B2B BANK
INTERMEDIARY
SERVICES

# B2B Bank Intermediary Services Inc. Account Application

## Use this application for:

- **Registered Accounts**
  - **RSP**
  - **Spousal RSP**
  - **Locked In RSP/LIRA**
  - **Restricted Locked-In Savings Plan**
  - **RIF**
  - **Spousal RIF**
  - **LRIF**
  - **PRIF**
  - **LIF**
  - **Restricted Life Income Fund**

**Important notice regarding your privacy**

**We are committed to protecting your privacy and use the utmost discretion in handling the personal information you entrust us with. Please carefully read and sign the privacy section contained in the application, which describes how we collect, hold, use, and when needed, disclose your personal information when we do business with you.**

B2B Bank is a trademark used under licence.

B2B BANK INTERMEDIARY SERVICES

For internal use

Account Number

# B2B Bank Intermediary Services Inc. ("B2BBISI") Account Application

Language preference ☐ English ☐ French

## 1. Dealer and Advisor Name

| Dealer name | Dealer # |
|---|---|
| Advisor name | Advisor # |

## 2. Applicant/Annuitant Information

| ☐ 1–Mr. 2–Mrs. 3–Miss 4–Ms. 5–Dr. 6–Prof. | Last name | First name | Initials |
|---|---|---|---|
| Full residential address (not a P.O. box) | | | Apt. |
| City | Province | Postal code | |
| Country of Residence | Citizenship | Social Insurance Number | |
| Cell telephone number ( ) | Residence telephone number ( ) | Business telephone number ( ) | Date of birth (mm/dd/yyyy) / / |
| # of Dependants | E-mail address | | |
| Mailing address if different from above | | | Apt. |
| City | Province | Postal code | |
| Employer name | | | Years with employer |
| Employer address | | | Apt. |
| City | Province | Postal code | |
| Employer telephone number ( ) | Status (examples: employed, unemployed, retired, student, never worked) *If status is either "Retired or Unemployed" please provide your previous Industry/Type of Business and Detailed occupation. | | |
| Industry/Type of Business (examples: entertainment, food service) | Detailed Occupation (examples: actor, cook) | | |

Are you: (i) an officer or director of a reporting issuer or any other issuer whose securities are publicly traded (e.g. an entity whose securities are traded on a stock exchange or an over-the-counter market) (an "Issuer"); or
(ii) an officer or director of a company which is itself an insider or a subsidiary of such Issuer? ☐ YES ☐ NO

If yes, please list the Issuer(s): _____

Are you designated as a Pro (licensed to sell securities)? ☐ YES ☐ NO

Do you: (i) beneficially own; or
(ii) have control or direction over; or
(iii) have a combination of beneficial ownership of, and control or direction over, directly or indirectly, securities of an Issuer carrying more than 10% of the voting rights attached to all of the Issuer's outstanding voting securities? ☐ YES ☐ NO

If yes, please list the Issuer(s): _____

Do you or as part of a group, hold or control an Issuer? ☐ YES ☐ NO

If yes, please list the Issuer(s): _____

Electronic delivery of client communications (including statements, trade confirmations, and tax documents) is faster, convenient and environmentally conscious. By checking the box below, I wish to obtain my client communications electronically (where applicable). Please send me the enrolment information for eDelivery and Investor Access. ☐ I agree to the foregoing.

## 3. Spousal Plan Contributor Information/Spousal Information

Do you have a spouse/common law partner? If yes, complete this section ☐ YES ☐ NO

| 1–Mr. 2–Mrs. 3–Miss 4–Ms. 5–Dr. 6–Prof. | Last name | First name | Initials |
|---|---|---|---|
| | | | |

Full residential address (not a P.O. box): ☐ Same as Applicant/Annuitant, or — Apt.

| City | Province | Postal code |
|---|---|---|
| | | |

| Country of Residence | Citizenship | Social Insurance Number | Date of birth (mm/dd/yyyy) / / |
|---|---|---|---|
| | | | |

Employer name — Years with employer

Employer address — Apt.

| City | Province | Postal code |
|---|---|---|
| | | |

Employer telephone number ( ) — Status (examples: employed, unemployed, retired, student, never worked)
*If status is either "Retired or Unemployed" please provide your previous Industry/Type of Business and Detailed occupation.

Industry/Type of Business (examples: entertainment, food service) — Detailed Occupation (examples: actor, cook)

Are you: (i) an officer or director of a reporting issuer or any other issuer whose securities are publicly traded (e.g. an entity whose securities are traded on a stock exchange or an over-the-counter market) (an "Issuer"); or
(ii) an officer or director of a company which is itself an insider or a subsidiary of such Issuer? ☐ YES ☐ NO

If yes, please list the Issuer(s): _____

Are you designated as a Pro (licensed to sell securities)? ☐ YES ☐ NO

Do you: (i) beneficially own; or
(ii) have control or direction over; or
(iii) have a combination of beneficial ownership of, and control or direction over, directly or indirectly, securities of an Issuer carrying more than 10% of the voting rights attached to all of the Issuer's outstanding voting securities? ☐ YES ☐ NO

If yes, please list the Issuer(s): _____

Do you or as part of a group, hold or control an Issuer? ☐ YES ☐ NO

If yes, please list the Issuer(s): _____

## 4. Trusted Contact Person Information

We are required to ask you for the name and contact information for a person that you trust to assist us in protecting your investments. This person does not make any financial decisions or act on your behalf. We would contact this person to confirm or make inquiries about any of the following:

- Possible financial exploitation or mistreatment affecting you or your account
- Concerns about your mental capacity or health status as it relates to your financial decision making
- The identity of your legal guardian, executor, trustee, or other personal or legal representative
- Your current contact information

If you would like to appoint a Trusted Contact Person, please complete the information below. By completing this section and signing this application, you authorize your advisor or dealer to contact your Trusted Contact Person named below to obtain the information needed to validate the concerns about you or to disclose to the Trusted Contact Person such information as the Trusted Contact Person may require in order to obtain the information or help needed. You acknowledge having read and understood the section "Trusted Contact Person - Additional Information" disclosed at the end of this application.

**Primary Trusted Contact Person for this account**

| 1–Mr. 2–Mrs. 3–Miss 4–Ms. 5–Dr. 6–Prof. | Last name | First name | Initials |
|---|---|---|---|
| | | | |

Full residential address (not a P.O. box) — Apt.

| City | Province | Postal code |
|---|---|---|
| | | |

| Country of Residence | Email address |
|---|---|
| | |

| Cell telephone number | Residence telephone number | Work telephone number |
|---|---|---|
| | | |

Relationship to client

## 4. Trusted Contact Person Information (continued)

**In the event the Trusted Contact Person named above refuses or is unavailable to provide assistance or is financially mistreating you, the dealer or the advisor may contact the following person:**

**Alternate Trusted Contact Person for this account**

| ☐ 1–Mr. 2–Mrs. 3–Miss 4–Ms. 5–Dr. 6–Prof. | Last name | First name | Initials |
|---|---|---|---|
| Full residential address (not a P.O. box) | | | Apt. |
| City | Province | Postal code | |
| Country of Residence | Email address | | |
| Cell telephone number | Residence telephone number | Work telephone number | |
| Relationship to client | | | |

☐ **I decline to provide a Trusted Contact Person**

## 5. Account Type Information

a) Account Type (check one only)

☐ RSP ☐ Spousal RSP ☐ Locked-In RSP/LIRA ☐ RIF ☐ Spousal RIF ☐ LRIF ☐ PRIF ☐ LIF ☐ Restricted Locked-In Savings Plan (RLSP) ☐ Restricted Life Income Fund (RLIF)

b) For RIF, LIF, RLIF, LRIF, and PRIF only (check if applicable)

☐ I elect to have the calculation of the minimum payment amount determined on the basis of my spouse's age. (Complete Section 3)

**Locked-In Plans, please complete c) - h)**

c) Applicable Pension Legislation (check one) ☐ BC ☐ AB ☐ SK ☐ MB ☐ ON ☐ QC ☐ NB ☐ NS ☐ NL ☐ Federal

- If your plan is a LIRA or a LIF governed by Manitoba or Nova Scotia pension legislation, please complete the Addendum for your plan and return it as part of your completed application. Your Addendum is located in this application form following the Declaration of Trust applicable to your plan.

d) Spousal Information/Consent:

Please select one: ☐ I am not married and do not have a common-law or cohabitating partner.

☐ I am married or I have a common-law or cohabitating partner and the name of my spouse/partner is _____

- Please attach a spousal consent/waiver form if your plan is a LIF, LRIF or PRIF governed by Alberta, British Columbia, Manitoba or Saskatchewan pension legislation.
- If your plan is a LIF or LRIF governed by Newfoundland and Labrador, Nova Scotia or Ontario pension legislation, your spouse/partner must sign Section 15 of this application to signify his/her consent or waiver for the purchase of the Account as required by the applicable pension legislation, in addition to the certification and acknowledgement set out in that Section.

e) Does the amount being transferred originate from your pension plan? (check one)

☐ Yes If no, is the amount being transferred a result of: ☐ Death of Spouse/Partner ☐ Marriage Breakdown ☐ Other _____

f) Was the amount being transferred, determined on a basis that differentiated based on your gender? (check one) ☐ Yes ☐ No

g) My plan is a new Ontario LIF

☐ I wish to withdraw/transfer to a RSP or RIF up to 50% of the assets transferred into my plan. I attach the required documents to authorize this withdrawal/transfer.

☐ I do not wish to withdraw/transfer to a RSP or RIF up to 50% of the assets transferred into my plan.

h) My plan is a RLIF and I have reached age 55 or above at the date of this application.

☐ I wish to transfer to a RSP or a RIF 50% of the assets transferred into my plan. I attach the required documents to authorize this transfer.

☐ I do not wish to transfer to a RSP or RIF up to 50% of the assets transferred into my plan.

## 6. Annual Account Fees

The method chosen below will apply to all of your annual fee accounts with B2B Bank Intermediary Services Inc. ("B2BBISI") and replaces any previously chosen method. I request that my annual account fees, until I direct otherwise in writing, be collected from (select one):

☐ **A** **My chequing account** - Void cheque required. This bank account will be used each year, on or about June 1, for withdrawal of annual account fees, which will vary based on the applicable fee schedule provided. Unpaid fees will be collected from your B2BBISI account(s). Please see the Pre-Authorized Debit (PAD) Terms and Conditions at the end of this application for more information on the CPA Rule H1 Requirements that apply to this fee payment option.

☐ **B** **My individual (not joint or ITF) B2BBISI investment account.** If an individual investment account does not exist, option C will apply.*

☐ **C** **My B2BBISI registered account(s) including my B2BBISI tax-free savings account, up to the fee applicable per account, then from my B2BBISI investment account(s), if any.***

* If I have selected to collect fees from my account or if I have not selected a method of payment, the fees will be collected based on the investments in my account. B2BBISI has established a hierarchy of investments for collecting fees. For more information on the hierarchy, please see attached Account Agreement.

## 7. Successor Annuitant and Beneficiary Designation (Optional)

**A. For RSP, Locked-In RSP/LIRA and RLSP:** In the event of my death, I hereby designate the following person as my designated beneficiary entitled to receive, my interest in this Account if living at my death. I reserve the right to revoke this designation.

Name:_____ Relationship:_____

**B. For RIF, LIF, LRIF, RLIF, and PRIF:** In the event of my death (select one or both):

☐ I hereby elect that my spouse:_____(spouse's name),_____(spouse's social insurance number), if living and remaining my spouse at the time of my death shall continue to receive payments as successor annuitant under my Account and to the extent possible and permitted by law shall acquire all rights I have as holder thereof. I reserve the right to revoke this designation; or

☐ If: (a) the successor annuitant named above, if any, predeceases me or is not my spouse at the time of my death; or (b) I have not elected any successor under my Account; then I hereby designate the following person as my designated beneficiary entitled to receive my interest in this Account if living at my death. I reserve the right to revoke this designation.

Name:_____ Relationship:_____

**Caution:** Any designation made in Section 7.A. or 7.B. above is subject to the following: • For the purposes of this designation, spouse refers to a person recognized as your spouse or common-law partner for the purposes of the *Income Tax Act* (Canada). • **The validity of a designation of a beneficiary or successor annuitant is subject to the applicable pension legislation and the laws of the jurisdiction where you reside, if any, permitting designations to be made otherwise than by way of a will.** • In the absence of a designated beneficiary or successor annuitant, the proceeds of your Account will be paid to your estate. • Notwithstanding any designation by you to the contrary, your spouse (within the meaning of the applicable pension legislation) may automatically be entitled to the benefits under one or more of your Accounts including your Locked-in RSP/LIRA, RLSP, LIF, RLIF, PRIF or LRIF. • Your designation above will not be revoked or changed automatically by any future marriage or divorce. Should you wish to change your designated beneficiary or successor annuitant, you will have to do so by means of a new designation. • Any designation made above shall apply to this Account only. If you have other accounts for which you wish to designate a beneficiary or successor annuitant you must complete a separate designation for each of these accounts.

## 8. Shareholder Communication Information

I have read and understand the terms under the section "National Instrument 54-101 Explanation To Clients" disclosed at the end of this application.
I agree that the choices indicated by me apply to all of the securities held in the account.

**For Registered plans, the beneficial owner is the annuitant.**

**Part 1 - Receiving Securityholder Materials**

Please mark the corresponding box to show what materials you want to receive. Securityholder materials sent to beneficial owners of securities consist of the following materials: (a) proxy-related materials for annual and special meetings; (b) annual reports and financial statements that are not part of -proxy-related materials; and (c) materials sent to securityholders that are not required by corporate or securities law to be sent.

☐ **I WANT** to receive **ALL** securityholder materials sent to beneficial owners of securities.

☐ **I DECLINE** to receive **ALL** securityholder materials sent to beneficial owners of securities. (Even if I decline to receive these types of materials, I understand that reporting issuer or other person or company is entitled to send these materials to me at its expense).

☐ **I WANT** to receive **ONLY** proxy-related materials that are sent in connection with a special meeting.

(**Important note:** These instructions do not apply to any specific request you give or may have given to a reporting issuer concerning the sending of interim financial statements of the reporting issuer. In addition, in some circumstances, the instructions you give in this client response form will not apply to annual reports or financial statements of an investment fund that are not part of proxy-related materials. An investment fund is also entitled to obtain specific instructions from you on whether you wish to receive its annual report or financial statements, and where you provide specific instructions, the instructions in this form with respect to financial statements will not apply.)

**Part 2 - Disclosure of Beneficial Ownership Information**

Please mark the corresponding box to show whether you DO NOT OBJECT or OBJECT to us disclosing your name, address, securities holdings and preferred language of communication (English or French) to issuers of securities you hold with us and to other persons or companies in accordance with securities law.

☐ **I DO NOT OBJECT** to you disclosing the information described above.

☐ **I OBJECT** to you disclosing the information described above.

## 9. Account Information

a) Does anyone other than you, the Applicant/Annuitant, have any financial interest in this account? ☐ YES ☐ NO

If yes, name the party_____

b) Do you, the Applicant/Annuitant, wish to appoint another person(s) to have full power and authority over your account? ☐ YES ☐ NO

If yes, attach a completed Power of Attorney, which must include the signature of and banking information - as in Section 13 - on the authorized individual

c) Do you, the Applicant/Annuitant, control the trading in any other B2BBISI accounts? ☐ YES ☐ NO

If yes, indicate account numbers: _____ (Account #) _____ (Account #)

d) Do you have any accounts with other brokerage firms? ☐ YES ☐ NO

Account type(s): _____

## 10. Banking Information (Required if the annual account fees are paid from a chequing account)

| Name of bank account holder(s) | | |
|---|---|---|
| Bank number<br>**0** | Transit number | Account number |
| Name of Financial Institution | | |
| Address | | |
| City | Province | Postal code |

## 11. Identity Verification*

Identity verification is required for each Applicant

| 1. Name (full name as it appears on the identification document) | | |
|---|---|---|
| Type of ID | ID code | ID number |
| Issuing Jurisdiction/Entity/Authority | ID place of issue | Issuing country |
| Date of issue (mm/dd/yyyy)<br>/ / | ID expiry date (mm/dd/yyyy)<br>/ / | ID verification date (mm/dd/yyyy)<br>/ / |

| 2. Name (full name as it appears on the identification document) | | |
|---|---|---|
| Type of ID | ID code | ID number |
| Issuing Jurisdiction/Entity/Authority | ID place of issue | Issuing country |
| Date of issue (mm/dd/yyyy)<br>/ / | ID expiry date (mm/dd/yyyy)<br>/ / | ID verification date (mm/dd/yyyy)<br>/ / |

Select ID Code = 1 = Driver's License, 2 = Passport, 3 = Provincial Identity Card, 4 = Citizenship Card (Issued prior to 2012)

5 = Other _____

*Note: 1. To comply with applicable law, information must be obtained from all individuals authorized to give instructions on the account and certain beneficial owners of the client and their identities must be verified. Please attach the applicable additional forms.
2. Please complete the identity verification for each person with authority over or any financial interest in the account.
3. For additional account holders, attach a separate sheet to record the above banking information and the identity verification information for such persons.

Identification verified through an alternative method:

☐ Credit File ☐ Dual Process ☐ Agent, Mandatory or Entity

## 12. Applicant/Annuitant Signature

**Please read the Declaration of Trust applicable to your registered account, the Account Agreement and the Deposit Terms and Conditions attached to this Application for important Terms and Conditions that apply to your Account and Deposit.**

I hereby certify that the information in this application is complete and accurate.

I acknowledge that I have read and agree to be bound by the Account Agreement terms and conditions attached to this application.

I undertake to advise my Dealer in writing of any change to the information in this application. I acknowledge that I have read and agree to be bound by the attached Pre-Authorized Debit (PAD) Terms and Conditions.

**Québec only:** I/We acknowledge having been provided the French version of the Account Agreement and the Deposit Terms and Conditions attached to this Application, and having expressly requested to be bound by them in English and to receive all documents related thereto in English. / *Je/Nous reconnais(sons) avoir reçu les versions françaises de la convention de compte et des modalités applicables au dépôt, jointes au présent formulaire de demande, et avoir explicitement exigé d'être lié(s) par leurs versions anglaises respectives et de recevoir tous les documents y étant rattachés en anglais.*

**To: B2B Bank Intermediary Services Inc. ("B2BBISI") and B2B Bank :** If I make a Deposit with B2B Bank, or any of its affiliates (including their successors and assigns), I acknowledge I have read and agree to the attached Deposit Terms and Conditions (capitalized terms are as defined in the attached Deposit Terms and Conditions). I acknowledge that B2B Bank, or any of its affiliates (including their successors and assigns), may pay my Dealer an upfront commission for Term Deposits and a trailing commission for Non-Term Deposits, each based on the value of any such Term Deposit or Non-Term Deposit as described in the attached Deposit Terms and Conditions. For a Cash Deposit held in a tax-deferred account (either registered or non-registered), B2B Bank, or any of its affiliates (including their successors and assigns), may pay B2BBISI a fee no greater than the amount which is the difference in the interest rate between the prime rate of interest (which is variable, subject to fluctuation, and posted on b2bbank.com), and the effective rate of interest (if any) applicable to my Cash Deposit, calculated on the balance of my Cash Deposit on a daily basis. The maximum commissions and fees referenced herein and the Deposit Terms and Conditions may change from time to time with Notice to me.

**To: B2B Trustco,** 199 Bay Street, Suite 600 PO Box 279 STN Commerce Court Toronto ON M5L 0A2
Where my application is for a RSP, Spousal RSP, Locked-In RSP/LIRA, RLSP, RIF, Spousal RIF, LIF, LRIF, RLIF or PRIF, please apply for registration of this Plan under the *Income Tax Act* (Canada) and any applicable provincial or territorial legislation as an: (a) B2B Bank Intermediary Services Inc. Registered Retirement Savings Plan, if I have selected RSP (individual or spousal), Locked-in RSP, RLSP or LIRA, as my account type; or b) B2B Bank Intermediary Services Inc. Registered Retirement Income Fund, if I have selected RIF (individual or spousal), LIF, RLIF, LRIF or PRIF as my account type. **I certify that the information contained**

## 12. Applicant/Annuitant Signature (continued)

**in this application is true and correct and that I have received, read and agree to the terms of the applicable Declaration of Trust and the applicable Locking-In Supplement or Addendum and to all amendments that I may receive to these terms in the future. I acknowledge if funds are being transferred to Locked-In RSP/LIRA, RLSP, LIF, LRIF, RLIF or PRIF, they will be locked-in and subject to the pension legislation indicated on this application.** I agree to provide, on request, proof of age for myself and, if applicable, my spouse and such further information as may be required in connection with the registration and administration of my Account. I understand that benefits paid out under the Account may constitute taxable income under the terms of the *Income Tax Act* (Canada) and/or similar provincial or territorial legislation.

**X** _____ / / _____

Signature of Applicant/Annuitant — Date (mm/dd/yyyy)

**X** _____ / / _____ Jennifer Vachon

Signature of Applicant/Annuitant's Spouse or Partner — Date (mm/dd/yyyy) — Authorized B2B Trustco Signing Officer/Agent Signing Line

(For a LIF or LRIF governed by Newfoundland and Labrador, Nova Scotia or Ontario pension legislation, signature of spouse or partner is mandatory to signify his/her consent or waiver for the purchase of the Account as required by the applicable pension legislation).

## 13. Privacy Protection Notice

By signing this Privacy Protection Notice or by selecting or clicking on "I accept", "I agree", "I submit" or any similar action used to express your consent, you thereby acknowledge having received, read, and understood the below Privacy Protection Notice, and you accept the terms and conditions herein.

You agree to the collection, use and disclosure of your personal information in accordance with the privacy practices of the Companies (defined below), as further detailed in this Privacy Protection Notice. You understand that the Companies will need your prior consent for any further use or collection of personal information, or for any modification to the purposes for which your personal information is collected.

You confirm that before providing personal information about any other individual, you have obtained the consent of that individual or are otherwise authorized to provide such information.

You acknowledge that the "Question of Privacy" Brochure and the Privacy Statement have been made available to you on our Privacy and Security webpage (www.laurentianbank.ca/en/personal/privacy-and-security).

Your consent will be effective upon your agreeing to this Privacy Protection Notice and will remain valid as long as necessary to fulfill the purposes for which it was given, or until such time as you decide to withdraw your consent in accordance with the terms of this Privacy Protection Notice. Notwithstanding the foregoing, the Companies reserve the right to retain and process your personal information for as long as necessary to comply with legal, regulatory or operational requirements, or as otherwise permitted or required by applicable laws.

This Privacy Protection Notice may be signed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Privacy Protection Notice delivered by fax, email or other means of electronic transmission will have the same legal effect as delivery of an original signed copy.

**X** _____ / / _____

Signature of Applicant/Annuitant — Date (mm/dd/yyyy)

**X** _____ / / _____

Signature of Applicant/Annuitant's Spouse or Partner — Date (mm/dd/yyyy)

B2B Bank Securities Services Inc. (B2BBSSI), B2B Bank Financial Services Inc. (B2BBFSI) and B2B Bank Intermediary Services Inc. (B2BBISI) are committed to protecting the privacy of all client personal information that we collect and maintain in the course of carrying on our business. We are pleased to provide you with our Privacy Protection Notice which describes how we collect, hold, use and, when needed, disclose your personal information when we do business with you and your Dealer. This notice adheres to the Personal Information Protection and Electronic Documents Act (Canada) and similar provincial privacy legislations. Please read this notice carefully and contact us through one of the means listed at the end of the document if you have any questions.

Throughout this Privacy Protection Notice, "Company" refers to any of B2B Bank Securities Services Inc., B2B Bank Financial Services Inc. and B2B Bank Intermediary Services Inc., and any affiliate or successor company of each of them whose business relates to a purpose identified in this Privacy Protection Notice (collectively, "Companies").

In this notice, your "Dealer" refers to an individual or entity acting or representing that it acts in connection with your investments or personal loan products as your investment advisor, broker, or dealer, or on behalf of your investment advisor, broker, or dealer. You acknowledge 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:** The term "personal information" is used here to refer to any type of information that identifies you or can be used to identify you, alone or in combination with other information. To establish the relationship with you or your spouse (as applicable), This may include, for example, your name, address, telephone number, and email, social insurance number, birth date, employment information, residency status, account holdings, personal loan balances, financial account numbers, income, age and gender , beneficiary, and co-borrower information. The personal information collected about you or your spouse, if you are authorized to provide such information, for the purposes identified in this Privacy Protection Notice is held in a record called the "client record". Depending on the investment or service you request, additional personal information may be held in your client record.
2. **Providing Your Information to the Companies:** When you complete an application form or otherwise open an account with the Companies, you are providing personal information to that Company including, where applicable, personal information concerning your spouse, beneficiary, and co-borrower, in order to:
   A. make an investment;
   B. provide instructions to a Company about an investment you have already made; or
   C. receive information related to an investment you have made.

   Each Company with whom you have an account collects this personal information, holds it in your client record, uses it, and, when needed, discloses it for the purposes identified in this Privacy Protection Notice.
3. **Collecting, Holding, Using, and Disclosing Personal Information in Your Client Record:** When we collect personal information about you, we explain why we do so. The main reason why we collect your personal information is to serve you as our client. We are required to inform you of the purposes of collecting your personal information in advance or at the time of collection.

   We generally collect your personal information when you begin a business relationship with us and/or during the course of our business relationship. We may also collect your personal information when you interact with us, using our website or calling us. We may also collect your personal information through automated means, from publicly or commercially available sources or from third parties, with your consent or as permitted by applicable law.

   Any personal information collected from you is retained for as long as is necessary to fulfill the purposes for which it was collected or otherwise processed and to comply with applicable laws.

   We collect, use or share your personal information with your consent, or without your consent when authorized or permitted by law. Your consent will remain valid for as long as necessary to fulfill the purposes for which it was obtained, unless consent is withdrawn earlier and the information is no longer needed to fulfill contractual or legal obligations. You may refuse to provide or withdraw your consent to the collection, use and disclosure of your information at any time. Your request will be processed within a reasonable period of time and subject to legal, regulatory or contractual exceptions and limitations. Please note that in certain situations, refusing or withdrawing your consent may deny you access to certain products, services or important information. To learn more how to manage your consent, please consult the "Right to Withdraw your Consent" section of this Privacy Privacy Protection Notice.

   Each Company with whom you have an account 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 below for the following purposes:
   A. identifying your identity and ensuring the accuracy of information contained in your client record;
   B. establishing, determining your eligibility for products, administering your account, maintaining, recording, and storing account holdings, loan balances, and transaction information in your client record;
   C. executing transactions with or through a Company including transferring funds by electronic or other means;

## 13. Privacy Protection Notice (continued)

D. providing you and your Dealer with account statements, transaction confirmations, tax receipts, financial statements for the investments that you have made, online services, proxy mailings, registered plan notices, and other information which you or your Dealer may request as needed to service your account;
E. assisting your Dealer in determining the suitability of your account, investments and products as applicable ;
F. informing you of products and services offered by a Company, its affiliates, or any enterprise that has been duly designated by a Company;
G. furthering our own business interests including collecting a debt owed to a Company or to any of its affiliates, executing transactions related to the securitization of your debt, which a Company or any of its affiliates considers to be in our own business interests, and engaging in the financing or sale of all or part of our businesses;
H. meeting legal and regulatory requirements;
I. verifying information previously given by you with any other organization when necessary for the purposes provided in this Privacy Protection Notice; and
J. processing pre-authorized debit transactions.
K. monitoring or recording your interactions with a Company through telephone or video-conference calls, through automated means for security, quality assurance or record keeping purposes;
L. complying with a subpoena, warrant or other court order, or as required or authorized by law or by any regulatory bodies having jurisdiction;
M. protecting you, the Companies and our clients from errors, omissions, fraud and criminal activity, including the prevention, detection and investigation of fraud, money laundering, cyber threats and other such risks and threats; and
N. obtaining personal information and reports about you from Equifax Canada Co., TransUnion of Canada, Inc., or any other credit reporting agenda for the purposes of identifying you, managing risk, supporting anti-money laundering efforts, maintaining accurate customer records or as otherwise described in this notice. Unless required or authorized by law, each Company will not collect, use or disclosure personal information for any other or new purposes without obtaining further consent.

4. **Third Parties:**
   A. Each Company with whom you have an account may collect your personal information for the purposes identified in this Privacy Protection Notice from third parties such as your Dealer, credit bureau, your employer or others providing a personal reference, other Companies and their affiliates, other financial institutions and mutual fund companies, and from third parties who represent that they have the right to disclose the information.
   B. Each Company with whom you have an account may transfer your personal information for the purposes identified in this Privacy Protection Notice to our service providers, such as account statement preparation and mailing companies, courier companies, imaging companies, document storage companies, and personal loan and deposit product record-keeping companies. When a Company 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 for and to the extent required for the service provider to provide those services. These agreements with service providers require them to comply with the privacy legal requirements which apply to and govern the collection, use and disclosure of personal information. In the event our service provider is located outside of Canada, the service provider is bound by, and personal information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located.
   C. Each Company with whom you have an account 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 and Revenu Québec (if applicable), and to the various provincial securities commissions and the self-regulatory organization Canadian Investment Regulatory Organization (CIRO), and various entities that protect your investments such as the Canadian Investor Protection Fund, and the Canada Deposit Insurance Corporation, if applicable to your account.
   D. Each Company with whom you have an account may disclose your personal information for the purposes identified in this Privacy Protection Notice to third parties such as a Dealer, third party service providers and data processing firms, credit bureau, other Companies and their affiliates, and other financial institutions and mutual fund companies. 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 through one of the means listed at the end of this notice. Your decision to withdraw consent may prevent the Companies from providing 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 Social Insurance Number:** Each Company with whom you have an account is required by law to use your social insurance number when submitting tax reports to the Canada Revenue Agency and Revenu Québec (if applicable) and may provide it to third parties engaged to provide income tax reports. Each Company also uses your social insurance number as a unique identifier, to avoid duplication (so that, for example, you do not receive duplicate mailings or get charged the same fee twice) and to ensure that we are aware of all of your holdings (for example, for purposes of determining whether your total holdings exceed a required threshold).
6. **Employees and Agents Who Have Access to Your Client Record:** Employees and agents of each Company with whom you have an account may have access to your client record provided they have a specific need to know in connection with the purposes identified in this Privacy Protection Notice. Access is permitted only to the extent necessary for such purposes.
7. **Location of Your Client Record:** Your client record is kept in electronic, microfilm, or paper format at our offices in either Toronto or Montreal. Paper records forming part of your client record may also be kept in offsite storage in either Toronto or Montreal. Your client record may be transferred to other locations for disaster recovery purposes.
8. **Cross-Border Transfers of Personal Information:** Each Company with who you have an account or our service providers may provide their services to you from, or other access or store your personal information in, a country or region other than where you reside (including other provinces or territories within Canada, or countries such as the United States) and that, in such circumstances, your personal information may be subject to the laws of the foreign jurisdiction and each Company or our service providers may be required to disclose your personal information to authorities of that jurisdiction pursuant to the applicable laws of that jurisdiction.
9. **Right to Access and Rectify Personal Information:** Under the Personal Information Protection and Electronic Documents Act (Canada) and similar provincial privacy legislations, you have the right to access and correct your personal information as required or permitted by applicable laws, subject to any restrictions or limitations set out in those laws. You may access , the personal information contained in your client record, including any credit reports obtained by a Company, subject to exceptions for certain kinds of information by making your request in writing. You may verify your personal information and request that any inaccurate information be corrected. Please contact us through one of the means listed at the end of this notice. If your concerns have not been resolved to your satisfaction, you can contact the Privacy Compliance Officer at 199 Bay Street, Suite 610 PO Box 35 STN Commerce Court Toronto ON M5L 0A3, or at dealercompliance@b2bbank.com.
   To access it, you can contact our Privacy Compliance Officer. We will inform you of any reasonable fees that may apply before carrying out the research. Please note that we may refuse to provide you with certain information contained in our records in accordance with applicable law. In that case, we will advise you in writing of the reasons for our refusal.
   We make every reasonable effort to keep your personal information accurate, complete and up-to-date. However, we also rely on you to keep us informed of any changes to your personal information, such as changes to your telephone number or address. Having accurate personal information enables us to comply with the law and give you the best possible service. If you find any errors in your personal information with us, please let us know as soon as possible so that we can make the necessary corrections.
10. **Changes to Your Personal Information:** Please inform each Company with whom you have an account promptly of any change in the personal information that you have provided by contacting us through one of the means listed at the end of this notice. The Companies appreciate your business and promises to handle your questions or input regarding personal information in a prompt and courteous manner.
11. **Right to Withdraw your Consent:** Where we rely on your consent to collect, use or share your personal information for a specific purpose, you have the right to withdraw your consent to the processing of your personal information for any purpose at any time giving the Company reasonable notice; provided however, that you understand (1) withdrawing your consent may limit or prevent the Company with whom you have an account from providing you or being able to provide you specific products or services, and (2) each Company with whom you have an account may have legal, regulatory or contractual obligations to collect, use or disclose your personal information, in which case you may not withdraw your consent. To withdraw your consent, please contact us through one of the means listed at the end of this notice.
12. **Information About Another Individual:** You confirm that before providing the Company with whom you have an account with personal information on behalf of another individual (for example, as the case may require, minors, partners, general partners, special partners, members, settlors, beneficiaries, trustees, shareholders, directors, as well as authorized signatures, officers, assistants, account administrators and representatives), you have obtained the prior consent of that individual or you are legally authorized to provide such information.
13. **Security:** Each Company with whom you have an account with will use reasonable measure to protect your personal information against unauthorized access, use, disclosure, alteration or destruction. We have implemented security measures that contain administrative, technical and physical controls that are designed to safeguard your personal information.
    We take confidentiality very seriously. We protect your personal information with appropriate physical, procedural and technological safeguards and security measures that take into account the volume, sensitivity, intended use and format of the information. We have implemented a comprehensive set of policies and practices to protect the confidentiality and security of your personal information. This allows us to prevent unauthorized access to your information as well as any unauthorized use, modification, destruction or disclosure of it.
14. **Personalized solicitation and Canada's Anti-Spam Legislation:** We communicate with our customers for a variety of reasons through different mediums. We may use your information for personalized solicitation, by telephone, mail or email, primarily to inform you of ongoing promotions or products and services that may interest you. We may also send you commercial electronic messages (CEM) if you have previously given your consent under Canada's anti-spam legislation (CASL).
    **Refusing or withdrawing consent:** You may choose, at any time, to refuse or withdraw your consent to any or all of these communications by taking one of the steps below. At any time: › By contacting your advisor; › By accessing the "My Preferences" section on Investor Access; › By contacting B2B Bank Dealer Services at 1-800-387-2087 (toll free) between 8 a.m. and 8 p.m. ET, seven days a week.
    When you receive an email: › By clicking on the unsubscribe link at the bottom of the email. Upon refusal or withdrawal of your consent, we will remove your name from the applicable solicitation lists within the appropriate legal and regulatory time period. Note that this procedure does not apply to your statements or regulatory or administrative communications. To learn more about your privacy choices and how to manage them, please consult our Privacy Statement.
15. **Miscellaneous:**
    A. Wherever the context so requires, the singular number will be interpreted as plural, the masculine gender as feminine or neuter, and vice versa.
    B. This notice binds you as well as your successors, heir, assigns, officers, directors, employees, representatives, and assignees.
    C. If any provision in this notice is declared invalid, unenforceable, or deemed unwritten, the remaining provisions will remain in full force and effect.
    D. Should we amend this notice, each Company with whom you have an account may notify you of such amendment electronically or in writing, at their discretion.
    E. This notice will be governed and interpreted according to the laws in force in the province or territory of your residence.
16. **Language (Quebec Only): YOU HEREBY ACKNOWLEDGE** having been provided the French version of the Privacy Protection Notice, and all other consents contained herein, AND CONFIRM THAT you have expressly requested to be bound by the English version and to receive all related documents in English / VOUS RECONNAISSEZ avoir reçu la version française de l'Avis sur la protection des renseignements personnels, et de tous les autres consentements contenus aux présentes, ET CONFIRMEZ avoir expressément exigé d'être lié par la version anglaise et de recevoir tous les documents y étant rattachés en anglais.

CONTACT US If you have any questions or concerns regarding your personal information, including how to withdraw your consent or how to access or correct your personal information, please contact our Chief Privacy Officer: Chief Privacy Officer Laurentian Bank 1360 René-Lévesque Boulevard West, Suite 600 Montréal, Québec H3G 0E5 Email: privacy@laurentianbank.ca
If you feel you have not received an adequate response to your concerns after communicating with us, you may contact the Office of the Privacy Commissioner of Canada: Office of the Privacy Commissioner of Canada 30 Victoria Street Gatineau, Québec K1A 1H3 Tel.: 819-994-5444 or 1-800-282-1376 (toll free) Fax: 819-994-5424 Tel. (TTY): 819-994-6591 www.priv.gc.ca

**Client Services:**
**Telephone:** 1.800.387.2087
**E-mail:** accounthelp@b2bbank.com

02/25

## 14. Dealer/Advisor Information

a) Do you have a direct or indirect interest in the Account other than an interest in commissions charged? ☐ YES ☐ NO
If yes, give details in Advisor's Comments

Advisor's Comments: _____

_____

b) Are you registered in the province in which the Applicant/Annuitant resides? ☐ YES ☐ NO

c) Have you personally met the Applicant/Annuitant? ☐ YES ☐ NO

If yes, when? _____

d) How long have you known the Applicant/Annuitant _____

e) How did you come to know the Applicant/Annuitant? ☐ Advertising Lead ☐ Phone-In ☐ Personal Contact ☐ Walk In ☐ Referral

Referral by: _____

f) Has a credit check been done? ☐ YES ☐ NO ____/____/____ Date (mm/dd/yyyy)

If yes, what was the result (check one) ☐ Acceptable ☐ Not Acceptable

**X** _____ ____/____/____
Signature of Advisor — Date (mm/dd/yyyy)

**Initial order:** ☐ Buy or ☐ Sell ☐ Solicited or ☐ Unsolicited

Amount $ _____ Description _____

**X** _____ ____/____/____
Branch Manager's Approval — Date (mm/dd/yyyy)

**X** _____ ____/____/____
Partner's or Director's Acceptance — Date (mm/dd/yyyy)

## Account Agreement

Throughout this Account Agreement, the terms "I", "me" and "my" mean the B2B Bank Intermediary Services Inc. Retirement Plan Account holder. In consideration of B2B Trustco (the "Trustee") and B2B Bank Intermediary Services Inc. ("B2BBISI") accepting this account, I acknowledge and agree that:

a) I have engaged my Dealer/financial advisor as my agent. B2BBISI is entitled to accept and act on any notice, authorization or other communication including by electronic transmission and telephone that it believes in good faith to be given by me or on my behalf by an individual or entity acting (or representing that it acts) in connection with this account as my Dealer or my financial advisor or on behalf of my Dealer or my financial advisor. B2BBISI is under no obligation to verify that my Dealer or my financial advisor or any individual or entity acting (or representing that it acts) is properly authorized to act as my agent or is otherwise authorized to act on my behalf.

b) My Dealer, B2BBISI and the Trustee have different roles and responsibilities. I have read and I understand and accept the roles and responsibilities outlined below:

**Role of My Advisor**

My advisor is responsible for working with me to understand and help me achieve my investment objectives by providing me with investment advice.

**Role of My Dealer**

Canadian securities regulations require that my advisor work under the authority of a dealer. My Dealer (the Introducing Dealer) and B2BBISI have entered into an Introducing/Carrying Dealer Arrangement. **My Dealer is responsible for the opening and approval of new accounts and for supervising my advisor including ensuring that investments and trading activity in my account are suitable for me.**

**Role of B2BBISI**

B2BBISI, as the Carrying Dealer on this account, is responsible for trade execution and for settling trades (both of which my Dealer may do in certain circumstances) and custody of my cash and my securities. B2BBISI is also responsible for issuing account statements and trade confirmations and for most tax reporting. Nevertheless, for mutual fund transactions, B2BBISI relies on the manager of the mutual fund to issue trade confirmations.

B2BBISI does not give investment advice, does not determine the suitability of my investments and is not responsible for and does not supervise any **investment advice given to me by my advisor or my Dealer. Also, B2BBISI is under no duty to evaluate the appropriateness, accuracy or quality of any instructions received from me, my advisor, my Dealer or my employer for group accounts.**

B2BBISI may pay a portion of its fees to my Dealer and my Dealer may pay a portion of its fees to B2BBISI. Fees for carrying dealer services and for the trustee services B2BBISI arranges to be provided by the Trustee are paid by me in accordance with the B2BBISI Fee Schedule and/or are paid by my Dealer.

B2BBISI is responsible for and maintains in its name trust accounts established for the purpose of holding cash received from me and all cheques received from me shall be made payable to B2BBISI except in circumstances where my Dealer is permitted by securities regulations to operate a trust account.

**Role of the Trustee**

The Trustee is the trustee of your registered plans. The Declaration of Trust included in the registered plan application form and in the account opening mailing is the contract governing any registered plans. The Trustee has appointed B2BBISI as its agent, and may appoint other agents, to provide services to my registered plans in compliance with the Declaration of Trust.

c) The Trustee and/or B2BBISI have the right to reject any of my instructions, or to sell any securities in this account for legal, regulatory or eligibility reasons.

d) I am responsible for all commissions payable in respect of all trades in this account.

e) My fixed income trades are valid until the end of the day, unless otherwise specified. I acknowledge that I am responsible for all trades placed by me, my Dealer or my financial advisor and I must pay for the trade at the time the trade is placed.

f) B2BBISI will provide me with the applicable Account Fee Schedule upon their opening of this account. I will have up to 30 days from the date of account opening by B2BBISI to close this account without being charged the applicable fees as outlined in the Account Fee Schedule. For its annual fee, B2BBISI provides various account administration services, including custody of securities, maintenance of accounting records, collecting and remitting income and issuing statements.

g) I will pay the Trustee and/or B2BBISI any amounts owing to them and any fees as outlined in the Account Fee Schedule. In addition, the Trustee and/or B2BBISI can sell securities in this account or otherwise deduct from this account any amounts owing to them.

h) B2BBISl may collect the annual and/or negotiated fee from the investments in my account. The fees will be collected based on the investments held in my account. B2BBISI has established a hierarchy of investments for collecting fees. The hierarchy is as follows where the fee will be collected from the named investment in ascending order:

(i) Cash
(ii) Money Maximizer
(iii) B2B Bank High Interest Investment Account
(iv) Front-end money market funds/t-bill funds
(v) Other front-end mutual funds
(vi) Deferred sales charge money market funds/t-bill funds
(vii) Other deferred sales charge mutual funds
(viii) Front-end money market funds/t-bill funds (non-electronic)
(ix) Other front-end mutual funds (non-electronic)
(x) Deferred sales charge money market funds/t-bill funds (non-electronic)
(xi) Other deferred sales charge mutual funds (non-electronic)
(xii) Front-end asset allocation mutual funds/dollar cost averaging mutual funds
(xiii) Front-end capped funds
(xiv) Deferred sales charge asset allocation funds/dollar cost averaging mutual funds
(xv) Deferred sales charge capped funds
(xvi) Hedge funds, limited partnerships and note structured mutual funds/other mutual funds not easily redeemable
(xvii) Labour-sponsored mutual funds
(xviii) Other mutual fund investments including exchange-traded funds
(xix) Other investments

i) I will deliver any securities that I sell to B2BBISI promptly if not held by B2BBISI. If I do not, B2BBISI may purchase the security at my expense.

j) I will notify B2BBISI in writing about any errors or omissions within the time limits specified on confirmations, statements or other notices.

k) Each of B2BBISI and my Dealer have the right and I hereby authorize each of them to conduct a credit check or obtain a credit report or credit file with respect to me and my business, if applicable, for the purposes of providing services to me and to verify my identity. Each of B2BBISI and my Dealer also have the right to use banking information, including without limitation information with respect to any deposit account I may have, in connection with the provision of services to me.

l) I will advise B2BBISI of any changes to this account in writing.

m) I acknowledge that any update to my personal information will apply to all accounts in my client record.

n) B2BBISI may, from time to time, amend the terms of this Account Agreement, including introducing a new fee or amending the fees outlined in the Account Fee Schedule, after giving me no less than 60 days notice of the new or amended fees.

o) All transactions in this account are subject to the rules and regulations of the securities industry, as applicable, and the laws of the Province of Ontario. If I am a resident of the Province of Quebec, B2BBISI agrees to submit to the laws applicable in Quebec and to Quebec courts in the event of litigation between me and B2BBISI.

p) B2BBISI will act as principal in fixed income transactions. For trades in fixed income securities, for example, Canadian issued bonds, the purchase price includes a mark-up and the sale price includes a mark-down. For purchases, this mark-up will reduce the yield that I receive. For sells, this mark-down will reduce the sale proceeds that I receive.

This mark-up or mark-down represents compensation to B2BBISI and/or my Dealer for providing me with access to Canadian fixed income markets. The mark-up or mark-down may be negotiable with my Dealer.

B2BBISI has established maximum mark-ups and mark-downs. The maximum is calculated as a percentage of the par value and will vary depending on the term to maturity and the issuer of the debt security.

q) B2BBISI will act as principal in currency conversions. The currency of the account(s) shall be as selected by me on the application for this account provided if I fail to make a selection or no selection option is available on the application, the currency of this account shall be Canadian dollars. Currency conversions will occur on trade date for any security that is denominated in a currency other than the currency of this account. Currency conversions will also occur on deposits to this account and will include any conversions required as a result of income or interest derived from securities denominated in a currency other than the currency of this account. Currency conversions will take place at rates determined by B2BBISI, or others engaged by B2BBISI, and each may earn revenue, in addition to applicable commissions, based on the difference between the bid/ask rates for the currency and B2BBISI, or others engaged by B2BBISI, cost of the currency. Where a transaction with a mutual fund involves a currency conversion, the mutual fund company may charge me for the conversion.

r) I acknowledge and agree that no transactions, other than the initial deposit, may be carried out in this account until the identification of the persons authorized to give instructions in respect of this account has been completed by my Dealer.

s) The parties hereby acknowledge that they have expressly required this Account Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. Les parties reconnaissent avoir expressément demandé que la présente convention de compte ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.

October 1, 2021

## Retirement Savings Plan Declaration of Trust

B2B Trustco (the "Trustee") is a trust company incorporated 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. You are the applicant/annuitant as defined in the *Income Tax Act,* named in the B2B Bank Intermediary Services Inc. Account Application ("your Application"). If you have selected an RSP, LRSP, LIRA or RLSP as a type of account on your Application, the Trustee will act as the trustee of a B2B Bank Intermediary Services Inc. Retirement Savings Plan ("your Plan") for you on the following terms and conditions.

1. **Acceptance and Registration:** If the Trustee agrees to act as trustee of your Plan, it will apply to register your Plan under the *Income Tax Act* (Canada) (the "Tax Act") as a registered retirement savings plan ("RRSP"). You will be bound by the terms and conditions imposed on your Plan by all applicable legislation. If the Trustee declines to act as trustee, you or a Dealer (as defined below) will be notified and any amounts received by the Trustee as contributions will be returned.
2. **Purpose:** The Trustee will hold contributions accepted by it for your Plan, investments made with those amounts and any income and capital gains realized in respect of those investments in trust for the purpose of providing you with a retirement income in accordance with the Tax Act.
3. **Dealer:** In this declaration, a "Dealer" refers to an individual or entity acting (or representing that it acts) in connection with your Plan as your investment advisor, broker or dealer, or on behalf of your investment advisor, broker or dealer. You acknowledge that a Dealer is your agent and when acting (or representing that it acts) as a Dealer is not the agent of the Trustee or any of its 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 you or a Dealer on your behalf. The Trustee is under no obligation to verify that a Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.
4. **Your Responsibility:** You are responsible for:
   (a) selecting investments for your 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 your behalf;
   (b) ensuring that contributions to your Plan do not exceed the maximum contribution limits permitted by the Tax Act;
   (c) ensuring that the investments held in your Plan are at all times qualified investments for your Plan under the Tax Act and immediately notifying the Trustee if an investment held in your Plan is or becomes a non-qualified investment for your Plan under the Tax Act;
   (d) providing information to the Trustee relevant to whether an investment held is a non-qualified investment under the Tax Act;
   (e) providing the Trustee, upon request, with the current fair market value of any investment held in your Plan for which there is no published market price.
   You acknowledge and accept responsibility for these matters and undertake to act in the best interest of your Plan. You confirm that the Trustee is not responsible for your failure to comply with any of these matters or for any related loss in the value of your Plan. You confirm that the Trustee is not responsible for any related taxes, interest or penalties imposed on you or your Plan, except for those taxes, interest and penalties, if any, imposed on the Trustee by the Tax Act that are not reimbursable to the Trustee from your Plan under the Tax Act. You acknowledge that a Dealer or any other person from whom you obtain investment, tax or other advice is your agent and when acting (or representing that it acts) as a Dealer or your advisor is not an agent of the Trustee or the agent of any of the Trustee's affiliates. You will take all necessary measures to immediately liquidate any non-qualified investment under the Tax Act, and in the alternative, hereby authorize the Trustee to liquidate, or to give instructions to any other party to liquidate, any non-qualified investments under the Tax Act, but in no event shall the Trustee be obligated to liquidate or to give instructions to liquidate except as specifically authorized by you in writing.
5. **Trustee's Responsibility:** The Trustee is ultimately responsible for the administration of your Plan. The Trustee is not authorized to select investments for your Plan and will not assess the merits of any investment selected by you or a Dealer. The Trustee is not responsible for providing any investment, tax or other advice to you or a Dealer; nor is it responsible for any advice that you obtain from a Dealer or any other source. Except for those taxes, interest and penalties imposed on the Trustee by the Tax Act that are not reimbursable to the Trustee from your Plan under the Tax Act, if any, and notwithstanding any other provision of this declaration, the Trustee shall not be liable for any taxes, interest and penalties suffered as a result of any act done by it in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. Notwithstanding any other provision of this declaration, the Trustee shall not be liable for any loss suffered as a result of any act done by it in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. The Trustee is under no obligation to verify that any person is properly authorized to act as your Dealer, agent or legal representative or is otherwise authorized to act on your behalf.
6. **Contributions to your Plan:** You or, where applicable, your spouse may make contributions to your Plan. The Trustee will also accept contributions by way of a transfer to your Plan from any source permitted by the Tax Act from time to time. The Trustee may accept or for any reason refuse to accept all or any portion of a contribution or transfer of cash, securities or other investments to your Plan. No contribution or transfer will be accepted after December 31 of the year in which you reach the maximum age for maturity specified by the Tax Act.
7. **Investments:**
   (a) The Trustee may accept and act on any investment instructions that it believes in good faith to be given by you or a Dealer on your behalf.
   (b) The assets of your Plan will be invested and reinvested from time to time according to your investment instructions or those of a Dealer unless the proposed investment does not comply with policies and requirements imposed by the Trustee from time to time.
   (c) The Trustee is not authorized to select investments for your Plan and will not assess the merits of the investments selected by you or a Dealer.
   (d) In selecting investments for your Plan, you will not be limited to those investments authorized by legislation governing the investment of property held in trust. However, you may be limited by policies and requirements imposed by us from time to time, such as the requirement to provide documentation and the requirement to comply with those policies and procedures currently imposed in connection with securities held in your Plan and the requirement to provide information concerning whether an investment held is a non-qualified investment under the Tax Act.
   (e) Notwithstanding any other provision in this declaration, the Trustee may for any reason refuse to act on any investment instruction, in which case you or a Dealer will be notified, and the Trustee will not be liable for any resulting loss.
   (f) Unless the Trustee refuses to act on your investment instructions, it will execute any purchase or sale of an investment after receiving your investment instructions together with all other properly completed documentation requested by the Trustee, at the market or sale price in effect on the day the transaction is executed. Any loss or gain resulting from errors made by the Trustee, its officers, employees or agents in the execution of investment instructions for your Plan will be for the Trustee's account.
   (g) The Trustee is authorized to make any financial arrangements that are required, necessary or appropriate to enable it to settle trades for your Plan according to your investment instructions or those of a Dealer.
   (h) In the absence of satisfactory investment instructions, cash received by the Trustee in connection with your Plan will be converted into the currency denomination of your Plan and will be invested in an interest-bearing cash deposit as part of the Trustee's guaranteed funds. The Trustee will credit your Plan with interest, as calculated by the Trustee, at the rate published by it from time to time for such deposits. Any interest in excess of the published rate will be for the Trustee's account and the Trustee may pay a portion of this excess to any agent that it appoints to provide services in connection with your Plan. Interest will not be paid to your Plan unless interest earned on such deposits is more than the specified minimums published by the Trustee or B2B Bank Intermediary Services Inc. (the "Administrator") from time to time.
   (i) If it is necessary for cash or other assets held in your Plan to be converted to another currency, the Trustee, its affiliate, its agent or a person engaged by the Trustee may act as principal on its own behalf and not on your behalf to convert the currency at the rate established by 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 its cost of currency will be for the account of the Trustee or other service provider.
8. **Withdrawals and Refunds:** Following receipt of satisfactory instructions from you or a Dealer, the Trustee will make a payment from your Plan to: (a) you or your spouse, as applicable, to reduce taxes otherwise payable under Part X.1 of the Tax Act in respect of over-contributions to RRSPs or under part XI.01 of the Tax Act; or (b) you. If the value of your Plan is less than $500 or substantially all of the assets in your Plan are illiquid (as determined by the Trustee), the Trustee may make a payment to you from your Plan equal to the value of your Plan or transfer the illiquid assets to you from your Plan. The Trustee may transfer or realize any investment of your Plan selected by it for the purpose of making a payment to you or your spouse and will not be liable for any resulting loss. Payments will be made net of all proper charges including tax required to be withheld. If your Plan does not have sufficient cash to pay these charges, the Trustee will be entitled to require you to pay these charges.
9. **Transfers from your Plan:** Following receipt of satisfactory instructions from you or a Dealer, the Trustee will transfer all or part of the assets of your Plan (less all proper charges) to the issuer or agent of the issuer of an RRSP or a registered retirement income fund ("RRIF"), as instructed. If the Trustee receives instructions to transfer some of the assets of your Plan, it may request instructions to transfer all the assets of your Plan and may delay the transfer until after it receives the requested instructions. If the Trustee has not received the requested instructions within 30 days of its request or if the issuer of the recipient plan refuses to accept the transfer of any assets of your Plan, the assets that have not been transferred may, at the option of the Trustee, be transferred or paid to you (less taxes required to be withheld and any other proper charges). The Trustee will make an effort to provide the issuer of any recipient plan with all relevant information in its possession. The Trustee will make an effort to sell or transfer specific investments of your Plan to effect the transfer as instructed. In the absence of satisfactory instructions, the Trustee may sell or transfer any investments of your Plan selected by it to affect the transfer and will not be liable for any resulting loss. The transfer of assets will be made subject to any restrictions under the Tax Act or the terms and conditions of the investments of your Plan.
10. **Maturity:** On or before December 31 of the year in which you reach the maximum age for maturity specified by the Tax Act, the assets of your Plan must be transferred to a RRIF or liquidated and the proceeds (less all proper charges) used to acquire an annuity that conforms with the Tax Act. If you or a Dealer do not provide the Trustee with satisfactory instructions by September 30 of that 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. The Trustee will act as your attorney to execute documents and make elections necessary to establish the RRIF. However, if the issuer of the RRIF does not accept the transfer, the assets of your Plan will be paid or transferred to you (less taxes required to be withheld and any other proper charges).
11. **Annuity:** An annuity purchased with the assets of your Plan must conform to the requirements of the Tax Act which, among other things, requires the annuity to provide equal annual or more frequent periodic payments to you, or to you until your death and then to your spouse, until there is a payment in full or partial commutation of the annuity and where the commutation is partial, equal annual or more frequent periodic payments afterwards except for adjustments permitted by the Tax Act. Payments may not exceed a term of years equal to 90 minus either your age (in whole years) or, if your spouse is younger than you, your spouse's age (in whole years) at the time the annuity is established. Payments to your spouse in any year after your death may not be greater than payments made in a year before your death. If the annuity becomes payable to a person other than you or your spouse, the value of payments must be commuted.
12. **Beneficiary Designation:** If you are domiciled in a jurisdiction which by law permits you to validly designate a beneficiary other than by Will, you may designate a beneficiary to receive the proceeds of your Plan in the event of your death before the maturity of your Plan. You may make, change or revoke your designation by written notice to the Trustee signed by you in a form acceptable to the Trustee. Any designation, amended designation or revoked designation will be valid on the day following its receipt by the Trustee.
13. **Death:** Upon receipt of satisfactory evidence of your death, the Trustee will hold the assets of your Plan for payment in a lump sum to your designated beneficiary if that person was living on the date of your death. If you have not designated a beneficiary or if your designated beneficiary predeceases you, the assets of your Plan will be paid to your legal representatives. The lump sum payment will be paid subject to the deduction of all proper charges after the Trustee receives all releases and other documents that it requests.
14. **Prohibition:** Except as specifically permitted under the Tax Act, no advantage that is conditional in any way on the existence of your Plan may be extended to you or a person with whom you do not deal at arm's length. You may not engage in any transaction, investment, payment or transfer which is or may be an advantage, an RRSP strip or a swap transaction under Part XI.01 of the Tax Act. Retirement income under your Plan may not be assigned in whole or in part. The assets of your Plan may not be used as security for a loan except as permitted by the Trustee. The Trustee will not make any payments from your Plan except those specifically permitted under the provisions of this declaration or the Tax Act or required by law. The Trustee reserves the right to prohibit any transaction, investment, payment or transfer, whether an advantage, an RRSP strip or a swap transaction under the Tax Act, or such other payment or transfer which is or may be prohibited or penalized under the Tax Act.
15. **Date of Birth and Social Insurance Number:** The statement of your and, if applicable, your spouse's birth date and social insurance number on your Application is deemed to be a certification of its truth and your undertaking to provide proof if requested by the Trustee.
16. **Accounting and Reporting:** The Trustee will maintain an account of your Plan reflecting, with appropriate dates: (a) contributions to your Plan; (b) the name, number and cost of investments purchased or sold by your Plan; (c) dividends, interest and other distributions received by your Plan; (d) cash; (e) withdrawals, transfers and expenses paid from your Plan; and (f) the balance of your account. The Trustee will send you a quarterly statement of your account. Before April of each year, the Trustee will provide any applicable tax reporting required to be filed with your or your spouse's personal income tax return for the previous year.
17. **Fees and Expenses:** The Trustee may charge you or your Plan fees as published by it or the Administrator from time to time. The Trustee will give you at least 30 days notice of any change in our account fees. In addition, the Trustee is entitled to charge your Plan fees for out-of-the-ordinary services requested by you or a Dealer in connection with your Plan and the Trustee is entitled to reimbursement from your Plan for all disbursements, expenses and liabilities incurred by in connection with your Plan except for those taxes, interest and penalties imposed on the Trustee by the Tax Act that are not reimbursable to the Trustee from your Plan under the Tax Act. 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 your Plan; investment advisory fees paid to a Dealer; legal and accounting fees; fees in connection with financial arrangements made to facilitate the conversion of currency; and taxes, interest and penalties imposed on your Plan except for those taxes, interest and penalties imposed on the Trustee by the Tax Act that are not reimbursable to the Trustee from your Plan under the Tax Act. The Trustee is entitled to deduct the unpaid fees, disbursements, expenses and liabilities from the assets of your Plan or, except where prohibited by the Tax Act, any other account held by you with the Trustee or any of its affiliates and for this purpose the Trustee is authorized,

## Retirement Savings Plan Declaration of Trust (continued)

but not obliged, to realize sufficient assets of your Plan or such other account selected by the Trustee. The Trustee shall not be responsible for any resulting loss. Except where prohibited by the Tax Act and notwithstanding any other provision of this declaration, the Trustee is entitled to deduct from any other account held by you with the Trustee or any of its affiliates those taxes, interest and penalties imposed on the Trustee by the Tax Act that are not reimbursable to the Trustee from your Plan under the Tax Act.

18. **Tax imposed on you or your Plan:** If your Plan becomes liable for tax, interest or penalties under the Tax Act or provincial legislation, the Trustee may sell any investment of your Plan to pay the liability. The Trustee may, but is not obliged to, sell or otherwise dispose of any investment of your Plan to avoid or minimize the imposition of tax, interest or penalties on you or your Plan. Except for those taxes, interest and penalties imposed on the Trustee by the Tax Act that are not reimbursable to the Trustee from your Plan under the Tax Act, if any, the Trustee shall not be liable for any tax, interest or penalty imposed on you or your Plan. The Trustee shall not be liable for any loss resulting from the disposition or failure to dispose of any investment held by your Plan.
19. **Delegation of Duties:** Without detracting in any way from its responsibility, the Trustee may appoint 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 your Plan, executing investment instructions, safekeeping the assets of your Plan, account and record keeping, preparing and issuing statements and tax receipts, calculating, recording and crediting interest on cash balances held in your Plan, communicating with you, a Dealer or legal representatives and responding to your or 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 your 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 your Plan and/or currency converted.
20. **Execution of Trades:** When executing trades for your Plan, the Trustee may engage the services of: (a) brokers or investment dealers registered under applicable securities laws; (b) itself to the extent it is by law authorized to engage in all or any part of the trading activity; and (c) an affiliate (as defined in the Business Corporations Act (Ontario)) to the extent that the affiliate is by law authorized to engage in all or part of the trading activity.
21. **Custodian:** The Trustee may engage one or more Canadian chartered banks, Canadian or provincial trust companies, registered brokers or investment dealers as a depository to hold some or all of the investments of your Plan, provided that: (a) the depository may not offset any debt or obligation owing to the depository against assets of your Plan, (b) the assets of your Plan may not be pledged, assigned or otherwise encumbered, and (c) if the depository is a broker or investment dealer, the terms and conditions of the engagement will comply with the published requirements of applicable regulatory authorities. The Trustee may arrange for the deposit and delivery of any investments of your Plan with The Canadian Depository for Securities Limited, the Depository Trust Company or any other properly authorized domestic or foreign depository.
22. **Indemnity:** None of the Trustee or its officers, employees and agents will be liable for and are indemnified by you and your Plan from and against all expenses, liabilities, claims, losses and demands of any nature arising out of the holding of the assets of your Plan; the dealing with the assets of your Plan in accordance with instructions which the Trustee, its officers, employees or agents believes in good faith to be given by you or a Dealer or other agent; making financial arrangements to settle trades; and the sale, transfer or release of assets of your Plan in accordance with this declaration, unless caused by or resulting from its dishonesty, bad faith, willful misconduct or gross negligence.
23. **Amendments:** From time to time, the Trustee may amend this declaration with the approval of the Canada Revenue Agency provided that the amendment does not disqualify your Plan as an RRSP under the Tax Act or other legislation. Any amendment to ensure that your Plan continues to comply with the Tax Act or other legislation will be effective without notice. Any other amendment will be effective not less than 30 days after notice has been provided to you.
24. **Successor Trustee:** The Trustee may resign and be discharged from all duties and liabilities under this declaration by giving written notice to the Administrator. The Administrator is initially nominated to appoint a company as successor trustee. If the company appointed by the Administrator does not accept the office of trustee of your Plan within 30 days of being appointed, then the Trustee may nominate you to appoint a successor trustee by providing notice to you. Upon acceptance of the office of trustee of your Plan, the successor trustee will be trustee of your Plan as if it had been the original declarant of your Plan and your 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. If you are unable to appoint a successor trustee who accepts the office of trustee of your Plan within 60 days of you being nominated to appoint a successor trustee, the assets of your Plan net of all proper charges will be withdrawn from your Plan and transferred to you and the Trustee will be relieved of all duties and liabilities under this declaration.
25. **Notice to you:** Any notice, request or other communication required or permitted to be given to you by the Trustee must be in writing and will be sufficiently given if it is sent by pre-paid mail, telecopier, electronic mail or other form of electronic transmission addressed to you at the address provided on your Application or subsequently provided by you or a Dealer in a notice to the Trustee. For greater certainty, the Trustee is not responsible for verifying the accuracy or currency of any address provided to it. Any notice, request or other communication will be deemed to have been given to you and received by you on the day of mailing or transmission.
26. **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 you 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 Administrator by pre-paid mail, courier or telecopier addressed to the Trustee or the Administrator at the address for the Administrator last provided to you. The Trustee is permitted but not obliged to accept and act on a notice, request or other communication given to it by you 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 you 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 Administrator.
27. **Locked-in Plans:** If in accordance with the relevant pension legislation, locked-in assets are transferred to your Plan, then the attached Locking-in Supplement or the attached Addendum that governs your Plan, as applicable, forms part of this declaration. Unless otherwise prohibited by law, where there is inconsistency between the provisions of the Locking-in Supplement or the attached Addendum that governs your Plan, as applicable, and any other provisions within the declaration, the provisions of the supplement or addendum apply.
28. **Language:** If the language preference selected in your Application is English, this declaration and all ancillary documents will be provided to you in English. Si la préférence linguistique choisie dans votre demande est l'anglais, la présente déclaration et tous les documents accessoires vous seront fournis en anglais.
29. **Governing Laws:** This declaration will be governed, construed and enforced in accordance with the laws of Ontario and Canada except that the word "spouse" as used in this declaration refers to a person recognized as your spouse or common-law partner for the purposes of the Tax Act.
30. **Specimen Plan:** RSP 417-028.

Revised: July 20, 2020

## Locking-in Supplement for a LIRA or Locked-in RSP or RLSP

1. **Definitions: In this Locking-in Supplement:**
   - (a) unless otherwise defined, terms defined in the Declaration have the same meaning in this Locking-in Supplement;
   - (b) Declaration: means the declaration of trust for your Plan;
   - (c) LIF: means a "LIF" or "life income fund" as defined in pension legislation, other than a RLIF;
   - (d) Life annuity: means a "life annuity", "life annuity contract", "annuity contract", "life pension", "immediate life annuity" and "deferred life annuity", as defined in pension legislation, that conforms with the Tax Act and pension legislation;
   - (e) LIRA: means a "LIRA", "locked-in retirement account" or "locked-in retirement account contract" as defined in pension legislation;
   - (f) Locked-in RSP: means a "locked-in registered retirement savings plan" as defined in pension legislation or where undefined means a RRSP that satisfies the conditions under pension legislation for receiving funds that originate from a RPP, other than a RLSP;
   - (g) pension: means a "pension", "pension benefit" or "retirement pension" as defined in pension legislation and used in the context of a LIRA/Locked-in RSP or RLSP;
   - (h) pension legislation: means one of the Pension Benefits Standards Act, 1985 (Federal), the Pension Benefits Act (New Brunswick), the Pooled Registered Pension Plans Act (Canada) (and provincial PRPP statutes and regulations), whichever governs locked-in assets transferred or to be transferred to your Plan directly or indirectly from a RPP and for greater certainty, the term pension legislation includes regulations made under that statute;
   - (i) PRIF: means a prescribed RRIF;
   - (j) RLIF: means a "restricted life income fund" as defined in Federal pension legislation;
   - (k) RLSP: means a "restricted locked-in savings plan" as defined in Federal pension legislation;
   - (l) RPP: means a pension plan or a supplemental pension plan governed by pension legislation or established by other legislative authority and registered under the Tax Act;
   - (m) RRIF: means a "registered retirement income fund" as defined in Federal pension legislation;
   - (n) PRPP: means a pooled registered pension plan as defined in the Pensions Benefits Standards Act, 1985 (Federal);
   - (o) Spouse: means a person recognized as your spouse or, where contemplated by pension legislation, your cohabiting partner, common-law partner or pension partner for the purposes of pension legislation in the context of a LIRA/Locked-in RSP or RLSP provided however that where the context requires, a spouse refers only to a person recognized as a spouse or common-law partner for the purposes of the Tax Act; and
   - (p) YMPE: means the "Year's Maximum Pensionable Earnings" as defined in the Canada Pension Plan.
2. **Application and Compliance:** If your Plan is a RRSP and locked-in assets are transferred or will be transferred to your Plan directly or indirectly from a RPP, this Locking-in Supplement applies to your Plan and forms part of the Declaration. The Trustee will comply with the relevant pension legislation.
3. **Purpose:** The Trustee will hold contributions accepted by it for your Plan, investments made with those amounts and any income and capital gains realized in respect of those investments in trust for the purposes of providing you with a pension in accordance with the Tax Act and pension legislation.
4. **Contributions to your Plan:** The only assets that may be contributed to your Plan are locked-in assets transferred directly or indirectly from a RPP; if permitted by pension legislation, a LIRA/Locked-in RSP, RLSP, LIF, RLIF, PRIF, PRPP or LRIF; a life annuity the capital of which originated from a RPP; or another source permitted by the Tax Act and pension legislation from time to time. The Trustee will not accept any amount contributed to your Plan from a source or in circumstances not permitted by the Tax Act and pension legislation. Locked-in assets governed by pension legislation of one jurisdiction may not be commingled in your Plan with non-locked-in assets or locked-in assets governed by pension legislation of another jurisdiction. Where New Brunswick pension legislation governs your Plan, if the amount transferred to your Plan was determined in a way that differentiated based on your gender, amounts subsequently transferred to your Plan must have been differentiated on the same basis.
5. **Investments:** The investments held in your Plan must comply with the investment rules imposed by the Tax Act for a RRSP.
6. **Withdrawals:** The assets of your Plan may only be withdrawn, transferred or surrendered in the manner contemplated by this Locking-in Supplement and where:
   - (a) a payment is made to reduce taxes otherwise payable under Part X.1 of the Tax Act;
   - (b) you withdraw all of the assets of your Plan in circumstances permitted by pension legislation;

(c) you are subject to a disability or terminal illness that considerably reduces your life expectancy;
(d) a payment is made to effect a division of assets upon relationship breakdown or in satisfaction of an order for support or maintenance;
(e) the assets of your Plan are transferred, if permitted by pension legislation, to a RPP, LIRA/Locked-in RSP, RLSP, LIF, RLIF, PRIF, PRPP or LRIF or are used to establish a life annuity;
(f) a payment is made after your death; or
(g) otherwise permitted by the Tax Act and pension legislation from time to time.

Any transaction that is contrary to this section is void. The Trustee will endeavour to make any requested payment or transfer within 30 days after receiving satisfactory instructions and any other documentation that it considers necessary.

7. **Refunds:** The Trustee will make payments pursuant to section 8 [Withdrawals and Refunds] of the Declaration to reduce taxes otherwise payable under Part X.1 of the Tax Act. Where New Brunswick pension legislation governs your Plan, the payment (less taxes required to be withheld) will be deposited into a sub-account of your Plan. The sub-account will not be a RRSP.
8. **Collapsing a Small LIRA/Locked-in RSP or RLSP:** You may withdraw the total value of the Plan assets as a lump sum, if
   (a) where New Brunswick pension legislation governs your Plan, the aggregate value of the locked-in assets you hold in all New Brunswick LIRAs, in all New Brunswick LIFs, and in all life and deferred life annuities is less than 40% of the YMPE divided by 1.06 for each year your age precedes age 65, provided the total of the pension adjustments reported to you by the Canada Revenue Agency for the two taxation years immediately preceding the request for withdrawal is zero;
   (b) where your Plan is a Federal RLSP, in the calendar year in which you reach age 55, or in any subsequent calendar year,
      i. you certify that the aggregate value of the assets in all your Federal Locked-in RSPs, Federal LIFs, Federal RLSPs, PRPP and Federal RLIFs is less than or equal to 50% of the YMPE; and
      ii. you provide the Trustee with completed Forms 2 and 3 as required by Federal pension legislation.

   The Trustee will make a lump-sum payment from your Plan equal to the value of your Plan after receiving your request, signed declaration, waiver, or attestation in the form and manner required by pension legislation and satisfactory evidence that all the necessary conditions stipulated by pension legislation are satisfied.
9. **Collapsing your Plan after you become a Non-resident:** Where Federal, New Brunswick pension legislation governs your Plan, the Trustee will make a lump-sum payment to you from your Plan equal to the value of your Plan after receiving.
   (a) your request;
   (b) any document or information required by pension legislation;
   (c) satisfactory written evidence that the Canada Revenue Agency has determined that you (and where New Brunswick pension legislation governs your Plan, your spouse) are a non-resident of Canada for the purposes of the Tax Act;
   (d) where New Brunswick pension legislation governs your Plan, satisfactory written evidence that you and your spouse, if any, are not Canadian citizens;
   (e) where New Brunswick pension legislation governs your Plan, a waiver from your spouse in the form required by pension legislation; and
   (f) where Federal pension legislation governs your Plan, the Trustee will not make the payment until you have been absent from Canada for at least two years.
10. **Shortened Life Expectancy:** The Trustee will make a payment or series of payments to you to enable a full or partial withdrawal of the assets in your Plan, but only to the extent and in the manner permitted by pension legislation, after receiving:
   (a) a request;
   (b) where New Brunswick pension legislation governs your Plan, a waiver from your spouse in the form and manner required by pension legislation; and
   (c) any other document or information required by pension legislation.
11. **Financial Hardship:**
   (1) If Federal pension legislation governs your Plan, you may withdraw an amount from your Plan up to the lesser of the amount determined by the formula M+N and 50% of the YMPE minus the aggregate amount of any other financial hardship withdrawals under Federal pension legislation made in the calendar year from any Federal Locked-in RSP, Federal RLSP, Federal LIF, or Federal RLIF you hold, where
      M = the total amount of the expenditures that you expect to make on medical or disability related treatment or adaptive technology for the calendar year, and
      N = the greater of zero and the amount determined by the formula P-Q,

   where;
      P = 50% of the YMPE, and
      Q = two thirds of your total expected income for the calendar year determined in accordance with the Tax Act, excluding withdrawals in the calendar year for financial hardship from any Federal Locked-in RSP, Federal RLSP, Federal LIF, or Federal RLIF you hold.

   Provided,
   (a) you certify that you have not made a financial hardship withdrawal under Federal pension legislation in the calendar year from any Federal Locked-in RSP, Federal RLSP, Federal LIF, or Federal RLIF you hold, other than within the last 30 days before such certification,
   (b) if the value of M is greater than zero,
      (i) you certify that you expect to make expenditures on medical or disability-related treatment or adaptive technology for the calendar year in excess of 20% of your total expected income for that calendar year determined in accordance with the Tax Act, excluding withdrawals in the calendar year for financial hardship from any Federal Locked-in RSP, Federal RLSP, Federal LIF, or Federal RLIF you hold.
      (ii) a physician certifies that such medical or disability-related treatment or adaptive technology is required, and
   (c) you provide the Trustee with completed Forms 1 and 2 as required by Federal pension legislation.

   **High medical or disability-related costs**

   For financial hardship unlocking based on medical or disability-related costs, these expected costs must be of 20% or more of your expected income for the current calendar year. You may withdraw an amount up to the full medical or disability-related costs subject to a maximum amount of 50% of the YMPE.
12. **Spousal Payments after Relationship Breakdown:** The assets of your Plan may be subject to division under family law and pension law. After receiving satisfactory evidence of entitlement and confirmation that a payment is not prohibited by pension law, a payment or payments will be made out of your Plan but only to the extent and in the manner permitted by law:
   (a) to effect a division of assets provided the payment is made pursuant to applicable marital property legislation; or
   (b) pursuant to an execution, seizure, attachment or other process of law in satisfaction of an order for support or maintenance. Within the limits permitted by pension legislation, the Trustee may deduct from your Plan its cost of complying with an order for support or maintenance.
13. **Spousal Entitlement to Survivor Benefits after Relationship Breakdown:**
   (1) Your spouse's entitlement to survivor benefits:
      (a) may end upon divorce, annulment or separation; and
   (2) Notwithstanding subsection 13(1) of this Locking-in Supplement, your former spouse is entitled to survivor benefits:
      (a) if named as a beneficiary of your Plan; or
      (b) if applicable pensions legislation is satisfied.
14. **Transfers from your Plan:** Subject to any restrictions imposed by the Tax Act or pension legislation, all or any part of the assets of your Plan may be transferred to the issuer of a RPP or life annuity or, if permitted by pension legislation, a LIRA/Locked-in RSP, RLSP, LIF, RLIF, PRIF, PRPP or LRIF. Before transferring assets from your Plan, the Trustee will:
   (a) confirm that the transfer is permitted under pension legislation and the Tax Act;
   (b) confirm that the issuer of the recipient plan is on the list of acknowledged financial institutions and the recipient plan is on the list of LIRAs/Locked-in RSPs, RLSPs, LIFs, RLIFs, PRPP or LRIFs if such a list is maintained by the applicable pension regulator;
   (c) notify the issuer of the recipient plan of the locked-in status of the assets being transferred and the pension legislation that governs the assets; and
   (d) obtain the commitment of the issuer of the recipient plan to administer the transferred assets according to pension legislation. The Trustee will comply with any other requirement imposed by pension legislation. If required by pension legislation, your spouse must provide consent to the transfer or waiver in the form and manner required by pension legislation.
15. **Maturity:** Any assets held in your Plan on December 31 of the year in which you reach the maximum age for maturity specified by the Tax Act or an earlier age if specified by pension legislation must be used to establish a LIF, LRIF, RLIF, PRIF, PRPP or life annuity, as the case may be, that conforms with the Tax Act and pension legislation. If the Trustee does not receive satisfactory instructions by September 30 of that 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 LIF, LRIF, RLIF, PRIF or life annuity selected by the Trustee and the Trustee will not be liable for any resulting loss.
16. **Life Annuity:** A life annuity established with the assets of your Plan must comply with pension legislation in addition to the rules imposed by the Tax Act. A life annuity established with the assets of your Plan must be established for your life. However, if you have a spouse on the date payments under the life annuity begin, the life annuity must be established for the life of the survivor of you and your spouse unless a spousal waiver has been provided in the form and manner required by pension legislation and has not been revoked. Your spouse's right to a life annuity as your survivor may be waived (and the waiver may be revoked) in the form and manner stipulated by pension legislation. Payments under the life annuity may not begin before the earliest date permitted by pension legislation. If your spouse is entitled to payments under the life annuity after your death, those payments must be at least 60 percent of the amount to which you were entitled before your death. The life annuity may not differentiate based on your gender except to the extent permitted by pension legislation.
17. **Beneficiary Designation:** The designation of a person other than your spouse as the beneficiary of your Plan will not be valid if you have a spouse who is entitled to survivor benefits under your Plan because of pension legislation. Your spouse's right to be the beneficiary of your Plan may be waived (and the waiver may be revoked) in the form and manner stipulated by pension legislation.
18. **Death:** Following your death, the assets of your Plan will be paid to the person who was your spouse on the date of your death or will be used to provide that person with a pension unless that person is not entitled to survivor benefits under pension legislation. If pension legislation permits or requires that person to receive survivor benefits in a form other than a lump-sum payment, that person may instruct the Trustee to transfer the assets of your Plan to the issuer of a RRSP, LIRA/Locked-in RSP, RLSP, RRIF, LIF, RLIF, PRIF, LRIF, PRPP or life annuity as permitted by pension legislation and the Tax Act. If you did not have a spouse on the relevant date or if your spouse is not entitled to survivor benefits under pension legislation, the assets of your Plan will be paid to your designated beneficiary, if that person was living at the date of your death and if not, to your legal representatives. The assets of your Plan will be paid out of your Plan within 60 days after the Trustee receives all releases and other documents that it requests. If the Trustee has not received satisfactory instructions by that date, the Trustee may transfer the assets of your Plan as permitted or required by pension legislation and the Trustee will not be liable for any resulting loss.
19. **Other Payments or Transfers:** The Trustee will make a lump sum or series of payments or transfers from your Plan not otherwise provided for in this Locking-in Supplement but only in the manner and to the extent specifically permitted by pension legislation and only after receiving your request and any documents and information required by it and pension legislation.
20. **Valuation:** If your Plan is governed by Federal pension legislation, on any given day, the value of your Plan will be determined based on the value of the assets owned by your Plan at the close of business on that day net of any fees or expenses properly chargeable to your Plan.
21. **Assignment and Seizure:** The assets of your Plan may not be assigned, charged, alienated, anticipated, given as security or subjected to execution, seizure or attachment, except as permitted by the Tax Act and pension law. A transaction that is contrary to this section is void.
22. **Amendments:** From time to time the Trustee may amend the Declaration (including this Locking-in Supplement) provided that the amendment does not disqualify your Plan as a LIRA/Locked-in RSP or RLSP and, if required by law, the amendment is approved by the authorities administering the Tax Act and pension legislation. Amendments that do not reduce your benefits but are required to ensure that your Plan continues to comply with the law will be effective without notice. Any other amendment will be effective not less than 30 days (or 90 days where required by pension legislation) after notice has been provided to you. Where required by pension legislation, you will also be provided with notice of your entitlement to transfer assets out of your plan.

Revised: July 20, 2020

## Alberta Schedule 1 - Locked-in Retirement Account Addendum

**Part 1 - Interpretation**

**Interpretation**

**1 (1)** The following terms, used in this addendum, have the meanings respectively given them as indicated below, except where the context otherwise requires:

(a) "Act" means the Employment Pension Plans Act (SA 2012 cE-8.1);

(b) "Designated beneficiary", in relation to the owner of this locked-in retirement account, means a beneficiary designated under section 71(2) of the Wills and Succession Act;

(c) "Life annuity" means a non-commutable arrangement to provide, on a deferred or immediate basis, a series of periodic payments for the life of the annuity holder or for the lives jointly of the annuity holder and the annuity holder's pension partner;

(d) "Locked-in retirement account issuer" means the issuer of this locked-in retirement account;

(e) "Locked-in money" means

(i) money in a pension plan the withdrawal, surrender or receipt of which is restricted under section 70 of the Act,

(ii) money transferred under section 99(1) of the Act, and

(iii) money to which subclause (i) applies, that has been transferred out of the plan, and any interest on that money, whether or not that money had been transferred to one or more locked-in vehicles after it was transferred from the plan, and includes money that was deposited into this locked-in retirement account under section 116(1)(a) of the Regulation or paid to the locked-in retirement account issuer under section 116(1)(b) or (2) of the Regulation;

(f) "Member owner" means an owner of a locked-in vehicle if

(i) the owner was a member of a pension plan, and

(ii) the locked-in vehicle contains locked-in money from that plan;

(g) "Owner" means a member owner or a pension partner owner;

(h) "Pension partner" means a person who is a pension partner within the meaning of subsection (2);

(i) "Pension partner owner" means an owner of a locked-in vehicle if

(i) the owner is a pension partner, former pension partner or surviving pension partner of a pension plan or a member owner,

(ii) the locked-in vehicle contains locked-in money from that plan, and

(iii) the pension partner owner's entitlement to the locked-in money in the locked-in vehicle arose by virtue of

(A) the death of the member of a pension plan or a member owner, or

(B) a breakdown of the marriage between the pension partner owner and the member of a pension plan, or the pension partner owner and the member owner;

(j) "Regulation" means the Employment Pension Plans Regulation;

(k) "this locked-in retirement account" means the locked-in retirement account to which this addendum applies.

**(2)** Persons are pension partners for the purposes of this addendum on any date on which one of the following applies:

(a) they

(i) are married to each other, and

(ii) have not been living separate and apart from each other for a continuous period longer than 3 years;

(b) if clause (a) does not apply, they have been living with each other in a marriage-like relationship

(i) for a continuous period of at least 3 years preceding the date, or

(ii) of some permanence, if there is a child of the relationship by birth or adoption.

**(3)** Terms used in this addendum and not defined in subsection (1) but defined generally in the Act or Regulation have the meanings assigned to them in the Act or Regulation, respectively.

**Part 2 - Transfers In and Transfers and Payments Out of Locked-in Retirement Account**

**Limitation of deposits to this account**

**2** The only money that may be deposited in this locked-in retirement account is

(a) locked-in money from a pension plan if

(i) this locked-in retirement account is owned by a member owner, or

(ii) this locked-in retirement account is owned by pension partner owner,

and

(b) money deposited by the locked-in retirement account issuer under section 116(1)(a) of the Regulation or paid to the locked-in retirement account issuer for deposit to this locked-in retirement account under section 116(1)(b) or (2) of the Regulation.

**Limitation on withdrawals from this account**

**3 (1)** Money in this locked-in retirement account, including investment earnings, is for use in the provision of retirement income.

**(2)** Despite subsection (1), money may be withdrawn from this locked-in retirement account in the following limited circumstances:

(a) by way of a transfer to another locked-in retirement account on the relevant conditions specified in this addendum;

(b) to purchase a life annuity in accordance with section 6(3);

(c) by way of a transfer to a pension plan if the plan text document of the plan allows the transfer;

(d) by way of a transfer to a life income fund in accordance with Division 3 of Part 9 of the Regulation;

(e) in accordance with Part 4 of this addendum.

**(3)** Without limiting subsections (1) and (2) and in accordance with section 72 of the Act, money in this locked-in retirement account must not be assigned, charged, alienated or anticipated and is exempt from execution, seizure or attachment.

**(4)** The locked-in retirement account issuer must comply with any applicable requirements of the Act and the Regulation before allowing a payment or transfer of any of the money in this locked-in retirement account.

**General liability on improper payments or transfers**

**4** If the locked-in retirement account issuer pays or transfers money from this locked-in retirement account contrary to the Act or the Regulation,

(a) subject to clause (b), the locked-in retirement account issuer must,

(i) if less than all of the money in this locked-in retirement account is improperly paid or transferred, deposit into this locked-in retirement account an amount of money equal to the money that had been improperly paid or transferred, or

(ii) if all of the money in this locked-in retirement account is improperly paid or transferred, establish a new locked-in retirement account for the owner and deposit into that new locked-in retirement account an amount of money equal to the amount of money that had been improperly paid or transferred, or

(b) if

(i) the money is transferred out of this locked-in retirement account to an issuer that is authorized under the Regulation to issue locked-in retirement accounts,

(ii) the act or omission that is contrary to the Act or the Regulation is the failure of the locked-in retirement account issuer to advise the transferee issuer that the money is locked-in money, and

(iii) the transferee issuer deals with the money in a manner that is contrary to the manner in which locked-in money is to be dealt with under the Act or the Regulation,

the locked-in retirement account issuer must pay to the transferee issuer, in accordance with the requirements of the Act and the Regulation relating to transfers of locked-in money, an amount equal to the amount dealt with in the manner referred to in subclause (iii).

**Remittance of securities**

**5 (1)** If this locked-in retirement account holds identifiable and transferable securities, the transfers referred to in this Part may, unless otherwise stipulated in the contract to which this is an addendum, be effected, at the option of the locked-in retirement account issuer and with the consent of the owner, by the transfer of any such securities.

**(2)** Subject to section 2, there may be transferred to this locked-in retirement account identifiable and transferable securities, unless otherwise stipulated in the contract to which this is an addendum, if that transfer is approved by the locked-in retirement account issuer and consented to by the owner.

**Retirement income**

**6 (1)** This locked-in retirement account may be converted to retirement income, whether in the form of a life income fund or a life annuity, at any time after the owner of the locked-in retirement account reaches 50 years of age, and must be converted to retirement income on or before the last date on which a person is allowed under the *Income Tax Act* (Canada) to start receiving a pension from a registered pension plan.

**(2)** The money in this locked-in retirement account must not be transferred to a life income fund unless

(a) payments under the life income fund cannot commence before the owner of the locked-in retirement account reaches 50 years of age,

(b) subject to clause (c)(ii), the owner has made an election for unlocking under section 71(5)(b) of the Act that meets the conditions set out in Schedule 3 and the amount unlocked, if any, has been paid to the owner, and

(c) if the owner is a member owner who has a pension partner,

(i) a waiver in Form 10 has been signed by the owner's pension partner and provided to the locked-in retirement account issuer, and

(ii) if the owner has elected the unlocking option, a waiver in Form 14 has been signed by the owner's pension partner and provided to the locked-in retirement account issuer.

**(3)** The money in this locked-in retirement account must not be transferred to an insurance company for the purchase a life annuity unless

(a) payments under the annuity will not commence before the owner of the locked-in retirement account reaches 50 years of age,

(b) payments under the annuity commence on or before the last date on which a person is allowed under the *Income Tax Act* (Canada) to start receiving a pension from a registered pension plan,

(c) there is no differentiation amongst the annuitants on the basis of gender, and

(d) if the owner is a member owner and if the member owner has a pension partner,

(i) the life annuity is in the form of a joint and survivor pension as described in section 90(2) of the Act, or

(ii) in the case of a life annuity that is in a form that is different from the form of pension described in subclause (i), a waiver in Form 11 signed by the member owner's pension partner has been provided to the locked-in retirement account issuer not more than 90 days before the transfer.

**(4)** A transfer under subsection (2) or (3) must be made within 60 days after the delivery to the locked-in retirement account issuer of the documents required to effect the transfer.

**Part 3 - Death of Owner**

**Transfers on death of member owner**

**7 (1)** Subject to subsections (2) and (3), if a member owner dies and he or she is survived by a pension partner, the locked-in retirement account issuer must transfer any money that remains in this locked-in retirement account, within 60 days after the delivery to the locked-in retirement account issuer of the documents required to effect the transfer, to whichever of the following the surviving pension partner elects:

(a) a pension plan if the plan text document of the plan allows the transfer;

(b) another locked-in retirement account;

(c) a life income fund in accordance with section 6(2);

(d) an insurance company to purchase a life annuity in accordance with section 6(3).

**(2)** If the surviving pension partner is a non resident, any money that remains in the locked-in retirement account must be paid to the surviving pension partner in a lump sum.

**(3)** If a member owner of a locked-in retirement account dies and

(a) he or she is not survived by a pension partner, or

(b) he or she has a surviving pension partner and a waiver in Form 12 signed by the surviving pension partner is provided to the locked-in retirement account issuer

the locked-in retirement account issuer must pay any money that remains in the locked-in retirement account, within 60 days after the delivery to the issuer of the documents required to effect the payment, to the designated beneficiary or, if there is no living designated beneficiary, to the personal representative of the member owner's estate.

**(4)** Where a waiver in Form 12 is signed by the surviving pension partner and provided to the locked-in retirement account issuer, that pension partner is not entitled to receive money in the locked-in retirement account under subsection (3) as the member owner's designated beneficiary.

**Transfers on death of pension partner owner**

**8** If a pension partner owner dies, the locked-in retirement account issuer must pay any money that remains in this locked-in retirement account, within 60 days after the delivery to the locked-in retirement account issuer of the documents required to effect the transfer,

(a) to the pension partner owner's designated beneficiary, or

(b) if there is no living designated beneficiary, to the personal representative of the pension partner owner's estate.

**Part 4 - Withdrawal, Commutation and Surrender**

**YMPE based lump sum payment**

**9** The locked-in retirement account issuer will, on application, provide to the owner of the locked-in retirement account the lump sum amount referred to in section 71(2) of the Act if, at the time of the application,

(a) the balance of the locked-in retirement account does not exceed 20% of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan for the calendar year in which the application is made, or

(b) the owner is at least 65 years of age and the balance of the locked-in retirement account does not exceed 40% of the YMPE for the calendar year in which the application is made.

**Splitting of contract**

**10** If this locked-in retirement account is not eligible for a lump sum payment option referred to in section 9, assets in the locked-in retirement account must not be divided and transferred to 2 or more locked-in retirement accounts, life income funds, pension plans or annuities or any combination of them if that transfer would make the money in any one or more of those vehicles eligible to be paid out by way of a lump sum payment under section 71(1) or (2) of the Act.

**Shortened life payments**

**11** On application by the owner of this locked-in retirement account referred to in section 71(4)(a) of the Act, the locked-in retirement account issuer will pay, to the owner, a payment, or series of payments for a fixed term, of all or part of the money held in the locked-in retirement account if

(a) a medical practitioner certifies that the owner has a disability or illness that is terminal or to likely shorten the owner's life considerably, and

(b) at the time of the application, if the owner is a member owner and has a pension partner, a waiver in Form 13 signed by the pension partner has been provided to the locked-in retirement account issuer,

**Non residency for tax purposes**

**12** The locked-in retirement account issuer will, on application, provide to the owner of the locked-in retirement

## Alberta Schedule 1 - Locked-in Retirement Account Addendum (continued)

account the lump sum amount referred to in section 71(4)(b) of the Act if,

(a) the owner includes in the application written evidence that the Canada Revenue Agency has confirmed that the owner is a non resident for the purposes of the *Income Tax Act* (Canada), and

(b) at the time of the application, a waiver in Form 13 signed by the pension partner has been provided to the locked-in retirement account issuer.

**Financial hardship**

**13** The locked-in retirement account issuer will, on application made in accordance with section 121(3) of the Regulation, provide to the owner of the locked-in retirement account a lump sum amount, up to the amount prescribed under section 121(5) of the Regulation, if, at the time of the application, the owner meets the requirements of the financial hardship exception set out in section 121(4) of the Regulation.

**Maximum 50% unlocking**

**14** The locked-in retirement account issuer will, on a transfer to a life income fund, provide to the owner of the locked-in retirement account a lump sum amount equal to a maximum of 50% of the value of the locked-in retirement account, if, at the time of the transfer,

(a) the owner meets the requirements for the 50% unlocking set out in Schedule 3 of the Regulation, and

(b) at the time of the application, if the owner is a member owner and has a pension partner, a waiver in Form 14 signed by the pension partner has been provided to the locked-in retirement account issuer not more than 90 days before the transfer.

Schedule 1 – Employment Pension Plans Regulation
Revised: Sept. 1, 2014

## British Columbia Locked-In Retirement Account Addendum (Schedule I - *Section 99*)

**PART 1 - DEFINITIONS AND INTERPRETATION**

1. (l) Subject to subsection (3), the following terms, used in this addendum, have the meanings given to them below, except where the context otherwise requires:

"Act" means the Pension Benefits Standards Act, S.B.C. 2012, c. 30;

"annuity" means a non-commutable life annuity contract that is issued or issuable by an insurance company to provide, on a deferred or immediate basis, a series of periodic payments for the life of the annuity holder or for the lives jointly of the annuity holder and the annuity holder's spouse;

"designated beneficiary" has the same meaning as in the Wills, Estates and Succession Act;

"locked-in money" means

(a) money the withdrawal, surrender or receipt of which is restricted under section 68 of the Act,

(b) money to which paragraph (a) applies that has been transferred out of a pension plan

(i) to this locked-in retirement account or any other locked-in retirement account or life income fund, and any interest on that money, or

(ii) to an insurance company to purchase an annuity that is permitted under the Act,

(c) money in this locked-in retirement account that was deposited into the locked-in retirement account under section 105 (1) of the Regulation or paid to the locked-in retirement account issuer under section 105 (2) or (3) (b) of the Regulation, and

(d) money in a life income fund that was deposited into the life income fund under section 124 (1) of the Regulation or paid to the life income fund issuer under section 124 (2) or (3) (b) of the Regulation;

"locked-in retirement account issuer" means the issuer of this locked-in retirement account;

"member owner" means the owner of this locked-in retirement account if

(a) the owner was a member of a pension plan, and

(b) this locked-in retirement account contains locked-in money from that plan;

"owner", in relation to this locked-in retirement account, means

(a) the member owner of this locked-in retirement account, or

(b) the spouse owner of this locked-in retirement account;

"Regulation" means the Pension Benefits Standards Regulation enacted under the Pension Benefits Standards Act, S.B.C. 2012, c. 30;

"spouse" means a person who is a spouse within the meaning of subsection (2);

"spouse owner" means the owner of this locked-in retirement account if this locked-in retirement account contains locked-in money from a pension plan and the owner is

(a) the spouse or former spouse of a member of the pension plan or member owner whose entitlement to the locked-in money in this locked-in retirement account arose by virtue of a breakdown of the marriage or marriage-like relationship between the owner and the member or member owner, or

(b) the surviving spouse of a deceased member of the pension plan or member owner whose entitlement to the locked-in money in this locked-in retirement account arose by virtue of the death of the member or member owner;

"this locked-in retirement account" means the locked-in retirement account to which this addendum applies.

(2) Persons are spouses for the purposes of this addendum on any date on which one of the following applies:

(a) they

(i) are married to each other, and

(ii) have not been living separate and apart from each other for a continuous period longer than 2 years;

(b) they have been living with each other in a marriage-like relationship for a period of at least 2 years immediately preceding the date.

(3) Terms used in this addendum that are not defined in subsection (1) but are defined in the Act or the Regulation have the meanings given to them in the Act or the Regulation.

**PART 2 - TRANSFERS IN AND TRANSFERS AND PAYMENTS OUT OF LOCKED-IN RETIREMENT ACCOUNT**

**Limitation on deposits to this locked-in retirement account**

2. The only money that may be deposited in this locked-in retirement account is

(a) locked-in money transferred from a pension plan if

(i) this locked-in retirement account is owned by a member owner, or

(ii) this locked-in retirement account is owned by a spouse owner, or

(b) money deposited by the locked-in retirement account issuer under section 105 (1) of the Regulation or paid to the locked-in retirement account issuer for deposit to this locked-in retirement account under section 105 (2) or (3) (b) of the Regulation.

**Limitation on payments and transfers from this locked-in retirement account**

3. (1) Money in this locked-in retirement account, including investment earnings, is for use in the provision of retirement income.

(2) Despite subsection (1), money may be paid or transferred from this locked-in retirement account in the following circumstances:

(a) by way of a transfer to another locked-in retirement account on the applicable conditions set out in this addendum;

(b) by way of a transfer to purchase an annuity in accordance with section 6 (3);

(c) by way of a transfer to a pension plan if the plan text document of the plan allows the transfer;

(d) by way of a transfer to a life income fund in accordance with Division 3 of Part 9 of the Regulation;

(e) in accordance with Part 4 of this addendum.

(3) Without limiting subsections (1) and (2) of this section and in accordance with section 70 of the Act, money in this locked-in retirement account must not be assigned, charged, alienated or anticipated and is exempt from execution, seizure or attachment.

(4) The locked-in retirement account issuer must comply with any applicable requirements of the Act and the Regulation before allowing a payment or transfer of any of the money in this locked-in retirement account.

**General liability for improper payments or transfers**

4. If the locked-in retirement account issuer pays or transfers money from this locked-in retirement account contrary to the Act or the Regulation,

(a) subject to paragraph (b), the locked-in retirement account issuer must,

(i) if less than all of the money in this locked-in retirement account is improperly paid or transferred, deposit into this locked-in retirement account an amount of money equal to the amount of money that was improperly paid or transferred, or

(ii) if all of the money in this locked-in retirement account is improperly paid or transferred, establish a new locked-in retirement account for the owner and deposit into that new locked-in retirement account an amount of money equal to the amount of money that was improperly paid or transferred, or

(b) if

(i) the money is transferred out of this locked-in retirement account to an issuer (the "transferee issuer") that is authorized under the Regulation to issue locked-in retirement accounts,

(ii) the transfer is contrary to the Act or the Regulation in that the locked-in retirement account issuer failed to advise the transferee issuer that the money is locked-in money, and

(iii) the transferee issuer deals with the money in a manner that is contrary to the manner in which locked-in money must be dealt with under the Act or the Regulation,

the locked-in retirement account issuer must pay to the transferee issuer, in accordance with the requirements of the Act and the Regulation relating to transfers of locked-in money, an amount equal to the amount dealt with in the manner referred to in subparagraph (iii).

**Remittance of securities**

5. (1) If this locked-in retirement account holds identifiable and transferable securities, the transfers referred to in this Part may, unless otherwise stipulated in the contract to which this is an addendum, be made, at the option of the locked-in retirement account issuer and with the consent of the owner, by the transfer of those securities.

(2) There may be transferred to this locked-in retirement account identifiable and transferable securities, unless otherwise stipulated in the contract to which this is an addendum, if that transfer is approved by the locked-in retirement account issuer and consented to by the owner.

**Retirement income**

6. (1) Subject to subsections (2) and (3), this locked-in retirement account may be converted to a life income fund or annuity any time after the owner of the locked-in retirement account reaches 50 years of age, and must be converted to retirement income on or before the last date on which a person is allowed under the Income Tax Act (Canada) to start receiving a pension from a registered pension plan.

(2) The money in this locked-in retirement account must not be transferred to a life income fund unless

(a) the member owner or spouse owner, within the meaning of paragraph (a) of the definition of "spouse owner", as the case may be, is at least 50 years of age, and

(b) if the owner is a member owner and the member owner has a spouse, one of the following has been provided to the locked-in retirement account issuer:

(i) a consent in Form 3 of Schedule 3 of the Regulation signed by the spouse in the presence of a witness and outside the presence of the member owner not more than 90 days before the date of the transfer;

(ii) confirmation, in a form and manner satisfactory to the locked-in retirement account issuer, that section 145 of the Family Law Act applies.

(3) The money in this locked-in retirement account must not be transferred to an insurance company to purchase an annuity unless

(a) payments under the annuity do not begin until the member owner or spouse owner, within the meaning of paragraph (a) of the definition of "spouse owner", as the case may be, has reached 50 years of age,

(b) payments under the annuity begin on or before the last date on which a person is allowed under the Income Tax Act (Canada) to start receiving a pension from a registered pension plan.

(c) there is no differentiation among the annuitants on the basis of gender, and

(d) if the owner is a member owner who has a spouse,

(i) the annuity is in the form of a joint and survivor pension referred to in section 80 (2) of the Act, or

(ii) one of the following has been provided to the locked-in retirement account issuer:

(A) a waiver in Form 2 of Schedule 3 of the Regulation signed by the spouse in the presence of a witness and outside the presence of the member not more than 90 days before the date that payments are to begin;

(B) confirmation, in a form and manner satisfactory to the locked-in retirement account issuer, that section 145 of the Family Law Act applies.

(4) A transfer under subsection (2) or (3) must be made within 60 days after the receipt by the locked-in retirement account issuer of all records that are necessary for the issuer to make the transfer.

**PART 3 - DEATH OF OWNER**

**Transfer or payment on death of member owner**

7. (1) Subject to subsection (2), if this locked-in retirement account is owned by a member owner who has died and he or she is survived by a spouse, the locked-in retirement account issuer must transfer the money in the locked-in retirement account to whichever of the following the surviving spouse elects:

(a) a pension plan, if the plan text document of the plan allows the transfer;

(b) another locked-in retirement account;

(c) a life income fund;

(d) an insurance company to purchase an annuity in accordance with section 6 (3) of this addendum.

(2) If this locked-in retirement account is owned by a member owner who has died and

(a) he or she is not survived by a spouse, or

(b) he or she is survived by a spouse and one of the following has been provided to the locked-in retirement account issuer:

(i) a waiver in Form 4 of Schedule 3 of the Regulation signed by the spouse before the member owner's death in the presence of a witness and outside the presence of the member owner;

(ii) confirmation, in a form and manner satisfactory to the locked-in retirement account issuer, that section 145 of the Family Law Act applies,

the locked-in retirement account issuer must pay the money in this locked-in retirement account to the member owner's designated beneficiary Of, if there is no living designated beneficiary, to the personal representative of the member owner's estate.

(3) If a waiver or confirmation has been provided under subsection (2) (b) to the locked-in retirement account issuer, the surviving spouse is not entitled to receive money from this locked-in retirement

## British Columbia Locked-In Retirement Account Addendum (Schedule I - *Section 99*) (continued)

account under subsection (2) (b) (i) as the member owner's designated beneficiary.

(4) A transfer under subsection (1) or a payment under subsection (2) must be made within 60 days after the receipt by the locked-in retirement account issuer of all records that are necessary for the issuer to make the transfer or payment.

**Payment on death of spouse owner**

8. (1) If this locked-in retirement account is owned by a spouse owner who has died, the locked-in retirement account issuer must pay the money in this locked-in retirement account to the spouse owner's designated beneficiary or, if there is no living designated beneficiary, to the personal representative of the spouse owner's estate.

(2) A payment under subsection (1) must be made within 60 days after the receipt by the locked-in retirement account issuer of all records that are necessary for the issuer to make the payment.

**PART 4 - APPLICATIONS TO UNLOCK ALL OR PART OF LOCKED-IN RETIREMENT ACCOUNT**

**Lump-sum payment of small account balance**

9. (1) On application by the owner of this locked-in retirement account, the locked-in retirement account issuer will pay to the owner the lump-sum amount referred to in section 69 (2) of the Act and section 107 of the Regulation if, on the date of the application,

(a) the balance of the locked-in retirement account does not exceed 20% of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan for the calendar year in which the application is made, or

(b) the owner is at least 65 years of age and the balance of this locked-in retirement account does not exceed 40% of the YMPE for the calendar year in which the application is made.

(2) A payment under subsection (1) must be made within 60 days after the receipt by the locked-in retirement account issuer of all records that are necessary for the issuer to make the payment.

**No splitting of contract**

10. If this locked-in retirement account is not eligible for the lump-sum payment option referred to in section 9 of this addendum, money in this locked-in retirement account must not be divided and transferred to 2 or more locked-in retirement accounts, life income funds, pension plans or annuities or any combination of them if that transfer would make the money in anyone or more of them eligible for a lump-sum payment option under section 9 of this addendum or section 69 (1) or (2) of the Act,

**Shortened life**

11. (1) On application by the owner of this locked-in retirement account, the locked-in retirement account issuer will pay to the owner the payment, or series of payments for a fixed term, referred to in section 69 (4) (a) of the Act of all or part of the money held in this locked-in retirement account if

(a) a medical practitioner certifies that the owner has an illness or a disability that is terminal or likely to shorten the owner's life considerably, and

(b) this locked-in retirement account is owned by a member owner and the member owner does not have a spouse, or, if the member owner does have a spouse, one of the following has been provided to the locked-in retirement account issuer:

(i) a waiver in Form 1 of Schedule 3 of the Regulation signed by the spouse in the presence of a witness and outside the presence of the member owner not more than 90 days before the date of the withdrawal;

(ii) confirmation, in a form and manner satisfactory to the locked-in retirement account issuer, that section 145 of the Family Law Act applies.

(2) A payment under subsection (1) must be made, or a series of payments under subsection (1) must begin, within 60 days after the receipt by the locked-in retirement account issuer of all records that are necessary for the issuer to make the payment or begin the series of payments.

**Non-residency for tax purposes**

12. (1) On application by the owner of this locked-in retirement account, the locked-in retirement account issuer will pay to the owner the lump-sum amount referred to in section 69 (4) (b) of the Act and section 109 of the Regulation if

(a) the owner includes in the application

(i) a statement signed by the owner that the owner has been absent from Canada for 2 or more years, and

(ii) written evidence that the Canada Revenue Agency has confirmed that the owner is a non-resident for the purposes of the Income Tax Act (Canada), and

(b) this locked-in retirement account is owned by a member owner and the member owner does not have a spouse, or, if the member owner does have a spouse, one of the following has been provided to the locked-in retirement account issuer:

(i) a waiver in Form I of Schedule 3 of the Regulation signed by the spouse in the presence of a witness and outside the presence of the member owner not more than 90 days before the date of the withdrawal;

(ii) confirmation, in a form and manner satisfactory to the locked-in retirement account issuer, that section 145 of the Family Law Act applies.

(2) A payment under subsection (1) must be made within 60 days after the receipt by the locked-in retirement account issuer of all records that are necessary for the issuer to make the payment.

**Financial hardship**

13. (1) On application by the owner of this locked-in retirement account in accordance with section 110 of the Regulation, the locked-in retirement account issuer will pay to the owner the lump-sum amount referred to in section 69 (4) (c) of the Act, up to the amount prescribed under section 110 (5) of the Regulation, if

(a) the owner meets the requirements of the financial hardship exception set out in section 110 (4) of the Regulation, and

(b) this locked-in retirement account is owned by a member owner and the member owner does not have a spouse, or, if the member owner does have a spouse, one of the following has been provided to the locked-in retirement account issuer:

(i) a waiver in Form I of Schedule 3 of the Regulation signed by the spouse in the presence of a witness and outside the presence of the member owner not more than 90 days before the date of the withdrawal;

(ii) confirmation, in a form and manner satisfactory to the locked-in retirement account issuer, that section 145 of the Family Law Act applies.

(2) A payment under subsection (1) must be made within 60 days after the receipt by the locked-in retirement account issuer of all records that are necessary for the issuer to make the payment.

Revised: Sept. 30, 2015

## Manitoba Locked-In Retirement Account (LIRA) Addendum To RRSP Contract

SCHEDULE 1 to Division 2

THIS IS AN ADDENDUM TO AN RRSP CONTRACT BETWEEN:

_____

(the "Owner")

AND

B2B Trustco
(the "Issuer")

**IMPORTANT NOTES:**

- A locked-in retirement account (LIRA) is a registered retirement savings plan (RRSP) to which the additional terms and conditions in this addendum apply. Together, this addendum and the RRSP contract to which it is attached form your LIRA contract.
- The money in your LIRA is locked in. The money is to be invested for the purpose of allowing you to purchase a life annuity contract or transfer it to another vehicle that provides you with retirement income, and cannot be withdrawn or transferred except as permitted by the applicable legislation.
- This addendum is prescribed by the *Pension Benefits Regulation*, a regulation under *The Pension Benefits Act of Manitoba*. It is subject to the provisions of the Act and the regulation that apply to LIRAs (the "legislation").
  - If the legislation conflicts with a provision of this addendum, the legislation overrides that provision.
  - If this addendum conflicts with a provision of the RRSP contract, the addendum overrides that provision.
  - The legislation has provisions relating to LIRAs that are not set out in this addendum.

I, the Owner, certify that:

☐ A The following statements apply to me:
- While in Manitoba, I ceased to be an active member of a pension plan or member of a pooled registered pension plan.
- Some or all of the amount transferred or to be transferred to this LIRA is attributable, directly or indirectly, to a pension benefit credit that I earned as a member of a pension plan or to funds in a PRPP account that I earned as a member of a pooled registered pension plan.

☐ B Some or all of the amount transferred or to be transferred to this LIRA is attributable, directly or indirectly, to a pension benefit credit or funds in a PRPP account that my current or former spouse or common-law partner earned as a member of a pension plan or a member of a pooled registered pension plan.

*Check box A OR box B above, whichever applies to you. If you checked box A, you must also check box C OR box D below, whichever applies to you.*

☐ C I have no spouse or common-law partner.

☐ D My spouse or common-law partner is identified in the RRSP contract to which this addendum is attached.

**GENERAL PROVISIONS**

**Interpretation**

1(1) The following definitions apply in this addendum, except where the context otherwise requires.
"**Act**" means *The Pension Benefits Act of Manitoba*, as from time to time amended. (« *Loi* »)
"**Issuer**" means the financial institution named on the first page of this addendum as the Issuer. (« émetteur »)
"**legislation**" means the Act and the regulation. (« mesures législatives »)
"**LIRA**" means the locked-in retirement account established by the Issuer for your benefit under this contract. (« CRI »)
"**pooled registered pension plan**" means a pooled registered pension plan as defined in *The Pooled Registered Pension Plans (Manitoba) Act*. (« régime de pension agréé collectif » ou « RPAC »)
"**PRPP account**" means a PRPP account as defined in *The Pooled Registered Pension Plans (Manitoba) Act*. (« compte d'un participant » ou « compte RPAC »)
"**regulation**" means the *Pension Benefits Regulation*, as from time to time amended. (« règlement »)
"**RRSP contract**" means the RRSP contract to which this addendum is attached. (« contrat de REER »)
"**you**" means the individual named on the first page of this addendum as the Owner. (« vous »)

1(2) This addendum uses other terms that are defined in the legislation. They have the same meaning here as in the legislation.

1(3) Unless the context otherwise requires, a reference in this addendum to a page or provision is a reference to that page or provision of this addendum.

1(4) You are
(a) a "**member-owner**", if you checked Box A on page 1; or
(b) a "**non-member owner**", if you checked Box B on page 1.

**When addendum takes effect**

2(1) Subject to subsection (2), this addendum takes effect
(a) when the RRSP contract is signed by you and the Issuer, if the addendum is completed and attached to the contract at the time of signing; or
(b) when the addendum is completed and attached to the contract with your written authorization, if it is attached to the contract after the contract is signed.

2(2) If you are a member-owner with a spouse or common-law partner, no money may be transferred from your LIRA to a LIF, life annuity contract, pension plan, pooled registered pension plan or a VB account until the Issuer receives a copy of a joint pension waiver signed by your spouse or common-law partner.

**Manitoba locked-in money**

3(1) Only Manitoba locked-in money may be transferred to or held in your LIRA.

3(2) Money may be transferred or withdrawn from your LIRA only as required or permitted by this addendum or the legislation.

3(3) You may not assign this LIRA or any of your rights under this contract to any person, except as required or permitted by this addendum or the legislation.

**Protection of retirement income**

4 No money or investments in this LIRA can be seized, attached or otherwise taken by any creditor, except
(a) to enforce a maintenance order against you; or
(b) if you are a member-owner with a spouse or common-law partner, to enforce a division of your pension benefit credit on a breakdown of your relationship.

**LIRA to be registered and administered as an RRSP**

5(1) The Issuer must register this LIRA as an RRSP, and must ensure that it continues to qualify for registration as an RRSP.

5(2) Money in this LIRA is to be invested in accordance with the investment rules applicable to RRSPs and

## Manitoba Locked-In Retirement Account (LIRA) Addendum To RRSP Contract (continued)

in accordance with the regulation.

**Issuer is and will remain registered**

6 The Issuer
- (a) warrants that it is registered, as required by the regulation, in relation to LIRA contracts; and
- (b) agrees to take all reasonable steps to ensure that it will remain registered for the duration of this contract.

**Annual statement**

7 Within 60 days after the beginning of each year, the Issuer must provide you with a statement that contains the following information:
- (a) the income and gains, net of losses, earned by the LIRA during the previous year;
- (b) the amount and nature of any fees charged to the LIRA during the previous year;
- (c) the LIRA balances at the beginning and at the end of the previous year.

**Statement before and after transfer**

8(1) If an amount has been transferred from the LIRA, or becomes transferable as of a specified date, the Issuer must prepare a statement showing the LIRA balance as of the date of the transfer or the specified date.

8(2) The Issuer must provide the statement
- (a) to you, if you are transferring the amount to another vehicle;
- (b) to you and your spouse, or common-law partner (or former spouse or common-law partner), if the transfer is being made to effect a division of your pension benefit credit because of a breakdown in your relationship;
- (c) to the person entitled to the death benefit under the LIRA (your surviving spouse or common-law partner, your designated beneficiary or your estate, as the case may be), if the transfer is made because of your death; or
- (d) to your spouse or common-law partner, if the transfer is to a LIF, life annuity contract, pension plan, pooled registered pension plan or VB account.

### LIRA TRANSFERS

**Permitted transfers to LIRA**

9 An amount may be transferred to this LIRA only from
- (a) a pension plan under one of the following provisions of the Act:
  - (i) if you are a member-owner, subsection 21(13) (transfer to LIRA after ceasing active membership), or
  - (ii) if you are a non-member-owner, subsection 21(26.2) (transfer by surviving spouse or common-law partner on pre-retirement death) or clause 31(4)(b) (transfer by person entitled to division of pension benefit credit);
- (b) another LIRA, or a LIF or LRIF to which no amount has been transferred or contributed other than Manitoba locked-in money;
- (c) a VB account; or
- (d) an RRSP to which no amount has been transferred or contributed other than Manitoba locked-in money; or
- (e) a pooled registered pension plan.

**Permitted transfers to other vehicle**

10 An amount may be transferred from this LIRA only to
- (a) another LIRA;
- (b) a pension plan;
- (c) a VB account;
- (d) a LIF;
- (e) an insurer to purchase a life annuity contract; or
- (f) a pooled registered pension plan.

**Restriction against splitting LIRA**

11 You may not transfer an amount from this LIRA if, as a result of the transfer, the amount transferred or the amount remaining in the LIRA would be eligible for withdrawal under Division 6 of Part 10 (commutation of small pension and withdrawals of small LIRAs and LIFs).

**Issuer's duties when transferring to another vehicle**

12(1) Before transferring an amount from the LIRA to another vehicle, the Issuer must
- (a) be satisfied that
  - (i) in the case of a transfer to a LIF or another LIRA, the issuer of the LIF or LIRA is registered with the Superintendent of Pensions as an issuer of that type of vehicle,
  - (ii) in the case of a transfer to a pension plan, the transfer is permitted by the terms of the plan, or
  - (iii) in the case of a transfer to an insurer, the transferred amount will be used only to purchase a life annuity contract;
- (b) advise the issuer or administrator of the other vehicle that the amount being transferred is Manitoba locked-in money;
- (c) be satisfied that the issuer has ascertained that the receiving financial institution, pension plan administrator or pooled registered pension plan administrator will treat the money as Manitoba locked-in money;
- (d) if you are a member-owner with a spouse or common-law partner, provide to the issuer or administrator of the other vehicle a copy of any consent or waiver provided by your spouse or common-law partner in relation to the LIRA;
- (e) if you have previously made a one-time transfer under section 21.4 of the Act or Division 3 of Part 10 of the regulation, provide to the issuer or administrator of the other vehicle a copy of any statement from the Superintendent of Pensions received by the Issuer in relation to that transfer;
- (f) provide you with the statement required by section 8 (statement before and after transfer).

12(2) When transferring an amount from the LIRA to another vehicle as permitted by section 10, the Issuer must comply with the applicable provisions of the legislation and the *Income Tax Act* (Canada).

**Liability for failure to comply**

13 If the Issuer transfers an amount out of the LIRA in contravention of the legislation or this addendum, the Issuer may be required by the legislation to provide, or fund the provision of, benefits that could have been provided with the proceeds of the LIRA if the transfer had not occurred.

**Transfer of securities**

14 When an amount is to be transferred from the LIRA to the issuer or administrator of another vehicle, the Issuer may, with your consent, effect the transfer by transferring transferable securities held by the LIRA.

### DEATH OF OWNER

**Death benefit**

15(1) Upon your death, the balance in the LIRA is payable as a death benefit to the person entitled to it under this section.

15(2) The death benefit is payable to your surviving spouse or common-law partner if
- (a) you are a member-owner; and
- (b) immediately before your death, you and your spouse or common-law partner were not living separate and apart from each other by reason of a breakdown in your relationship.

15(3) Subsection (2) does not apply if the Issuer has received a death benefit waiver signed the spouse or common-law partner and the waiver has not been revoked.

15(4) For the purpose of subsection (3), "**death benefit waiver**" includes the following:
- (a) a waiver under section 16;
- (b) a waiver under subsection 21(26.3) of the Act in respect of a pension benefit credit to which the balance in this LIRA is directly or indirectly attributable; and
- (c) a waiver under section 10.41 of Division 2 of Part 10 of the regulation in respect of a LIF to which the balance in this LIRA is directly or indirectly attributable.

15(5) If the death benefit is not payable to your surviving spouse or common-law partner, it is payable to your designated beneficiary or, if you have not designated a beneficiary, to your estate.

15(6) Within 90 days after receiving the necessary documentation, the Issuer must pay the death benefit as a lump sum to the person entitled to it. But, if that person is your spouse or common-law partner, he or she may, subject to the *Income Tax Act* (Canada), direct the Issuer to transfer it directly to a vehicle under section 10 (permitted transfers to other vehicles), and the Issuer must transfer it accordingly.

**Death benefit waiver**

16(1) Your spouse or common-law partner may, before or after your death, waive his or her entitlement or potential entitlement to the death benefit in accordance with section 10.25 of Division 2 of Part 10 of the regulation. Upon request by you or your spouse or common-law partner, the Issuer must provide the information and form required for the waiver.

16(2) A death benefit waiver may be revoked by you and your spouse or common-law partner by signing a joint revocation of that waiver and filing it with the Issuer.

### LUMP SUM WITHDRAWALS

**Overview — when you may withdraw balance**

17(1) Under the regulation, you might be entitled to withdraw the balance of your LIRA in the following circumstances:
- (a) you are a non-resident of Canada for the purposes of the *Income Tax Act* (Canada) and have had that status for at least two years (*see Division 5 of Part 10 of the regulation*);
- (b) the total of the Manitoba locked-in money in all your LIFs and LIRAs, plus interest at the prescribed rate to the end of the year in which you turn 65, is less than 40% of the YMPE for the year in which you apply for the withdrawal (*see Division 6 of Part 10 the regulation*);
- (c) you have a shortened life expectancy of less than two years (*see Division 7 of Part 10 of the regulation*).

17(2) If any of these circumstances apply to you, you may request the Issuer to provide the information and forms necessary for you to apply for a withdrawal. Subject to the regulation, the Issuer must provide you with the relevant information and forms.

May 25, 2020

## Newfoundland and Labrador - Locked-in Retirement Account (LIRA) Addendum

Upon receipt of locked-in pension assets pursuant to the *Pension Benefits Act*, 1997 (Newfoundland & Labrador), and in accordance with the instructions of the Planholder to transfer the assets to a Newfoundland & Labrador locked-in retirement account, the Plan Issuer and Planholder agree that the provisions of this Addendum are appended to and form additional terms of the retirement savings plan declaration of trust.

1. **Pension Legislation**. For the purposes of this Addendum, the word "Act" means the *Pension Benefits Act, 1997* (Newfoundland & Labrador), the word "Regulations" means the *Pension Benefits Act Regulations* made under the Act and the word "Directives" means the *Directives* made under the Act.
2. **Definitions**. All terms in this Addendum which are used in the Act, Regulations or Directives have the same meaning as under the Act, the Regulations or Directives. In this Addendum, "Plan" means the above-named retirement savings plan, governed by the declaration of trust and the additional terms of this Addendum. "Planholder" means the planholder, accountholder or annuitant under the declaration of trust and application form and includes the "owner" as that term is used in Directive No. 4. "Locked-In Assets" means all the assets in the Plan at any time and includes any interest or other earnings realized or accrued to that time.
3. **Spouse, Cohabiting Partner and Principal Beneficiary**. The word "Spouse" means a person who:
   (a) is married to the Planholder,
   (b) is married to the Planholder by a marriage that is voidable and has not been voided by a judgment of nullity, or
   (c) has gone through a form of a marriage with the Planholder, in good faith, that is void and is cohabiting or has cohabited with the Planholder within the preceding year.

   The word "Cohabiting Partner" means a person who:
   (a) in relation to a Planholder who has a Spouse, is not the Spouse of the Planholder who has cohabited continuously with the Planholder in a conjugal relationship for not less than 3 years, or
   (b) in relation to a Planholder who does not have a Spouse, has cohabited continuously with the Planholder in a conjugal relationship for not less than 1 year and is cohabiting or has cohabited with the Planholder within the preceding year.

   The word "Principal Beneficiary" means the Spouse of a Planholder or where the Planholder has a Cohabiting Partner, the Planholder's Cohabiting Partner.

   Notwithstanding anything to the contrary contained in the Plan, for the purposes of any provision of the *Income Tax Act* (Canada) respecting registered retirement savings plans, "Spouse", "Cohabiting Partner" and "Principal Beneficiary" do not include any person who is not recognized as a spouse or common-law partner under the *Income Tax Act* (Canada).
4. **Transfers into the Plan**. The only assets that may be transferred into the Plan are assets originating, directly or indirectly, from:
   (a) the pension fund of a registered pension plan that conforms with the Act and the Regulation;
   (b) another Locked-In Retirement Account that conforms with Directive No. 4;
   (c) a Life Income Fund that conforms with Directive No. 5; or
   (d) a Locked-In Retirement Income Fund that conforms with Directive No. 17.

## Newfoundland and Labrador - Locked-in Retirement Account (LIRA) Addendum (continued)

Any transfer into the Plan must be made before maturity of the Plan and on a tax-deferred basis under the *Income Tax Act* (Canada).

5. **Only Locked-In Assets, Except Separate Account**. Assets that are not locked-in shall not be transferred to or held under a Plan with this Addendum, other than a life annuity contract, that holds or will hold locked-in assets, unless the locked-in assets are to be held in a separate account.
6. **Investments**. The Locked-In Assets shall be invested and re-invested on the direction of the Planholder as provided in the declaration of trust. The Locked-In Assets will be invested in a manner that complies with the rules of investment contained in the *Income Tax Act* (Canada) and will not be invested directly or indirectly in any mortgage in respect of which the mortgagor is the Planholder or the parent, brother, sister or child of the Planholder or the Principal Beneficiary of any of those persons.
7. **Transfers Out of the Plan**. All the Locked-In Assets shall be used to provide a pension benefit and shall not be transferred or withdrawn except:
   (a) before maturity, to transfer the Locked-In Assets to the pension fund of a registered pension plan that conforms with the Act and the Regulations;
   (b) before maturity, to transfer the Locked-In Assets to another Locked-In Retirement Account that conforms with Directive No. 4;
   (c) to transfer the Locked-In Assets to a Life Income Fund that meets the requirement of Directive No. 5;
   (d) to transfer the Locked-In Assets to a Locked-In Retirement Income Fund that meets the requirement of Directive No. 17;
   (e) in accordance with paragraph 60(l) of the *Income Tax Act* (Canada), to purchase a life annuity contract that meets the requirements of Directives No. 4 and No. 6, commencing not before the person who is to receive the pension benefit obtains the earlier of:
      (i) 55 years of age, or
      (ii) the earliest date on which the Planholder who is a former member is entitled to receive a pension benefit under a pension plan from which the assets were transferred to the Plan as a result of termination of employment or termination of the plan.

   Any transfer out of the Plan must be made on a tax-deferred basis under the *Income Tax Act* (Canada). All of the Locked-In Assets must be transferred or paid on or before the 31st day of December of the year in which the Planholder reaches age 71 (or such other time for maturity as is permitted by the *Income Tax Act* (Canada)). If the Plan Issuer does not receive instructions from the Planholder by this time, the Plan Issuer may in its discretion transfer the Locked-In Assets to a life income fund or a locked-in retirement income fund pursuant to paragraph 7(c); and the Plan Issuer will not be responsible for any loss that may result from this action, including but not limited to investment losses or diminution of the Locked-In Assets, or for any related administration expenses.
8. **Subsequent Transfer**. The Plan Issuer shall advise in writing any subsequent transferee that the amount transferred must be administered as a pension benefit under the Act. The Plan Issuer shall not permit any subsequent transfer except where
   (a) the transfer would be permitted under the Act, and
   (b) the subsequent transferee agrees to administer the amount transferred as a pension benefit in accordance with the Act.
9. **Overcontribution**. The Planholder may withdraw an amount of Locked-In Assets from the Plan where it is required to be paid to the Planholder to reduce the amount of tax that would otherwise be payable under Part X.1 of the *Income Tax Act* (Canada), as permitted by the Act, the Regulation and Directive No. 4.
10. **Joint and Survivor Pension Benefit**. The pension benefit payable to a Planholder who is a former member who has a Principal Beneficiary at the date the pension commences shall be a joint and survivor pension benefit with at least 60% continues to be payable to the survivor for life after the death of either, unless the Principal Beneficiary waives the entitlement in a form and manner set out in a form provided by the Superintendent.
11. **Withdrawal Where Shortened Life Expectancy**. Notwithstanding any other provision in this Addendum, Locked-In Assets may be withdrawn as a lump sum or series of payments if a medical practitioner certifies that due to mental or physical disability the life expectancy of the Planholder is likely to be shortened considerably. But where the Planholder is a former member of a pension plan such payment may only be made if the Principal Beneficiary of the former member has waived the joint and survivor pension entitlement in the form and manner required by the Superintendent.
12. **Withdrawal of Small Amounts**. Notwithstanding any other provision in this Addendum, a lump sum payment equal to the value of the Locked-In Assets may be made on application by the Planholder to the Plan Issuer for payment if, at the time the Planholder signs the application, the following conditions are met:
   (a) the value of all assets in all LIFs, LRIFs, and LIRAs owned by him or her and governed by Newfoundland and Labrador pension benefits legislation is less than 10 percent of the year's maximum pensionable earnings under the Canada Pension Plan for that calendar year; or
   (b) (i) the Planholder has reached the earlier age of 55 or the earliest date on which the Planholder would have been entitled to receive a pension benefit under the plan from which money was transferred, and
      (ii) the value of the Planholder's assets in all LIFs, LRIFs and LIRAs governed by Newfoundland and Labrador pension benefits legislation is less than 40 percent of the year's maximum pensionable earnings under the Canada Pension Plan for that calendar year.

   An application for payment under this paragraph shall be on a form approved by the Superintendent and accompanied by a waiver by the Principal Beneficiary of a former member of a pension plan of joint and survivor pension entitlement, in the form and manner required by the Superintendent.
13. **Marriage Breakdown Provisions**. A Plan with this Addendum is subject, with any necessary modifications, to the division of pension benefits on marriage breakdown provisions in Part VI of the Act.
14. **Death of Planholder**. On the death of the Planholder who is a former member who has a Principal Beneficiary, the surviving Principal Beneficiary, or where there is no surviving Principal Beneficiary or the surviving Principal Beneficiary had waived entitlement in the form and manner required by the Superintendent, a designated beneficiary, or where there is no designated beneficiary, the estate of the Planholder who is a member or former member is entitled to a lump sum payment of the full value of the Locked-In Assets of the Plan.
    Where the Planholder is not a former member, the full value of the Locked-In Assets of the Plan shall be paid to the designated beneficiary or, where there is no beneficiary, to the Planholder's estate.
    The Plan Issuer must receive satisfactory evidence of death, satisfactory evidence as to whether or not the Planholder had a spouse at the date of the Planholder's death, and any other documents as the Plan Issuer may require.
15. **Differentiation on the Basis of Sex**. Where the commuted value of a pension benefit which was transferred to the Plan was determined in a manner that did not differentiate on the basis of sex, an immediate or deferred life annuity purchased with the Locked-In Assets shall not differentiate on the basis of the sex of the recipient.
16. **No Commutation or Surrender**. Except as provided in Part VI of the Act (Marriage Breakdown), Locked-In Assets shall not be commuted or surrendered during the lifetime of the Planholder. Any transaction purporting to surrender or commute the Locked-In Assets is void.
17. **No Assignment etc**. The Locked-In Assets shall not be assigned, charged, anticipated or given as security except as permitted by section 37 of the Regulations (division of a pension benefit in accordance with Part VI of the Act). Any transaction purporting to assign, change, anticipate or give the Locked-In Assets as security is void.
18. **Provision of Pension on Improper Pay Out**. Where Locked-In Assets are paid out contrary to the Act or Directive No. 4, the Plan Issuer will provide or ensure the provision of a pension benefit equal in value to the pension benefit that would have been provided had the Locked-In Assets not been paid out.
19. **Indemnity**. Should the Plan Issuer and/or its Agent be required to make payments or to provide an annuity or a pension as a result of any Locked-In Assets being paid out or transferred otherwise than in accordance with the provisions of this Addendum, the Regulations, Directive No. 4 or as may be required by applicable law, the Planholder will indemnify and hold harmless the Plan Issuer and/or the Agent to the extent that Locked-In Assets were previously received by or accrued to the benefit of any of them or the Planholder's estate. This indemnity will be binding upon the Planholder's legal representatives, successors, heirs and assigns.
20. **Transfers and Payments; Terms of Investments**. All transfers and payments from the Plan are subject to the terms of the investments and will be subject to the withholding of any applicable tax and deduction of all reasonable expenses, costs, fees and charges. Transfers and payments may be made in cash or in kind, in accordance with the instructions of the Planholder and subject to the terms of the investments and the requirements of the Plan Issuer or the Agent.
21. **Amendment**. No amendment shall be made to the Plan unless the Plan as amended remains in conformity with the Act, the Regulation and Directive No. 4 and with section 146 of the *Income Tax Act* (Canada).
22. **Information to be Provided by Plan Issuer**. At the beginning of each fiscal year, the Plan Carrier must provide the following information to the Planholder:
   (a) amounts transferred to the Plan, any accumulated investment earnings including any unrealized capital gains or losses, any transfers, payments or withdrawals from the Plan and any fees, expenses, costs and charges to the Plan during the previous fiscal year; and
   (b) the value of the Locked-In Assets as of the beginning of the fiscal year.

    If the Locked-In Assets are transferred out of the Plan, the information must be determined as of the date of transfer. Upon the death of the Planholder, the person entitled to receive the Locked-In Assets must be provided the information determined as of the date of the Planholder's death.
23. **Conflict between Legislation and Addendum**. If there is a conflict between the applicable Pension or Income Tax Legislation and this Addendum, the Legislation will prevail to the extent necessary to resolve the conflict.

Revised: Feb. 28, 2018

## Nova Scotia LIRA Addendum (Schedule 3 to Nova Scotia Pension Legislation)

B2B Trustco is entitled to rely solely upon the information provided by the Annuitant in the application form that established the Plan and agrees:

1. to only amend the contract as provided in this Schedule 3: Nova Scotia LIRA Addendum and the regulations;
2. the pension benefit transferred into an account under this Addendum was ☐ / was not ☐ calculated in a manner that differentiated on the basis of the sex of the member; and
3. to provide the information described in Section 4 of this Schedule 3: Nova Scotia LIRA Addendum to the persons indicated in that Section.

**Schedule 3: Nova Scotia LIRA Addendum**
(*Pension Benefits Regulations*)

Effective immediately

Note: This document is Schedule 3 to the Pension Benefits Regulations (Nova Scotia). It forms part of the regulations and must be read, construed and interpreted in conjunction with the *Pension Benefits Act* and its regulations.

**Definitions for this Schedule**

1. In this Schedule,
   "Act" means the *Pension Benefits Act*;
   "domestic contract", as defined in Section 2 of the regulations, means a written agreement referred to in and for the purpose of Section 74 of the Act or Section 14 of the *Pooled Registered Pension Plans Act*, that provides for a division between spouses of any pension benefit, deferred pension, pension, LIRA or LIF, and includes a marriage contract as defined in the *Matrimonial Property Act*;

**Definition of "domestic contract" amended: O.I.C. 2016-111, N.S. Reg. 89/2016.**
"federal *Income Tax Act*", as defined in Section 2 of the regulations, means the *Income Tax Act* (Canada) and, unless specified otherwise, includes the regulations made under that Act;
"owner" means any of the following persons, as set out in subsection 200(2) of the regulations, who has purchased a LIRA:

   (i) a former member who is entitled to make a transfer under clause 61(1)(b) of the Act,
   (ii) a spouse of a person who was a member, and who is entitled to make a transfer under clause 61(1)(b) of the Act,
   (iii) a person who has previously transferred an amount under clause 61(1)(b) of the Act into a LIRA or LIF,
   (iv) a person who has previously transferred an amount into a LIRA as a result of a division of any pension benefit, deferred pension or pension under Section 74 of the Act,
   (v) a spouse who is entitled to transfer a lump sum as a result of a division of any pension benefit, deferred pension or pension under Section 74 of the Act,
   (vi) if the funds in the account of a pooled registered pension plan are used for the purchase, a person who transfers the amount in accordance with the *Pooled Registered Pension Plans Act* and the *Pooled Registered Pension Plans Regulations*;

**Subclause (vi) of definition of "owner" added: O.I.C. 2016-111, N.S. Reg. 89/2016**.
"regulations" means the *Pension Benefits Regulations* made under the Act;
"spouse"; as defined in the Act, means either of 2 persons who

   (i) are married to each other,
   (ii) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity,
   (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or, if they have ceased to cohabit, have cohabited within the 12-month period immediately preceding the date of entitlement,

## Nova Scotia LIRA Addendum (Schedule 3 to Nova Scotia Pension Legislation) (continued)

(iv) are domestic partners within the meaning of Section 52 of the *Vital Statistics Act*, or
(v) not being married to each other, are cohabiting in a conjugal relationship with each other, and have done so continuously for at least
(a) 3 years, if either of them is married, or
(b) 1 year, if neither of them is married.

"Superintendent", means the Superintendent of Pensions, as defined in the Act.

**Note Re Requirements of the *Pension Benefits Act and Regulations* and the *Pooled Registered Pension Plans Act* and its regulations**

**Prohibitions on transactions from Section 91 of Act**

Under Section 91 of the Act and Section 12 of the *Pooled Registered Pension Plans Act*, money held in a LIRA must not be commuted or surrendered in whole or in part except as permitted by this Schedule and the regulations including, without limiting the generality of the foregoing, the following Sections of the regulations:

- Sections 211 through 230, respecting withdrawal in circumstances of financial hardship
- Section 231, respecting withdrawal in circumstances of considerably shortened life expectancy
- Section 232, respecting withdrawal in circumstances of non-residency
- Section 233, respecting withdrawal of small amounts at age 65
- Section 198, respecting the transfer of an excess amount, as defined in that Section.

Pursuant to subsection 91(2) of the Act and subsection 12(2) of the *Pooled Registered Pension Plans Act*, any transaction that contravenes Section 91 of the Act or Section 12 of the *Pooled Registered Pension Plans Act* is void.

**Value of assets in LIRA subject to division**

The value of the assets in a LIRA is subject to division in accordance with all of the following:

- an order of the Supreme Court of Nova Scotia that provides for a division of a pension benefit, deferred pension or pension under Section 74 of the Act, or a division of the funds in a pooled registered pension plan account under Section 14 of the *Pooled Registered Pension Plans Act*
- a domestic contract that provides for the division of a pension benefit, deferred pension or pension under Section 74 of the Act, or a division of the funds in a pooled registered pension plan account under Section 14 of the *Pooled Registered Pension Plans Act*
- the regulations

**Money held in LIRA**

The following requirements are set out in the *Pension Benefits Act* and are applicable to LIRAs governed by this Schedule:

- Money held in a LIRA must not be assigned, charged, or given as security except as permitted by subsection 88(3) of the Act, Section 90 of the Act, subsection 12(3) of the *Pooled Registered Pension Plans Act* or Section 13 of the *Pooled Registered Pension Plans Act*, and any transaction purporting to assign, charge, anticipate or give the money in the LIRA as security is void.
- Money held in a LIRA is exempt from execution, seizure or attachment except for the purpose of enforcing a maintenance order as permitted by Section 90 of the Act or Section 13 of the *Pooled Registered Pension Plans Act*.

**Section 1, table amended: O.I.C. 2016-111, N.S. Reg. 89/2016.**

**Transferring assets from LIRAs**

2. (1) An owner of a LIRA may transfer all or part of the assets in the LIRA to any of the following:
(a) the pension fund of a pension plan registered under the pension benefits legislation in any Canadian jurisdiction or to the pension fund of a pension plan provided by a government in Canada;
(b) a LIRA held by another financial institution;
(c) a LIF;
(d) a life annuity;
(e) a pooled registered pension plan.

**Clause 2(1)(e) added: O.I.C. 2016-111, N.S. Reg. 89/2016**.

(2) The date of a transfer under subsection (1) must not be later than 30 days after the owner requests it, unless any of the following apply:
(a) the financial institution providing the LIRA does not have all the information necessary to complete the transaction, in which case the 30-day period begins to run from the date the financial institution has all the necessary information;
(b) the transfer is in respect of assets held as securities whose term of investment extends beyond the 30-day period.

(3) If assets in a LIRA consist of identifiable and transferable securities, the financial institution providing the LIRA may transfer the securities with the consent of the owner of the LIRA.

(4) A financial institution providing a LIRA must advise the financial institution to which the assets of the LIRA are transferred
(a) that the assets were held in a LIRA in the current year; and
(b) whether the assets were determined in a manner that differentiated on the basis of sex.

**Information to be provided by financial institution on transfers of assets of LIRAs**

3. If the assets in a LIRA are transferred, the financial institution providing the LIRA must give the owner the information required by Section 4 of this Schedule, determined as of the date of the transfer.

**Information to be provided annually by financial institution**

4. At the beginning of each fiscal year of a LIRA, a financial institution providing the LIRA must provide all of the following information to the owner about their LIRA as of the end of the previous fiscal year:
(a) with respect to the previous fiscal year,
(i) the sums deposited,
(ii) any accumulated investment earnings, including any unrealized capital gains or losses,
(iii) the payments made out of the LIRA,
(iv) any withdrawals from the LIRA,
(v) the fees charged against the LIRA;
(b) the value of the assets in the LIRA at the beginning of the fiscal year of the LIRA.

**Death benefits**

5. (1) If the owner of a LIRA dies, the following are entitled to receive a benefit equal to the value of the assets in the LIRA, subject to subsections (4) and (5):
(a) the owner's spouse;
(b) if there is no spouse or if the spouse is disentitled under subsection (4) or (5), the owner's named beneficiary;
(c) if there is no named beneficiary, the personal representative of the owner's estate.

(2) For the purposes of subsection (1), a determination as to whether an owner of a LIRA has a spouse must be made as of the date the owner dies.

(3) For the purposes of subsection (1), the value of the assets in a LIRA includes all accumulated investment earnings, including any unrealized capital gains and losses, of the LIRA from the date of death until the date of payment.

(4) A spouse is not entitled to receive the value of the assets in a LIRA under clause (1)(a) if the owner of the LIRA was not
(a) a member or former member of a pension plan from which the assets were transferred, directly or indirectly, to purchase the LIRA; or
(b) a member of a pooled registered pension plan from which the assets were transferred, directly or indirectly, to purchase the LIRA.

**Subsection 5(4) replaced: O.I.C. 2016-111, N.S. Reg. 89/2016**.

(5) A spouse who, as of the date the owner of a LIRA dies, is living separate and apart from the owner without a reasonable prospect of resuming cohabitation, is not entitled to receive the value of the assets in the LIRA under clause (1)(a) if any of the following conditions apply
(a) the spouse delivered a written waiver to the financial institution in accordance with Section 6 of this Schedule;
(b) the terms of a written agreement respecting the division of the LIRA that was entered into before the date of the owner's death disentitle, or do not expressly or impliedly entitle, the spouse to receive an amount under the LIRA;
(c) the terms of a court order issued before the owner's death disentitle, or do not expressly or impliedly entitle, the spouse to receive an amount under the LIRA.

**Clause 5(5)(c) amended: O.I.C. 2016-111, N.S. Reg. 89/2016.**

(6) The benefit described in subsection (1) may be transferred to a registered retirement savings arrangement in accordance with the federal *Income Tax Act*.

**Waiver of entitlement to death benefits by spouse**

6. (1) A spouse of an owner of a LIRA may waive their entitlement to receive a benefit described in Section 5 of this Schedule from the LIRA, by delivering, any time before the death of the owner, a written waiver in an approved form to the financial institution providing the LIRA.

(2) A spouse who delivers a waiver under subsection (1) may cancel it by delivering a written and signed notice of cancellation to the financial institution before the date the owner of the LIRA dies.

**Information to be provided by financial institution on death of owner**

7. If the owner of LIRA dies, the financial institution providing the LIRA must give the information required by Section 4 of this Schedule, determined as of the date of the owner's death, to any person who is entitled to receive the assets in the LIRA under subsection 5(1) of this Schedule.

Revised: April 1, 2020

## Ontario Locked-In Retirement Account (LIRA) Addendum

In accordance with Schedule 3 of Regulation 909 (General) under the Pension Benefits Act (Ontario)

Definitions:

1. In this Addendum the words "Annuitant", "Application", "pension legislation", "Plan", "Tax Act" and "Trustee" have the meaning provided in the Retirement Savings Plan Declaration of Trust.
2. For the purposes of this Addendum, the word "Act" refers to the *Pension Benefits Act* (Ontario) as amended and the word "Regulation" refers to Regulation 909 (General), R.R.O. 1990, as amended. LIRA means a locked-in retirement account governed by Schedule 3 of the Regulation. In this Addendum, the words "family arbitration award" and "domestic contract" are defined in Part IV of the *Family Law Act* (Ontario). All words used herein, unless otherwise defined in the Addendum, shall have the meaning provided in the Act, the Regulation or Schedule 3 of the Regulation, as applicable.
3. Spouse means either of two persons who:
(a) are married to each other; or
(b) are not married to each other and are living together in a conjugal relationship,
i. continuously for a period of not less than three years; or
ii. in a relationship of some permanence, if they are the parents of a child as set out in section 4 of the *Children's Law Reform Act* (Ontario).

Notwithstanding anything to the contrary contained in this Addendum or any endorsements forming a part thereof, for the purposes of any provision of the Tax Act respecting registered retirement savings plans (RRSPs), "Spouse" does not include any person who is not recognized as a spouse or common-law partner under the Tax Act.

**Establishing the LIRA:**

4. The Annuitant must be one of:
(a) A Former Member or retired Member who is entitled to make a transfer under clause 42 (1) (b) of the Act or subsection 42 (12) of the Act.
(b) A Spouse or former Spouse of a person of a person described in paragraph (a).
(c) A person who has previously transferred an amount under clause 42 (1) (b) of the Act or subsection 42 (12) of the Act into a locked in retirement account.
(d) A person who has previously transferred an amount under paragraph 2 of subsection 67.3(2) of the Act into a LIRA.
(e) An eligible Spouse who is entitled to transfer a lump sum under paragraph 2 of subsection 67.3(2) of the Act.
5. The locked-in assets held in the LIRA, including all investment earnings, shall be invested in the manner described in the Declaration of Trust and shall be invested in compliance with the Tax Act and the Regulation.
6. The Annuitant agrees not to assign, charge, anticipate or give as security locked-in assets held in the LIRA except as required by an order under the Family Law Act (Ontario), a family arbitration award or a domestic contract.
7. The value of the LIRA, at the relevant time, shall be its fair market value.
8. In completing the Application, the Annuitant shall indicate whether the commuted value of the pension benefit that was transferred into the LIRA was determined in a manner that differentiated on the basis of sex.
9. Assets in a LIRA cannot be commuted, withdrawn or surrendered in whole or in part, except as permitted by section 49 or 67 of the Act or section 22.2 or Schedule 3 of the Regulation. Any transaction that contravenes this is void.
10. The fiscal year of the LIRA shall end on December 31 of each year and must not exceed 12 months.

**Transferring Assets from the LIRA (including transfers in cases of spousal relationship breakdown):**

11. (1) The Annuitant may transfer any or all of the assets in the LIRA
(a) to the pension fund of a pension plan registered under pension legislation or to a pension plan

provided by a government in Canada;
(b) to another LIRA;
(c) to a life income fund governed by Schedule 1.1 of the Regulation; or
(d) to purchase an immediate or deferred life annuity that meets the requirements of section 22 of the Regulation.

(2) The Trustee will make the transfer described in subsection 11(1) of this Addendum within 30 days after receiving the transfer request from the Annuitant. This does not apply with respect to the transfer of assets held as securities whose term of investment extends beyond the 30-day period.

(3) If assets in the LIRA consist of identifiable and transferable securities, the Trustee may transfer the securities with the consent of the Annuitant.

(3.1) The value of the assets in the LIRA may be subject to division in accordance with the terms of an order under the *Family Law Act* (Ontario), a family arbitration award or a domestic contract.

(3.2) An order under Part I (Family Property) of the *Family Law Act* (Ontario), a family arbitration award or a domestic contract is not effective to the extent that it purports to entitle a Spouse or former Spouse of the Annuitant to transfer a lump sum that exceeds 50 per cent of the assets in the LIRA, determined as of the family law valuation date.

(4) For a life annuity referred to in paragraph 11(1)(d) of this Addendum,
(a) A determination as to whether the Annuitant has a Spouse is to be made on the date an immediate life annuity is purchased.
(b) Payments under a life annuity may be subject to division in accordance with the terms of an order under the *Family Law Act* (Ontario), a family arbitration award or a domestic contract.
(c) An order under Part I (Family Property) of the *Family Law Act* (Ontario), a family arbitration award or a domestic contract is not effective to the extent that it purports to entitle a Spouse or former Spouse of the Annuitant to a share that exceeds 50 per cent of the payments under the life annuity, determined as of the family law valuation date.
(d) A life annuity cannot differentiate on the basis of the sex of the beneficiary if the commuted value of the pension benefit that was transferred into the LIRA was determined in a manner that did not differentiate on the basis of sex.
(e) Payments under the life annuity must not begin before the earlier of,
i. the earliest date on which the Annuitant would have been entitled as a Former Member to receive pension benefits under the Act as a result of termination of employment or termination of membership in any pension plan, from which money was transferred directly or indirectly into the LIRA; or
ii. the earliest date on which the Annuitant would have been entitled as a Former Member to receive pension benefits under any pension plan described in subparagraph 11(4)(e)(i) of this Addendum as a result of termination of employment or termination of membership in the plan.
(f) Despite paragraph 11(4)(e) of this Addendum, payments under the life annuity must begin no earlier than the date on which the Annuitant reaches 55 years of age, if none of the LIRA assets used to purchase the annuity is derived, directly or indirectly, from a pension benefit provided in respect of any employment of the Annuitant.

(5) The Trustee shall not make a transfer described in subsection 11(1) of this Addendum except where,
(a) the transfer is permitted under the Act and the Regulation; and
(b) the transferee agrees to administer the amount transferred in accordance with the Act and the Regulation.

(6) The Trustee must advise the transferee in writing that the amount transferred must be administered in accordance with the Act and the Regulation.

**Unlocking assets held in a LIRA:**

**Unlocking applications, on grounds permitted by the Regulation, are made by submitting, within established time limits, the required information to the Trustee**

12. (1) An application under sections 13 (small amounts), 14 (non-resident), or 15 (shortened life expectancy) to withdraw money or transfer assets from a LIRA must be made on Form 5, which is a form approved by the Superintendent.

(2) An application under section 16 (financial hardship – medical expenses) to withdraw money or transfer assets from a LIRA must be made on Form FHU 1, which is a form approved by the Superintendent.

(3) An application under section 17 (financial hardship – arrears in the payment of rent or mortgage) to withdraw money or transfer assets from a LIRA must be made on Form FHU 2, which is a form approved by the Superintendent.

(4) An application under section 18 (financial hardship – first and last months' rent) to withdraw money or transfer assets from a LIRA must be made on Form FHU 3, which is a form approved by the Superintendent.

(5) An application under section 19 (financial hardship – low income) to withdraw money or transfer assets from a LIRA must be made on Form FHU 4, which is a form approved by the Superintendent.

(6) If the Annuitant makes an application under any of the unlocking provisions referred to in subsections 12(1) to 12(5) of this Addendum, the Annuitant must provide the applicable Form to the Trustee. The Trustee is entitled to rely on the information provided by the Annuitant to permit withdrawals or transfers from the LIRA.

(7) An application that meets the requirements of one of the unlocking provisions referred to in subsections 12(1) to 12(5) of this Addendum constitutes authorization to the Trustee to make a payment or transfer from the LIRA in accordance with the applicable unlocking provision.

(8) Once authorized, the Trustee is required to make the payment or transfer under the applicable unlocking provision within 30 days after the Trustee receives the completed Form and accompanying documents as required.

(9) If the Annuitant is required by any of sections 13-19 of this Addendum to provide a document to the Trustee, then the document is a nullity in both of the following circumstances:
(a) If the document must be signed by the Annuitant or the Annuitant's Spouse, it is a nullity if it is signed by either of them more than 60 days before the Trustee receives it.
(b) In any other case, if the document is required under any of sections 16-19 of this Addendum, it is a nullity if it is signed or dated more than 12 months before the Trustee receives it.

(10) Where the Trustee receives a document required by any of sections 13-19 of this Addendum, the Trustee will provide the Annuitant a receipt for the document stating the date on which it was received.

**Unlocking – small amounts**

13. (1) Notwithstanding any other provisions of this Addendum, the Annuitant may apply to withdraw all the money in the LIRA or transfer the assets to an RRSP or registered retirement income fund (RRIF) if:
(a) the Annuitant is at least 55 years of age;
(b) the value of all assets in all life income funds (whether governed by Schedule 1 or 1.1), locked-in retirement income funds and LIRAs owned by the Annuitant is less than 40 per cent of the Year's Maximum Pensionable Earnings (YMPE) for that calendar year; and
(c) the Annuitant provides the Trustee with a completed Form 5.

(2) The value of all assets under paragraph 13(1)(b) of this Addendum is determined using the most recent statement for each locked-in plan of the Annuitant. Each such statement must be dated within a year prior to the date the Annuitant signs the unlocking application.

(3) If assets in the LIRA consist of identifiable and transferable securities, the Trustee may transfer the securities with the consent of the Annuitant.

**Unlocking – non-resident**

14. (1) Notwithstanding any other provisions of this Addendum, the Annuitant may apply to withdraw all the money in the LIRA if:
(a) the Annuitant provides the Trustee with a written determination from the Canada Revenue Agency indicating that the Annuitant is a non-resident of Canada for the purposes of the Tax Act;
(b) the unlocking application under this section is made at least 24 months after the Annuitant's date of departure from Canada; and
(c) the Annuitant provides the Trustee with a completed Form 5.

**Unlocking – shortened life expectancy**

15. (1) Notwithstanding any other provisions of this Addendum, the Annuitant may apply to withdraw all or part of the money in the LIRA if:
(a) at the time of the unlocking application, the Annuitant has an illness or physical disability that is likely to shorten the Annuitant's life expectancy to less than two years;
(b) the Annuitant provides the Trustee with a written statement signed by a physician licensed to practice medicine in a jurisdiction in Canada that gives an opinion confirming the Annuitant's health condition as described in paragraph 15(1)(a) of this Addendum (Part 5 of Form 5 can be used for this statement); and
(c) the Annuitant provides the Trustee with a completed Form 5.

**Unlocking – financial hardship (medical expenses)**

16. (1) Notwithstanding any other provisions of this Addendum, the Annuitant may apply to withdraw all or part of the money in the LIRA if the Annuitant, the Annuitant's Spouse, or a dependant has incurred or will incur medical expenses relating to an illness or physical disability of any of them, provided that all of the following conditions are met:
(a) The unlocking application must specify the amount to be withdrawn from the LIRA.
(b) The minimum amount that may be withdrawn is $500.
(c) The maximum amount that may be withdrawn is the lesser of "X" and "G" where,
i. "X" is 50 per cent of the YMPE for the year in which the unlocking application is signed; and
ii. "G" is the sum of the amount of the person's medical expenses that have been incurred and an estimate of the total amount of the person's medical expenses for the 12 months after the date on which the unlocking application is signed.
(d) The Annuitant must provide the Trustee with a completed Form FHU 1 accompanied by the following documents:
i. A statement signed by a physician or dentist, as applicable, indicating that, in the physician's or dentist's opinion, the expenses claimed are or were necessary for the person's treatment. The physician or dentist must be licensed to practice medicine or dentistry, as the case may be, in a jurisdiction in Canada. Part 5 of Form FHU 1 can be used for this statement.
ii. A copy of the receipts or the estimate to account for the total amount of the medical expenses being claimed.
(e) This unlocking application can only be made once during a calendar year in respect of a particular person.

(2) For the purposes of section 16 of this Addendum, a person is a dependant if he or she was dependant on the Annuitant or the Annuitant's Spouse for support at some time during the calendar year in which the unlocking application is signed or during the previous calendar year.

(3) For the purposes of section 16 of this Addendum, medical expenses include all of the following:
(a) Expenses for goods and services of a medical or dental nature.
(b) Expenses incurred or to be incurred for renovations or alterations to the person's principal residence, as defined in subsection 17(4) of this Addendum, and any additional expenses incurred in the construction of a principal residence made necessary by the illness or physical disability of the person.

**Unlocking – financial hardship (arrears in the payment of rent or mortgage)**

17. (1) Notwithstanding any other provisions of this Addendum, the Annuitant may, once during a calendar year, apply to withdraw all or part of the money in the LIRA if:
(a) the Annuitant or the Annuitant's Spouse has received a written demand in respect of arrears in the payment of rent on the Annuitant's principal residence, and the Annuitant could face eviction if the debt remains unpaid; or
(b) the Annuitant or the Annuitant's Spouse has received a written demand in respect of a default on a debt that is secured against the Annuitant's principal residence, and the Annuitant could face eviction if the amount in default remains unpaid.

(2) The unlocking application must specify the amount to be withdrawn from the LIRA.
(a) The minimum amount that may be withdrawn is $500; and
(b) the maximum amount that may be withdrawn is the lesser of "X" and "H" where,
i. "X" is 50 per cent of the YMPE for the year in which the unlocking application is signed, and
ii. "H" is, with respect to arrears in the payment of rent, the sum of the total amount of arrears of rent and the total amount of rent payable for a period of 12 months or, with respect to a default on a secured debt, the sum of the total amount of the payments that are in default and the total amount of payments due and interest payable on the debt for the 12 months after the date on which the unlocking application is signed.

(3) The Annuitant must provide the Trustee with a completed Form FHU 2 accompanied by a copy of the written demand in respect of arrears in the payment of rent or in respect of the default on the secured debt, as the case may be.

(4) For the purposes of sections 16 and 17 of this Addendum, "principal residence" means, in respect of an individual, a premises, including a non-seasonal mobile home, that is occupied by the individual as the individual's primary place of residence.

**Unlocking – financial hardship (first and last months' rent)**

18. (1) Notwithstanding any other provisions of this Addendum, the Annuitant may, once during a calendar year, apply to withdraw all or part of the money in the LIRA if the Annuitant or the Annuitant's Spouse requires money to pay the first and last months' rent to obtain a principal residence for the Annuitant.

(2) The unlocking application must specify the amount to be withdrawn from the LIRA.
(a) The minimum amount that may be withdrawn is $500; and
(b) the maximum amount that may be withdrawn is the lesser of "J" and "K" where,
i. "J" is 5 per cent of the YMPE for the year in which the unlocking application is signed, and
ii. "K" is the amount required for the first and last months' rent.

(3) The Annuitant must provide the Trustee with a completed Form FHU 3 accompanied by a copy of the rental agreement, if available.

(4) For the purposes of section 18 of this Addendum, "principal residence" means, in respect of an individual, a premises, including a non-seasonal mobile home, that is intended to be occupied by the individual as the individual's primary place of residence.

**Unlocking – financial hardship (low income)**

19. (1) Notwithstanding any other provisions of this Addendum, the Annuitant may, once during a calendar year, apply to withdraw all or part of the money in the LIRA if the Annuitant's expected total income from all sources, before taxes, for the 12 months after the date on which the unlocking application is signed is 66 2/3 per cent or less of the YMPE for the year in which the unlocking application is signed.

(2) The unlocking application must specify the amount to be withdrawn from the LIRA.
(a) The minimum amount that may be withdrawn is $500; and
(b) the maximum amount that may be withdrawn is calculated using the formula, X − L in which,
i. "X" is 50 per cent of the YMPE for the year in which the unlocking application is signed, and

## Ontario Locked-In Retirement Account (LIRA) Addendum (continued)

ii. "L" is 75 per cent of the Annuitant's expected total income from all sources, before taxes, for the 12 months after the date on which the unlocking application is signed.

(3) The Annuitant must provide the Trustee with a completed Form FHU 4 accompanied by a statement, signed by the Annuitant, setting out the amount of the Annuitant's expected total income from all sources, before taxes, for the 12 months after the date on which the unlocking application is signed.

(4) For the purposes of section 19 of this Addendum, an Annuitant's expected total income from all sources, before taxes, does not include,
(a) a withdrawal under section 19 of this Addendum;
(b) a refund or repayment of taxes paid to a Canadian jurisdiction;
(c) a refundable tax credit;
(d) a refund of tax paid under the Ontario Child Care Supplement for Working Families program under section 8.5 of the Tax Act;
(e) the payment of an Ontario child benefit under section 8.6.2 of the Tax Act or under section 104 of the Taxation Act, 2007;
(f) a payment received by a foster parent under the Child and Family Services Act; or
(g) child support payments received under a court order or an agreement.

**Death of the Annuitant – Survivor's Benefits:**

20. (1) Upon the death of the Annuitant, the Annuitant's Spouse or, if there is none or if the Spouse is otherwise disentitled, the Annuitant's named beneficiary or, if there is none, the Annuitant's estate is entitled to receive a benefit equal to the value of the assets in the LIRA.

(2) The benefit described in subsection 20(1) of this Addendum may be transferred to a RRSP or a RRIF in accordance with the Tax Act.

(3) A Spouse of the Annuitant is not entitled to receive the value of the assets in the LIRA unless the Annuitant was a Member or Former Member of a pension plan from which assets were transferred directly or indirectly to purchase the LIRA.

(4) A Spouse of the Annuitant who is living separate and apart from the Annuitant on the date of the Annuitant's death is not entitled to receive the value of the assets in the LIRA.

(5) For the purposes of subsection 20(1) of this Addendum, a determination as to whether the Annuitant has a Spouse is to be made on the date of the Annuitant's death.

(6) For the purposes of subsection 20(1) of this Addendum, the value of the assets in the LIRA includes all accumulated investment earnings, including any unrealized capital gains and losses of the LIRA, from the date of death until the date of payment.

21. (1) A Spouse of the Annuitant may waive the Spouse's entitlement to receive the survivor's benefit from the LIRA by completing Form 4.1, a form approved by the Superintendent, and delivering it to the Trustee.

(2) A Spouse who has delivered a waiver under subsection 21(1) of this Addendum may cancel it by delivering a written and signed notice of cancellation to the Trustee before the date of the death of the Annuitant.

**Amendments**

22. (1) The Trustee will provide at least 90 days notice of a proposed amendment to the Annuitant.

(2) Notwithstanding subsection 22(1) of this Addendum, the Trustee must not amend the contract governing the LIRA if the amendment would result in a reduction in the Annuitant's rights under the contract unless,
(a) the Trustee is required by law to make the amendment; and
(b) the Annuitant is entitled to transfer the existing assets in the LIRA before the amendment is made.

(3) When making an amendment described in subsection 22(2) of this Addendum, the Trustee must notify the Annuitant of the nature of the amendment and allow the Annuitant at least 90 days after the notice is given to transfer all or part of the LIRA assets.

(4) Notices under section 22 of this Addendum must be in writing and must be sent to the Annuitant's address as recorded in the Trustee's records.

**Information to be provided by the Trustee:**

23. (1) At the beginning of each fiscal year, the Trustee will provide the following information to the Annuitant:
(a) With respect to the previous fiscal year:
i. the sums deposited;
ii. any accumulated investment earnings, including any unrealized capital gains or losses;
iii. the payments made out of the LIRA;
iv. the withdrawals taken out of the LIRA; and
v. the fees charged against the LIRA.
(b) The value of the assets in the LIRA as of the beginning of the fiscal year.

(2) If the assets in the LIRA are transferred as described in subsection 11(1) of this Addendum, the Annuitant must be given the information described in subsection 23(1) of this Addendum, determined as of the date of the transfer.

(3) Upon the death of the Annuitant, the person entitled to receive the assets in the LIRA must be given the information described in subsection 23(1) of this Addendum, determined as of the date of the Annuitant's death.

Revised: Mar. 1, 2018

## Ontario Locked-In Retirement Account (LIRA) Addendum (PRPP)

In accordance with Regulation 359 (General) under the Pooled Registered Pension Plans Act, 2015 (Ontario)

**Definitions**

1. The term "**Account Agreement**" refers to this Application and the Retirement Savings Plan Declaration of Trust.
2. In this Addendum the words "annuitant", "application", "Plan", "Tax Act" and "Trustee" have the meaning provided in the Retirement Savings Plan Declaration of Trust.
3. This Addendum shall form part of the Account Agreement. The provisions of this Addendum shall take precedence over any provisions to the contrary contained elsewhere in the Account Agreement, so long as those provisions do not contravene the Tax Act.
4. For the purposes of this Addendum, the term "**Pension Legislation**" refers to the statues and regulations referred and defined as follows:
(a) the word "**Act**" refers to the Pooled Registered Pension Plans Act, 2015 (Ontario) as amended;
(b) the phrase "**Federal Act**" refers to the Pooled Registered Pension Plans Act (Canada) as amended;
(c) the word "**Regulations**" refers to Regulation 359 (General) as amended, O. Reg. 359/16; and,
(d) the phrase "**Federal Regulations**" refers to the Pooled Registered Pension Plans Regulations, SOR/2012-294.
5. All terms used herein, unless otherwise defined in this Addendum, shall have the meaning ascribed to such terms, or otherwise provided, in the Pension Legislation.
6. Spouse means either of two persons who:
(a) are married to each other; or
(b) are not married to each other and are living together in a conjugal relationship,
i. continuously for a period of not less than three years; or
ii. in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Family Law Act (Ontario) .
7. Notwithstanding anything to the contrary contained in this Addendum or any endorsements forming a part thereof, for the purposes of any provision of the Tax Act respecting registered retirement savings plans, "Spouse" does not include any person who is not recognized as a spouse or common-law partner under the Tax Act.
8. For the purposes of this Addendum, LIRA refers to a Locked-In Retirement Account governed by the Pension Legislation, and will hereinafter be referred to in this Addendum as a "**LIRA**".
9. The applicable "**Financial Hardship Provisions**" are in paragraph 38(1)(e) of the federal Regulations, and apply in respect of any withdrawal made under paragraph 20 of this Addendum.
10. The "**Maximum Financial Hardship Amount**" is the lesser of:
(a) the amount determined by the formula "M + N", where:
i. "M" is the total amount of the expenditures that the Applicant expects to make on medical or disability-related treatment or adaptive technology for the calendar year; and,
ii. "N" is the greater of
1. zero, and
2. the amount determined by the formula, "P – Q", where:
a. "P" is 50% of the Year's Maximum Pensionable Earnings ("YMPE"); and,
b. "Q" is two thirds of the Applicant's total expected income for the calendar year determined in accordance with the Tax Act, excluding withdrawals in the calendar year from any LRSP, LIRA, RLSP, or RLIF under the Financial Hardship Provision; and,
(b) 50% of the YMPE minus any amount withdrawn in the calendar year from any LRSP, LIRA, RLSP, or RLIF under the Financial Hardship Provisions.

**Establishing the LIRA**

11. All contributions and investment income held in the LIRA shall be subject to the restrictions under this Addendum and the Pension Legislation.
12. For greater certainty, the following rules apply:
(a) In order to qualify as the Surviving Spouse for the purposes of this Addendum, a person must be either:
i. Married to the Applicant and from whom the Applicant is not living separate and apart at the time of the Applicant's death; or,
ii. Not married to the Applicant but with whom the Applicant, at the time of the Applicant's death, was living together in a conjugal relationship,
1. continuously for a period of not less than three years, or
2. in a relationship of some permanence, if the person and the Applicant are the natural or adoptive parents of a child;
(b) The funds in the LIRA, or any interest or right in such funds, shall not be surrendered or withdrawn except as permitted under section 41 of the federal Regulations; and
(c) The funds in the LIRA, or any interest or right in such funds, are exempt from execution, seizure or attachment except as specified under section 12 of the Act.
13. In addition to the restrictions set out in paragraphs 11 and 12 of this Addendum, the investments in the LIRA shall be governed by, and in accordance with, the investment provisions of the Account Agreement.
14. Except as provided under section 10 of the Act or subsection 13(4) of the Regulations, the funds in the LIRA shall not be assigned, charged, anticipated, or given as security, and any transaction purporting to assign, charge, anticipate or give the assets as security is void.

**Valuation**

15. For information regarding the valuation of the assets in the LIRA, the Applicant shall refer to the Simplified Prospectus and the Annual Information Form for the particular investment in which the Applicant's LIRA assets are invested.

**Transferring assets from the LIRA**

16. Subject to any restrictions imposed by the Tax Act, the funds in the LIRA may only be:
(a) transferred to another LIRA subject to the same Applicable Legislation;
(b) transferred to a pension plan, if the plan permits such a transfer and if the plan administers the benefit attributed to the transferred assets as if the benefit were that of a plan member with 2 years of membership in the plan;
(c) transferred to a PRPP, if the LIRA was derived directly or indirectly from a PRPP;
(d) transferred to an RLIF subject to the same Applicable Legislation, so long as the transfer occurs no sooner than the calendar year in which the Applicant reaches 55 years of age, or such other age as identified under paragraph 40(1)(l) of the Federal Regulations, as applicable;
(e) transferred to another LIRA subject to the same Applicable Legislation; or,
(f) used to purchase an immediate life annuity or deferred life annuity.

**Conversion to a life pension**

17. For the purposes of the purchase of an immediate or deferred life annuity referred to in paragraph 16(f) of this Addendum:
(a) Where a pension benefit credit transferred into the LIRA was not varied according to the sex of the plan member, an immediate or deferred life annuity purchased by the funds accumulated in the LIRA shall not differentiate as to sex, and
(b) A pension benefit transferred into the LIRA will be deemed to have been determined in a manner that did not differentiate on the basis of the sex of the beneficiary, unless the Applicant furnishes the Trustee with information to the contrary.

**Withdrawals from the LIRA – Shortened life expectancy**

18. The funds in the LIRA may be paid to the Applicant in a lump sum if a physician certifies that, owing to mental or physical disability, the life expectancy of the Applicant is likely to be considerably shortened, and the Applicant provides the Trustee with such certification.

**Withdrawals from the LIRA – Small accounts**

19. In the calendar year in which the Applicant reaches 55 years of age or in any subsequent calendar year, the funds may be paid to the Applicant in a lump sum if:
(a) the Applicant certifies that the total value of all assets in all LRSP s, LIRAs, RLSPs, and RLIFs that were created as a result of a transfer from another PRPP under section 50, 53, or 54 of the federal Act or a transfer authorized by the federal Regulations is less than or equal to 50% of the YMPE; and,
(b) the Applicant applies, on a form approved by the Superintendent, to the financial institution with which the arrangement for the LIRA was entered into, containing the following items:
i. A certification that the information provided on the form is complete and accurate;
ii. An indication whether the Applicant has a spouse as of the date of the application and, if so, whether the Applicant is living separate and apart from such spouse on that date; and,
iii. If the Applicant has a spouse from whom the Applicant is not living separate and apart as of the date of the application, a consent by such spouse to the payment of funds.

**Withdrawals from the LIRA – Financial hardship**

20. The Applicant may withdraw an amount up to the "Maximum Financial Hardship Amount":
(a) if the Applicant certifies that the Applicant has not made a withdrawal in the calendar year from any LRSP, LIRA, RLSP, or RLIF under the Financial Hardship Provisions, other than within the last

## Ontario Locked-In Retirement Account (LIRA) Addendum (PRPP) (continued)

30 days before this certification,

(b) if,

(A) in the event that the value of "M" in the definition of the Maximum Financial Hardship Amount is greater than zero,

i. the Applicant certifies that the Applicant expects to make expenditures on medical or disability-related treatment or adaptive technology for the calendar year in excess of 20% of the Applicant's total expected income for that calendar year determined in accordance with the Income Tax Act, excluding withdrawals in the calendar year from any LRSP, LIRA, RLSP, or RLIF under the Financial Hardship Provisions, and

ii. a physician certifies that such medical or disability-related treatment or adaptive technology is required, or

(B) the Applicant's expected income for the calendar year determined in accordance with the Income Tax Act — other than any amount withdrawn under the Financial Hardship Provisions within the last 30 days before the day on which the certification is made — is less than 75% of the Year's Maximum Pensionable Earnings, and

(c) if the Applicant applies, on a form similar to that described above at paragraph 19(b), with necessary modifications, to the financial institution with which the arrangement for the LIRA was entered into.

**Withdrawals from the LIRA – Non-residency**

21. An Applicant who has ceased to be a resident of Canada for at least two years may withdraw any amount from the Applicant's LIRA.

**Withdrawals from the LIRA – Marriage breakdown**

22. The value of the assets in the LIRA is subject to division in accordance with the terms of an order under Part I (Family Property) of the Family Law Act (Ontario), a family arbitration award or a domestic contract. An order under Part I (Family Property) of the Family Law Act (Ontario), a family arbitration award or a domestic contract is not effective to the extent that it purports to entitle a Surviving Spouse of the Annuitant to transfer a lump sum that exceeds 50 per cent of the assets in the LIRA, determined as of the family law valuation date.

**Death of Applicant – Surviving Spouse benefits**

23. On the death of the Applicant and upon the receipt by the Trustee of any documentation that may reasonably be required, the funds in the LIRA shall be paid as follows:

(a) to the Surviving Spouse of the Applicant, by:

i. transferring the LIRA assets to another LIRA subject to the same Pension Legislation,

ii. transferring the LIRA assets to a pension plan, if the plan permits such a transfer and administers the benefit attributed to the transferred assets as if the benefit were that of a plan member with 2 years of membership in the plan,

iii. transferring the LIRA assets to a PRPP, if the LIRA was derived directly or indirectly from a PRPP,

iv. using the LIRA assets to purchase an immediate life annuity or deferred life annuity, or

v. transferring the LIRA assets to a LIF or an RLIF subject to the same Pension Legislation; or

(b) If the Applicant appointed a beneficiary and there is no Surviving Spouse, transferring the LIRA assets to the Applicant's beneficiary; or,

(c) if the Applicant did not designate a beneficiary and there is no Surviving Spouse, transferring the LIRA assets to the Applicant's estate.

**Amending the Addendum**

24. This Addendum is subject to all applicable legislation, as may be amended from time to time, which will prevail over any inconsistent or conflicting provisions in the Addendum.

**Other**

25. No money that is not locked in under the Pension Legislation will be transferred to or held under the LIRA.

Revised: Mar. 1, 2018

## Quebec Locked-In Retirement Account (LIRA) Addendum ("Addendum")

For locked-in pension transfers to a locked-in retirement account (LIRA) pursuant to the *Supplemental Pension Plans Act* (Québec)

Upon receipt of locked-in pension assets pursuant to the *Supplemental Pension Plans Act* (Québec), B2B Trustco and the Planholder agree, further to the Retirement Savings Plan Declaration of Trust and the Locking-in Supplement for a LIRA or Locked-in RSP or RLSP that form part of this B2B Bank Intermediary Services Inc. Account Application, as follows:

1. **Pension Legislation**. For the purposes of this Addendum, the word "Act" means the *Supplemental Pension Plans Act* (Québec) and the word "Regulation" means the *Regulation Respecting Supplemental Pension Plans* made under the Act.
2. **Definitions**. All terms in this Addendum which are used in the Act or Regulation have the same meaning as under the Act or the Regulation. All terms in this Addendum which are used in the B2B Bank Intermediary Services Inc. Account Application ("**Application**") of which this Addendum forms a part, including but not limited to the Retirement Savings Plan Declaration of Trust ("**RSP Declaration of Trust**") and the Locking-in Supplement for a LIRA or Locked-in RSP or RLSP ("**LIRA Locking-in Supplement**"), have the same meaning as under the Application. In this Addendum, "Issuer" means B2B Trustco, "Plan" has the same meaning given to "your Plan" in the RSP Declaration of Trust and "Planholder" means the applicant/annuitant as defined under the RSP Declaration of Trust and the Application.
3. **Compliance**. The Plan shall at all times comply with the provisions of the Act, the Regulation, and the *Income Tax Act* (Canada) with respect to retirement savings plans. This Addendum forms part of the RSP Declaration of Trust.
4. **Precedence**. This Addendum is to be read together with the LIRA Locking-in Supplement that forms part of the Application. In the event that any provision of the LIRA Locking-in Supplement and this Addendum conflict or are incompatible, the provisions of this Addendum shall prevail to the extent necessary to resolve the conflict or incompatibility.
5. **Spouse**. Notwithstanding anything to the contrary contained in the Plan, this Addendum or any endorsements forming a part thereof,
   (a) for the purposes of the Plan, the word "spouse" has the meaning given by section 85 of the Act, and
   (b) for the purposes of any provision of the *Income Tax Act* (Canada) respecting registered retirement savings plans, "spouse" does not include any person who is not recognized as a spouse or common-law partner under the *Income Tax Act* (Canada).

   Spousal status is established on the day on which payment of the pension of the Planholder, referred to in section 10 hereof, begins or on the day preceding the death of the Planholder, whichever comes first.
6. **Establishment of the Plan**. The only assets that may be transferred into the Plan are sums originating, directly or initially, from one or more of the following:
   (a) a supplemental pension plan governed by an act emanating from a legislative authority other than the Parliament of Québec and granting entitlement to a deferred pension;
   (b) a supplemental pension plan established by an act emanating from the Parliament of Québec or from another legislative authority;
   (c) the locked-in account of a voluntary retirement savings plan ("**VRSP**") governed by the *Voluntary Retirement Savings Plans Act* (Québec);
   (d) the locked-in account of a VRSP or an equivalent savings plan emanating from a legislative authority other than the Parliament of Québec, provided the member joins that plan as part of his employment;
   (e) a life income fund referred to in section 18 of the Regulation;
   (f) a locked-in retirement account referred to in section 29 of the Regulation;
   (g) an annuity contract referred to in section 30 of the Regulation.

   Any transfer into the Plan must be on a tax deferred basis under the *Income Tax Act* (Canada).
7. **Requirement to Provide Life Pension**. Except as otherwise provided in this Addendum, the balance of the account may only be converted into a life pension guaranteed by an insurer and established for the duration of the life of the Planholder alone or for the duration of the life of the Planholder and the life of his spouse; the periodic amounts paid under that pension must be equal, unless each amount to be paid is uniformly increased by reason of an index or a rate provided for in the contract or uniformly adjusted by reason of a seizure effected on the benefits of the Planholder, a redetermination of the Planholder's pension, partition of the Planholder's benefits with his spouse, the payment of a temporary pension under the conditions provided for in section 91.1 of the Act or the election provided for under paragraph 3 of the first paragraph of section 93 of the Act.
8. **Death of Planholder**. If the Planholder who is a member or former member dies before the conversion of the balance of the Plan into a pension, the balance of the Plan is paid:
   (a) where the Planholder had a spouse at the date of death who survives the Planholder, to the surviving spouse, unless the spouse has waived entitlement to the death benefits in accordance with paragraph 11 of this Addendum and the spouse has not revoked this waiver before the death of the Planholder;
   (b) where there is no surviving spouse entitled pursuant to subparagraph (a), to the Planholder's successors.

   The Issuer must receive satisfactory evidence of death, satisfactory evidence as to whether or not the Planholder had a spouse at the date of the Planholder's death, and any other documents as the Issuer may require.
9. **Conversion**. The Planholder may require the conversion of the balance of the Plan into a life pension at any time, unless the term agreed to for the investments has not expired. The Planholder shall be solely responsible for ensuring that such investments in the Plan can be liquidated for the provision of such a life pension.
10. **Spouse's Life Pension**. The balance of the Plan may not be converted into a pension guaranteed by an insurer unless, at the death of the Planholder who is a former member or a member, a life pension equal to at least 60% of the amount of the Planholder's pension including, during the replacement period, the amount of any temporary pension, is granted to his or her spouse, who has not waived it.
11. **Waiver of Death Benefits or Joint Life Pension**. The Planholder's spouse may, by giving written notice to the Issuer, waive his or her right to receive the payment provided for in paragraph 8 or the life pension provided for in paragraph 10 of this Addendum, and may revoke such a waiver by transmitting to the Issuer a written notice to that effect before, in the case referred to in paragraph 8, the death of the Planholder or, in the case referred to in paragraph 10, the date of conversion, in whole or in part, of the balance of the account into a life pension.
12. **Marital Breakdown**. The Planholder's spouse ceases to be entitled to the benefits provided under paragraphs 8 or, as the case may be, 10 of this Addendum upon separation from bed and board, divorce, nullity of marriage, dissolution or nullity of civil union, or in the case of a spouse who is not a married or civil union spouse, upon cessation of the conjugal relationship, unless the Planholder has transmitted to the Issuer the notice provided for in section 89 of the Act.
13. **Seizure for Unpaid Alimony**. The seizable portion of the balance of the Plan may be paid in a lump sum in execution of a judgment rendered in favour of the Planholder's spouse that gives entitlement to a seizure for unpaid alimony. An amount payable pursuant to such a judgment is to be paid to the spouse upon receipt of proper documentation by the Issuer, regardless of the term of any investment. The Planholder will have no further claim or entitlement to any pension respecting the amount paid and the Issuer is not liable to any person by reason of having made payment pursuant to such seizure.
14. **Transfers Out of the Plan**. The Planholder may transfer, at any time before the conversion of the total balance of the Plan into a life pension as provided under paragraph 7 of this Addendum, all or part of the balance of the Plan into:
   (a) a supplemental pension plan governed by an act emanating from a legislative authority other than the Parliament of Québec and granting entitlement to a deferred pension;
   (b) a supplemental pension plan established by an act emanating from the Parliament of Québec or from another legislative authority;
   (c) a locked-in account of a voluntary retirement savings plan ("**VRSP**") governed by the *Voluntary Retirement Savings Plans Act* (Québec);
   (d) a locked-in account of a VRSP or an equivalent savings plan emanating from a legislative authority other than the Parliament of Québec, provided the member joins that plan as part of his employment;
   (e) a life income fund referred to in section 18 of the Regulation;
   (f) a locked-in retirement account referred to in section 29 of the Regulation; or
   (g) an annuity contract referred to in section 30 of the Regulation, unless the agreed to term of the investments has not expired. The transfer may, at the option of the Issuer and unless otherwise stipulated, be effected by remittance of the investment securities held in the Plan.

   Any transfer out of the Plan must be on a tax deferred basis under the *Income Tax Act* (Canada).
15. **Payment Due to Non-Residency**. The Planholder may, unless the agreed to term of the investments has not expired, require that the total balance of the Plan be paid to him or her in a lump sum if he or she has not resided in Canada since at least 2 years, provided that the Planholder provides the Issuer with written evidence of that fact satisfactory to the Issuer.
16. **Disability and Shortened Life Expectancy**. The Planholder may withdraw all or a part of the balance of the Plan and receive a payment or a series of payments where a physician certifies, in a form satisfactory to the Issuer, that the Planholder's physical or mental disability reduces the Planholder's life expectancy. Such certificate must be provided to the Issuer.
17. **Lump Sum Withdrawal of Small Amounts**. The entire balance of the Plan may be paid in a lump sum to the Planholder on application to the Issuer accompanied with a declaration in conformity with the one prescribed in Schedule 0.2 of the Regulation, on the following conditions:
   (a) the Planholder was at least 65 years of age at the end of the year preceding the application; and
   (b) the total of the sums credited to him or her in the retirement savings instruments mentioned in Schedule 0.2 of the Regulation does not exceed 40% of the Maximum Pensionable Earnings for the year in which the Planholder applies for payment, for the year in which the Planholder applies for payment, pursuant to the Act *respecting the Québec Pension Plan*.
18. **Statements**. The Planholder is entitled to receive, at least once a year, a statement indicating the sums deposited, their source, the accumulated earnings, the fees debited since the last statement and the balance of the Plan.

## Quebec Locked-In Retirement Account (LIRA) Addendum ("Addendum") (continued)

19. **Issuer's Responsibility**. Where a sum is paid from the Plan contrary to the provisions of this Addendum or the Regulation, the Planholder may, unless the payment is attributable to a false declaration by the Planholder, require that the Issuer pay him or her, as a penalty, a sum equal to the irregular payment. Should the Issuer provide or be required to make a payment to the Planholder pursuant to this paragraph 19, the Planholder or the Planholder's heirs and/or legal representatives will indemnify and hold harmless the Issuer to the extent that assets of the Plan were received by or accrued to the benefit of any recipient.
20. **Amendments**. An amendment to the Plan shall not be made that would entail a reduction of the benefits resulting from the Plan unless the Planholder is entitled, before the date of the amendment, to a transfer of the balance of the Plan and has received, at least 90 days before the date on which he or she may exercise that entitlement, a notice indicating to him or her the subject of the amendment and the date from which he or she may exercise that entitlement. The transfer may, at the option of the Issuer and unless otherwise stipulated, be effected by remittance of the investment securities held in the Plan. The Issuer may not, except to fulfil requirements under law, make any amendment other than that provided for in this paragraph 20 without having previously notified the Planholder.
    The Issuer may amend the agreement only to the extent that it remains in conformity with the standard contract amended and registered with the Régie des rentes du Québec.
21. **Assignment and Seizure**. Subject to splitting between the Planholder and his or her spouse in accordance with a judgment rendered under the provisions of the *Civil Code of Québec* or unless otherwise provided by the Act, the Regulation, this Addendum or other law, the following amounts may not be assigned in whole or in part, charged, alienated, anticipated, given as security or subjected to execution, seizure or attachment:
    (a) any amounts transferred into the Plan under paragraph 6 of this Addendum, with accrued interest;
    (b) any amounts transferred to the Plan of a spouse which were awarded to the spouse following partition or any other transfer of benefits effected pursuant to Chapter VIII of the Act, with accrued interest, and the benefits deriving from such amounts; and
    (c) all amounts refunded or pension benefits paid under the Plan or the Act,

    and any transaction purporting to do so is void, except insofar as such amounts derive from additional voluntary contributions or represent a portion of the surplus assets allocated after termination of a pension plan.
22. **All Payments**. All transfers and other payments under this Addendum (except a payment under paragraph 13) are subject to the terms of the investments under the Plan and are subject to the withholding of any applicable tax and the deduction of all proper expenses and charges.
23. **Headings and Renumbering**. Headings in this Addendum are for ease of reference only and do not affect its interpretation. If any provision of the Pension Legislation or income tax legislation referred to in this Addendum is renumbered due to a change in law, then that reference is considered to be updated to reflect the renumbering.
24. **Conflict between Legislation and this Addendum**. If there is a conflict between any applicable Pension Legislation or income tax legislation and this Addendum, such legislation shall prevail to the extent necessary to resolve the conflict.
25. **Governing Law**. This Addendum shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada.

**THE FOLLOWING MUST BE COMPLETED:**

**Type of Planholder**. The Planholder represents to the Issuer that the Planholder is (Please check one box):

☐ a member or former member of the registered pension plan from which the assets originated;

☐ a surviving spouse or former spouse of a member or former member of the registered pension plan from which the assets originated.

Revised: Dec. 1, 2015

## Saskatchewan - Locked-in Retirement Account (LIRA) Addendum

**DEFINITIONS**

1. "**Act**" means *The Pension Benefits Act*, 1992 of Saskatchewan, as changed or replaced from time to time;
2. "**Regulations**" means *The Pension Benefits Regulations*, 1993 in force under the Act, as changed or replaced from time to time;

Any term in the Addendum has the meaning provided in the Act and the Regulations.

**LIRA**

3. The Trustee will maintain the Fund as a LIRA according to the requirements of the Act, the Regulations and the *Income Tax Act* (Canada).

**Establishing the LIRA**

4. Only money that is locked-in under the Act will be transferred to or held under the LIRA.
5. Money in the LIRA shall not be withdrawn, surrendered, or commuted except in accordance with the Act, the Regulations and this Addendum.
6. Where locked-in money is paid out contrary to the Act or Section 29 of the Regulations, the Trustee will provide or ensure the provision of a pension in the amount of the pension that would have been provided had the locked-in money not been paid out
7. The locked-in money includes interest, gains and losses
8. Subject to paragraphs 22 and 23 of this Addendum, the balance of the locked-in money in the LIRA may not be assigned, charged, alienated or anticipated and is exempt from execution, seizure or attachment, and any transaction that purports to assign, charge, alienate or anticipate the locked-in money in the LIRA is void.

**Investments within the account**

9. The locked-in money will be invested in a manner that complies with the rules for the investment of money in a registered retirement savings plan pursuant to the *Income Tax Act* (Canada).

**Transferring assets from the LIRA**

10. Subject to paragraph 16 of this Addendum, no transfer out of locked-in money from the LIRA is permitted except:
    (a) to another LIRA contract;
    (b) to purchase a life annuity contract;
    (c) to purchase a registered retirement income fund contract;
    (d) to a pension plan on the conditions referred to in clause 32(2)(a) of the Act;
    (e) subject to paragraph 11 of this Addendum, to a pooled retirement savings account contract on the conditions set out in subsection 16(19) of *The Pooled Registered Pension Plans (Saskatchewan) Regulations*;
    (f) to a pooled retirement income account contract on the conditions set out in subsection 17(7) of *The Pooled Registered Pension Plans (Saskatchewan) Regulations*.
11. If the owner of the LIRA who was a member of the plan from which the money was transferred elects to transfer the money pursuant to paragraph 10(e) of this Addendum and the owner has a spouse, no transfer shall be made unless the owner's spouse waives his or her entitlement to a pension that complies with section 34 of the Act by delivering a written and signed waiver in Form 3 to the issuer of the contract before the transfer.
12. A life annuity contract purchased with the money in the LIRA may not vary according to the sex of the Applicant.
13. The Trustee, before transferring out locked-in money from the LIRA pursuant to paragraph 10 of this Addendum, will advise the transferee in writing of the locked-in status of the Money and make acceptance of the transfer subject to the conditions provided for in the Regulations.
14. If the Trustee does not comply with paragraph 13 of this Addendum and the transferee fails to pay the money transferred in the form of a pension or in the manner required by the Regulations, the Trustee will provide or ensure the provision of the pension referred to in paragraph 6 of this Addendum.
15. The pension to be provided to the Applicant who:
    (a) was a member of the plan or a member of the pooled registered pension plan from which the money was transferred; and
    (b) has a spouse at the date when the pension commences;

    shall comply with Section 34 of the Act, except that a waiver of entitlement shall be filed with the Trustee.

**Death of the Applicant**

16. On the death of the Applicant who was a member of the pension plan or a member of the pooled registered pension plan from which the money was transferred:
    (a) The surviving spouse is entitled to the locked-in money in the LIRA;
    (b) If there is no surviving spouse, the designated beneficiary of the Applicant is entitled to the locked-in money in the LIRA;
    (c) If there is no surviving spouse or designated beneficiary of the Applicant, the estate of the Applicant is entitled to the locked-in money in the LIRA;
    (d) The locked-in money in the LIRA will be transferred to the surviving spouse, the designated beneficiary or the estate of the Applicant in accordance with paragraphs 17-21 of this Addendum.
17. Subject to paragraph 18 of this Addendum, a surviving spouse who is entitled to the locked-in money in a contract pursuant to subparagraph 16(a) of this Addendum may, within 180 days following the day on which proof of death of the member or former member is provided to the Trustee, elect:
    (a) To transfer the locked-in money in the contract in accordance with subsection 32(2) of the Act; or
    (b) To receive a lump sum payment equal to the locked-in money in the LIRA.
18. A surviving spouse who fails to make an election pursuant to paragraph 17 of this Addendum is deemed to have elected to receive the pension in the form of a lump sum payment pursuant to clause 16(b) of this Addendum
19. If the Applicant was a member of the pension plan or a member of the pooled registered pension plan from which the money was transferred, and the Applicant dies leaving no surviving spouse, a lump sum payment equal to the locked-in money to which a surviving spouse would have been entitled pursuant to paragraph 17 of this Addendum is to be paid:
    (a) To the designated beneficiary of the Applicant; or
    (b) If there is no validly designated beneficiary, to the estate of the Applicant.
20. Any time before the death of the Applicant, the spouse of the Applicant:
    (a) May waive the spouse's entitlement pursuant to paragraph 17 of this Addendum by delivering a written and signed waiver in the prescribed form to the Trustee; and
    (b) May revoke a waiver delivered pursuant to clause (a) by delivering a written and signed notice of revocation to the Trustee.
21. If a waiver pursuant to paragraph 20 of this Addendum is in effect on the date of death of the Applicant, paragraph 19 of this Addendum applies as if the Applicant died leaving no surviving spouse.

**Withdrawals from the LIRA - Marriage breakdown**

22. The LIRA is subject, with any necessary modification, to the division on spousal relationship breakdown provisions in Part VI of the Act.

**Withdrawals from the LIRA - Maintenance orders**

23. The locked-in money in the LIRA is subject to attachment for the purpose of enforcing a maintenance order as defined in *The Enforcement of Maintenance Orders Act* (Saskatchewan).
24. Where an amount has been attached under the provisions of paragraph 23 of this Addendum, the Trustee shall deduct from the locked-in money in the LIRA:
    (a) an amount, not to exceed $250, that reasonably represents the cost to the Trustee of complying with the attachment,
    (b) the total amount of taxes, if any, that are required to be deducted or withheld as a result of the attachment, and
    (c) the lesser of :
        A. the amount attached, and
        B. the remainder of the locked-in money in the LIRA
25. Where an amount has been attached under the provisions of paragraph 23 of this Addendum,
    (a) the Applicant has no further claim or entitlement to any pension respecting the amount attached, and
    (b) the Trustee is not liable to any person by reason of having made payment in respect of said attachment.

Withdrawals from the LIRA – Shortened life expectancy

26. Subject to paragraph 15 of this Addendum, a lump sum or series of payments may be made to the Applicant, where a physician certifies that due to mental or physical disability the life expectancy of the Applicant is shortened considerably.

**Withdrawals from the LIRA – Small amounts**

27. Subject to paragraph 28 of this Addendum, the Applicant may withdraw the locked-in money as a lump sum if the amount of the locked-in money in the LIRA does not exceed 20% of the Year's Maximum Pensionable Earnings in effect in the year in which the withdrawal occurs.
28. The Trustee shall not permit a withdrawal under paragraph 27 of this Addendum unless the Trustee is satisfied that the Applicant has no other locked-in money.

**Withdrawals from the LIRA – Non-resident Applicant**

29. The Applicant may withdraw the locked-in money as a lump sum payment:

## Saskatchewan - Locked-in Retirement Account (LIRA) Addendum (continued)

(a) If the Applicant:
   i. is a non-resident of Canada, as determined for the purposes of the *Income Tax Act* (Canada),
   ii. has not resided in Canada for at least two consecutive years,
   iii. provides the Trustee with written evidence that the Canada Revenue Agency has determined that the owner is a non-resident of Canada for the purposes of the *Income Tax Act* (Canada), and
   iv. completes and files with the issuer a certificate of non-residency in the prescribed form; and

(b) If the Applicant has a spouse, the Applicant obtains the spouse's consent to the withdrawal and waiver of entitlements in the prescribed form, and files a copy of the completed form with the Trustee.

**Amending the Addendum**

30. This Addendum is subject to all applicable legislation, as may be amended from time to time, which will prevail over any inconsistent or conflicting provisions in the Addendum.

Revision date:
November 29, 2017

## Retirement Income Fund Declaration of Trust

B2B Trustco (the "Trustee") is a trust company incorporated 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. You are the applicant/annuitant as defined in the *Income Tax Act*, named in the B2B Bank Intermediary Services Inc. Account Application ("your Application"). If you have selected a RIF, LIF, RLIF, PRIF or LRIF as a type of account on your Application, the Trustee will act as the trustee of a B2B Bank Intermediary Services Inc. Retirement Income Fund ("your Plan") for you on the following terms and conditions.

1. **Acceptance and Registration:** If the Trustee agrees to act as trustee of your Plan, it will apply to register your Plan under the *Income Tax Act* (Canada) (the "Tax Act") as a registered retirement income fund ("RRIF"). You will be bound by the terms and conditions imposed on your Plan by all applicable legislation. If the Trustee declines to act as trustee, you or a Dealer (as defined below) will be notified and any amounts received by the Trustee as contributions will be returned.
2. **Purpose:** The Trustee will hold transfers accepted by it for your Plan, investments made with those amounts and any income and capital gains realized in respect of those investments in trust for the purpose of providing you with a retirement income in accordance with the Tax Act.
3. **Dealer:** In this declaration, a "Dealer" refers to an individual or entity acting (or representing that it acts) in connection with your Plan as your investment advisor, broker or dealer, or on behalf of your investment advisor, broker or dealer. You acknowledge that a Dealer is your agent and when acting (or representing that it acts) as a Dealer is not the agent of the Trustee or any of its 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 you or a Dealer on your behalf. The Trustee is under no obligation to verify that a Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.
4. **Your Responsibility:** You are responsible for:
   (a) selecting investments for your 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 your behalf;
   (b) ensuring that each transfer to your Plan is permitted by the Tax Act;
   (c) ensuring that the investments held in your Plan are at all times qualified investments for your Plan under the Tax Act and immediately notifying the Trustee if an investment held in your Plan is or becomes a non-qualified investment for your Plan under the Tax Act;
   (d) providing information to the Trustee relevant to whether an investment held is a non-qualified investment under the Tax Act;
   (e) providing the Trustee, upon request, with the current fair market value of any investment held in your Plan for which there is no published market price.

   You acknowledge and accept responsibility for these matters and undertake to act in the best interest of your Plan. You confirm that the Trustee is not responsible for your failure to comply with any of these matters or for any related loss in the value of your Plan. You confirm that the Trustee is not responsible for any related taxes, interest or penalties imposed on you or your Plan, except for those taxes, interest and penalties, if any, imposed on the Trustee by the Tax Act that are not reimbursable to the Trustee from your Plan under the Tax Act. You acknowledge that a Dealer or any other person from whom you obtain investment, tax or other advice is your agent and when acting (or representing that it acts) as a Dealer or your advisor is not an agent of the Trustee or the agent of any of the Trustee's affiliates. You will take all necessary measures to immediately liquidate any non-qualified investment under the Tax Act, and in the alternative, hereby authorize the Trustee to liquidate, or to give instructions to any other party to liquidate, any non-qualified investments under the Tax Act, but in no event shall the Trustee be obligated to liquidate or to give instructions to liquidate except as specifically authorized by you in writing.
5. **Trustee's Responsibility:** The Trustee is ultimately responsible for the administration of your Plan. The Trustee is not authorized to select investments for your Plan and will not assess the merits of any investment selected by you or a Dealer. The Trustee is not responsible for providing any investment, tax or other advice to you or a Dealer; nor is it responsible for any advice that you obtain from a Dealer or any other source. Except for those taxes, interest and penalties imposed on the Trustee by the Tax Act that are not reimbursable to the Trustee from your Plan under the Tax Act, if any, and notwithstanding any other provision of this declaration, the Trustee shall not be liable for any taxes, interest and penalties suffered as a result of any act done by it in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. Notwithstanding any other provision of this declaration, the Trustee shall not be liable for any loss suffered as a result of any act done by it in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. The Trustee is under no obligation to verify that any person is properly authorized to act as your Dealer, agent or legal representative or is otherwise authorized to act on your behalf.
6. **Transfers to your Plan:** The Trustee will accept transfers to your Plan from: (a) your registered retirement savings plan ("RRSP") or RRIF; (b) you, if the amount transferred is described in subparagraph 60(l)(v) of the Tax Act; (c) your spouse's or former spouse's RRSP or RRIF in circumstances described in subparagraph 146.3(2)(f)(iv) of the Tax Act; or (d) any other source permitted by the Tax Act from time to time. The Trustee may accept or for any reason refuse to accept all or any portion of a transfer of cash, securities or other investments to your Plan.
7. **Investments:**
   (a) The Trustee may accept and act on any investment instructions that it believes in good faith to be given by you or a Dealer on your behalf.
   (b) The assets of your Plan will be invested and reinvested from time to time according to your investment instructions or those of a Dealer unless the proposed investment does not comply with policies and requirements imposed by the Trustee from time to time.
   (c) The Trustee is not authorized to select investments for your Plan and will not assess the merits of the investments selected by you or a Dealer.
   (d) In selecting investments for your Plan, you will not be limited to those investments authorized by legislation governing the investment of property held in trust. However, you may be limited by policies and requirements imposed by us from time to time, such as the requirement to provide documentation and the requirement to comply with those policies and procedures currently imposed in connection with securities held in your Plan and the requirement to provide information concerning whether an investment held is a non-qualified investment under the Tax Act.
   (e) Notwithstanding any other provision in this declaration, the Trustee may for any reason refuse to act on any investment instruction, in which case you or a Dealer will be notified, and the Trustee will not be liable for any resulting loss.
   (f) Unless the Trustee refuses to act on your investment instructions, it will execute any purchase or sale of an investment after receiving your investment instructions together with all other properly completed documentation requested by the Trustee, at the market or sale price in effect on the day the transaction is executed. Any loss or gain resulting from errors made by the Trustee, its officers, employees or agents in the execution of investment instructions for your Plan will be for the Trustee's account.
   (g) The Trustee is authorized to make any financial arrangements that are required, necessary or appropriate to enable it to settle trades for your Plan according to your investment instructions or those of a Dealer.
   (h) In the absence of satisfactory investment instructions, cash received by the Trustee in connection with your Plan will be converted into the currency denomination of your Plan and will be invested in an interest-bearing cash deposit as part of the Trustee's guaranteed funds. The Trustee will credit your Plan with interest, as calculated by the Trustee, at the rate published by it from time to time for such deposits. Any interest in excess of the published rate will be for the Trustee's account and the Trustee may pay a portion of this excess to any agent that it appoints to provide services in connection with your Plan. Interest will not be paid to your Plan unless interest earned on such deposits is more than the specified minimums published by the Trustee or B2B Bank Intermediary Services Inc. (the "Administrator") from time to time.
   (i) If it is necessary for cash or other assets held in your Plan to be converted to another currency, the Trustee, its affiliate, its agent or a person engaged by the Trustee may act as principal on its own behalf and not on your behalf to convert the currency at the rate established by 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 its cost of currency will be for the account of the Trustee or other service provider.
8. **Retirement Income:** The assets of your Plan will be used to provide you with an income that will begin on or before December 31 of the second calendar year of your Plan. In each calendar year, the total amount of payments to you from your Plan will not be less than the minimum amount (the "Minimum Amount") required to be paid under the Tax Act. The amount of any payment from your Plan will not exceed the value of the property of your Plan immediately before the time of the payment. If the value of your Plan is less than $500 or substantially all of the assets in your Plan are illiquid (as determined by the Trustee), the Trustee may make a payment to you from your Plan equal to the value of your Plan or transfer the illiquid assets to you from your Plan. Otherwise, you may specify in writing in a form satisfactory to the Trustee, the amount and frequency of the payments to be made during any year. You may change the amount and frequency of the payments or request additional payments by instructing the Trustee in writing in a form satisfactory to the Trustee. If you do not specify the amount and frequency of payments to be made in a year or the amount that you specify is less than the Minimum Amount for a year, the Trustee will make a payment or payments as it deems necessary to ensure that the Minimum Amount for that year is paid to you. The Trustee may transfer or realize any investment of your Plan selected by it for the purpose of making a payment to you and will not be liable for any resulting loss. Payments will be made net of all proper charges including tax required to be withheld. If your Plan does not have sufficient cash to pay these charges, the Trustee will be entitled to require you to pay these charges. The Trustee may impose any other requirements and conditions in respect of the foregoing. A payment to you will be deemed to have been made when: (a) a cheque payable to you is mailed in a postage pre-paid envelope addressed to you at the address provided on your Application or subsequently provided by you or a Dealer in a notice to the Trustee; or (b) an amount is electronically transferred to the credit of a bank account designated by you.
9. **Calculation of the Minimum Amount:** The Minimum Amount will be zero in the first calendar year of your Plan and for each subsequent year 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.
10. **Transfers from your Plan:** Following receipt of satisfactory instructions from you or a Dealer, the Trustee will transfer all or part of the assets of your Plan (less all proper charges and any amount that the Trustee is required by the Tax Act to retain to ensure the payment of the Minimum Amount) to the issuer or agent of the issuer of an RRSP, RRIF or life annuity that conforms to the Tax Act, as instructed. The Trustee will not transfer the assets of your Plan to an RRSP after December 31 of the year you reach the maximum age for maturity under an RRSP specified by the Tax Act. If the Trustee receives instructions to transfer some of the assets of your Plan, it may request instructions to transfer all the assets of your Plan and may delay the transfer until after it receives the requested instructions. If the Trustee has not received the requested instructions within 30 days of its request or if the issuer of the recipient plan refuses to accept the transfer of any assets of your Plan, the assets that have not been transferred may, at the option of the Trustee, be transferred or paid to you (less taxes required to be withheld and any other proper charges). The Trustee will make an effort to provide the issuer of any recipient plan with all relevant information in its possession. The Trustee will make an effort to sell or transfer specific investments of your Plan to effect the transfer as instructed. In the absence of satisfactory instructions, the Trustee may sell or transfer any investments of your Plan selected by it to effect the transfer and will not be liable for any resulting loss. The transfer of assets will be made subject to any restrictions under the Tax Act or the terms and conditions of the investments of your Plan.
11. **Beneficiary Designation:** If you are domiciled in a jurisdiction which by law permits you to validly designate a beneficiary other than by Will, you may designate: (a) your spouse as successor annuitant of your Plan; or (b) a beneficiary to receive the proceeds of your Plan in the event of your death. You may make, change or revoke your designation by written notice to the Trustee signed by you in a form acceptable to the Trustee. Any designation, amended designation or revoked designation will be valid on the day following its receipt by the Trustee.
12. **Death:** Upon receipt of satisfactory evidence of your death, the Trustee will continue payments to your spouse provided he or she is the successor annuitant of your Plan. If your spouse becomes the successor annuitant of your Plan, he or she will be deemed to be the annuitant of your Plan with the same rights as if he or she had been the original annuitant. If your spouse is not the successor annuitant, the Trustee will hold the assets of your Plan for payment in a lump sum to your designated beneficiary if that person was living on the date of your death. If you have not designated a beneficiary or if your designated beneficiary predeceases you, the assets of your Plan will be paid to your legal representatives. The lump sum payment will be paid subject to the deduction of all proper charges after the Trustee receives all releases and other documents that it requests.
13. **Prohibition:** Except as specifically permitted under the Tax Act, no advantage that is conditional in any way on the existence of your Plan may be extended to you or a person with whom you do not deal at arm's length. You may not engage in any transaction, investment, payment or transfer which is or may be an advantage, an RRSP strip or a swap transaction under Part XI.01 of the Tax Act. Payments from

## Retirement Income Fund Declaration of Trust (continued)

the retirement income under your Plan may not be assigned in whole or in part. The assets of your Plan may not be used as security for a loan except as permitted by the Trustee. The Trustee will not make any payments from your Plan except those specifically permitted under the provisions of this declaration or the Tax Act or required by law. The Trustee reserves the right to prohibit any transaction, investment, payment or transfer, whether an advantage, an RRSP strip or a swap transaction under the Tax Act, or such other payment or transfer which is or may be prohibited or penalized under the Tax Act.

14. **Date of Birth and Social Insurance Number:** The statement of your and, if applicable, your spouse's birth date and social insurance number on your Application is deemed to be a certification of its truth and your undertaking to provide proof if requested by the Trustee.
15. **Accounting and Reporting:** The Trustee will maintain an account of your Plan reflecting, with appropriate dates: (a) transfers to your Plan; (b) the name, number and cost of investments purchased or sold by your Plan; (c) dividends, interest and other distributions received by your Plan; (d) cash; (e) withdrawals, transfers and expenses paid from your Plan; (f) the balance of your account; and (g) the minimum and maximum amount that may be paid out of your Plan. The Trustee will send you a quarterly statement of your account. Before April of each year, the Trustee will provide any applicable tax reporting required to be filed with your personal income tax return for the previous year.
16. **Fees and Expenses:** The Trustee may charge you or your Plan fees as published by it or the Administrator from time to time. The Trustee will give you at least 30 days notice of any change in our account fees. In addition, the Trustee is entitled to charge your Plan fees for out-of-the-ordinary services requested by you or a Dealer in connection with your Plan and the Trustee is entitled to reimbursement from your Plan for all disbursements, expenses and liabilities incurred by in connection with your Plan except for those taxes, interest and penalties imposed on the Trustee by the Tax Act that are not reimbursable to the Trustee from your Plan under the Tax Act. 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 your Plan; investment advisory fees paid to a Dealer; legal and accounting fees; fees in connection with financial arrangements made to facilitate the conversion of currency; and taxes, interest and penalties imposed on your Plan except for those taxes, interest and penalties imposed on the Trustee by the Tax Act that are not reimbursable to the Trustee from your Plan under the Tax Act. The Trustee is entitled to deduct the unpaid fees, disbursements, expenses and liabilities from the assets of your Plan or, except where prohibited by the Tax Act, any other account held by you with the Trustee or any of its affiliates and for this purpose the Trustee is authorized, but not obliged, to realize sufficient assets of your Plan or such other account selected by the Trustee. The Trustee shall not be responsible for any resulting loss. Except where prohibited by the Tax Act and notwithstanding any other provision of this declaration, the Trustee is entitled to deduct from any other account held by you with the Trustee or any of its affiliates those taxes, interest and penalties imposed on the Trustee by the Tax Act that are not reimbursable to the Trustee from your Plan under the Tax Act.
17. **Tax imposed on you or your Plan:** If your Plan becomes liable for tax, interest or penalties under the Tax Act or provincial legislation, the Trustee may sell any investment of your Plan to pay the liability. The Trustee may, but is not obliged to, sell or otherwise dispose of any investment of your Plan to avoid or minimize the imposition of tax, interest or penalties on you or your Plan. Except for those taxes, interest and penalties imposed on the Trustee by the Tax Act that are not reimbursable to the Trustee from your Plan under the Tax Act, if any, the Trustee shall not be liable for any tax, interest or penalty imposed on you or your Plan. The Trustee shall not be liable for any loss resulting from the disposition or failure to dispose of any investment held by your Plan.
18. **Delegation of Duties:** Without detracting in any way from its responsibility, the Trustee may appoint 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 your Plan, executing investment instructions, safekeeping the assets of your Plan, account and record keeping, preparing and issuing statements and tax receipts, calculating, recording and crediting interest on cash balances held in your Plan, communicating with you, a Dealer or legal representatives and responding to your or 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 your 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 your Plan and/or currency converted in your Plan.
19. **Execution of Trades:** When executing trades for your Plan, the Trustee may engage the services of: (a) brokers or investment dealers registered under applicable securities laws; (b) itself to the extent it is by law authorized to engage in all or any part of the trading activity; and (c) an affiliate (as defined in the Business Corporations Act (Ontario)) to the extent that the affiliate is by law authorized to engage in all or part of the trading activity.
20. **Custodian:** The Trustee may engage one or more Canadian chartered banks, Canadian or provincial trust companies, registered brokers or investment dealers as a depository to hold some or all of the investments of your Plan, provided that: (a) the depository may not offset any debt or obligation owing to the depository against assets of your Plan, (b) the assets of your Plan may not be pledged, assigned or otherwise encumbered, and (c) if the depository is a broker or investment dealer, the terms and conditions of the engagement will comply with the published requirements of applicable regulatory authorities. The Trustee may arrange for the deposit and delivery of any investments of your Plan with The Canadian Depository for Securities Limited, the Depository Trust Company or any other properly authorized domestic or foreign depository.
21. **Indemnity:** None of the Trustee or its officers, employees and agents will be liable for and are indemnified by you and your Plan from and against all expenses, liabilities, claims, losses and demands of any nature arising out of the holding of the assets of your Plan; the dealing with the assets of your Plan in accordance with instructions which the Trustee, its officers, employees or agents believes in good faith to be given by you or a Dealer or other agent; making financial arrangements to settle trades; and the sale, transfer or release of assets of your Plan in accordance with this declaration, unless caused by or resulting from its dishonesty, bad faith, willful misconduct or gross negligence.
22. **Amendments:** From time to time, the Trustee may amend this declaration with the approval of the Canada Revenue Agency provided that the amendment does not disqualify your Plan as a RRIF under the Tax Act or other legislation. Any amendment to ensure that your Plan continues to comply with the Tax Act or other legislation will be effective without notice. Any other amendment will be effective not less than 30 days after notice has been provided to you.
23. **Successor Trustee:** The Trustee may resign and be discharged from all duties and liabilities under this declaration by giving written notice to the Administrator. The Administrator is initially nominated to appoint a company as successor trustee. If the company appointed by the Administrator does not accept the office of trustee of your Plan within 30 days of being appointed, then the Trustee may nominate you to appoint a successor trustee by providing notice to you. Upon acceptance of the office of trustee of your Plan, the successor trustee will be trustee of your Plan as if it had been the original declarant of your Plan and your 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. If you are unable to appoint a successor trustee who accepts the office of trustee of your Plan within 60 days of you being nominated to appoint a successor trustee, the assets of your Plan net of all proper charges will be withdrawn from your Plan and transferred to you and the Trustee will be relieved of all duties and liabilities under this declaration.
24. **Notice to you:** Any notice, request or other communication required or permitted to be given to you by the Trustee must be in writing and will be sufficiently given if it is sent by pre-paid mail, telecopier, electronic mail or other form of electronic transmission addressed to you at the address provided on your Application or subsequently provided by you or a Dealer in a notice to the Trustee. For greater certainty, the Trustee is not responsible for verifying the accuracy or currency of any address provided to it. Any notice, request or other communication will be deemed to have been given to you and received by you on the day of mailing or transmission.
25. **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 you 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 Administrator by pre-paid mail, courier or telecopier addressed to the Trustee or the Administrator at the address for the Administrator last provided to you. The Trustee is permitted but not obliged to accept and act on a notice, request or other communication given to it by you 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 you 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 Administrator.
26. **Locked-in Plans:** If in accordance with the relevant pension legislation, locked-in assets are transferred to your Plan, then the attached Locking-in Supplement or the attached Addendum that governs your Plan, as applicable, forms part of this declaration. Unless otherwise prohibited by law, where there is inconsistency between the provisions of the Locking-in Supplement or the attached Addendum that governs your Plan, as applicable, and any other provisions within the declaration, the provisions of the supplement or addendum apply.
27. **Language:** If the language preference selected in your Application is English, this declaration and all ancillary documents will be provided to you in English. Si la préférence linguistique choisie dans votre demande est l'anglais, la présente déclaration et tous les documents accessoires vous seront fournis en anglais.
28. **Governing Laws:** This declaration will be governed, construed and enforced in accordance with the laws of Ontario and Canada except that the word "spouse" as used in this declaration refers to a person recognized as your spouse or common-law partner for the purposes of the Tax Act.
29. **Specimen Plan:** RIF 1584.

Revised: July 20, 2020

## Locking-in Supplement for a LIF, RLIF, PRIF or LRIF

1. **Definitions:** In this Locking-in Supplement:
   (a) unless otherwise defined, terms defined in the Declaration have the same meaning in this Locking-in Supplement;
   (b) Declaration: means the declaration of trust for your Plan;
   (c) LIF: means a "LIF", "life income fund" or "life income fund contract" as defined in pension legislation other than a RLIF;
   (d) Life annuity: means a "life annuity", "life annuity contract", "annuity contract", "life pension", "immediate life annuity" and "deferred life annuity", as defined in pension legislation, that conforms with the Tax Act and pension legislation;
   (e) LIRA: means a "LIRA", "locked-in retirement account" or "locked-in retirement account contract" as defined in pension legislation;
   (f) Locked-in RSP: means a "locked-in registered retirement savings plan" as defined in pension legislation or where undefined means a RRSP that satisfies the conditions under pension legislation for receiving funds that originate from a RPP, other than a RLSP;
   (g) Maximum Amount: means the maximum amount permitted by pension legislation to be paid to you from your Plan during a calendar year which, for a PRIF is the maximum amount permitted by the Tax Act and for a LIF, RLIF or LRIF is more fully described in this Locking-in Supplement;
   (h) Minimum Amount: means the minimum amount required by the Tax Act to be paid to you from your Plan during a calendar year or where New Brunswick pension legislation governs your Plan, the Minimum Amount for a year shall be the greater of the minimum amount under the Tax Act and the amount determined by dividing the value of your Plan at the beginning of the year by the number of years between January 1 of the year and December 31 of the year you reach age 90 (inclusive);
   (i) pension: means a "pension", "pension benefit" or "retirement pension" as defined in pension legislation and used in the context of a LIF, RLIF or LRIF, as applicable, and in the case of a PRIF means "retirement income" as defined in the Tax Act;
   (j) pension legislation: means one of the Pension Benefits Standards Act, 1985 (Federal), the Pension Benefits Act (New Brunswick), the Pooled Registered Pension Plans Act (Canada) (and provincial PRPP statutes and regulations), whichever governs assets transferred or to be transferred to your Plan directly or indirectly from a RPP and for greater certainty, the term pension legislation includes regulations made under that statute;
   (k) PRIF: means a prescribed RRIF;
   (l) RLIF: means a "restricted life income fund" as defined in Federal pension legislation;
   (m) RLSP: means a "restricted locked-in savings plan" as defined in Federal pension legislation;
   (n) RPP: means a pension plan or a supplemental pension plan governed by pension legislation or established by other legislative authority and registered under the Tax Act;
   (o) RRIF: means a "registered retirement income fund" as defined in Federal pension legislation;
   (p) PRPP: means a pooled registered pension plan as defined in the Pension Benefits Standards Act, 1985 (Federal);
   (q) spouse: means a person recognized as your spouse or, where contemplated by pension legislation, your cohabiting partner, common-law partner or pension partner for the purposes of pension legislation in the context of a LIF, RLIF, PRIF or LRIF, as applicable, provided however that where the context requires, a spouse refers only to a person recognized as a spouse or common-law partner for the purposes of the Tax Act.
2. **Application and Compliance:** If your Plan is a RRIF and locked-in assets are transferred or will be transferred to your Plan directly or indirectly from a RPP, this Locking-in Supplement applies to your Plan and forms part of the Declaration. The Trustee will comply with the relevant pension legislation.
3. **Purpose:** The Trustee will hold transfers accepted by it for your Plan, investments made with those amounts and any income and capital gains realized in respect of those investments in trust for the purposes of providing you with a pension in accordance with the Tax Act and pension legislation. The assets of your Plan may not be withdrawn, commuted or surrendered except as permitted by the Tax Act and pension law.
4. **Transfers to your Plan:** The only assets that may be transferred to your Plan are assets transferred directly or indirectly from a RPP; if permitted by pension legislation, a LIRA, a Locked-in RSP, a RLSP, a LIF, a RLIF, a PRIF a LRIF, PRPP or another source permitted by the Tax Act and pension legislation from time to time. The Trustee will not accept any amount transferred to your Plan:
   (a) from a source or in circumstances not permitted by the Tax Act and pension legislation; or
   (b) in circumstances that would require the Trustee to begin making payments from your Plan contrary to

pension legislation. Locked-in assets governed by pension legislation of one jurisdiction may not be commingled in your Plan with non-locked-in assets or locked-in assets governed by pension legislation of another jurisdiction. Where New Brunswick pension legislation governs your Plan, if the amount transferred to your Plan was determined in a way that differentiated based on your gender, amounts subsequently transferred to your Plan must have been differentiated on the same basis.

5. **Investments:** The investments held in your Plan must comply with the investment rules imposed by the Tax Act for a RRIF.
6. **Retirement Income:** The assets of your Plan will be used to provide you with an income that will begin on or before December 31 of the second fiscal year of your Plan. In each calendar year, the total amount of payments to you from your Plan may not be less than the Minimum Amount or more than the Maximum Amount, except as otherwise permitted by this Locking-in Supplement. For the first fiscal year of your Plan, the Minimum Amount is zero. Every fiscal year, you must give instructions to the Trustee specifying the amount to be paid out of your Plan (Payment Instructions). In addition to the amount, Payment Instructions should specify the frequency of the payments for the year and if applicable, should include any portion of the payment to be made in accordance with section 8 of this Locking-in Supplement [Increasing the Maximum Amount paid to a Young Annuitant]. Payment Instructions may vary from year to year. Payment Instructions are to be provided and payments are to be made in accordance with the Declaration. Payment Instructions must be given within a reasonable time prior to the beginning of the fiscal year to which they relate. Payment Instructions expire at the end of the fiscal year to which they relate. However, if the Trustee does not receive renewed Payment Instructions from you for the next fiscal year, the Trustee will pay the Minimum Amount for that fiscal year or, at the Trustee's sole discretion, continue to act on the most recent Payment Instructions received from you as if these were still effective, so long as the payment amount is at or above the required minimum for the fiscal year and doing so would not contravene pension legislation.
7. **Calculation of Maximum Amount under a LIF, RLIF or LRIF:** If your Plan is a LIF, RLIF or LRIF, the Maximum Amount for a year will not be less than the Minimum Amount and will be calculated as at the beginning of each year in accordance with pension legislation and may be recalculated from time to time during the year if permitted by pension legislation.
   (a) If your Plan is a Federal LIF or RLIF the Maximum Amount for a year must not exceed the amount determined by the formula C/F, where
   C = the value of the assets in your Plan:
   (i) on the first day of the calendar year; or
   (ii) if the value at the beginning of the calendar year is zero, at the date the initial amount was transferred into the Plan; and
   F = the value, as at the beginning of the calendar year, of a pension benefit of which the annual payment is $1, payable on January 1 of each year between the beginning of that calendar year and December 31 of the year in which you reach age 90, established using an interest rate that
   (iii) or the first 15 years after January 1 of the year in which the Plan is valued, does not exceed the rate obtained on long-term bonds issued by the Government of Canada for the November before the year of valuation, as compiled by Statistics Canada and available on the Bank of Canada website as V122487 (formerly published in the Bank of Canada Review as CANSIM Series B-14013), and
   (iv) using a rate not exceeding 6% for subsequent years.
   (b) If your Plan is a New Brunswick LIF the Maximum Amount for a year must not exceed the amount determined by the formula C/F, where
   C = the balance of the assets in your Plan on the first day of the fiscal year; and
   F = the value, on the first day of the fiscal year, of a pension, the annual payment of which is $1 payable on the first day of each fiscal year between the first day of the fiscal year and December 31, inclusive, of the year in which you reach age 90, established using an interest rate
   (i) of not more than 6% per year, or
   (ii) for the first 15 years after January 1 of the year in which the Plan is valued, an interest rate exceeding 6% per year if that rate does not exceed the rate obtained on long-term bonds issued by the Government of Canada for the November before the year of valuation, as compiled by Statistics Canada and available on the Bank of Canada website as V122487 (formerly published in the Bank of Canada Review as CANSIM Series B-14013).
8. **Collapsing a Small LIF, RLIF or LRIF:** You may withdraw the total value of the Plan assets as a lump sum, if
   (a) where your Plan is a Federal LIF or Federal RLIF, in the calendar year in which you reach age 55, or in any subsequent calendar year,
   (i) you certify that the aggregate value of the assets in all your Federal Locked-in RSPs, Federal LIFs, Federal RLSPs and Federal RLIFs is less than or equal to 50% of the YMPE; and
   (ii) you provide the Trustee with completed Forms 2 and 3 as required by Federal pension legislation.

   The Trustee will make a lump-sum payment from your Plan equal to the value of your Plan after receiving your request, signed declaration, waiver, or attestation in the form and manner required by pension legislation and satisfactory evidence that all the necessary conditions stipulated by pension legislation are satisfied.
9. **Collapsing your LIF, RLIF or LRIF after you become a Non-resident:** Where Federal, New Brunswick pension legislation governs your Plan, the Trustee will make a lump-sum payment to you from your Plan equal to the value of your Plan after receiving:
   (a) your request;
   (b) any document or information required by pension legislation;
   (c) satisfactory written evidence that the Canada Revenue Agency has determined that you (and where New Brunswick pension legislation governs your Plan, your spouse) are a non-resident of Canada for the purposes of the Tax Act;
   (d) where New Brunswick pension legislation governs your Plan, satisfactory written evidence that you and your spouse, if any, are not Canadian citizens;
   (e) where New Brunswick pension legislation governs your Plan, a waiver from your spouse in the form required by pension legislation; and
   (f) where Federal pension legislation governs your Plan, the Trustee will not make the payment until you have been absent from Canada for at least two years.
10. **Shortened Life Expectancy:** If your Plan is a Federal LIF or RLIF, or a New Brunswick LIF the Trustee will make a payment or series of payments to you to enable a full or partial withdrawal of the assets in your Plan which, in total, may be greater than the Maximum Amount for the years in which payments are made, but only to the extent and in the manner permitted by pension legislation, after receiving: (a) a request;
    (b) written certification from a physician certifying that you are subject to a physical disability or, where contemplated by pension legislation, an illness or mental disability, that considerably reduces your life expectancy;
    (c) where New Brunswick pension legislation governs your Plan, a waiver from your spouse in the form and manner required by pension legislation; and
    (d) any other document or information required by pension legislation.
11. **Financial Hardship:** If Federal pension legislation governs your Plan, you may withdraw an amount from your Plan up to the lesser of the amount determined by the formula M+N and 50% of the YMPE minus the aggregate amount of any other financial hardship withdrawals under Federal pension legislation made in the calendar year from any Federal Locked-in RSP, Federal RLSP, Federal LIF, or Federal RLIF you hold, where
    M = the total amount of the expenditures that you expect to make on medical or disability related treatment or adaptive technology for the calendar year, and
    N = the greater of zero and the amount determined by the formula P-Q,
    where;
    P = 50% of the YMPE, and
    Q = two thirds of your total expected income for the calendar year determined in accordance with the Tax Act, excluding withdrawals in the calendar year for financial hardship from any Federal Locked-in RSP, Federal RLSP, Federal LIF, or Federal RLIF you hold.

    Provided,
    (a) you certify that you have not made a financial hardship withdrawal under Federal pension legislation in the calendar year from any Federal Locked-in RSP, Federal RLSP, Federal LIF, or Federal RLIF you hold, other than within the last 30 days before such certification,
    (b) if the value of M is greater than zero,
    (i) you certify that you expect to make expenditures on medical or disability-related treatment or adaptive technology for the calendar year in excess of 20% of your total expected income for that calendar year determined in accordance with the Tax Act, excluding withdrawals in the calendar year for financial hardship from any Federal Locked-in RSP, Federal RLSP, Federal LIF, or Federal RLIF you hold.
    (ii) a physician certifies that such medical or disability-related treatment or adaptive technology is required, and
    (c) you provide the Trustee with completed Forms 1 and 2 as required by Federal pension legislation.

    **High medical or disability-related costs**

    For financial hardship unlocking based on medical or disability-related costs, these expected costs must be of 20% or more of your expected income for the current calendar year. You may withdraw an amount up to the full medical or disability-related costs subject to a maximum amount of 50% of the YMPE.
12. **Spousal Payments after Relationship Breakdown:** The assets of your Plan and any life annuity established with the assets of your Plan may be subject to division under family law and pension law. After receiving satisfactory evidence of entitlement and confirmation that a payment is not prohibited by pension law, a payment or payments will be made out of your Plan but only to the extent and in the manner permitted by law: (a) to effect a division of assets provided the payment is made pursuant to applicable marital property legislation; or (b) pursuant to an execution, seizure, attachment or other process of law in satisfaction of an order for support or maintenance. Within the limits permitted by pension legislation, the Trustee may deduct from your Plan its cost of complying with an order for support or maintenance.
13. **Spousal Entitlement to Survivor Benefits after Relationship Breakdown:**
    (1) Your spouse's entitlement to survivor benefits:
    (a) may end upon divorce, annulment, or separation;
    (2) Notwithstanding subsection 14(1) of this Locking-in Supplement, your former spouse is entitled to survivor benefits:
    (a) if named as a beneficiary of your Plan;
    (b) if applicable pensions legislation is satisfied.
14. **Special transfers from your New Brunswick LIF or Federal RLIF to a non-locked-in plan:**
    (1) Where New Brunswick pension legislation governs your Plan, on one occasion during your lifetime, you may transfer an amount (in addition to and separate from the Maximum Amount)from your Plan to a RRIF that is not a locked-in plan if:
    (a) you obtain the written approval of the New Brunswick Superintendent of Pensions; and
    (b) the amount is no more than the lesser of:
    (i) 3 times the Maximum Amount for the fiscal year; and
    (ii) 25 percent of the value of your Plan on the first day of the fiscal year.
    (2) If your Plan is a Federal RLIF and it is established in the calendar year in which you reach 55 years of age or in any subsequent calendar year, within 60 days after the establishment of your Plan, you may transfer 50% of the assets in your Plan to a RRSP or a RRIF that are not Federal locked-in plans if:
    (a) your Plan was created as the result of the transfer of a pension benefit credit from a RPP or a transfer from a Locked-in RSP or a LIF, governed by Federal pension legislation; and
    (b) you provide the Trustee with a completed Form 2 as required by Federal pension legislation.
15. **Other Transfers from your Plan:** Subject to any restrictions imposed by the Tax Act or pension legislation, all or any part of the assets of your Plan may be transferred to the issuer of a RPP, LIRA/Locked-in RSP, RLSP, LIF, RLIF, PRIF, LRIF, PRPP or life annuity. Before transferring assets from your Plan, the Trustee will:
    (a) confirm that the transfer is permitted under pension legislation and the Tax Act;
    (b) confirm that the issuer of the recipient plan is on the list of acknowledged financial institutions and the recipient plan is on the list of LIRAs/Locked-in RSPs, RLSPs, LIFs, RLIFs, PRPP or LRIFs if such a list is maintained by the applicable pension regulator;
    (c) notify the issuer of the recipient plan of the locked-in (or, for a transfer to a PRIF, the non-locked-in) status of the assets being transferred and the pension legislation that governs the assets; and
    (d) obtain the commitment of the issuer of the recipient plan to administer the transferred assets according to pension legislation. The Trustee will comply with any other requirement imposed by pension legislation. The Trustee will endeavour to transfer assets as requested within 30 days after receiving satisfactory instructions and any other documentation that it considers necessary.
16. **Life Annuity:** A life annuity established with the assets of your Plan must comply with pension legislation in addition to the rules imposed by the Tax Act. A life annuity established with the assets of your Plan must be established for your life. However, if you have a spouse on the date contemplated by pension legislation and the Tax Act, the life annuity must be established for the life of the survivor of you and your spouse unless your spouse is not entitled by virtue of a breakdown of your relationship or a spousal waiver has been provided in the form and manner required by pension legislation and has not been revoked. Your spouse's right to a life annuity as your survivor may be waived in the form and manner stipulated by pension legislation before payments under the life annuity begin. The waiver may be revoked in accordance with pension legislation. Where required by pension legislation, an insurer must guarantee payments under the life annuity but not for a period longer than 90 years minus the age of you or your spouse at the time the life annuity was acquired. The life annuity may not differentiate based on your gender except to the extent permitted by pension legislation.
17. **Beneficiary Designation:** The designation of a person other than your spouse as the beneficiary of your Plan will not be valid if you have a spouse who is entitled to survivor benefits under your Plan because of pension legislation. Your spouse's right to be the beneficiary of your Plan may be waived (and the waiver may be revoked) in the form and manner stipulated by pension legislation.
18. **Death:** Following your death, the assets of your Plan will be paid to the person who was your spouse on the date of your death or will be used to provide that person with a pension unless that person is not entitled to survivor benefits under pension legislation. If pension legislation permits or requires that person to receive survivor benefits in a form other than a lump-sum payment, that person may instruct the Trustee to:
    (a) continue the payments referred to in section 6 [Retirement Income] of this Locking-in Supplement to him or her provided that person is the successor annuitant of your Plan; or
    (b) transfer the assets of your Plan to the issuer of a RRSP, LIRA/Locked-in RSP, RLSP, RRIF, LIF, RLIF, LRIF, PRPP or life annuity as permitted by pension legislation and the Tax Act. If you did not have a spouse on the relevant date or if your spouse is not entitled to survivor benefits under pension legislation, the assets of your Plan will be paid to your designated beneficiary, if that person was living at the date of your death and if not, to your legal representatives. The assets of your Plan will be paid out of your Plan within 60 days after the Trustee receives all releases and other documents that it requests. If the Trustee has not received satisfactory instructions by that date, the Trustee may transfer the assets of your Plan as permitted or required by pension legislation and the Trustee will not be liable for any resulting loss.

## Locking-in Supplement for a LIF, RLIF, PRIF or LRIF (continued)

**19. Other Payments or Transfers:** The Trustee will make a lump sum or series of payments or transfers from your Plan not otherwise provided for in this Locking-in Supplement but only in the manner and to the extent specifically permitted by pension legislation and only after receiving your request and any documents and information required by it and pension legislation.

**20. Fiscal Year:** The fiscal year of your Plan will end on December 31 of each year and may not exceed 12 months.

**21. Valuation:** On any given day, the value of your Plan will be determined based on the value of the assets held in your Plan at the close of business on that day net of any fees or expenses properly chargeable to your Plan.

**22. Statements:** You will be sent a statement of your account together with any additional information required by pension legislation:
(a) following the end of each fiscal year of your Plan;
(b) as of the date of a transfer of assets out of your Plan;
(c) any other time required by pension legislation; and
(d) following receipt of your request. Your spouse, designated beneficiary or legal representatives, as applicable, will be given a statement of your account as of the date of your death.

**23. Assignment and Seizure:** The assets of your Plan and payments from your Plan may not be assigned, charged, alienated, anticipated, given as security, or subjected to execution, seizure or attachment, except as permitted by the Tax Act and pension law. A transaction that is contrary to this section is void.

**24. Amendments:** From time to time the Trustee may amend the Declaration (including this Locking-in Supplement) provided that the amendment does not disqualify your Plan as a LIF, RLIF, PRIF or LRIF, as applicable, and, if required by law, the amendment is approved by the authorities administering the Tax Act and pension legislation. Where New Brunswick pension legislation governs your Plan, no amendment will be made that will reduce your benefits under your Plan unless the amendment is required to cause your Plan to comply with the law. Amendments that do not reduce your benefits but are required to ensure that your Plan continues to comply with the law will be effective without notice. Any other amendment will be effective not less than 30 days (or 90 days where required by pension legislation) after notice has been provided to you. Where required by pension legislation, you will also be provided with notice of your entitlement to transfer assets out of your Plan.

Revised: July 20, 2020

## Alberta Schedule 2 - Life Income Fund Addendum

**Part 1 - Interpretation**

**Interpretation**

**1 (1)** The following terms, used in this addendum, have the meanings respectively given them as indicated below, except where the context otherwise requires:
(a) "Act" means the Employment Pension Plans Act (SA 2012 cE-8.1);
(b) "designated beneficiary", in relation to the owner of this life income fund, means a beneficiary designated under section 71(2) of the Wills and Succession Act;
(c) "life annuity" means a non commutable arrangement to provide, on a deferred or immediate basis, a series of periodic payments for the life of the annuity holder or for the lives jointly of the annuity holder and the annuity holder's pension partner;
(d) "life income fund issuer" means the issuer of this life income fund;
(e) "life income fund maximum amount", in relation to the income that may be paid out of a life income fund to an owner in a calendar year, means the greatest of
(i) the life income fund minimum amount for that year,
(ii) the preceding year's life income fund investment returns, and
(iii) the amount determined by the following formula:

$$\frac{\text{life income fund balance}}{\text{withdrawal factor}}$$

where

"CANSIM rate", in relation to a period of not more than 12 months for which interest is payable, means the rate of interest on long term bonds issued by the Government of Canada for the month of November preceding the year in relation to which the withdrawal factor is being calculated, determined by reference to the Canadian Socio Economic Information Management System (CANSIM) Series V 122487 compiled by Statistics Canada and available on the website maintained by the Bank of Canada;

"life income fund balance", in relation to a life income fund, means
(i) in the calendar year in which the fund is established, the balance of the fund as at the date on which the fund is established, and
(ii) in every subsequent calendar year, the balance of the fund as at January 1 of the calendar year in which the calculation is made;

"withdrawal factor" means the actuarial present value, on January 1 of the year in which the calculation is made, of an annuity of $1 payable at the beginning of each year between that date and December 31 of the year during which the owner reaches the age of 90 years and calculated by using
(i) for the first 15 years in relation to which the actuarial present value is determined, the greater of the following:
(A) 6% per year;
(B) the CANSIM rate;
(ii) for each year after the first 15 years, 6% per year;
(f) "life income fund minimum amount", in relation to the income that may be paid out of a life income fund to an owner in a calendar year, means the minimum amount of income that, under the Income Tax Regulations (Canada), is required to be paid out of the member's life income fund in that year;
(g) "locked-in money" means
(i) money in a pension plan the withdrawal, surrender or receipt of which is restricted under section 70 of the Act,
(ii) money transferred under section 99(1) of the Act, and
(iii) money to which clause (a), applies, that has been transferred out of the plan, and any interest on that money, whether or not that money had been transferred to one or more locked-in vehicles after it was transferred from the plan,
and includes money that was deposited into this life income fund under section 135(1)(a) of the Regulation or paid to the life income fund issuer under section 135(1)(b) or (2) of the Regulation;
(h) "member owner" means an owner of a locked-in vehicle if
(i) the owner was a member of a pension plan, and
(ii) the locked-in vehicle contains locked-in money from that plan;
(i) "owner" means a member owner or a pension partner owner;
(j) "pension partner" means a person who is a pension partner within the meaning of subsection (2);
(k) "pension partner owner" means an owner of a locked-in vehicle if
(i) the locked-in vehicle contains locked-in money from that plan, and
(ii) the pension partner owner's entitlement to the locked-in money in the locked-in vehicle arose by virtue of
(A) the death of the member of a pension plan or a member owner, or
(B) a breakdown of the marriage between the pension partner owner and the member of a pension plan, or the pension partner owner and the member owner;
(l) "Regulation" means the Employment Pension Plans Regulation;
(m) "this life income fund" means the life income fund to which this addendum applies.

**(2)** Persons are pension partners for the purposes of this addendum on any date on which one of the following applies:
(a) they
(i) are married to each other, and
(ii) have not been living separate and apart from each other for a continuous period longer than 3 years;
(b) if clause (a) does not apply, they have been living with each other in a marriage-like relationship
(i) for a continuous period of at least 3 years preceding the date, or
(ii) of some permanence, if there is a child of the relationship by birth or adoption.

**(3)** Terms used in this addendum and not defined in subsection (1) but defined generally in the Act or Regulation have the meanings assigned to them in the Act or Regulation.

**Part 2 - Transfers In and Transfers and Payments Out of Life Income Fund**

**Limitation of deposits to this account**

**2 (1)** Subject to subsection (2), the only money that may be deposited in this life income fund is
(a) locked-in money from a pension plan if
(i) this life income fund is owned by a member owner, or
(ii) this life income fund is owned by a pension partner owner
(b) money deposited by the life income fund issuer under section 135(1)(a) of the Regulation or paid to by the life income fund issuer for deposit to this life income fund under section 135(1)(b) or (2) of the Regulation, or
(c) money deposited by the life income fund issuer from a locked-in retirement account under section 114(2) of the Regulation or from another life income fund under section 132(1) of the Regulation.

**(2)** The issuer of the life income fund must not accept a transfer to the life income fund of locked-in money unless the original or a certified copy of the signed waiver form in Form 7, 10, 14 or 15, as applicable, has been provided to the life income fund issuer.

**Payments out**

**3 (1)** The owner of this life income fund must, at the beginning of each calendar year, notify the life income fund issuer in writing of the amount of income that is to be paid out of the life income fund during that year, which amount must accord with subsection (5).

**(2)** Subject to subsection (3), the owner of this life income fund may, at any time that money is transferred to this life income fund, notify the life income fund issuer in writing of the amount of income that is to be paid out of the life income fund during that year, which amount must accord with subsection (5).

**(3)** The additional payment in subsection (2) may not be made if the money that transferred into this life income fund was previously in another life income fund or a life income type benefits account.

**(4)** The owner of this life income fund may, at any time during a calendar year, change the amount of income that is to be paid out of the life income fund during that year to a different amount that accords with subsection (5).

**(5)** There must be paid from a life income fund in each calendar year an amount of income that accords with the following:
(a) not less than the life income fund minimum amount applicable to the owner for that year;
(b) not more than the life income fund maximum amount applicable to the owner for that year.

**Limitation on withdrawals from this account**

**4 (1)** Money in this life income fund, including investment earnings, is for use in the provision of retirement income.

**(2)** Despite subsection (1), money may be withdrawn from this life income fund in the following limited circumstances:
(a) by way of a transfer to another life income fund on the relevant conditions specified in this addendum;
(b) to purchase a life annuity in accordance with section 7(1);
(c) by way of a transfer to a pension plan if the plan text document of the plan allows the transfer;
(d) in accordance with Part 4 of this addendum.

**(3)** Without limiting subsections (1) and (2) and in accordance with in section 72 of the Act, money in this life income fund must not be assigned, charged, alienated or anticipated and is exempt from execution, seizure or attachment.

**(4)** The life income fund issuer must comply with any applicable requirements of the Act and the Regulation before allowing a payment or transfer of any of the money in this life income fund.

**General liability on improper payments or transfers**

**5** If the life income fund issuer pays or transfers money from this life income fund contrary to the Act or the Regulation,
(a) subject to clause (b), the life income fund issuer must,
(i) if less than all of the money in this life income fund is improperly paid or transferred, deposit into this life income fund an amount of money equal to the money that had been improperly paid or transferred, or
(ii) if all of the money in this life income fund is improperly paid or transferred, establish a new life income fund for the owner and deposit into that new life income fund an amount of money equal to the amount of money that had been improperly paid or transferred,
or
(b) if
(i) the money is transferred out of this life income fund to an issuer that is authorized under the Regulation to issue life income funds,
(ii) the act or omission that is contrary to the Act or the Regulation is the failure of the life income fund issuer to advise the transferee issuer that the money is locked-in money, and
(iii) the transferee issuer deals with the money in a manner that is contrary to the manner in which locked-in money is to be dealt with under the Act or the Regulation,
the life income fund issuer must pay to the transferee issuer, in accordance with the requirements and the Regulation relating to transfers of locked-in money, an amount equal to the amount dealt with in the manner referred to in subclause (iii).

**Remittance of securities**

**6 (1)** If this life income fund holds identifiable and transferable securities, the transfers referred to in this Part may, unless otherwise stipulated in the contract to which this is an addendum, be effected, at the option of the life income fund issuer and with the consent of the owner, by the transfer of any such securities.

**(2)** Subject to section 2, there may be transferred to this life income fund identifiable and transferable securities, unless otherwise stipulated in the contract to which this is an addendum, if that transfer is approved by the life income fund issuer and consented to by the owner.

**Restrictions on transfers**

**7 (1)** The money in this life income fund must not be transferred to an insurance company for the purchase of

## Alberta Schedule 2 - Life Income Fund Addendum (continued)

a life annuity unless
(a) there is no differentiation amongst the annuitants on the basis of gender, and
(b) if the member owner has a pension partner,
(i) the life annuity is in the form of a joint and survivor pension as described in section 90(2) of the Act, or
(ii) in the case of a life annuity that is different from the form of pension described in subclause (i), a waiver in Form 11 signed by the member owner's pension partner and provided to the life income fund issuer not more than 90 days before the transfer.

**(2)** The money in this life income fund must not be transferred to a locked-in retirement account.

**Part 3 - Death of Owner**

**Transfers on death of owner who was a pension plan member**

**8 (1)** If a member owner of a life income fund dies, the life income fund issuer must pay, by way of a lump sum payment, the money in the life income fund:
(a) to the deceased member owner's surviving pension partner;
(b) if the deceased member owner has no pension partner at the time of death, or if the deceased member owner has a surviving pension partner and a waiver in Form 16, signed by the surviving pension partner has been provided to the life income fund issuer
(i) to the deceased member owner's designated beneficiary, or
(ii) if there is no living designated beneficiary, to the personal representative of the deceased member owner's estate.

**(2)** A payment under subsection (1) must be made within 60 days after the delivery to the issuer of the documents required to effect the payment.

**Transfers on death of pension partner owner**

**9 (1)** If a pension partner owner of a life income fund dies, the life income fund issuer must pay, by way of a lump sum payment, the money in the life income fund,
(a) to the pension partner owner's designated beneficiary, or
(b) if there is no living designated beneficiary, to the personal representative of the pension partner owner's estate.

**(2)** A payment under subsection (1) must be made within 60 days after the delivery to the issuer of the documents required to effect the payment.

**Part 4 - Withdrawal, Commutation and Surrender**

**YMPE based lump sum payment**

**10** The life income fund issuer will, on application, provide to the owner of the life income fund the lump sum amount referred to in section 71(2) of the Act if, at the time of the application,
(a) the balance of the life income fund does not exceed 20% of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan for the calendar year in which the application is made, or
(b) the owner is at least 65 years of age and the balance of the life income fund does not exceed 40% of the YMPE for the calendar year in which the application is made.

**Splitting of contract**

**11** If this life income fund is not eligible for a lump sum payment option referred to in section 10, assets in the life income fund must not be divided and transferred to 2 or more, life income funds, pension plans or annuities or any combination of them if that transfer would make any one or more of those vehicles eligible for a lump sum payment under section 71(1) or (2) of the Act.

**Shortened life payments**

**12** On application by the owner of this life income fund referred to in section 71(4)(a) of the Act, the life income fund issuer will pay, to the owner, a payment, or series of payments for a fixed term, of all or part of the assets held in the life income fund if
(a) a medical practitioner certifies that the owner has a disability or illness that is terminal or to likely shorten the owner's life considerably, and
(b) at the time of the application, if the owner is a member owner and has a pension partner, a waiver in Form 13 signed by the pension partner has been provided to the life income fund issuer.

**Non residency for tax purposes**

**13** The life income fund issuer will, on application, provide to the owner of the life income fund the lump sum amount referred to in section 71(4)(b) of the Act if,
(a) the owner includes in the application written evidence that the Canada Revenue Agency has confirmed that the owner is a non resident for the purposes of the *Income Tax Act* (Canada), or
(b) at the time of the application, if the owner is a member owner and has a pension partner, a waiver in Form 13 signed by the pension partner has been provided to the life income fund issuer.

**Financial hardship**

**14** The life income fund issuer will, on application made in accordance with section 140(3) of the Regulation, provide to the owner of the life income fund a lump sum amount, up to the amount prescribed under section 140(5) of the Regulation, if, at the time of the application, the owner meets the requirements of the financial hardship exception set out in section 140(4) of the Regulation.

Schedule 2 – Employment Pension Plans Regulation
Revised: Sept. 1, 2014

## British Columbia Life Income Fund Account Addendum (Schedule 2 - *Section 116*)

**PART 1 - DEFINITIONS AND INTERPRETATION**

1. (1) Subject to subsection (3), the following terms, used in this addendum, have the meanings given to them below, except where the context otherwise requires:
"Act" means the Pension Benefits Standards Act, S.B.C. 2012, c. 30;
"annuity" means a non-commutable life annuity contract that is issued or issuable by an insurance company to provide, on a deferred or immediate basis, a series of periodic payments for the life of the annuity holder or for the lives jointly of the annuity holder and the annuity holder's spouse;
"designated beneficiary" has the same meaning as in the Wills, Estates and Succession Act;
"life income fund issuer" means the issuer of this life income fund;
"life income fund maximum amount", in relation to the income that may be paid out of a life income fund to an owner in a calendar year, means the greatest of
(a) the investment returns for the most recently completed calendar year for the owner's life income fund,
(b) the minimum amount of income that, under the Income Tax Act (Canada) or the Income Tax Regulations (Canada), is required to be paid out of the owner's life income fund that year, and
(c) the amount determined by dividing the life income fund balance by the withdrawal factor where
"CANSIM rate", in relation to a period of not more than 12 months for which interest is payable, means the rate of interest on long-term bonds issued by the government of Canada for the month of November preceding the calendar year in relation to which the withdrawal factor is being calculated, determined by reference to the Canadian Socio-Economic Information Management System (CANSIM) Series VI22487 compiled by Statistics Canada and available on the website maintained by the Bank of Canada;
"life income fund balance", in relation to a life income fund, means
(a) in the calendar year in which the fund is established, the balance of the owner's life income fund as at the date on which the fund is established, and
(b) in every subsequent calendar year, the balance of the owner's life income fund as at January 1 of the calendar year in which the calculation is made;
"withdrawal factor" means the actuarial present value on January 1 of the calendar year in which the calculation is made of an annuity of $1, payable at the beginning of each calendar year between that date and December 31 of the calendar year during which the owner reaches the age of 90 years, and calculated by using
(a) for the first 15 calendar years in relation to which the actuarial present value is determined, the greater of the following:
(i) 6% per year;
(ii) the CANSIM rate, and
(b) for each calendar year after the first 15 calendar years, 6% per year;
"locked-in money" means
(a) money the withdrawal, surrender or receipt of which is restricted under section 68 of the Act,
(b) money to which paragraph (a) applies that has been transferred out of a pension plan
(i) to one or more locked-in retirement accounts or life income funds, and any interest on that money, or
(ii) to an insurance company to purchase an annuity that is permitted under the Act,
(c) money in a locked-in retirement account that was deposited into the locked-in retirement account under section 105 (1) of the Regulation or paid to the locked-in retirement account issuer under section 105 (2) or (3) (b) of the Regulation, and
(d) money in a life income fund that was deposited into the life income fund under section 124 (1) of the Regulation or paid to the life income fund issuer under section 124 (2) or (3) (b) of the Regulation;
"member owner" means the owner of this life income fund if
(a) the owner was a member of a pension plan, and
(b) this life income fund contains locked-in money from that plan;
"owner", in relation to this life income fund, means
(a) the member owner of this life income fund, or
(b) the spouse owner of this life income fund;
"Regulation" means the Pension Benefits Standards Regulation enacted under the Pension Benefits Standards Act, S.B.C. 2012, c. 30;
"spouse" means a person who is a spouse within the meaning of subsection (2);
"spouse owner" means the owner of this life income fund if this life income fund contains locked-in money from a pension plan and the owner is
(a) the spouse or former spouse of a member of the pension plan or member owner whose entitlement to the locked-in money in this life income fund arose by virtue of a breakdown of the marriage or marriage-like relationship between the owner and the member or member owner, or
(b) the surviving spouse of a deceased member of the pension plan or member owner whose entitlement to the locked-in money in this life income fund arose by virtue of the death of the member or member owner;
"this life income fund" means the life income fund to which this addendum applies.

(2) Persons are spouses for the purposes of this addendum on any date on which one of the following applies:
(a) they
(i) are married to each other, and
(ii) have not been living separate and apart from each other for a continuous period longer than 2 years;
(b) they have been living with each other in a marriage-like relationship for a period of at least 2 years immediately preceding the date.

(3) Terms used in this addendum that are not defined in subsection (1) but are defined in the Act or the Regulation have the meanings given to them in the Act or the Regulation.

**PART 2 - TRANSFERS IN AND TRANSFERS AND PAYMENTS OUT OF LIFE INCOME FUND**

**Limitation on deposits to this life income fund**

2. (1) Subject to subsection (2), the only money that may be deposited in this life income fund is
(a) locked-in money transferred from a pension plan if
(i) this life income fund is owned by a member owner, or
(ii) this life income fund is owned by a spouse owner, or
(b) money deposited by the life income fund issuer under section 124 (1) of the Regulation or paid to the life income fund issuer for deposit to this life income fund under section 124 (2) or (3) (b) of the Regulation.

(2) The life income fund issuer must not accept a transfer of locked-in money to this life income fund unless
(a) a copy of the consent required by section 103 (2) (c) or confirmation required by section 121 (1 ) (b) (ii) of the Regulation has been provided to the issuer, and
(b) if the locked-in money is coming from a pension plan by way of a transfer by a member of the plan or from a locked-in retirement account by way of a transfer by the owner of the account, the member or member owner or spouse owner, within the meaning of paragraph (a) of the definition of "spouse owner", is at least 50 years of age.

(3) For the purpose of subsection (2) (a), the spouse's consent or confirmation is valid for each successive transfer of money in this life income fund to another life income fund or a life income type benefits account in a pension plan.

**Payment of retirement income**

3. (1) The owner of this life income fund must, at the beginning of each calendar year, notify the life income fund issuer in writing of the amount of income that is to be paid out of the life income fund during that year, which amount must accord with subsection (5).

(2) If the owner of this life income fund fails to notify the life income fund issuer in accordance with subsection (1) in any calendar year, the life income fund issuer must, subject to subsection (4), pay to the owner, in that year, the minimum amount of income that, under the Income Tax Act (Canada) or the Income Tax Regulations (Canada), is required to be paid out of the owner's life income fund in that year.

(3) The owner of this life income fund must, at any time that money is transferred to this life income fund, other than from another life income fund or a life income type benefits account in a pension plan, notify the life income fund issuer in writing of the amount of income that is to be paid out of the life income fund during that year, which amount must accord with subsection (5).

(4) The owner of this life income fund may, at any time during a calendar year, change the amount of income that is to be paid out of this life income fund during that year to a different amount that accords with subsection (5).

(5) There must be paid from a life income fund in each calendar year an amount of income that is
(a) not less than the minimum amount of income that, under the Income Tax Act (Canada) or the Income Tax Regulations (Canada), is required to be paid out of the owner's life income fund in that year, and
(b) not more than the life income fund maximum amount applicable to the owner's life income fund

## British Columbia Life Income Fund Account Addendum (Schedule 2 - *Section 116*) (continued)

for that year.

**Limitation on payments and transfers from this life income fund**

4. (1) Money in this life income fund, including investment earnings, is for use in the provision of retirement income.
   (2) Despite subsection (1), money may be paid or transferred from this life income fund in the following circumstances:
      (a) by way of a transfer to another life income fund on the applicable conditions set out in this addendum;
      (b) by way of a transfer to a locked-in retirement account;
      (c) by way of a transfer to an insurance company to purchase an annuity in accordance with section 7;
      (d) by way of a transfer to a pension plan if the plan text document of the plan allows the transfer;
      (e) in accordance with Part 4 of this addendum.
   (3) Without limiting subsections (1) and (2) of this section and in accordance with section 70 of the Act, money in this life income fund must not be assigned, charged, alienated or anticipated and is exempt from execution, seizure or attachment.
   (4) The life income fund issuer must comply with any applicable requirements of the Act and the Regulation before allowing a payment or transfer of any of the money in this life income fund.

**General liability for improper payments or transfers**

5. If the life income fund issuer pays or transfers money from this life income fund contrary to the Act or the Regulation,
   (a) subject to paragraph (b), the life income fund issuer must,
      (i) if less than all of the money in this life income fund is improperly paid or transferred, deposit into this life income fund an amount of money equal to the amount of money that was improperly paid or transferred, or
      (ii) if all of the money in this life income fund is improperly paid or transferred, establish a new life income fund for the owner and deposit into that new life income fund an amount of money equal to the amount of money that was improperly paid or transferred, or
   (b) if
      (i) the money is transferred out of this life income fund to an issuer (the "transferee issuer") that is authorized under the Regulation to issue life income funds,
      (ii) the transfer is contrary to the Act or the Regulation in that the life income fund issuer failed to advise the transferee issuer that the money is locked-in money, and
      (iii) the life income fund issuer deals with the money in a manner that is contrary to the manner in which locked-in money must be dealt with under the Act or the Regulation,

   the life income fund issuer must pay to the transferee issuer, in accordance with the requirements of the Act and the Regulation relating to transfers of locked-in money, an amount equal to the amount dealt with in the manner referred to in subparagraph (iii).

**Remittance of securities**

6. (l) If this life income fund holds identifiable and transferable securities, the transfers referred to in this Part may, unless otherwise stipulated in the contract to which this is an addendum, be made, at the option of the life income fund issuer and with the consent of the owner, by the transfer of those securities.
   (2) There may be transferred to this life income fund identifiable and transferable securities, unless otherwise stipulated in the contract to which this is an addendum, if that transfer is approved by the life income fund issuer and consented to by the owner.

**Retirement income from annuity**

7. (1) The money in this life income fund must not be transferred to an insurance company to purchase an annuity unless
      (a) payments under the annuity do not begin until the member owner or spouse owner, within the meaning of paragraph (a) of the definition of "spouse owner", as the case may be, has reached 50 years of age,
      (b) payments under the annuity begin on or before the last date on which a person is allowed under the Income Tax Act (Canada) to begin receiving a pension from a registered pension plan,
      (c) there is no differentiation among the annuitants on the basis of gender, and
      (d) if the owner is a member owner who has a spouse,
         (i) the annuity is in the form of a joint and survivor pension referred to in section 80 (2) of the Act, or
         (ii) one of the following has been provided to the life income fund issuer:
            (A) a waiver in Form 2 of Schedule 3 of the Regulation signed by the spouse in the presence of a witness and outside the presence of the member not more than 90 days before the date that payments are to begin;
            (B) confirmation, in a form and manner satisfactory to the life income fund issuer, that section 145 of the Family Law Act applies.
   (2) A transfer under subsection (1) must be made within 60 days after the receipt by the life income fund issuer of all records that are necessary for the issuer to make the transfer.

**PART 3 - DEATH OF OWNER**

**Payment on death of member owner**

8. (1) Subject to subsection (2), if this life income fund is owned by a member owner who has died and he or she is survived by a spouse, the life income fund issuer must pay the money in this life income fund to the surviving spouse.
   (2) If this life income fund is owned by a member owner who has died and
      (a) he or she is not survived by a spouse, or
      (b) he or she is survived by a spouse and one of the following has been provided to the life income fund issuer:
         (i) a waiver in Form 4 of Schedule 3 of the Regulation signed by the spouse before the member owner's death in the presence of a witness and outside the presence of the member owner;
         (ii) confirmation, in a form and manner satisfactory to the life income fund issuer, that section 145 of the Family Law Act applies,

   the life income fund issuer must pay the money in this life income fund to the member owner's designated beneficiary or, if there is no living designated beneficiary, to the personal representative of the member owner's estate.
   (3) A payment under subsection (1) or (2) must be made within 60 days after the receipt by the life income fund issuer of all records that are necessary for the issuer to make the payment.

**Payment on death of spouse owner**

9. (1) If this life income fund is owned by a spouse owner who has died, the life income fund issuer must pay the money in this life income fund to the spouse owner's designated beneficiary, or, if there is no living designated beneficiary, to the personal representative of the spouse owner's estate.
   (2) A payment under subsection (1) must be made within 60 days after the receipt by the life income fund issuer of all records that are necessary for the issuer to make the payment.

**PART 4 - APPLICATIONS TO UNLOCK ALL OR PART OF LIFE INCOME FUND**

**Lump-sum payment of small account balance**

10. (1) On application by the owner of this life income fund, the life income fund issuer will pay to the owner the lump-sum amount referred to in section 69 (2) of the Act and section 126 of the Regulation if, on the date of the application,
      (a) the balance of this life income fund does not exceed 20% of the Year's Maximum Pensionable Earnings (YMPE) under the Canada Pension Plan for the calendar year in which the application is made, or
      (b) the owner is at least 65 years of age and the balance of this life income fund does not exceed 40% of the YMPE for the calendar year in which the application is made.
   (2) A payment under subsection (1) must be made within 60 days after the receipt by the life income fund issuer of all records that are necessary for the issuer to make the payment.

**No splitting of contract**

11. If this life income fund is not eligible for the lump-sum payment option referred to in section 10 of this addendum, the money in this life income fund must not be divided and transferred to 2 or more locked-in retirement accounts, life income funds, pension plans or annuities or any combination of them if that transfer would make the money in anyone or more of them eligible for a lump-sum payment option under section 10 of this addendum or section 69 (1) or (2) of the Act.

**Shortened life**

12. (1) On application by the owner of this life income fund, the life income fund issuer will pay to the owner the payment, or series of payments for a fixed term, referred to in section 69 (4) (a) of the Act of all or part of the money held in this life income fund if
      (a) a medical practitioner certifies that the owner has an illness or a disability that is terminal or likely to shorten the owner's life considerably, and
      (b) this life income fund is owned by a member owner and the member owner does not have a spouse, or, if the member owner does have a spouse, one of the following has been provided to the life income fund issuer:
         (i) a waiver in Form 1 of Schedule 3 of the Regulation signed by the spouse in the presence of a witness and outside the presence of the member owner not more than 90 days before the date of the withdrawal;
         (ii) confirmation, in a form and manner satisfactory to the life income fund issuer, that section 145 of the Family Law Act applies.
   (2) A payment under subsection (1) must be made, or a series of payments under subsection (1) must begin, within 60 days after the receipt by the life income fund issuer of all records that are necessary for the issuer to make the payment or begin the series of payments.

**Non-residency for tax purposes**

13. (1) On application by the owner of this life income fund, the life income fund issuer will pay to the owner the lump-sum amount referred to in section 69 (4) (b) of the Act and section 128 of the Regulation if
      (a) the owner includes in the application
         (i) a statement signed by the owner that the owner has been absent from Canada for 2 or more years, and
         (ii) written evidence that the Canada Revenue Agency has confirmed that the owner is a non-resident for the purposes of the Income Tax Act (Canada), and
      (b) this life income fund is owned by a member owner and the member owner does not have a spouse, or, if the member owner does have a spouse, one of the following has been provided to the life income fund issuer:
         (i) a waiver in Form 1 of Schedule 3 of the Regulation signed by the spouse in the presence of a witness and outside the presence of the member owner not more than 90 days before the date of the withdrawal;
         (ii) confirmation, in a form and manner satisfactory to the life income fund issuer, that section 145 of the Family Law Act applies.
   (2) A payment under subsection (l) must be made within 60 days after the receipt by the life income fund issuer of all records that are necessary for the issuer to make the payment.

**Financial hardship**

14. (1) On application by the owner of this life income fund in accordance with section 129 of the Regulation, the life income fund issuer will pay to the owner the lump-sum amount referred to in section 69 (4) (c) of the Act, up to the amount prescribed under section 129 (5) of the Regulation, if
      (a) the owner meets the requirements of the financial hardship exception set out in section 129 (4) of the Regulation, and
      (b) this life income fund is owned by a member owner and the member owner does not have a spouse, or, if the member owner does have a spouse, one of the following has been provided to the life income fund issuer:
         (i) a waiver in Form 1 of Schedule 3 of the Regulation signed by the spouse in the presence of a witness and outside the presence of the member owner not more than 90 days before the date of the withdrawal;
         (ii) confirmation, in a form and manner satisfactory to the life income fund issuer, that section 145 of the Family Law Act applies.
   (2) A payment under subsection (1) must be made within 60 days after the receipt by the life income fund issuer of all records that are necessary for the issuer to make the payment.

Revised: Sept. 30, 2015

## Manitoba Life Income Fund (LIF) Addendum To RRIF Contract

SCHEDULE 2 to Division 2

THIS IS AN ADDENDUM TO A RRIF CONTRACT BETWEEN:

_____
(the "Owner")

AND

B2B Trustco
(the "Issuer")

**IMPORTANT NOTES:**

- A life income fund (LIF) is a registered retirement income fund (RRIF) to which the additional terms and conditions in this addendum apply. Together, this addendum and the RRIF contract to which it is attached form your LIF contract.
- The money in your LIF is locked-in, and may be used only to provide you with retirement income. As owner, you may set your annual income from the LIF, but it cannot be less than the minimum required by the *Income Tax Act* (Canada), and it cannot be more than the maximum determined by a formula in this addendum.
- This addendum is prescribed by the *Pension Benefits Regulation*, a regulation under *The Pension Benefits Act* of Manitoba. It is subject to the provisions of the Act and the regulation that apply to LIFs (the "legislation").
  - If the legislation conflicts with a provision of this addendum, the legislation overrides that provision.
  - If this addendum conflicts with a provision of the RRIF contract, the addendum overrides that provision.
  - The legislation has provisions relating to LIFs that are not set out in this addendum.

I, the Owner, certify that:

☐ A The following statements apply to me:
- While in Manitoba, I ceased to be an active member of a pension plan or member of a pooled registered pension plan.
- Some or all of the amount transferred or to be transferred to this LIF is attributable, directly or indirectly, to a pension benefit credit that I earned as a member of a pension plan or to funds in a PRPP account that I earned as a member of a pooled registered pension plan.

☐ B Some or all of the amount transferred or to be transferred to this LIF is attributable, directly or indirectly, to a pension benefit credit or funds in a PRPP account that my current or former spouse or common-law partner earned as a member of a pension plan or a member of a pooled registered pension plan.

*Check box A OR box B above, whichever applies to you. If you checked box A, you must also check box C OR box D below, whichever applies to you.*

☐ C I have no spouse or common-law partner.

☐ D My spouse or common-law partner is identified in the RRIF contract to which this addendum is attached.

### GENERAL PROVISIONS

**Interpretation**

1(1) The following definitions apply in this addendum, except where the context otherwise requires.
"**Act**" means *The Pension Benefits Act* of Manitoba, as from time to time amended. (« Loi »)
"**Issuer**" means the financial institution named on the first page of this addendum as the Issuer. (« émetteur »)
"**legislation**" means the Act and the regulation. (« mesures législatives »)
"**LIF**" means the life income fund established by the Issuer for your benefit under this contract. (« FRV »)
"**pooled registered pension plan**" means a pooled registered pension plan as defined in *The Pooled Registered Pension Plans (Manitoba) Act*. (« régime de pension agréé collectif » ou « RPAC »)
"**PRPP account**" means a PRPP account as defined in *The Pooled Registered Pension Plans (Manitoba) Act*. (« compte d'un participant » ou « compte RPAC »)
"**regulation**" the *Pension Benefits Regulation*, as from time to time amended. (« règlement »)
"**RRIF contract**" means the RRIF contract to which this addendum is attached. (« contrat de FERR »)
"**transfer**" does not include payments to you as income under the LIF. (« transfert »)
"**you**" means the individual named on the first page of this addendum as the Owner. (« vous »)

1(2) This addendum uses other terms that are defined in the legislation. They have the same meaning here as in the legislation.

1(3) Unless the context otherwise requires, a reference in this addendum to a page or provision is a reference to that page or provision of this addendum.

1(4) You are
(a) a "**member-owner**", if you checked Box A on page 1; or
(b) a "**non-member owner**", if you checked Box B on page 1.

**When addendum takes effect**

2(1) Subject to subsection (2), this addendum takes effect
(a) when the RRIF contract is signed by you and the Issuer, if the addendum is completed and attached to the contract at the time of signing; or
(b) when the addendum is completed and attached to the contract with your written authorization, if it is attached to the contract after the contract is signed.

2(2) If you are a member-owner with a spouse or common-law partner, this addendum does not take effect, and no money may be transferred to your LIF, until the Issuer receives a copy of a joint pension waiver signed by your spouse or common-law partner.

**Manitoba locked-in money**

3(1) Only Manitoba locked-in money may be transferred to or held in your LIF.

3(2) Money may be transferred or withdrawn from your LIF only as required or permitted by this addendum or the legislation.

3(3) You may not assign this LIF or any of your rights under this contract to any person, except as required or permitted by this addendum or the legislation.

**Protection of retirement income**

4 No money or investments in this LIF can be seized, attached or otherwise taken by any creditor, except
(a) to enforce a maintenance order against you; or
(b) if you are a member-owner with a spouse or common-law partner, to enforce a division of your pension benefit credit on a breakdown of your relationship.

**LIF to be registered and administered as a RRIF**

5(1) The Issuer must register this LIF as a RRIF, and must ensure that it continues to qualify for registration as a RRIF.

5(2) Money in this LIF is to be invested in accordance with the investment rules applicable to RRIFs and in accordance with the regulation.

**Issuer is and will remain registered**

6 The Issuer
(a) warrants that it is registered, as required by the regulation, in relation to LIF contracts; and
(b) agrees to take all reasonable steps to ensure that it will remain registered for the duration of this contract.

**Fiscal year**

7 The fiscal year for this LIF is the calendar year.

**Annual statement**

8 Within 60 days after the beginning of each year, the Issuer must provide you with a statement that contains the following information:
(a) the amounts of any transfers to, or transfers from, the LIF during the previous year;
(b) the income and gains, net of losses, earned by the LIF during the previous year;
(c) the amounts paid to you out of the LIF in the previous year;
(d) the amount and nature of any fees charged to the LIF during the previous year;
(e) the LIF account balances at the beginning and at the end of the previous year;
(f) the minimum amount that must be paid to you out of the LIF during the current year;
(g) the maximum amount that may be paid to you out of the LIF during the current year, which is determined according to sections 18.2 or 18.3;
(h) instructions for you to notify the Issuer about how much to pay you out of the LIF during the current year, and when to pay it.

**Statement before and after transfer**

9(1) If an amount has been transferred from the LIF, or becomes transferable as of a specified date, the Issuer must prepare a statement showing the LIF account balance as of the date of the transfer or the specified date.

9(2) The Issuer must provide the statement
(a) to you, if you are transferring the amount to another vehicle;
(b) to you and your spouse or common-law partner (or former spouse or common-law partner), if the transfer is being made to effect a division of your pension benefit credit because of a breakdown in your relationship; or
(c) to the person entitled to the death benefit under the LIF (your surviving spouse or common-law partner, your designated beneficiary or your estate, as the case may be), if the transfer is made because of your death.

### LIF TRANSFERS

**Permitted transfers to LIF**

10 An amount may be transferred to this LIF only from
(a) a pension plan under one of the following provisions of the Act:
(i) if you are a member-owner, subsection 21(13.1) (transfer to LIF after ceasing active membership), or
(ii) if you are a non-member-owner, subsection 21(26.2) (transfer by surviving spouse or common-law partner on pre-retirement death) or clause 31(4)(b) (transfer by person entitled to division of pension benefit credit);
(b) another LIF or a LIRA to which no amount has been transferred or contributed other than Manitoba locked-in money;
(c) a VB account;
(d) an RRSP to which no amount has been transferred or contributed other than Manitoba locked-in money; or
(e) a pooled registered pension plan.

**Permitted transfers to other vehicle**

11 An amount may be transferred from this LIF only to
(a) another LIF;
(b) a pension plan;
(c) a VB account;
(d) a LIRA;
(e) a prescribed RRIF;
(f) an insurer to purchase a life annuity contract; or
(g) a pooled registered pension plan.

**Restriction against splitting LIF**

12 You may not transfer an amount from this LIF if, as a result of the transfer, the amount transferred or the amount remaining in the LIF would be eligible for withdrawal under Division 6 of Part 10 (commutation of small pension and withdrawals of small LIRAs and LIFs).

**Issuer's duties when transferring to another vehicle**

13(1) Before transferring an amount from the LIF to another vehicle, the Issuer must
(a) be satisfied that
(i) in the case of a transfer to a LIRA or another LIF, the issuer of the LIRA or LIF is registered with the Superintendent of Pensions as an issuer of that type of vehicle,
(ii) in the case of a transfer to a pension plan or pooled registered pension plan, the transfer is permitted by the terms of the plan, or
(iii) in the case of a transfer to an insurer, the transferred amount will be used only to purchase a life annuity contract;
(b) advise the issuer or administrator of the other vehicle that the amount being transferred is Manitoba locked-in money,
(c) be satisfied that the issuer has ascertained that receiving financial institution, pension plan administrator or pooled registered pension plan administrator will treat the money as Manitoba locked-in money,
(d) if you are a member-owner with a spouse or common-law partner, provide to the issuer or administrator of the other vehicle a copy of any consent or waiver provided by your spouse or common-law partner in relation to the LIF;
(e) if you have previously made a one-time transfer under section 21.4 of the Act or Division 4 of Part 10 of the regulation, provide to the issuer or administrator of the other vehicle a copy of any statement from the Superintendent of Pensions received by the Issuer in relation to that transfer; and
(f) provide you with the statement required by section 9 (statement before and after transfer).

13(2) When transferring an amount from the LIF to another vehicle as permitted by section 11, the Issuer must comply with the applicable provisions of the legislation and the *Income Tax Act* (Canada).

**Liability for failure to comply**

14 If the Issuer transfers an amount out of the LIF in contravention of the legislation or this addendum, the Issuer may be required by the legislation to provide, or fund the provision of, benefits that could have been provided under the LIF if the transfer had not occurred.

**Transfer of securities**

15 When an amount is to be transferred from the LIF to the issuer or administrator of another vehicle, the Issuer may, with your consent, effect the transfer by transferring transferable securities held by the LIF.

### YOUR INCOME FROM THE LIF

**When do your income payments begin?**

## Manitoba Life Income Fund (LIF) Addendum To RRIF Contract (continued)

16 The Issuer must begin making payments to you out of the LIF no later than December 31 of the year following the year in which the LIF was established.

**You set your annual income from the LIF**

17(1) Within 60 days after the beginning of each year, you will receive the annual statement described in section 8. Within 60 days after receiving that statement, you must notify the Issuer in writing of the total amount to be paid to you out of the LIF for the year.

17(2) If the Issuer guarantees a rate of return for the LIF for a period longer than a year, your notice for the first year of the period must specify the total amount to be paid in each year that ends at or before the end of the period for which the rate of return is guaranteed.

17(3) The amount that you set as your income from the LIF for the year must be

(a) not less than the minimum amount that the *Income Tax Act* (Canada) requires you to be paid; and

(b) subject to that minimum, not more than the maximum amount determined for the year under section 18.

Subject to those minimum and maximum amounts (which will be set out in your latest annual statement), you may revise the amount at any time during the year by written notice to the Issuer.

17(4) If you fail to specify the amount to be paid for the year, the Issuer will pay you the minimum amount before the end of the year.

17(5) In the first year of this contract, you are not required to receive a minimum amount unless the amount transferred to this contract was transferred from another LIF. In that case, in the year of the transfer you will continue to be paid amounts that you were being paid for that year under the other LIF.

**Your maximum annual income from the LIF**

18(1) Subsection (2) applies when the rate of return for the LIF is not guaranteed beyond the end of the year. If the LIF's rate of return is guaranteed for a multi-year period, subsection (2) applies to the first year of the period, and subsection (3) applies to each year of the period after the first year.

18(2) The total of the amounts to be paid to you out of the LIF for a fiscal year must not exceed the amount determined by clause (a) or the amount determined by (b), whichever is greater:

(a) the amount determined by the following formula:

Maximum amount = F × (B + T)

In this formula,

F is the factor (from the table at the end of this addendum) that corresponds to the reference rate for the year and your age at the end of the immediately preceding year,

B is the balance of the LIF at the beginning of the year,

T is the total of all amounts transferred to the LIF in the year, other than amounts transferred directly or indirectly from another LIF, a PRPP account or a VB account;

(b) the total of

(i) the income and gains, net of losses, earned in the LIF in the immediately preceding year, and

(ii) 6% of all amounts transferred to the LIF during the current year, other than amounts transferred directly or indirectly from another LIF, a PRPP account or a VB account.

18(3) The total of the amounts to be paid to you out of the LIF for the second or subsequent fiscal year of a multi-year period for which the LIF's rate of return is guaranteed must not exceed the maximum determined by the following formula:

Maximum amount = $M \times B_1/B_2$

In this formula,

M is the maximum amount payable to you for the first year of the multi-year period (which is determined under subsection 18(2);

$B_1$ is the LIF balance at the beginning of year;

$B_2$ is the reference balance as at the beginning of the year, calculated as

(a) the reference balance as at the beginning of the previous year, minus M, plus

(b) the amount determined under clause (a) multiplied by the reference rate for the year, if it is one of the first 16 fiscal years of the LIF, or by 6% in any other case.

For the purpose of clause (a), in determining the maximum payable in the second year of the multi-year period, the reference balance as at the beginning of the previous year is the LIF balance at the beginning of the period.

18(4) If the maximum determined under subsection (2) or (3) is less than the minimum amount that the *Income Tax Act* (Canada) requires you to receive from the LIF, you must be paid the minimum.

18(5) For the purpose of subsections (2) and (3), "**reference rate**" for a year means the greater of 6% and the percentage determined for the year by

(a) adding 0.5% to the average yield as at November 30 of the immediately preceding year, as published by the Bank of Canada in the *Bank of Canada Review* and expressed as a percentage, for Government of Canada long-term bonds identified as CANSIM Series V 122487; and

(b) converting the rate determined under clause (a), based on semi-annual compounding of interest, to an effective annual rate of interest, and rounding it to the nearest multiple of 0.5%.

### DEATH OF OWNER

**Death benefit**

19(1) Upon your death, the balance in the LIF is payable as a death benefit to the person entitled to it under this section.

19(2) The death benefit is payable to your surviving spouse or common-law partner if

(a) you are a member-owner;

(b) immediately before your death, you and your spouse or common-law partner were not living separate and apart from each other by reason of a breakdown in your relationship; and

(c) the Issuer has not received a death benefit waiver signed the spouse or common-law partner that has not been revoked.

19(3) For the purpose of clause (2)(c), "**death benefit waiver**" includes the following:

(a) a waiver under section 20;

(b) a waiver under subsection 21(26.3) of the Act in respect of a pension benefit credit to which the balance in this LIF is directly or indirectly attributable; and

(c) a waiver under section 10.25 of Division 2 of Part 10 of the regulation in respect of a LIRA to which the balance in this LIF is directly or indirectly attributable.

19(4) If the death benefit is not payable to your surviving spouse or common-law partner, it is payable to your designated beneficiary or, if you have not designated a beneficiary, to your estate.

19(5) Within 90 days after receiving the necessary documentation, the Issuer must pay the death benefit as a lump sum to the person entitled to it. But, if that person is your spouse or common-law partner, he or she may, subject to the *Income Tax Act* (Canada), direct the Issuer to transfer it directly to an RRSP or RRIF, and the Issuer must transfer it accordingly.

**Death benefit waiver**

20(1) Your spouse or common-law partner may, before or after your death, waive his or her entitlement or potential entitlement to the death benefit in accordance with section 10.41 of Division 2 of Part 10 of the regulation (death benefit under LIF). Upon request by you or your spouse or common-law partner, the Issuer must provide the information and form required for the waiver.

20(2) A death benefit waiver may be revoked by you and your spouse or common-law partner by signing a joint revocation of that waiver and filing it with the Issuer.

### LUMP SUM WITHDRAWALS

**Overview — when you may withdraw balance**

21(1) Under the regulation, you might be entitled to withdraw the balance of your LIF in the following circumstances:

(a) you are a non-resident of Canada for the purposes of the *Income Tax Act* (Canada) and have had that status for at least two years (*see Division 5 of Part 10 of the regulation*);

(b) the total of the Manitoba locked-in money in all your LIFs and LIRAs, plus interest at the prescribed rate to the end of the year in which you turn 65, is less than 40% of the YMPE for the year in which you apply for the withdrawal (*see Division 6 of Part 10 of the regulation*);

(c) you have a shortened life expectancy of less than two years (*see Division 7 of Part 10 of the regulation*);

(d) you are 55 or older and you make a request for a once in a lifetime withdrawal of up to 50% of the balance in your LIFs and pension plan, if the plan permits (*see Division 4 of Part 10 of the regulation*).

21(2) If any of these circumstances apply to you, you may request the Issuer to provide the information and forms necessary for you to apply for a withdrawal. Subject to the regulation, the Issuer must provide you with the relevant information and forms.

May 25, 2020

## Manitoba Life Income Fund (LIF) Addendum To RRIF Contract (continued)

**Schedule To LIF Addendum**

This table is used to determine the factor (F) in the formula in subsection 18(2).
The column heading is the "reference rate" as defined in subsection 18(5).

| Age | 6.00% | 6.50% | 7.00% | 7.50% | 8.00% | 8.50% | 9.00% | 9.50% | 10.00% | 10.50% | 11.00% | 11.50% | 12.00% | 12.50% | 13.00% | 13.50% |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| under 55 | 0.061 | 0.063 | 0.066 | 0.069 | 0.072 | 0.075 | 0.078 | 0.081 | 0.084 | 0.087 | 0.090 | 0.093 | 0.097 | 0.100 | 0.103 | 0.107 |
| 55 | 0.064 | 0.067 | 0.070 | 0.073 | 0.076 | 0.079 | 0.082 | 0.085 | 0.088 | 0.091 | 0.094 | 0.097 | 0.101 | 0.104 | 0.107 | 0.111 |
| 56 | 0.065 | 0.067 | 0.070 | 0.073 | 0.076 | 0.079 | 0.082 | 0.085 | 0.088 | 0.091 | 0.095 | 0.098 | 0.101 | 0.104 | 0.108 | 0.111 |
| 57 | 0.065 | 0.068 | 0.071 | 0.074 | 0.077 | 0.080 | 0.083 | 0.086 | 0.089 | 0.092 | 0.095 | 0.098 | 0.102 | 0.105 | 0.108 | 0.112 |
| 58 | 0.066 | 0.069 | 0.071 | 0.074 | 0.077 | 0.080 | 0.083 | 0.086 | 0.090 | 0.093 | 0.096 | 0.099 | 0.102 | 0.106 | 0.109 | 0.112 |
| 59 | 0.067 | 0.069 | 0.072 | 0.075 | 0.078 | 0.081 | 0.084 | 0.087 | 0.090 | 0.093 | 0.097 | 0.100 | 0.103 | 0.106 | 0.110 | 0.113 |
| 60 | 0.067 | 0.070 | 0.073 | 0.076 | 0.079 | 0.082 | 0.085 | 0.088 | 0.091 | 0.094 | 0.097 | 0.101 | 0.104 | 0.107 | 0.110 | 0.114 |
| 61 | 0.068 | 0.071 | 0.074 | 0.077 | 0.079 | 0.082 | 0.086 | 0.089 | 0.092 | 0.095 | 0.098 | 0.101 | 0.105 | 0.108 | 0.111 | 0.115 |
| 62 | 0.069 | 0.072 | 0.074 | 0.077 | 0.080 | 0.083 | 0.086 | 0.089 | 0.093 | 0.096 | 0.099 | 0.102 | 0.105 | 0.109 | 0.112 | 0.115 |
| 63 | 0.070 | 0.073 | 0.075 | 0.078 | 0.081 | 0.084 | 0.087 | 0.090 | 0.094 | 0.097 | 0.100 | 0.103 | 0.106 | 0.110 | 0.113 | 0.116 |
| 64 | 0.071 | 0.074 | 0.076 | 0.079 | 0.082 | 0.085 | 0.088 | 0.091 | 0.095 | 0.098 | 0.101 | 0.104 | 0.107 | 0.111 | 0.114 | 0.117 |
| 65 | 0.072 | 0.075 | 0.077 | 0.080 | 0.083 | 0.086 | 0.089 | 0.093 | 0.096 | 0.099 | 0.102 | 0.105 | 0.108 | 0.112 | 0.115 | 0.118 |
| 66 | 0.073 | 0.076 | 0.079 | 0.082 | 0.085 | 0.088 | 0.091 | 0.094 | 0.097 | 0.100 | 0.103 | 0.106 | 0.110 | 0.113 | 0.116 | 0.119 |
| 67 | 0.074 | 0.077 | 0.080 | 0.083 | 0.086 | 0.089 | 0.092 | 0.095 | 0.098 | 0.101 | 0.104 | 0.108 | 0.111 | 0.114 | 0.117 | 0.121 |
| 68 | 0.076 | 0.078 | 0.081 | 0.084 | 0.087 | 0.090 | 0.093 | 0.096 | 0.100 | 0.103 | 0.106 | 0.109 | 0.112 | 0.115 | 0.119 | 0.122 |
| 69 | 0.077 | 0.080 | 0.083 | 0.086 | 0.089 | 0.092 | 0.095 | 0.098 | 0.101 | 0.104 | 0.107 | 0.111 | 0.114 | 0.117 | 0.120 | 0.123 |
| 70 | 0.079 | 0.082 | 0.085 | 0.088 | 0.091 | 0.094 | 0.097 | 0.100 | 0.103 | 0.106 | 0.109 | 0.112 | 0.115 | 0.119 | 0.122 | 0.125 |
| 71 | 0.081 | 0.084 | 0.087 | 0.089 | 0.092 | 0.095 | 0.098 | 0.102 | 0.105 | 0.108 | 0.111 | 0.114 | 0.117 | 0.120 | 0.123 | 0.127 |
| 72 | 0.083 | 0.086 | 0.089 | 0.092 | 0.095 | 0.098 | 0.101 | 0.104 | 0.107 | 0.110 | 0.113 | 0.116 | 0.119 | 0.122 | 0.125 | 0.129 |
| 73 | 0.085 | 0.088 | 0.091 | 0.094 | 0.097 | 0.100 | 0.103 | 0.106 | 0.109 | 0.112 | 0.115 | 0.118 | 0.121 | 0.124 | 0.127 | 0.131 |
| 74 | 0.088 | 0.091 | 0.094 | 0.097 | 0.099 | 0.102 | 0.105 | 0.108 | 0.111 | 0.114 | 0.117 | 0.120 | 0.124 | 0.127 | 0.130 | 0.133 |
| 75 | 0.091 | 0.094 | 0.097 | 0.100 | 0.102 | 0.105 | 0.108 | 0.111 | 0.114 | 0.117 | 0.120 | 0.123 | 0.126 | 0.129 | 0.132 | 0.135 |
| 76 | 0.094 | 0.097 | 0.100 | 0.103 | 0.106 | 0.109 | 0.112 | 0.114 | 0.117 | 0.120 | 0.123 | 0.126 | 0.129 | 0.132 | 0.135 | 0.138 |
| 77 | 0.098 | 0.101 | 0.104 | 0.107 | 0.110 | 0.112 | 0.115 | 0.118 | 0.121 | 0.124 | 0.127 | 0.130 | 0.133 | 0.136 | 0.139 | 0.142 |
| 78 | 0.103 | 0.106 | 0.109 | 0.111 | 0.114 | 0.117 | 0.120 | 0.123 | 0.126 | 0.128 | 0.131 | 0.134 | 0.137 | 0.140 | 0.143 | 0.146 |
| 79 | 0.108 | 0.111 | 0.114 | 0.117 | 0.119 | 0.122 | 0.125 | 0.128 | 0.131 | 0.134 | 0.137 | 0.139 | 0.142 | 0.145 | 0.148 | 0.151 |
| 80 | 0.115 | 0.117 | 0.120 | 0.123 | 0.125 | 0.128 | 0.131 | 0.133 | 0.136 | 0.139 | 0.142 | 0.144 | 0.147 | 0.150 | 0.153 | 0.155 |
| 81 | 0.121 | 0.124 | 0.127 | 0.129 | 0.132 | 0.135 | 0.137 | 0.140 | 0.143 | 0.145 | 0.148 | 0.151 | 0.153 | 0.156 | 0.159 | 0.161 |
| 82 | 0.129 | 0.132 | 0.134 | 0.137 | 0.139 | 0.142 | 0.145 | 0.147 | 0.150 | 0.153 | 0.155 | 0.158 | 0.161 | 0.163 | 0.166 | 0.169 |
| 83 | 0.138 | 0.140 | 0.143 | 0.146 | 0.148 | 0.151 | 0.154 | 0.156 | 0.159 | 0.161 | 0.164 | 0.167 | 0.169 | 0.172 | 0.175 | 0.177 |
| 84 | 0.148 | 0.151 | 0.153 | 0.156 | 0.159 | 0.161 | 0.164 | 0.167 | 0.169 | 0.172 | 0.174 | 0.177 | 0.180 | 0.182 | 0.185 | 0.187 |
| 85 | 0.160 | 0.163 | 0.165 | 0.168 | 0.171 | 0.173 | 0.176 | 0.179 | 0.181 | 0.184 | 0.187 | 0.189 | 0.192 | 0.194 | 0.197 | 0.200 |
| 86 | 0.173 | 0.176 | 0.179 | 0.182 | 0.184 | 0.187 | 0.190 | 0.193 | 0.195 | 0.198 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 |
| 87 | 0.189 | 0.191 | 0.194 | 0.197 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 |
| 88 or over | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 | 0.200 |

## Newfoundland & Labrador Addendum for Life Income Fund (LIF)

Upon receipt of locked-in pension assets pursuant to the Pension Benefits Act, 1997 (Newfoundland & Labrador), and in accordance with the instructions of the Planholder to transfer the assets to a Newfoundland & Labrador Life Income Fund, the Plan Carrier and Planholder agree that the provisions of this Addendum are appended to and form additional terms of the retirement income fund declaration of trust.

1. **Pension Legislation.** For the purposes of this Addendum, the word "Act" means the Pension Benefits Act, 1997 (Newfoundland & Labrador), the word "Regulations" means the Pension Benefits Act Regulations made under the Act and the word "Directives" means the Directives made under the Act.
2. **Definitions.** All terms in this Addendum which are used in the Act, Regulations or Directives have the same meaning as under the Act, Regulations or Directives. In this Addendum, "Plan" means the above-named retirement income fund, governed by the declaration of trust and the additional terms of this Addendum. "Planholder" means the planholder, accountholder or annuitant under the declaration of trust and application form and includes the "owner" as that term is used in Directive No. 5. "Locked-In Assets" means all the assets in the Plan at any time and includes any interest or other earnings realized or accrued to that time. "Financial institution" means the underwriter, depositary or issuer of a LIF. "Fiscal year" means a fiscal year of the LIF. "LIF" means a registered retirement income fund established in accordance with the Income Tax Act (Canada) that is locked-in in accordance with the Regulations and meets the conditions set out in Directive No. 5, known as Life Income Fund. "Life Annuity Contract" means an arrangement made to purchase, through a person authorized under the laws of Canada or a province to sell annuities as defined in the Income Tax Act (Canada), a non-commutable pension, in accordance with Directive No. 6, that will not commence before that person attains the age of 55 years, or, if that person provides evidence to the satisfaction of the financial institution that the plan or any of the plans from which the money was transferred provided for payment of the pension at an earlier age, that earlier age.
3. **Spouse, Cohabiting Partner and Principal Beneficiary.** The word "Spouse" means a person who:
   (a) is married to the Planholder,
   (b) is married to the Planholder by a marriage that is voidable and has not been voided by a judgment of

## Newfoundland & Labrador Addendum for Life Income Fund (LIF) (continued)

nullity, or

(c) has gone through a form of a marriage with the Planholder, in good faith, that is void and is cohabiting or has cohabited with the Planholder within the preceding year.

The word "Cohabiting Partner" means a person who:

(a) in relation to a Planholder who has a Spouse, is not the Spouse of the Planholder who has cohabited continuously with the Planholder in a conjugal relationship for not less than 3 years, or

(b) in relation to a Planholder who does not have a Spouse, has cohabited continuously with the Planholder in a conjugal relationship for not less than 1 year and is cohabiting or has cohabited with the Planholder within the preceding year.

The word "Principal Beneficiary" means the Spouse of a Planholder or where the Planholder has a Cohabiting Partner, the Planholder's Cohabiting Partner.

Notwithstanding anything to the contrary contained in the Plan, for the purposes of any provision of the Income Tax Act (Canada) respecting registered retirement income funds, "Spouse", "Cohabiting Partner" and "Principal Beneficiary" do not include any person who is not recognized as a spouse or common-law partner under the Income Tax Act (Canada).

4. **Transfers into the Plan.** The only assets that may be transferred into the Plan are assets originating, directly or indirectly, from:
   (a) the pension fund of a registered pension plan that conforms with the Act and the Regulation;
   (b) a Locked-In Retirement Account that conforms with Directive No. 4;
   (c) another Life Income Fund that conforms with Directive No. 5; or
   (d) a Locked-In Retirement Income Fund that conforms with Directive No. 17.

   Any transfer into the Plan must be on a tax-deferred basis under the Income Tax Act (Canada).
5. **Who May be a Planholder – Consent of Principal Beneficiary.** The following persons may become Planholder under a Plan with this Addendum:
   (a) a member or former member of the pension plan who has obtained the written consent of his or her Principal Beneficiary, if any; or
   (b) the Principal Beneficiary or former Principal Beneficiary of a member or former member if the Principal Beneficiary or former Principal Beneficiary is entitled to a pension benefit as a result of the death of the member or former member or as a result of marriage breakdown.
6. **Transfers Out of the Plan.** The Planholder may transfer any or all of the Locked-In Assets:
   (a) to another Life Income Fund that conforms with Directive No. 5;
   (b) to a Locked-in Retirement Income Fund that conforms with Directive No.17;
   (c) in accordance with paragraph 60(l) of the Income Tax Act (Canada), to purchase an immediate life annuity that meets the requirements of the Superintendent); or
   (d) before the December 31st of the year in which the Planholder reaches 71 years of age, to a Locked-In Retirement Account that conforms with Directive No. 4.

   In accordance with paragraphs 146.3(2)(e) and (e.2) of the Income Tax Act (Canada), the Plan Carrier will retain sufficient Locked-In Assets to satisfy the requirement to pay the minimum amount to the Planholder for the year.

   Subject to paragraph 22 of this Addendum, the Plan Carrier agrees to make such a transfer within 30 days after the Planholder requests it.
7. **Investment and Value of Locked-In Assets.** The Locked-In Assets shall be invested and re- invested on the direction of the Planholder as provided in the declaration of trust. The value of the Locked-In Assets at any time will be determined by the Agent's regular reporting practice.
8. **Fiscal Year of Plan.** The fiscal year of the Plan ends on December 31 of each year and must not exceed 12 months.
9. **Payment Out of the Plan.** Payment out of the Plan must not begin before the earlier of age 55 or the earliest date on which the Planholder who is the member could receive a pension benefit under the Act or the originating pension plan from which the Locked-In Assets were transferred. Payment must not begin later than the last day of the second fiscal year.
10. **Amount and Frequency of Payments.** The Planholder must decide the amount to be paid out to the LIF each year, either at the beginning of the fiscal year of the LIF or at another time agreed to by the financial institution and the decision expires at the end of the fiscal year to which it relates. The Planholder must notify the Plan Carrier by instructions of the amount and frequency of the payments for each fiscal year. If the Planholder does not decide the amount to be paid out of the LIF for a year, the minimum amount determined under paragraph 11 of this addendum shall be deemed to be the amount paid. If the Planholder does not give instructions as to the frequency of the payments, the amount will be paid in one payment at the end of the fiscal year.

    The instructions must be given within a reasonable time prior to the beginning of the fiscal year to which they relate, or at another time if the Plan Carrier agrees. With the consent of the Plan Carrier, the Planholder may change the amount and frequency of the payments or request additional payments by instructing the Plan Carrier.

    If the Planholder provided instructions regarding the amount and frequency of payments in a prior year, the Plan Carrier or the Agent may continue to apply these instructions to the payment of future amounts (assuming that these instructions remain acceptable under the applicable legislation and that the Planholder does not provide any new instructions).

    The Planholder must give the Plan Carrier instructions as to which of the Locked-In Assets to sell where required in order to ensure that there is sufficient cash in the Plan to make the payments. If the Plan Carrier does not receive the instructions within a reasonable time before a payment is required, the Plan Carrier may sell any of the Locked-In Assets that the Plan Carrier, in its discretion, considers appropriate to provide the required cash; and the Plan Carrier will not be liable for any loss that may result from this action, including but not limited to investment losses or diminution of the Locked-In Assets, or for any related investment or administration expenses.
11. **Amount of Annual Income.** The amount of income paid out of the Plan during a fiscal year must not be less than the minimum amount prescribed for registered retirement income funds under the Income Tax Act (Canada). The amount of income paid out of the Plan during a fiscal year must not exceed "maximum" being the greater of (i) and (ii) as follows:
    (i) the amount calculated using the following formula C/F

    In which

    C = the value of the Locked-In Assets in the Plan at the beginning of the fiscal year; and

    F = the present value, at the beginning of the fiscal year, of a pension of which the annuity payment is $1 payable at the beginning of each fiscal year between that date and the 31st day of December of the year in which the Planholder reaches 90 years of age, and

    (ii) the amount of the investment earnings, including any unrealized capital gains or losses, of the Plan in the immediately preceding fiscal year.
12. **Value of F.** The value of F in paragraph 11 of this Addendum is calculated as follows:
    (a) the amount F must be established at the beginning of each fiscal year of the Plan using an interest rate of not more than 6%;
    (b) for the 15 years after the date of the valuation, the value of the pension may be determined by using a percentage that is greater than 6%, and less than or equal to the percentage obtained on long-term bonds issued by the Government of Canada for the month of November preceding the date of the valuation, as compiled by Statistics Canada and published in the Bank of Canada Review under identification number V122487 in the CANSIM System.
13. **Additional Temporary Income.** Subject to paragraph 14 of this Addendum, the Planholder is entitled to receive additional temporary income. The application for additional temporary income shall be on a form prescribed by the Superintendent and, where the Planholder is a former member of a pension plan, accompanied by the written consent of the Principal Beneficiary of the former member. The application must be submitted to then Plan Carrier at the beginning of the fiscal year of the Plan, unless otherwise permitted by the Plan Carrier.

    The Planholder may receive additional temporary income where:
    (a) the total pension income received by the Planholder for the calendar year in which the application is made, calculated as "B" under paragraph 14 of this Addendum, is less than 40% of the year's maximum pensionable earnings ("YMPE") under the Canada Pension Plan ("CPP") for the calendar year in which the application is made; and
    (b) the Planholder has not reached his or her 65th birthday at the beginning of the fiscal year in which he or she makes application for additional temporary income.
14. **Amount of Additional Temporary Income.** The amount of the additional temporary income paid out of the Plan in a fiscal year must not exceed the "maximum" in the following formula:

    Maximum Temporary Income = A- B

    in which

    A = 40% of the YMPE under the CPP for the calendar year in which an application is made; and

    B = the total pension income to be received by the Planholder for the calendar year in which the application is made from all LIFs, LRIFs, Life Annuities and pension plans governed by Newfoundland & Labrador pension benefits legislation or established by or governed by an Act of Canada or a Province, except income from a pension under the Canada Pension Plan.
15. **Initial Year.** For the initial year of the Plan, the "maximum" in paragraphs 11 and 14 of this Addendum shall be adjusted in proportion to the number of months in that fiscal year divided by 12, with any part of an incomplete month counting as one month.
16. **Money Paid Out Contrary to the Act or Directives.** If money is paid out contrary to the Act or to Directive No. 5, the financial institution will provide or ensure the provision of a pension benefit equal in value to the pension benefit that would have been provided had the money not been paid out.
17. **Maximum Where Assets Transferred from Another LIF or LRIF.** If a part of the Locked-In Assets at the beginning of a fiscal year corresponds to assets transferred directly or indirectly during the same year from another Life Income Fund or Locked-Retirement Income Fund of the Planholder, the "maximum" in paragraph 11 and 14 of this Addendum shall be deemed to be zero.
18. **Withdrawal Where Shortened Life Expectancy.** The Planholder may withdraw Locked-In Assets as a lump sum or series of payments if a medical practitioner certifies that due to mental or physical disability the life expectancy of the Planholder is likely to be shortened considerably, but where the Planholder is a former member of a pension plan such payment may only be made if the Principal Beneficiary of the former member has waived the joint and survivor pension entitlement in a form and manner provided by the Superintendent.
19. **Withdrawal Where Small Amount.** The Planholder may withdraw all of the Locked-In Assets as a lump sum on application by the Planholder to the Plan Carrier for payment if, at the time the Planholder signs the application:
    (a) the Planholder has reached the earlier of age 55 or the earliest date on which the Planholder would have been entitled to receive a pension benefit under the pension plan from which assets were transferred; and
    (b) the value of all assets in all LIFs, LRIFs and LIRAs owned by him or her and governed by Newfoundland & Labrador pension benefits legislation is less than 40% of the YMPE under the CPP for that calendar year; and
    (c) the Planholder has not, within the same fiscal year, elected to receive additional temporary income under paragraph 14 of this Addendum or, where a part of the LIF corresponds to amounts transferred directly or indirectly from another LIF or LRIF, elected to receive additional temporary income from that LIF or LRIF.

    An application under this paragraph shall be on a form approved by the Superintendent and, where the Planholder is a former member of a pension plan, accompanied by a waiver of the Principal Beneficiary of the former member of joint and survivor pension entitlement, in the form and manner required by the Superintendent.
20. **No Assignment etc.** Money payable under a Plan with this Addendum may not be assigned, charged, anticipated or given as security by the Planholder.
21. **Death of Planholder.** On the death of the Planholder who is a former member who has a Principal Beneficiary, the surviving Principal Beneficiary, or where there is no surviving Principal Beneficiary or the surviving Principal Beneficiary has waived entitlement in the form and manner required by the Superintendent, a designated beneficiary, or where there is no designated beneficiary, the estate of the member or former member is entitled to receive the full value of the Locked-In Assets as a lump sum. Where the Planholder is not a former member, the full value of the Locked-in Assets shall be paid to the designated beneficiary or, where there is no designated beneficiary, to the Planholder's estate.

    The Plan Carrier must receive satisfactory evidence of death, satisfactory evidence as to whether or not the Planholder had a spouse at the date of the Planholder's death, and any other documents as the Plan Carrier may require.
22. **Transfers and Payments; Terms of Investments.** All transfers and payments from the Plan are subject to the terms of the investments and will be subject to the withholding of any applicable tax and deduction of all reasonable expenses, costs, fees and charges. Transfers and payments may be made in cash or in kind, in accordance with the instructions of the Planholder and subject to the terms of the investments and the requirements of the Plan Carrier or the Agent.
23. **Information to be Provided.** At the beginning of each fiscal year, the following information must be provided to the Planholder:
    (a) the sums deposited, the amount of the investment earnings, including any unrealized capital gains or losses the payments made out of the Plan and the expenses, costs, fees and charges against the Plan during the previous fiscal year;
    (b) the value of the assets in the Plan;
    (c) the minimum amount that must be paid out of the Plan to the Planholder during the current fiscal year;
    (d) the maximum amount that may be paid out of the Plan to the Planholder during the current fiscal year, and
    (e) if applicable, notification that the Planholder may be entitled to receive additional temporary income under paragraph 13 in the current fiscal year.

    If the balance of the Locked-In Assets is transferred as described in paragraph 6 of this Addendum, the information described in clauses (a) to (e) must be provided to the Planholder determined as of the date of transfer. If the Planholder dies before the balance of the Locked-in Assets is used to purchase an immediate life annuity, the information described in clauses (a) to (e) must be provided to the person entitled to receive the balance of the Locked-In Assets determined as of the date of the Planholder's death.
24. **Indemnity.** Should the Plan Carrier and/or its Agent be required to make payments or to provide an annuity or a pension as a result of any Locked-In Assets being paid out or transferred otherwise than in accordance with the provisions of this Addendum, the Regulations, Directives or as may be required by applicable law, the Planholder will indemnify and hold harmless the Plan Carrier and/or the Agent to

## Newfoundland & Labrador Addendum for Life Income Fund (LIF) (continued)

the extent that Locked-In Assets were previously received by or accrued to the benefit of any of them or the Planholder's estate. This indemnity will be binding upon the Planholder's legal representatives, successors, heirs and assigns.

25. **Amendment.** No amendment shall be made to the Plan or this Addendum unless the Plan and this Addendum as amended remain in conformity with the Act, the Regulations and Directive No. 5 and with section 146.3 of the Income Tax Act (Canada)
    An amendment that would result in a reduction of the Planholder's benefits under the Plan with this Addendum is permitted only where
    (a) the Plan Carrier is required by law to make the amendment; and
    (b) the Planholder is entitled to transfer the Locked-In Assets under the terms of the Plan with this Addendum that existed before the amendment is made.
    The Plan Carrier will give the Planholder at least 90 days' notice of any proposed amendment; and where the amendment would result in a reduction of the Planholder's benefits, the Plan Carrier must allow the Planholder at least 90 days after notice of the nature of the amendment is given to transfer all or part of the Locked-In Assets. Notice of amendment must be sent by registered mail to the Planholder's address as set out in the records of the Plan Carrier.
26. **Headings and Renumbering.** Headings in this Addendum are for ease of reference only and do not affect its interpretation. If any provision of the Pension or Income Tax Legislation referred to in this Addendum are renumbered due to a change in law, then that reference is considered to be updated to reflect the renumbering.
27. **Conflict between Legislation and Addendum.** If there is a conflict between the applicable Pension or Income Tax Legislation and this Addendum, the Legislation will prevail to the extent necessary to resolve the conflict.

Revised: July 19, 2018

B2B Trustco
199 Bay St, Suite 600, Toronto ON M5L 0A2

## Newfoundland & Labrador Addendum for Locked-In Retirement Income Fund (LRIF)

Upon receipt of locked-in pension assets pursuant to the Pension Benefits Act, 1997 (Newfoundland & Labrador), and in accordance with the Planholder's instructions to transfer the assets to a Newfoundland & Labrador locked-in retirement income fund, the Plan Carrier and Planholder agree that the provisions of this Addendum are appended to and form additional terms of the retirement income fund declaration of trust.

1. **Pension Legislation**. For the purposes of this Addendum, the word "Act" means the *Pension Benefits Act, 1997* (Newfoundland & Labrador), the word "Regulations" means the *Pension Benefits Act*. Regulations made under the Act and the word "Directive" means the Directives made under the Act.
2. **Definitions**. All terms in this Addendum which are used in the Act, Regulations or Directives have the same meaning as under the Act, Regulations or Directives. In this Addendum, "Plan" means the above-named retirement income fund, governed by the declaration of trust and the additional terms of this Addendum. "Planholder" means the planholder, accountholder or annuitant under the declaration of trust and application form and includes the "owner" as that term is used in Directive No. 17. "Locked-In Assets" means all the assets in the Plan at any time and includes any interest or other earnings realized or accrued to that time.
3. **Spouse, Cohabiting Partner and Principal Beneficiary**. The word "Spouse" means a person who:
    (a) is married to the Planholder,
    (b) is married to the Planholder by a marriage that is voidable and has not been voided by a judgment of nullity, or
    (c) has gone through a form of a marriage with the Planholder, in good faith, that is void and is cohabiting or has cohabited with the Planholder within the preceding year.
    The word "Cohabiting Partner" means a person who:
    (a) in relation to a Planholder who has a Spouse, is not the Spouse of the Planholder who has cohabited continuously with the Planholder in a conjugal relationship for not less than 3 years, or
    (b) in relation to a Planholder who does not have a Spouse, has cohabited continuously with the Planholder in a conjugal relationship for not less than 1 year and is cohabiting or has cohabited with the Planholder within the preceding year.
    The word "Principal Beneficiary" means the Spouse of a Planholder or where the Planholder has a Cohabiting Partner, the Planholder's Cohabiting Partner.
    Notwithstanding anything to the contrary contained in the Plan, for the purposes of any provision of the *Income Tax Act* (Canada) respecting registered retirement savings plans, "Spouse", "Cohabiting Partner" and "Principal Beneficiary" do not include any person who is not recognized as a spouse or common-law partner under the *Income Tax Act* (Canada).
4. **Transfers into the Plan**. The only assets that may be transferred into the Plan are assets originating, directly or indirectly, from:
    (a) the pension fund of a registered pension plan that conforms with the Act and the Regulation;
    (b) a Locked-In Retirement Account that conforms with Directive No. 4;
    (c) a Life Income Fund that conforms with Directive No. 5; or
    (d) another Locked-In Retirement Income Fund that conforms with Directive No. 17.
    Any transfer into the Plan must be on a tax-deferred basis under the *Income Tax Act* (Canada).
5. **Who May be a Planholder – Consent of Principal Beneficiary**. The following persons may become a Planholder under a Plan with this Addendum:
    (a) a member or former member of the pension plan who has obtained the written consent of his or her Principal Beneficiary, if any; or
    (b) the Principal Beneficiary or former Principal Beneficiary of a member or former member if the Principal Beneficiary or former Principal Beneficiary is entitled to a pension benefit as a result of the death of the member or former member or as a result of marriage breakdown.
6. **Transfers Out of the Plan**. The Planholder may transfer any or all of the Locked-In Assets:
    (a) to another Locked-in Retirement Income Fund that conforms with Directive No.17;
    (b) to a Life Income Fund that conforms with Directive No. 5;
    (c) in accordance with paragraph 60(l) of the Income Tax Act (Canada), to purchase an immediate life annuity that meets the requirements of the Superintendent; or
    (d) before December 31st of the year in which the Planholder reaches 71 years of age, to a Locked-In Retirement Account that conforms with Directive No. 4.
    In accordance with paragraphs 146.3(2)(e) and (e.2) of the *Income Tax Act* (Canada), the Plan Carrier will retain sufficient Locked-In Assets to satisfy the requirement to pay the minimum amount to the Planholder for the year
    Subject to paragraph 20 of this Addendum, the Plan Carrier agrees to make such a transfer within 30 days after the Planholder requests it.
7. **Investment and Value of Locked-In Assets**. The Locked-In Assets shall be invested and re- invested on the direction of the Planholder as provided in the declaration of trust. The value of the Locked-In Assets at any time will be determined by the Agent's regular reporting practice.
8. **Fiscal Year of Plan**. The fiscal year of the Plan ends on December 31 of each year and must not exceed 12 months.
9. **Payment Out of the Plan**.Payment out of the Plan must not begin before the earlier of age 55 or the earliest date on which the Planholder who is the member could receive a pension benefit under the Act or the originating pension plan from which the Locked-In Assets were transferred. Payment must not begin later than the last day of the second fiscal year.
10. **Amount and Frequency of Payments**. The Planholder must notify the Plan Carrier by instructions of the amount and frequency of the payments for each fiscal year. If the Planholder does not give instructions as to the amount of the payments or instructs an amount less than the minimum amount for the fiscal year, the minimum amount prescribed for a registered retirement income fund under the *Income Tax Act* (Canada) will be paid. If the Planholder does not give instructions as to the frequency of the payments, the amount will be paid in one payment at the end of the fiscal year.
    The instructions must be given within a reasonable time prior to the beginning of the fiscal year to which they relate, or at another time if the Plan Carrier agrees. With the consent of the Plan Carrier, the Planholder may change the amount and frequency of the payments or request additional payments by instructing the Plan Carrier.
    If the Planholder provided instructions regarding the amount and frequency of payments in a prior year, the Plan Carrier or the Agent may continue to apply these instructions to the payment of future amounts (assuming that these instructions remain acceptable under the applicable legislation and that the Planholder does not provide any new instructions).
    The Planholder must give the Plan Carrier instructions as to which of the Locked-In Assets to sell where required in order to ensure there is sufficient cash in the Plan to make the payments. If the Plan Carrier does not receive the instructions within a reasonable time before a payment is required, the Plan Carrier may sell any of the Locked-In Assets that the Plan Carrier, in its discretion, considers appropriate to provide the required cash; and the Plan Carrier will not be liable for any loss that may result from this action, including but not limited to investment losses or diminution of the Locked-In Assets, or for any related investment or administration expenses.
11. **Amount of Annual Income**. The amount of income paid out of the Plan during a fiscal year must not be less than the minimum amount prescribed for registered retirement income funds under the *Income Tax Act* (Canada). The amount of income paid out of the Plan during a fiscal year must not exceed "maximum", being the greatest of:
    (a) the income, gains and losses earned from the time the Plan was established to the end of the most recently completed fiscal year and, with respect to any Locked-In Assets that are derived directly from assets transferred from a LIF, the income, gains and losses earned in the final complete fiscal year of the LIF under the LIF, less the sum of all income paid to the Planholder from the Plan;
    (b) the income, gains and losses earned in the immediately previous fiscal year, and
    (c) if the payment is being made in the fiscal year in which the contract was established or in the fiscal year immediately following its establishment, 6% of the fair market value of the Plan at the beginning of that fiscal year.
12. **Additional Temporary Income**. Subject to paragraph 13 of this Addendum, the Planholder is entitled to receive additional temporary income. The application for additional temporary income shall be on a form prescribed by the Superintendent and, where the Planholder is a former member of a pension plan, accompanied by the written consent of the Principal Beneficiary of the former member. The application must be submitted to then Plan Carrier at the beginning of the fiscal year of the Plan, unless otherwise permitted by the Plan Carrier.
    The Planholder may receive additional temporary income where:
    (a) the total pension income received by the Planholder for the calendar year in which the application is made, calculated as "B" under paragraph 13 of this Addendum, is less than 40% of the year's maximum pensionable earnings ("YMPE") under the *Canada Pension Plan* ("CPP") for the calendar year in which the application is made; and
    (b) the Planholder has not reached his or her 65th birthday at the beginning of the fiscal year in which he or she makes application for additional temporary income.
13. **Amount of Additional Temporary Income**. The amount of the additional temporary income paid out of the Plan in a fiscal year must not exceed the "maximum" in the following formula:
    Maximum Temporary Income = A - B
    in which
    A = 40% of the YMPE under the CPP for the calendar year in which an application is made; and
    B = the total pension income to be received by the Planholder from all LIFs, LRIFs, Life Annuities and pension plans governed by Newfoundland & Labrador pension benefits legislation or established by or governed by an Act of Canada or a Province, except income from a pension under the *Canada Pension Plan*
14. **Initial Year**. For the initial year of the Plan, the "maximum" in paragraphs 11 and 13 of this Addendum shall be adjusted in proportion to the number of months in that fiscal year divided by 12, with any part of an incomplete month counting as one month.
15. **Maximum Where Assets Transferred from Another LIF or LRIF**. If a part of the Locked-In Assets at the beginning of a fiscal year corresponds to assets transferred directly or indirectly during the same year from another Life Income Fund or Locked-Retirement Income Fund of the Planholder, the "maximum" in paragraph 11 and 13 of this Addendum shall be deemed to be zero.
16. **Withdrawal Where Shortened Life Expectancy**. The Planholder may withdraw Locked-In Assets as a lump sum or series of payments if a medical practitioner certifies that due to mental or physical disability the life expectancy of the Planholder is likely to be shortened considerably. But where the Planholder is a former member of a pension plan, such payment may only be made if the Principal Beneficiary of the former member has waived the joint and survivor pension entitlement in a form and manner provided by the Superintendent.
17. **Withdrawal Where Small Amount**. The Planholder may withdraw all of the Locked-In Assets as a lump sum on application by the Planholder to the Plan Carrier for payment if, at the time the Planholder signs the application:
    (a) the Planholder has reached the earlier of age 55 or the earliest date on which the Planholder would have been entitled to receive a pension benefit under the pension plan from which assets were transferred; and
    (b) the value of all assets in all LIFs, LRIFs and LIRAs owned by him or her and governed by Newfoundland & Labrador pension benefits legislation is less than 40%of the YMPE under the CPP for that calendar year.
    An application under this paragraph shall be on a form approved by the Superintendent and, where the Planholder is a former member of a pension plan, accompanied by a waiver of the Principal Beneficiary of the former member of joint and survivor pension entitlement, in the form and manner required by the Superintendent.
18. **No Assignment etc.** Money payable under a Plan with this Addendum may not be assigned, charged, anticipated or given as security by the Planholder.
19. **Death of Planholder**. On the death of the Planholder who is a former member who has a Principal Beneficiary, the surviving Principal Beneficiary, or where there is no surviving Principal Beneficiary or the surviving Principal Beneficiary has waived entitlement in the form and manner required by the Superintendent, a designated beneficiary, or where there is no designated beneficiary, the estate of the member or former member is entitled to receive the full value of the Locked-In Assets as a lump sum. Where the Planholder is not a former member, the full value of the Locked-in Assets shall be paid to the

## Newfoundland & Labrador Addendum for Locked-In Retirement Income Fund (LRIF) (continued)

designated beneficiary or, where there is no designated beneficiary, to the Planholder's estate. The Trustee must receive satisfactory evidence of death, satisfactory evidence as to whether or not the Planholder had a spouse at the date of the Planholder's death, and any other documents as the Trustee may require.

20. **Transfers and Payments; Terms of Investments**. All transfers and payments from the Plan are subject to the terms of the investments and will be subject to the withholding of any applicable tax and deduction of all reasonable expenses, costs, fees and charges. Transfers and payments may be made in cash or in kind, in accordance with the instructions of the Planholder and subject to the terms of the investments and the requirements of the Plan Carrier or the Agent.
21. **Information to be Provided**. At the beginning of each fiscal year, the following information must be provided to the Planholder:
    (a) the sums deposited, the amount of accumulated earnings, the payments made out of the Plan and the expenses, costs, fees and charges against the Plan during the previous fiscal year;
    (b) the balance in the Plan;
    (c) the minimum amount that must be paid out of the Plan to the Planholder during the current fiscal year; and
    (d) the maximum amount that may be paid out of the Plan to the Planholder during the current fiscal year.

    If the balance of the Locked-In Assets is transferred as described in paragraph 6 of this Addendum, the information described in clauses (a) to (d) must be provided to the Planholder determined as of the date of transfer. If the Planholder dies before the balance of the Locked-in Assets is used to purchase an immediate life annuity, the information described in clauses (a) to (d) must be provided to the person entitled to receive the balance of the Locked-In Assets determined as of the date of the Planholder's death.
22. **Indemnity.** Should the Plan Carrier and/or its Agent be required to make payments or to provide an annuity or a pension as a result of any Locked-In Assets being paid out or transferred otherwise than in accordance with the provisions of this Addendum, the Regulation, Directive No. 17 or as may be required by applicable law, the Planholder will indemnify and hold harmless the Plan Carrier and/or the Agent to the extent that Locked-In Assets were previously received by or accrued to the benefit of any of them or the Planholder's estate. This indemnity will be binding upon the Planholder's legal representatives, successors, heirs and assigns.
23. **Amendment**. No amendment shall be made to the Plan or this Addendum unless the Plan and this Addendum as amended remain in conformity with the Act, the Regulation and Directive No. 17 and with section 146.3 of the *Income Tax Act* (Canada).

    An amendment that would result in a reduction of the Planholder's benefits under the Plan with this Addendum is permitted only where
    (a) the Plan Carrier is required by law to make the amendment; and
    (b) the Planholder is entitled to transfer the Locked-In Assets under the terms of the Plan with this Addendum that existed before the amendment is made.

    The Plan Carrier will give the Planholder at least 90 days notice of any proposed amendment; and where the amendment would result in a reduction of the Planholder's benefits, the Plan Carrier must allow the Planholder at least 90 days after notice of the nature of the amendment is given to transfer all or part of the Locked-In Assets. Notice of amendment must be sent by registered mail to the Planholder's address as set out in the records of the Plan Carrier.
24. **Headings and Renumbering**. Headings in this Addendum are for ease of reference only and do not affect its interpretation.

    If any provision of the Pension or Income Tax Legislation referred to in this Addendum are renumbered due to a change in law, then that reference is considered to be updated to reflect the renumbering.
25. **Conflict between Legislation and Addendum**. If there is a conflict between the applicable Pension or Income Tax Legislation and this Addendum, the Legislation will prevail to the extent necessary to resolve the conflict.

Revised: Feb. 28, 2018

## Nova Scotia LIF Addendum (Schedule IV to Nova Scotia Pension Legislation)

B2B Trustco is entitled to rely solely upon the information provided by the Annuitant in the application form that established the Plan and agrees:

1. to only amend the contract as provided in this Schedule 4: Nova Scotia LIF Addendum and the regulations;
2. the pension benefit transferred into an account under this Addendum was ☐ / was not ☐ calculated in a manner that differentiated on the basis of the sex of the member; and
3. to provide the information described in Section 14 of this Schedule 4: Nova Scotia LIF Addendum to the persons indicated in that Section.

**Schedule 4: Nova Scotia LIF Addendum**
(*Pension Benefits Regulations*)

Note: This document is Schedule 4 to the *Pension Benefits Regulations* (Nova Scotia). It forms part of the regulations and must be read, construed and interpreted in conjunction with the *Pension Benefits Act* and its regulations.

**Definitions for this Schedule**

1. In this Schedule,
    "Act" means the *Pension Benefits Act*;
    "domestic contract", as defined in Section 2 of the regulations, means a written agreement referred to in and for the purpose of Section 74 of the Act, or Section 14 of the *Pooled Registered Plans Act*, that provides for a division between spouses of any pension benefit, deferred pension, pension, LIRA or LIF and includes a marriage contract as defined in the *Matrimonial Property Act*;
    **Definition of "domestic contract" amended: O.I.C. 2016-111, N.S. Reg. 89/2016**.
    "federal *Income Tax Act*", as defined in Section 2 of the regulations, means the *Income Tax Act* (Canada) and, unless specified otherwise, includes the regulations made under that Act;
    "owner" means any of the following persons, as set out in subsection 205(2) of the regulations, who has purchased a LIF:
        i) a former member who is entitled to make a transfer under clause 61(1)(b) of the Act,
        ii) a spouse of a person who was a member, and who is entitled to make a transfer under clause 61(1)(b) of the Act,
        iii) a person who has previously transferred an amount under clause 61(1)(b) of the Act into a LIRA or LIF,
        iv) a person who has previously transferred an amount into a LIF as a result of a division of any pension benefit, deferred pension or pension under Section 74 of the Act,
        v) a spouse who is entitled to transfer a lump sum as a result of a division of any pension benefit, deferred pension or pension under Section 74 of the Act,
        vi) if the funds in the account of a pooled registered pension plan are used for the purchase, a person who transfers the amount in accordance with the *Pooled Registered Pension Plans Act* and the *Pooled Registered Pension Plans Regulations*;

    **Subclause (vi) of definition of "owner" added: O.I.C. 2016-111, N.S. Reg. 89/2016**.
    "regulations" means the *Pension Benefits Regulations* made under the Act;
    "spouse", as defined in the Act, means either of 2 persons who
        i) are married to each other,
        ii) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity,
        iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or, if they have ceased to cohabit, have cohabited within the 12-month period immediately preceding the date of entitlement, and
        iv) are domestic partners within the meaning of Section 52 of the *Vital Statistics Act*, or
        v) not being married to each other, are cohabiting in a conjugal relationship with each other, and have done so continuously for at least
            A) 3 years, if either of them is married, or
            B) 1 year, if neither of them is married;

    "temporary income" means income payments from a LIF that, in accordance with Section 9 of this Schedule, are paid to an owner before they turn 65 years old;
    "Superintendent" means the Superintendent of Pensions, as defined in the Act.

**Fiscal year of LIFs**

2. 1) In this Schedule, "fiscal year" means the fiscal year of a LIF.
    2) A fiscal year must end on December 31 and must not be longer than 12 months.

**Reference rate criteria**

3. A reference rate in this Schedule for a fiscal year must meet all of the following criteria:
    a) it must be based on the month-end nominal rate of interest earned on long-term bonds issued by the Government of Canada for November of the year immediately before the beginning of the fiscal year, as compiled by Statistics Canada and published in the Bank of Canada Review as CANSIM Series V122487, with the following adjustments applied successively to that nominal rate:
        i) an increase of 0.5%,
        ii) the conversion of the increased rate, based on interest compounded semi-annually, to an effective annual rate of interest,
        iii) the rounding of the effective interest rate to the nearest multiple of 0.5%;
    b) it must not be less than 6%.

**Note Re Requirements of the *Pension Benefits Act and Regulations* and the *Pooled Registered Pension Plans Act* and its regulations**

**Prohibitions on transactions from Section 91 of Act**

Under Section 91 of the Act and Section 12 of the *Pooled Registered Pension Plans Act*, money held in a LIF must not be commuted or surrendered in whole or in part except as permitted by this Schedule and the regulations including, without limiting the generality of the foregoing, the following Sections of the regulations:

- Sections 211 through 230, respecting withdrawal in circumstances of financial hardship
- Section 231, respecting withdrawal in circumstances of considerably shortened life expectancy
- Section 232, respecting withdrawal in circumstances of non-residency
- Section 233, respecting withdrawal of small amounts at age 65
- Section 198, respecting the transfer of an excess amount, as defined in that Section.

Pursuant to subsection 91(2) of the Act and subsection 12(2) of the *Pooled Registered Pension Plans Act*, any transaction that contravenes Section 91 of the Act or Section 12 of the *Pooled Registered Pension Plans Act* is void.

**Values of assets in LIF subject to division**

The value of the assets in a LIF is subject to division in accordance with all of the following:

- an order of the Supreme Court of Nova Scotia that provides for the division of a pension benefit, deferred pension or pension under Section 74 of the Act, or a division of the funds in a pooled registered pension plan account under Section 14 of the *Pooled Registered Pension Plans Act*
- a domestic contract that provides for the division of a pension benefit, deferred pension or pension under Section 74 of the Act, or a division of the funds in a pooled registered pension plan account under Section 14 of the *Pooled Registered Pension Plans Act*
- the regulations

**Money held in LIF**

The following requirements are set out in the *Pension Benefits Act* and are applicable to LIFs governed by this Schedule:

- Money held in a LIF must not be assigned, charged, or given as security except as permitted by subsection 88(3) of the Act, Section 90 of the Act, subsection 12(3) of the *Pooled Registered Pension Plans Act* or Section 13 of the *Pooled Registered Pension Plans Act,* and any transaction purporting to assign, charge, anticipate or give the money in the LIF as security is void.
- Money held in a LIF is exempt from execution, seizure or attachment except for the purpose of enforcing a maintenance order as permitted by Section 90 of the Act or Section 13 of the *Pooled Registered Pension Plans Act*.

**Section 3, table amended: O.I.C. 2016-111, N.S. Reg. 89/2016**.

**Periodic payments of income out of LIFs**

4. 1) An owner must be paid an income from their LIF, the amount of which may vary, annually.
    2) Income payments from a LIF must begin no earlier than
        a) the earliest date that the owner would have been entitled to receive a pension under any pension plan from which the money was transferred; or
        b) if all of the money in a LIF is derived from sources other than a pension benefit provided in respect of any employment of the owner, the date the owner turns 55 years old.
    3) Income payments from a LIF must begin no later than the end of a LIF's 2nd fiscal year.

**Amount of income payments from LIFs**

5. 1) Subject to the minimum amount in Section 6 of this Schedule, an owner of a LIF must establish the amount of income to be paid during each fiscal year at the beginning of the fiscal year and after they have received the information required by Section 14 of this Schedule.
    2) Except as provided in subsection (5), an owner of a LIF must notify the financial institution providing

## Nova Scotia LIF Addendum (Schedule IV to Nova Scotia Pension Legislation) (continued)

the LIF of the amount to be paid out of the LIF each year and any owner who does not do so is deemed to have selected the minimum amount determined under Section 6 of this Schedule.

3) The owner's notice required by subsection (2) must be given either
   a) except as provided in subsection (5), at the beginning of the fiscal year;
   b) at a time agreed to by the financial institution providing the LIF.
4) The owner's notice required by subsection (2) expires at the end of the fiscal year to which it relates.
5) If a financial institution providing a LIF guarantees the rate of return of the LIF over a period that is greater than 1 year, the period must end at the end of a fiscal year and the owner may establish the amount of income to be paid during the period at the beginning of the period.

**Minimum annual LIF withdrawal**

6. 1) The amount of income that is paid out of a LIF during a fiscal year must not be less than the minimum amount prescribed for a registered retirement income fund by the federal *Income Tax Act*, determined on the basis of the owner's age or the age of the owner's spouse if the spouse is younger than the owner.
   2) Despite Sections 7, 8, 10, 11 and 12 of this Schedule, if the minimum amount specified by subsection (1) is greater than the maximum amount determined under those Sections for a fiscal year, then the minimum amount under subsection (1) must be paid out of the LIF during the fiscal year.

**Pro-rating amount of withdrawal if initial fiscal year less than 12 months**

7. If the initial fiscal year is less than 12 months long, the maximum amount determined under Sections 8, 10, 11 and 12 of this Schedule must be adjusted in proportion to the number of months in that fiscal year divided by 12, with any part of an incomplete month counting as 1 month.

**Maximum annual life income from LIF that does not provide for temporary income**

8. The maximum annual amount of life income to be paid each year from a LIF from which no temporary income is paid is determined by the following formula:

   maximum payable = F * B

   in which

   F = is the factor in Schedule 5: Life Income Fund – Factor F that corresponds to the reference rate for the fiscal year and the owner's age at the end of the previous year

   B = the balance of the LIF at the beginning of the fiscal year, increased by any money transferred to the LIF after the beginning of that fiscal year and reduced by any money transferred from another LIF, to the LIF, in the same year.

**Withdrawal of temporary income from LIFs**

9. 1) A LIF may provide that the owner is entitled to temporary income in accordance with this Section and Sections 10 and 11 of this Schedule.
   2) An owner of a LIF from which temporary income may be paid who is at least 54 years old but under 65 years old at the end of the calendar year before the date they apply, may apply in an approved form to the financial institution that provides a LIF for payment of temporary income from the LIF.
   3) Temporary income must not be paid under a LIF
      a) before the owner is 55 years old; and
      b) after the end of the year in which the owner turns 65 years old.
   4) Temporary income is not payable if any portion of a payment out of a LIF is transferred to a registered retirement savings plan or a registered retirement income fund.

**Maximum temporary income for fiscal year**

10. 1) Except as provided in subsection (2), the maximum temporary income that may be paid during a fiscal year out of a LIF from which temporary income may be paid must be the lesser of the following amounts:
      a) the amount calculated by the following formula:

         (50% of the YMPE) – T

         in which

         YMPE = the Year's Maximum Pensionable Earnings for the fiscal year

         T = the total of bridging benefits and other periodic income paid to the owner from a pension plan or annuity or from temporary income from other LIFs for that fiscal year;

      b) the amount calculated by the following formula:

         F * B *D

         in which

         F = is the factor in Schedule 5: Life Income Fund – Factor F that corresponds to the reference rate for the fiscal year and the owner's age at the end of the previous year

         B = the balance of the LIF at the beginning of the fiscal year, increased by any money transferred to the LIF after the beginning of that fiscal year and reduced by any money transferred from another LIF, to the LIF, in the same year

         D = the factor in Schedule 6: Life Income Fund – Temporary Income Factor D that corresponds to the owner's age at the end of the previous fiscal year.

   2) If the amount determined under clause (1)(b) is less than 50% of the Year's Maximum Pensionable Earnings, then the maximum temporary income paid out of a LIF during a fiscal year must be the lesser of the following amounts:
      a) the amount calculated under clause (1)(a);
      b) the balance of the LIF at the beginning of the fiscal year, increased by any money transferred to the LIF after the beginning of that fiscal year and reduced by any money transferred from another LIF to the LIF in the same year.

**Maximum life income withdrawal from LIFs**

11. The maximum life income to be paid from a LIF from which a temporary income is paid is determined by the following formula, provided that the maximum must not be less than zero:

    maximum payable = (F * B) - (Y ÷ D)

    in which

    F = the factor in Schedule 5: Life Income Fund – Factor F that corresponds to the reference rate for the fiscal year and the owner's age at the end of the previous year

    B = the balance of the LIF at the beginning of the fiscal year, increased by any money transferred to the LIF after the beginning of that fiscal year and reduced by any money transferred from another LIF, to the LIF, in the same year

    Y = the maximum annual temporary income determined under Section 10 of this Schedule

    D = the factor in Schedule 6: Life Income Fund – Temporary Income Factor D that corresponds to the owner's age at the end of the previous year.

**Maximum annual income payable if financial institution guarantees rate of return of LIFs**

12. 1) If a financial institution that provides a LIF guarantees the rate of return of the LIF over a period greater than 1 year and the owner establishes the amount of income to be paid during that period, the maximum income that may be paid during each of the fiscal years during the period must be determined at the beginning of each fiscal year in the period in accordance with this Section.
    2) For each year after the initial fiscal year, the maximum income to be paid for the fiscal year under a LIF described in subsection (1) is equal to the lesser of the following amounts:
       a) the balance of the LIF at the time of payment in that year;
       b) the amount determined by the following formula:

          maximum income = (I * B) ÷ RB

          in which

          I = the maximum income determined for the initial fiscal year under Section 11 of this Schedule

          B = the balance of the LIF at the beginning of the fiscal year

          RB = the reference balance determined at January 1 of the year as calculated under subsection (3).

    3) For the formula in clause (2)(b), the reference balance ("RB") must be calculated by the following formula:

       RB = (PRB - I) + ((PRB - I) * RR/100)

    in which

    PRB = the reference balance

    i) at the beginning of the previous year, or

    ii) for the 2nd year of the period, the LIF balance at the beginning of the 1st year of the period

    I = the maximum income determined for the initial fiscal year

    RR = the reference rate for the year, if the fiscal year is one of the first 16 fiscal years of the LIF, or by 6% for any other year.

**Income in excess of maximum**

13. If income paid to an owner under a LIF during a fiscal year exceeds the maximum that may be paid, the balance of the LIF must not be reduced by the excess unless the payment is attributable to incorrect information provided by the owner.

**Information to be provided annually by financial institution**

14. At the beginning of each fiscal year, a financial institution providing a LIF must provide all of the following information to an owner about their LIF:
    a) with respect to the previous fiscal year:
       i) the sums deposited,
       ii) any accumulated investment earnings including any unrealized capital gains or losses,
       iii) the payments made out of the LIF,
       iv) any withdrawals from the LIF made under the following circumstances, in accordance with Sections 211 to 230 of the regulations:
          A) a mortgage default circumstance, as defined in clause 212(1)(a) of the regulations,
          B) a medical expense circumstance, as defined in clause 212(1)(b) of the regulations,
          C) a rental default circumstance, as defined in clause 212(1)(c) of the regulations,
          D) a reduced income circumstance, as defined in clause 212(1)(d) of the regulations,
       v) any transfers made out of the LIF,
       vi) the fees charged against the LIF;
    b) the value of the assets in the LIF at the beginning of the fiscal year;
    c) the minimum amount that must be paid out as income to the owner during the current fiscal year;
    d) the maximum amount that may be paid out as income to the owner during the current fiscal year;
    e) for a LIF that provides for temporary income, and the owner was at least 54 years old but under 65 years old at the end of the previous year,
       i) how the owner may apply for temporary income to be paid to them after they turn 55 years old, and
       ii) a statement that payment of temporary income will reduce the income that would otherwise be paid to the owner after age 65;
    f) a statement that the maximum amount of income that may be paid to the owner during the fiscal year will not be increased if assets held in another LIF during the year are transferred to the LIF;
    g) if the beginning of the fiscal year is later than the beginning of the calendar year, a statement as to whether any sums deposited were held in another LIF during the year, and the amount of those deposits;
    h) a statement that if the owner wishes to transfer the balance of the LIF, in whole or in part, and still receive the income determined for the fiscal year from the LIF, then an amount must be retained in the LIF that is at least equal to the difference between the income determined for the fiscal year and the income already received from the LIF since the beginning of the fiscal year;
    i) a statement that if the owner dies before the balance in the LIF is used to purchase a life annuity contract or is transferred under Section 15 of this Schedule, then the financial institution must provide the owner's spouse or beneficiary or the personal representative of their estate with the information in clauses (a) and (b), determined as of the date the owner died;
    j) a statement that if the balance of the LIF is transferred to another financial institution or used to purchase a life annuity, then the financial institution must provide the owner the information in clauses (a) and (b), determined as of the date of the transfer or annuity purchase;
    k) a statement that if the balance of the LIF is transferred to another financial institution or used to purchase a life annuity, then the financial institution must comply with Section 209 of the regulations, in accordance with subsection 15(6) of this Schedule.

**Transferring assets from LIFs**

15. 1) An owner of a LIF may transfer all or part of the assets in the LIF as follows:
       a) to either of the following:
          i) another LIF,
          ii) a LIRA, if permitted under the federal *Income Tax Act*;
       b) to purchase an immediate life annuity; or
       c) for an owner who is a member or former member of a pension plan that provides for variable pension benefits, to the owner's variable benefits account in accordance with Section 150 of the regulations, if the transfer is permitted by the plan.

       **Clause 15(1)(c) added: O.I.C. 2015-310, N.S. Reg. 326/2015**.
    2) The date of a transfer under subsection (1) must not be later than 30 days after the owner requests it, unless any of the following apply:
       a) the financial institution providing the LIRA does not have all the information necessary to complete the transaction, in which case the 30-day period begins to run from the date the financial institution has all the necessary information;
       b) the transfer is in respect of assets held as securities whose term of investment extends beyond the 30-day period, in which case the 30-day period begins to run from the date the term of investment expires.
    3) If assets in a LIF consist of identifiable and transferable securities, the financial institution providing the LIF may transfer the securities with the consent of the owner.
    4) If assets held in a LIF are transferred to another LIF at any time in the current fiscal year, the maximum amount of income that may be paid to the owner of the LIF must not be increased.
    5) A financial institution providing a LIF must advise the financial institution to which the assets of the LIF are transferred
       a) that the assets were held in a LIF in the current year; and
       b) whether the assets were determined in a manner that differentiated on the basis of sex.

## Nova Scotia LIF Addendum (Schedule IV to Nova Scotia Pension Legislation) (continued)

6) If the balance of a LIF is transferred to another financial institution or used to purchase a life annuity, the financial institution providing the LIF must comply with Section 209 of the regulations.

**Information to be provided by financial institution on transfer of balance of LIFs**

16 . If the balance of the LIF is transferred to another financial institution or used to purchase a life annuity, the financial institution making the transfer must provide the owner with all of the information required to be provided annually under clauses 14(a) to (h) of this Schedule, determined as of the date of the transfer or annuity purchase.

**Information to be provided upon transfer of additional amounts to LIFs**

17. No later than 30 days after the date that money in locked-in funds that has not been held in a LIF at any time in the current year is transferred to a LIF, the financial institution providing the LIF must provide the owner with all of the following information:
   a) the information required to be provided annually under clauses 14(a) to (f) of this Schedule, determined as of the date of the transfer;
   b) the balance of the LIF used to determine the maximum amount that may be paid to the owner as income during the fiscal year.

**Death benefits**

18. 1) If the owner of a LIF dies, the following are entitled to receive a benefit equal to the value of the assets in the LIF, subject to subsections (4) and (5):
   a) the owner's spouse;
   b) if there is no spouse or if the spouse is otherwise disentitled under subsection (4) or (5), the owner's named beneficiary;
   c) if there is no named beneficiary, the personal representative of the owner's estate.

2) For the purposes of subsection (1), a determination as to whether an owner of a LIF has a spouse must be made as of the date the owner dies.

3) For the purposes of subsection (1), the value of the assets in a LIF includes all accumulated investment earnings, including any unrealized capital gains and losses, of the LIF from the date of death until the date of payment.

4) A spouse is not entitled to receive the value of the assets in a LIF under clause (1)(a) if the owner of the LIF was not
   a) a member or former member of a pension plan from which the assets were transferred, directly or indirectly, to purchase the LIF; or
   b) a member of a pooled registered pension plan from which the assets were transferred, directly or indirectly, to purchase the LIF.

**Subsection 18(4) replaced: O.I.C. 2016-111, N.S. Reg. 89/2016**.

5) A spouse who, as of the date the owner of the LIF dies, is living separate and apart from the owner without a reasonable prospect of resuming cohabitation is not entitled to receive the value of the assets in the LIF under clause (1)(a) if any of the following conditions apply:
   (a) the spouse delivered a written waiver to the financial institution in accordance with Section 19 of this Schedule;
   (b) the terms of a written agreement respecting the division of the LIF that was entered into before the date of the owner's death disentitle, or do not expressly or impliedly entitle, the spouse to receive an amount under the LIF;
   (c) the terms of a court order issued before the owner's death disentitle, or do not expressly or impliedly entitle, the spouse to receive an amount under the LIF.

**Clause 18(5)(c) amended: O.I.C. 2016-111, N.S. Reg. 89/2016**.

6) The benefit described in subsection (1) may be transferred to an RRSP or a RRIF in accordance with the federal *Income Tax Act*.

**Waiver of entitlement to death benefits by spouse**

19. 1) A spouse of an owner of a LIF may waive their entitlement to receive a benefit described in Section 18 of this Schedule from the LIF, by delivering, any time before the death of the owner, a written waiver in an approved form to the financial institution providing the LIF.

2) A spouse who delivers a waiver under subsection (1) may cancel it by delivering a written and signed notice of cancellation to the financial institution before the date the owner of the LIF dies.

**Information to be provided by financial institution on death of owner**

20. If the owner of a LIF dies before the balance in the LIF is transferred or used to purchase a life annuity contract, the financial institution providing the LIF must give the information required to be provided annually under clauses 14(a) to (g) of this Schedule, determined as of the date of the owner's death, to any person entitled to receive the assets in the LIF under subsection 18(1) of this Schedule.

Revised: April 1, 2020

## Ontario Life Income Fund (LIF) Addendum

In accordance with Schedule 1.1 of Regulation 909 (General) under the Pension Benefits Act (Ontario)

**Definitions:**

1. In this Addendum the words "Annuitant", "Application", "pension legislation", "Plan", "Tax Act" and "Trustee" have the meaning provided in the Retirement Income Fund Declaration of Trust.
2. For the purposes of this Addendum, the word "Act" refers to the *Pension Benefits Act* (Ontario) as amended and the word "Regulation" refers to Regulation 909 (General), R.R.O. 1990, as amended. LIF means a life income fund governed by Schedule 1.1 of the Regulation. In this Addendum, the words "family arbitration award" and "domestic contract" are defined in Part IV of the *Family Law Act* (Ontario). All words used herein, unless otherwise defined in the Addendum, shall have the meaning provided in the Act, the Regulation or Schedule 1.1 of the Regulation, as applicable.
3. Spouse means either of two persons who:
   (a) are married to each other; or
   (b) are not married to each other and are living together in a conjugal relationship,
      i. continuously for a period of not less than three years; or
      ii. iin a relationship of some permanence, if they are the parents of a child as set out in section 4 of the *Children's Law Reform Act* (Ontario).

   Notwithstanding anything to the contrary contained in this Addendum or any endorsements forming a part thereof, for the purposes of any provision of the Tax Act respecting registered retirement income funds (RRIFs), "Spouse" does not include any person who is not recognized as a spouse or common-law partner under the Tax Act.

**Establishing the LIF:**

4. The Annuitant must be one of:
   (a) A Former Member or retired Member who is entitled to make a transfer under clause 42 (1) (b) of the Act or subsection 42 (12) of the Act.
   (b) A Spouse or former Spouse of a person described in paragraph (a).
   (c) A person who has previously transferred an amount under clause 42 (1) (b) of the Act or subsection 42 (12) of the Act into a locked in retirement account.
   (d) A person who has previously transferred an amount under paragraph 2 of subsection 67.3(2) of the Act into a LIF or a LIRA.
   (e) An eligible Spouse who is entitled to transfer a lump sum under paragraph 2 of subsection 67.3(2) of the Act.
5. The locked-in assets held in the LIF, including all investment earnings, shall be invested in the manner described in the Declaration of Trust and shall be invested in compliance with the Tax Act and the Regulation.
6. The Annuitant agrees not to assign, charge, anticipate or give as security locked-in assets held in the LIF except as required by an order under the *Family Law Act* (Ontario), a family arbitration award or a domestic contract.
7. The value of the LIF, at the relevant time, shall be its fair market value.
8. In completing the Application, the Annuitant shall indicate whether the commuted value of the pension benefit that was transferred into the LIF was determined in a manner that differentiated on the basis of sex.
9. Assets in a LIF cannot be commuted, withdrawn or surrendered in whole or in part, except as permitted by section 49 or 67 of the Act or section 22.2 or Schedule 1.1 of the Regulation. Any transaction that contravenes this is void.
10. The fiscal year of the LIF shall end on December 31 of each year and must not exceed 12 months.

**Periodic Payments out of the LIF**

10.1. (1) Payments out of a LIF must begin:
   (a) no earlier than the earliest date on which the Former Member is entitled to receive a pension under any pension plan from which money was transferred into the LIF directly or indirectly; and
   (b) no later than the end of the second fiscal year of the LIF; but
   (c) despite paragraph 10.1(1)(a) of this Addendum, payments out of the LIF must begin no earlier than the date on which the Annuitant reaches 55 years of age, if none of the money in the LIF is derived, directly or indirectly, from a pension benefit provided in respect of any employment of the Annuitant.

(2) Every fiscal year, the Annuitant must give instructions to the Trustee specifying the amount to be paid out of the LIF (LIF payment instructions). LIF payment instructions are to be provided and payments are to be made in accordance with the Declaration of Trust. The LIF payment instructions must be given within a reasonable time prior to the beginning of the fiscal year to which they relate. The LIF payment instructions expire at the end of the fiscal year to which they relate. However, if the Trustee does not receive renewed LIF payment instructions from the Annuitant for the next fiscal year, the Trustee will pay the minimum amount for that fiscal year or, at the Trustee's sole discretion, continue to act on the most recent LIF payment instructions received from the Annuitant as if they were still effective, so long as the payment amount is at or above the required minimum for the fiscal year. If the Annuitant instructs the Trustee to pay an amount below the required minimum amount for the fiscal year or if the Trustee receives no LIF payment instructions at any time from the Annuitant, the minimum amount prescribed for a registered retirement income fund (RRIF) under the Tax Act will be paid.

(3) The amount of income paid during a fiscal year out of a LIF must not exceed the greatest of the following amounts:
   (a) The investment earnings, including any unrealized capital gains or losses, of the LIF in the previous fiscal year.
   (b) If the money in the LIF (the "receiving fund") is derived from money transferred directly from another life income fund (whether governed by Schedule 1 or 1.1 of the Regulation) or a LRIF (the "transferring fund"), and if the income is being paid out of the receiving fund in the fiscal year following the fiscal year in which the receiving fund is established, the sum of,
      i. the investment earnings, including any unrealized capital gains or losses, of the transferring fund in the previous fiscal year, and
      ii. the investment earnings, including any unrealized capital gains or losses, of the receiving fund in the previous fiscal year.
   (c) The amount calculated using the formula,
      C / F
      in which,
      "C" is the value of the assets in the LIF at the beginning of the fiscal year, and
      "F" is the present value, at the beginning of the fiscal year, of an annuity of $1 payable annually in advance over the period commencing at the beginning of the fiscal year and ending on December 31 of the year in which the Annuitant reaches 90 years of age.

(4) The following interest rate assumptions are to be used to determine the amount "F" in paragraph 10.1(3)(c) of this Addendum:
   (a) The interest rate for each of the first 15 fiscal years of the period referred to in the definition of "F" is the greater of 6 per cent and the nominal rate of interest on long-term bonds issued by the Government of Canada for November of the year before the beginning of the fiscal year, as determined from the Canadian Socio-Economic Information Management System (CANSIM) series V122487 compiled by Statistics Canada and available on the website maintained by the Bank of Canada.
   (b) For the sixteenth and each subsequent fiscal year of the period referred to in the definition of "F", the interest rate is 6 per cent.

(5) Despite subsection 10.1(3) of this Addendum, if any money in the LIF is derived from money transferred directly or indirectly from another life income fund (whether governed by Schedule 1 or Schedule 1.1 of the Regulation) or a LRIF, the maximum amount that may be paid out of the LIF in the fiscal year in which the money is transferred into the LIF is zero.

(6) If the initial fiscal year of the LIF is not 12 months long, the maximum amount determined under paragraph 10.1(3)(c) of this Addendum shall be adjusted in proportion to the number of months in that fiscal year divided by 12, with any part of an incomplete month counting as one month.

(7) The amount of income paid out of the LIF during a fiscal year must not be less than the minimum amount prescribed for a RRIF under the Tax Act.

(8) If the minimum amount specified in subsection 10.1(7) of this Addendum is greater than the maximum amount determined under subsections 10.1(3), 10.1(5) and 10.1(6), the minimum amount must be paid out of the LIF during the fiscal year.

(9) Section 10.1 of this Addendum shall not be construed to prevent or limit a payment from the LIF that is permitted under sections 9, 13, 14, 15, 16, 17, 18, 19 or 20 of this Addendum or under section 22.2 of the Regulation.

**Transferring Assets from the LIF (including transfers in cases of spousal relationship breakdown):**

11. (1) The Annuitant may transfer any or all of the assets in the LIF

(a) to another LIF; or
(b) to purchase an immediate life annuity that meets the requirements of section 22 of the Regulation.

(2) The Trustee will make the transfer described in subsection 11(1) of this Addendum within 30 days after receiving the transfer request from the Annuitant. This does not apply with respect to the transfer of assets held as securities whose term of investment extends beyond the 30-day period.

(3) If assets in the LIF consist of identifiable and transferable securities, the Trustee may transfer the securities with the consent of the Annuitant.

(3.1) The value of the assets in the LIF may be subject to division in accordance with the terms of an order under the *Family Law Act* (Ontario), a family arbitration award or a domestic contract.

(3.2) An order under Part I (Family Property) of the *Family Law Act* (Ontario), a family arbitration award or a domestic contract is not effective to the extent that it purports to entitle a Spouse or former Spouse of the Annuitant to transfer a lump sum that exceeds 50 per cent of the assets in the LIF, determined as of the family law valuation date.

(4) For a life annuity referred to in paragraph 11(1)(b) of this Addendum,
(a) A determination as to whether the Annuitant has a Spouse is to be made on the date an immediate life annuity is purchased.
(b) Payments under a life annuity may be subject to division in accordance with the terms of an order under the *Family Law Act* (Ontario), a family arbitration award or a domestic contract.
(c) An order under Part I (Family Property) of the *Family Law Act* (Ontario), a family arbitration award or a domestic contract is not effective to the extent that it purports to entitle a Spouse or former Spouse of the Annuitant to a share that exceeds 50 per cent of the payments under the life annuity, determined as of the family law valuation date.
(d) A life annuity cannot differentiate on the basis of the sex of the beneficiary if the commuted value of the pension benefit that was transferred into the LIF was determined in a manner that did not differentiate on the basis of sex.

(5) The Trustee shall not make a transfer described in subsection 11(1) of this Addendum except where,
(a) the transfer is permitted under the Act and the Regulation; and
(b) the transferee agrees to administer the amount transferred in accordance with the Act and the Regulation.

(6) The Trustee must advise the transferee in writing that the amount transferred must be administered in accordance with the Act and the Regulation.

**Unlocking assets held in a LIF:**

**Unlocking applications, on grounds permitted by the Regulation, are made by submitting, within established time limits, the required information to the Trustee**

12. (1) An application under sections 13 (small amounts), 14 (non-resident), or 15 (shortened life expectancy) to withdraw money or transfer assets from a LIF must be made on Form 5, which is a form approved by the Superintendent.

(2) An application under section 16 (financial hardship – medical expenses) to withdraw money or transfer assets from a LIF must be made on Form FHU 1, which is a form approved by the Superintendent.

(3) An application under section 17 (financial hardship – arrears in the payment of rent or mortgage) to withdraw money or transfer assets from a LIF must be made on Form FHU 2, which is a form approved by the Superintendent.

(4) An application under section 18 (financial hardship – first and last months' rent) to withdraw money or transfer assets from a LIF must be made on Form FHU 3, which is a form approved by the Superintendent.

(5) An application under section 19 (financial hardship – low income) to withdraw money or transfer assets from a LIF must be made on Form FHU 4, which is a form approved by the Superintendent.

(6) An application under section 20 (50% withdrawal privilege) to withdraw money or transfer assets from a LIF must be made on Form 5.2, which is a form approved by the Superintendent.

(7) If the Annuitant makes an application under any of the unlocking provisions referred to in subsections 12(1) to 12(6) of this Addendum, the Annuitant must provide the applicable Form to the Trustee. The Trustee is entitled to rely on the information provided by the Annuitant to permit withdrawals or transfers from the LIF.

(8) An application that meets the requirements of one of the unlocking provisions referred to in subsections 12(1) to 12(6) of this Addendum constitutes authorization to the Trustee to make a payment or transfer from the LIF in accordance with the applicable unlocking provision.

(9) Once authorized, the Trustee is required to make the payment or transfer under the applicable unlocking provision within 30 days after the Trustee receives the completed Form and accompanying documents as required.

(10) If the Annuitant is required by any of sections 13-20 of this Addendum to provide a document to the Trustee, then the document is a nullity in both of the following circumstances:
(a) If the document must be signed by the Annuitant or the Annuitant's Spouse, it is a nullity if it is signed by either of them more than 60 days before the Trustee receives it.
(b) In any other case, if the document is required under any of sections 16-19 of this Addendum, it is a nullity if it is signed or dated more than 12 months before the Trustee receives it.

(11) Where the Trustee receives a document required by any of sections 13-20 of this Addendum, the Trustee will provide the Annuitant a receipt for the document stating the date on which it was received.

**Unlocking – small amounts**

13. (1) Notwithstanding any other provisions of this Addendum, the Annuitant may apply to withdraw all the money in the LIF or transfer the assets to a registered retirement savings plan (RRSP) or RRIF if:
(a) the Annuitant is at least 55 years of age;
(b) the value of all assets in all life income funds (whether governed by Schedule 1 or 1.1), LRIFs and LIRAs owned by the Annuitant is less than 40 per cent of the Year's Maximum Pensionable Earnings (YMPE) for that calendar year; and
(c) the Annuitant provides the Trustee with a completed Form 5.

(2) The value of all assets under paragraph 13(1)(b) of this Addendum is determined using the most recent statement for each locked-in plan of the Annuitant. Each such statement must be dated within a year prior to the date the Annuitant signs the unlocking application.

(3) If assets in the LIF consist of identifiable and transferable securities, the Trustee may transfer the securities with the consent of the Annuitant.

**Unlocking – non-resident**

14. (1) Notwithstanding any other provisions of this Addendum, the Annuitant may apply to withdraw all the money in the LIF if:
(a) the Annuitant provides the Trustee with a written determination from the Canada Revenue Agency indicating that the Annuitant is a non-resident of Canada for the purposes of the Tax Act;
(b) the unlocking application under this section is made at least 24 months after the Annuitant's date of departure from Canada; and
(c) the Annuitant provides the Trustee with a completed Form 5.

**Unlocking – shortened life expectancy**

15. (1) Notwithstanding any other provisions of this Addendum, the Annuitant may apply to withdraw all or part of the money in the LIF if:
(a) at the time of the unlocking application, the Annuitant has an illness or physical disability that is likely to shorten the Annuitant's life expectancy to less than two years;
(b) the Annuitant provides the Trustee with a written statement signed by a physician licensed to practice medicine in a jurisdiction in Canada that gives an opinion confirming the Annuitant's health condition as described in paragraph 15(1)(a) of this Addendum (Part 5 of Form 5 can be used for this statement); and
(c) the Annuitant provides the Trustee with a completed Form 5.

**Unlocking – financial hardship (medical expenses)**

16. (1) Notwithstanding any other provisions of this Addendum, the Annuitant may apply to withdraw all or part of the money in the LIF if the Annuitant, the Annuitant's Spouse, or a dependant has incurred or will incur medical expenses relating to an illness or physical disability of any of them, provided that all of the following conditions are met:
(a) The unlocking application must specify the amount to be withdrawn from the LIF.
(b) The minimum amount that may be withdrawn is $500.
(c) The maximum amount that may be withdrawn is the lesser of "X" and "G" where,
i. "X" is 50 per cent of the YMPE for the year in which the unlocking application is signed; and
ii. "G" is the sum of the amount of the person's medical expenses that have been incurred and an estimate of the total amount of the person's medical expenses for the 12 months after the date on which the unlocking application is signed.
(d) The Annuitant must provide the Trustee with a completed Form FHU 1 accompanied by the following documents:
i. A statement signed by a physician or dentist, as applicable, indicating that, in the physician's or dentist's opinion, the expenses claimed are or were necessary for the person's treatment. The physician or dentist must be licensed to practice medicine or dentistry, as the case may be, in a jurisdiction in Canada. Part 5 of Form FHU 1 can be used for this statement.
ii. A copy of the receipts or the estimate to account for the total amount of the medical expenses being claimed.
(e) This unlocking application can only be made once during a calendar year in respect of a particular person.

(2) For the purposes of section 16 of this Addendum, a person is a dependant if he or she was dependant on the Annuitant or the Annuitant's Spouse for support at some time during the calendar year in which the unlocking application is signed or during the previous calendar year.

(3) For the purposes of section 16 of this Addendum, medical expenses include all of the following:
(a) Expenses for goods and services of a medical or dental nature.
(b) Expenses incurred or to be incurred for renovations or alterations to the person's principal residence, as defined in subsection 17(4) of this Addendum, and any additional expenses incurred in the construction of a principal residence made necessary by the illness or physical disability of the person.

**Unlocking – financial hardship (arrears in the payment of rent or mortgage)**

17. (1) Notwithstanding any other provisions of this Addendum, the Annuitant may, once during a calendar year, apply to withdraw all or part of the money in the LIF if:
(a) the Annuitant or the Annuitant's Spouse has received a written demand in respect of arrears in the payment of rent on the Annuitant's principal residence, and the Annuitant could face eviction if the debt remains unpaid; or
(b) the Annuitant or the Annuitant's Spouse has received a written demand in respect of a default on a debt that is secured against the Annuitant's principal residence, and the Annuitant could face eviction if the amount in default remains unpaid.

(2) The unlocking application must specify the amount to be withdrawn from the LIF.
(a) The minimum amount that may be withdrawn is $500; and
(b) the maximum amount that may be withdrawn is the lesser of "X" and "H" where,
i. "X" is 50 per cent of the YMPE for the year in which the unlocking application is signed, and
ii. "H" is, with respect to arrears in the payment of rent, the sum of the total amount of arrears of rent and the total amount of rent payable for a period of 12 months or, with respect to a default on a secured debt, the sum of the total amount of the payments that are in default and the total amount of payments due and interest payable on the debt for the 12 months after the date on which the unlocking application is signed.

(3) The Annuitant must provide the Trustee with a completed Form FHU 2 accompanied by a copy of the written demand in respect of arrears in the payment of rent or in respect of the default on the secured debt, as the case may be.

(4) For the purposes of sections 16 and 17 of this Addendum, "principal residence" means, in respect of an individual, a premises, including a non-seasonal mobile home, that is occupied by the individual as the individual's primary place of residence.

**Unlocking – financial hardship (first and last months' rent)**

18. (1) Notwithstanding any other provisions of this Addendum, the Annuitant may, once during a calendar year, apply to withdraw all or part of the money in the LIF if the Annuitant or the Annuitant's Spouse requires money to pay the first and last months' rent to obtain a principal residence for the Annuitant.

(2) The unlocking application must specify the amount to be withdrawn from the LIF.
(a) The minimum amount that may be withdrawn is $500; and
(b) the maximum amount that may be withdrawn is the lesser of "J" and "K" where,
i. "J" is 5 per cent of the YMPE for the year in which the unlocking application is signed, and
ii. "K" is the amount required for the first and last months' rent.

(3) The Annuitant must provide the Trustee with a completed Form FHU 3 accompanied by a copy of the rental agreement, if available.

(4) For the purposes of section 18 of this Addendum, "principal residence" means, in respect of an individual, a premises, including a non-seasonal mobile home, that is intended to be occupied by the individual as the individual's primary place of residence.

**Unlocking – financial hardship (low income)**

19. (1) Notwithstanding any other provisions of this Addendum, the Annuitant may, once during a calendar year, apply to withdraw all or part of the money in the LIF if the Annuitant's expected total income from all sources, before taxes, for the 12 months after the date on which the unlocking application is signed is 66 2/3 per cent or less of the YMPE for the year in which the unlocking application is signed.

(2) The unlocking application must specify the amount to be withdrawn from the LIF.
(a) The minimum amount that may be withdrawn is $500; and
(b) the maximum amount that may be withdrawn is calculated using the formula, X − L in which,
i. "X" is 50 per cent of the YMPE for the year in which the unlocking application is signed, and
ii. "L" is 75 per cent of the Annuitant's expected total income from all sources, before taxes, for the 12 months after the date on which the unlocking application is signed.

(3) The Annuitant must provide the Trustee with a completed Form FHU 4 accompanied by a statement, signed by the Annuitant, setting out the amount of the Annuitant's expected total income from all sources, before taxes, for the 12 months after the date on which the unlocking application is signed.

(4) For the purposes of section 19 of this Addendum, an Annuitant's expected total income from all sources, before taxes, does not include,
(a) a withdrawal under section 19 of this Addendum;

## Ontario Life Income Fund (LIF) Addendum (continued)

(b) a refund or repayment of taxes paid to a Canadian jurisdiction;
(c) a refundable tax credit;
(d) a refund of tax paid under the Ontario Child Care Supplement for Working Families program under section 8.5 of the Tax Act;
(e) the payment of an Ontario child benefit under section 8.6.2 of the Tax Act or under section 104 of the Taxation Act, 2007;
(f) a payment received by a foster parent under the Child and Family Services Act; or
(g) child support payments received under a court order or an agreement.

**Unlocking – 50% withdrawal privilege**

20. (1) If assets are transferred into a LIF (the "receiving fund") from a pension fund, a LIRA, a LRIF or another life income fund (whether governed by Schedule 1 or 1.1 of the Regulation) then:
(a) The Annuitant may apply to withdraw or transfer from the receiving fund an amount representing up to 50 per cent of the total market value of the assets transferred into the receiving fund, to a RRSP or RRIF.
(b) Despite paragraph 20(1)(a) of this Addendum, if an order under the *Family Law Act* (Ontario), a family arbitration award or a domestic contract is applicable, and if the assets are transferred into the receiving fund from a life income fund (whether governed by Schedule 1 or 1.1 of the Regulation) or a LRIF, the Annuitant cannot make a withdrawal or transfer described in paragraph 20(1)(a) of this Addendum unless the transfer into the receiving fund is made in accordance with the terms of the order under the *Family Law Act* (Ontario), the family arbitration award or the domestic contract, as the case may be.
(c) An application for a withdrawal or transfer described in paragraph 20(1)(a) of this Addendum must be given to the Trustee within 60 days after the assets are transferred into the receiving fund.
(d) For the application described in paragraph 20(1)(a) of this Addendum, the Annuitant must provide the Trustee with a completed Form 5.2.
(e) If assets in the receiving fund consist of identifiable and transferable securities, the Trustee may transfer the securities with the consent of the Annuitant.
(f) The total market value of the assets transferred into the receiving fund is to be determined as of the date the assets were transferred into the receiving fund.

**Death of the Annuitant – Survivor's Benefits:**

21. (1) Upon the death of the Annuitant, the Annuitant's Spouse or, if there is none or if the Spouse is otherwise disentitled, the Annuitant's named beneficiary or, if there is none, the Annuitant's estate is entitled to receive a benefit equal to the value of the assets in the LIF.
(2) The benefit described in subsection 21(1) of this Addendum may be transferred to a RRSP or a RRIF in accordance with the Tax Act.
(3) A Spouse of the Annuitant is not entitled to receive the value of the assets in the LIF unless the Annuitant was a Member or Former Member of a pension plan from which assets were transferred directly or indirectly to purchase the LIF.
(4) A Spouse of the Annuitant who is living separate and apart from the Annuitant on the date of the Annuitant's death is not entitled to receive the value of the assets in the LIF.
(5) For the purposes of subsection 21(1) of this Addendum, a determination as to whether the Annuitant has a Spouse is to be made on the date of the Annuitant's death.
(6) For the purposes of subsection 21(1) of this Addendum, the value of the assets in the LIF includes all accumulated investment earnings, including any unrealized capital gains and losses of the LIF, from the date of death until the date of payment.

22. (1) A Spouse of the Annuitant may waive the Spouse's entitlement to receive the survivor's benefit from the LIF by completing Form 4.1, a form approved by the Superintendent, and delivering it to the Trustee.
(2) A Spouse who has delivered a waiver under subsection 22(1) of this Addendum may cancel it by delivering a written and signed notice of cancellation to the Trustee before the date of the death of the Annuitant.

**Amendments**

23. (1) The Trustee will provide at least 90 days notice of a proposed amendment to the Annuitant.
(2) Notwithstanding subsection 23(1) of this Addendum, the Trustee must not amend the contract governing the LIF if the amendment would result in a reduction in the Annuitant's rights under the contract unless,
(a) the Trustee is required by law to make the amendment; and
(b) the Annuitant is entitled to transfer the existing assets in the LIF before the amendment is made.
(3) When making an amendment described in subsection 23(2) of this Addendum, the Trustee must notify the Annuitant of the nature of the amendment and allow the Annuitant at least 90 days after the notice is given to transfer all or part of the LIF assets.
(4) Notices under section 23 of this Addendum must be in writing and must be sent to the Annuitant's address as recorded in the Trustee's records.

**Information to be provided by the Trustee:**

24. (1) At the beginning of each fiscal year, the Trustee will provide the following information to the Annuitant:
(a) With respect to the previous fiscal year:
i. the sums deposited;
ii. any accumulated investment earnings, including any unrealized capital gains or losses;
iii. the payments made out of the LIF;
iv. the withdrawals taken out of the LIF; and
v. the fees charged against the LIF.
(b) The value of the assets in the LIF as of the beginning of the fiscal year.
(2) If the assets in the LIF are transferred as described in subsection 11(1) of this Addendum, the Annuitant must be given the information described in subsection 24(1) of this Addendum, determined as of the date of the transfer.
(3) Upon the death of the Annuitant, the person entitled to receive the assets in the LIF must be given the information described in subsection 24(1) of this Addendum, determined as of the date of the Annuitant's death.

Revised: Mar. 1, 2018

## Ontario Life Income Fund (LIF) Addendum (PRPP)

In accordance with Regulation 359 (General) under the Pooled Registered Pension Plans Act, 2015 (Ontario)

**Definitions**

1. The term "**Account Agreement**" refers to this Application and the Retirement Savings Plan Declaration of Trust.
2. In this Addendum the words "annuitant", "application", "Plan", "Tax Act" and "Trustee" have the meaning provided in the Retirement Savings Plan Declaration of Trust.
3. This Addendum shall form part of the Account Agreement. The provisions of this Addendum shall take precedence over any provisions to the contrary contained elsewhere in the Account Agreement, so long as those provisions do not contravene the Tax Act.
4. For the purposes of this Addendum, the term "**Pension Legislation**" refers to the following statutes and regulations:
(a) the word "**Act**" refers to the Pooled Registered Pension Plans Act, 2015 (Ontario) as amended;
(b) the phrase "**Federal Act**" refers to the Pooled Registered Pension Plans Act (Canada) as amended;
(c) the word "**Regulations**" refers to Regulation 359 (General) as amended, O. Reg. 359/16; and,
(d) the phrase "**Federal Regulations**" refers to the Pooled Registered Pension Plans Regulations, SOR/2012-294.
5. All terms used herein, unless otherwise defined in this Addendum, shall have the meaning ascribed to such terms, or otherwise provided, in the Pension Legislation.
6. Spouse means either of two persons who:
(a) are married to each other; or
(b) are not married to each other and are living together in a conjugal relationship,
i. continuously for a period of not less than three years; or
ii. in a relationship of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Family Law Act (Ontario) .
7. Notwithstanding anything to the contrary contained in this Addendum or any endorsements forming a part thereof, for the purposes of any provision of the Tax Act respecting registered retirement savings plans, "Spouse" does not include any person who is not recognized as a spouse or common-law partner under the Tax Act.
8. For the purposes of this Addendum, LIF refers to a Life Income Fund governed by the Pension Legislation, and will hereinafter be referred to in this Addendum as a "**LIF**".
9. The applicable "**Financial Hardship Provisions**" are in paragraph 41(1)(k) of the Federal Regulations, and apply in respect of any withdrawal made under paragraph 30 of this Addendum.
10. The "**Maximum Financial Hardship Amount**" is the lesser of:
(a) the amount determined by the formula "M + N", where:
i. "M" is the total amount of the expenditures that the Applicant expects to make on medical or disability-related treatment or adaptive technology for the calendar year; and,
ii. "N" is the greater of
1. zero, and
2. the amount determined by the formula, "P – Q", where:
a. "P" is 50% of the Year's Maximum Pensionable Earnings ("YMPE"); and,
b. "Q" is two thirds of the Applicant's total expected income for the calendar year determined in accordance with the Tax Act, excluding withdrawals in the calendar year from any LRSP, LIF, RLSP, or RLIF under the Financial Hardship Provision; and
(b) 50% of the YMPE for the calendar year minus any amount withdrawn in the calendar year from any LRSP, LIF, RLSP, or RLIF under the Financial Hardship Provisions.

**Establishing the LIF**

11. All contributions and investment income held in the LIF shall be subject to the restrictions under this Addendum and the Pension Legislation.
12. For greater certainty, the following rules apply:
(a) In order to qualify as the Surviving Spouse for the purposes of this Addendum, a person must be either:
i. Married to the Applicant and from whom the Applicant is not living separate and apart at the time of the Applicant's death; or,
ii. Not married to the Applicant but with whom the Applicant, at the time of the Applicant's death, was living together in a conjugal relationship,
1. continuously for a period of not less than three years, or
2. in a relationship of some permanence, if the person and the Applicant are the natural or adoptive parents of a child;
(b) The funds in the LIF, or any interest or right in such funds, shall not be surrendered or withdrawn except as permitted under section 41 of the Federal Regulations; and
(c) The funds in the LIF, or any interest or right in such funds, are exempt from execution, seizure or attachment except as specified under section 12 of the Act.
13. In addition to the restrictions set out in paragraphs 11 and 12 of this Addendum, the investments in the LIF shall be governed by, and in accordance with, the investment provisions of the Account Agreement.
14. Except as provided under section 10 of the Act or subsection 13(4) of the Regulations, the funds in the LIF shall not be assigned, charged, anticipated, or given as security, and any transaction purporting to assign, charge, anticipate or give the assets as security is void.

**Valuation**

15. For information regarding the valuation of the assets in the LIF, the Applicant shall refer to the Simplified Prospectus and the Annual Information Form for the particular investment in which the Applicant's LIF assets are invested.

**Periodic payments from the LIF**

16. Payments must begin from the LIF to the Applicant no later than the last day of the first calendar year following the year in which the LIF is established.
17. The Applicant shall, no later than November 30th of each calendar year, decide the amount to be paid out of the LIF in that year and inform the Trustee. The Trustee has no obligation to accept instructions after November 30 and will do so only in its sole discretion. If in the prior year, the Applicant had elected to receive "minimum" or "maximum" payments in that prior year, the Trustee may continue to pay the new calendar year's "minimum" or "maximum" payments to the Applicant, unless and until the Applicant gives alternate instructions to the Trustee.
18. If the Applicant has never provided the Trustee with the instructions described in paragraph 17 of this Addendum in regards to the amount to be paid out of the LIF, the Trustee will pay out of the LIF in that year, the minimum amount determined in accordance with the Tax Act.
19. For any calendar year before the calendar year in which the Applicant reaches 90 years of age, the amount of income paid out of the LIF shall not exceed the amount determined by the formula: "C/F", where:
(a) "C" is the balance in the LIF
i. at the beginning of the calendar year, or
ii. if the amount determined in subparagraph (i) is zero, at the date when the initial amount was transferred into the LIF, and
(b) "F" is the value, as at the beginning of the calendar year, of a Pension Benefit of which the annual payment is $1, payable on January 1 of each year between the beginning of that calendar year and December 31 of the year in which the Applicant reaches 90 years of age, established using an interest rate that
i. for the first 15 years after January 1 of the year in which the LIF is valued, is less than or equal to the monthly average yield on Government of Canada marketable bonds of maturity over 10 years, as published by the Bank of Canada, for the month of November before the beginning of the calendar year, and
ii. for any subsequent year, is not more than 6%.
20. For the calendar year in which the Applicant reaches 90 years of age and for all subsequent calendar

## Ontario Life Income Fund (LIF) Addendum (PRPP) (continued)

years, the amount of income paid out of the LIF shall not exceed the value of the funds held in the LIF immediately before the time of the payment.

21. For the calendar year in which the LIF is established, the amount determined in accordance with paragraphs 19 or 20 of this Addendum, as the case may be, shall be multiplied by the number of months remaining in that year and then divided by 12, with any part of an incomplete month counting as one month.
22. If, at the time the LIF was established, part of the LIF was composed of funds that had been held in another LIF of the Applicant earlier in the calendar year in which the LIF was established, the amount determined in accordance with paragraphs 19 or 20 of this Addendum, as the case may be, is deemed to be zero in respect of that part of the LIF for that calendar year.
23. The Trustee shall advise the Applicant in writing at the beginning of the calendar year, of the minimum that must be paid and the maximum that may be paid in respect of the calendar year.
24. Payments shall be made from each LIF as one aggregate annual amount or may be paid out in periodic payments. There must be at least one payment in each calendar year, except the initial calendar year. The Trustee shall make payment(s) in accordance with the Applicant's written instructions.
25. The Trustee shall surrender sufficient assets from each LIF in order to make the payment(s) to the Applicant.

**Transferring assets from the LIF**

26. Subject to any restrictions imposed by the Tax Act, the funds in the LIF may only be:
    (a) transferred to another LIF subject to the same Applicable Legislation;
    (b) transferred to an RLIF subject to the same Applicable Legislation, so long as the transfer occurs no sooner than the calendar year in which the Applicant reaches 55 years of age, or such other age as identified under paragraph 40(1)(l) of the Federal Regulations, as applicable;
    (c) transferred to a LIRA subject to the same Applicable Legislation; or,
    (d) used to purchase an immediate life annuity or deferred life annuity.

**Conversion to a life pension**

27. For the purposes of the purchase of an immediate or deferred life annuity referred to in paragraph 26(d) of this Addendum:
    (a) Where a pension benefit credit transferred into the LIF was not varied according to the sex of the plan member, an immediate or deferred life annuity purchased by the funds accumulated in the LIF shall not differentiate as to sex, and
    (b) A pension benefit transferred into the LIF will be deemed to have been determined in a manner that did not differentiate on the basis of the sex of the beneficiary, unless the Applicant furnishes the Trustee with information to the contrary.

**Withdrawals from the LIF – Shortened life expectancy**

28. The funds in the LIF may be paid to the Applicant in a lump sum if a physician certifies that, owing to mental or physical disability, the life expectancy of the Applicant is likely to be considerably shortened, and the Applicant provides the Trustee with such certification.

**Withdrawals from the LIF – Small accounts**

29. In the calendar year in which the Applicant reaches 55 years of age or in any subsequent calendar year, the funds may be paid to the Applicant in a lump sum if:
    (a) the Applicant certifies that the total value of all assets in all LRSP s, LIFs, RLSPs, and RLIFs that were created as a result of the transfer pursuant to the Account Agreement, a transfer from another PRPP under section 50, 53, or 54 of the Federal Act or a transfer authorized by the Federal Regulations is less than or equal to 50% of the YMPE; and,
    (b) the Applicant applies, on a form approved by the Superintendent, to the financial institution with which the arrangement for the LIF was entered into, containing the following items:
        i. A certification that the information provided on the form is complete and accurate;
        ii. An indication whether the Applicant has a spouse as of the date of the application and, if so, whether the Applicant is living separate and apart from such spouse on that date; and,
        iii. If the Applicant has a spouse from whom the Applicant is not living separate and apart as of the date of the application, a consent by such spouse to the payment of funds.

**Withdrawals from the LIF – Financial hardship**

30. The Applicant may withdraw an amount up to the "Maximum Financial Hardship Amount":
    (a) if the Applicant certifies that the Applicant has not made a withdrawal in the calendar year from any LRSP, LIF, RLSP, or RLIF under the Financial Hardship Provisions, other than within the last 30 days before this certification,
    (b) if,
        (A) in the event that the value of "M" in the definition of the Maximum Financial Hardship Amount is greater than zero,
            i. the Applicant certifies that the Applicant expects to make expenditures on medical or disability-related treatment or adaptive technology for the calendar year in excess of 20% of the Applicant's total expected income for that calendar year determined in accordance with the Income Tax Act, excluding withdrawals in the calendar year from any LRSP, LIF, RLSP, or RLIF under the Financial Hardship Provisions, and
            ii. a physician certifies that such medical or disability-related treatment or adaptive technology is required, or
        (B) the Applicant's expected income for the calendar year determined in accordance with the Income Tax Act — other than any amount withdrawn under the Financial Hardship Provisions within the last 30 days before the day on which the certification is made — is less than 75% of the Year's Maximum Pensionable Earnings, and
    (c) if the Applicant applies, on a form similar to that described above at paragraph 29(b), with necessary modifications, to the financial institution with which the arrangement for the LIF was entered into.

**Withdrawals from the LIF – Non-residency**

An Applicant who has ceased to be a resident of Canada for at least two years may withdraw any amount from the Applicant's LIF.

**Withdrawals from the LIF – Marriage breakdown**

31. The value of the assets in the LIF are subject to division in accordance with the terms of an order under Part I (Family Property) of the Family Law Act, a family arbitration award or domestic contract, provided that such order, award or contract is ineffective to the extent that it purports to entitle the Applicant's Spouse, or former Spouse, to the transfer of a lump sum that exceeds 50% of the value of the assets of the LIF determined as of the family law valuation date.

**Death of Applicant – Surviving Spouse benefits**

32. On the death of the Applicant and upon the receipt by the Trustee of any documentation that may reasonably be required, the funds in the LIF shall be paid as follows:
    (a) to the Surviving Spouse of the Applicant, by:
        i. transferring the LIF assets to another LIF or RLIF subject to the same Pension Legislation,
        ii. using the LIF assets to purchase an immediate life annuity or deferred life annuity, or
        iii. transferring the LIF assets to an LRSP subject to the same Pension Legislation; or
    (b) If the Applicant appointed a beneficiary and there is no Surviving Spouse, transferring the LIF assets to the Applicant's beneficiary; or,
    (c) if the Applicant did not designate a beneficiary and there is no Surviving Spouse, transferring the LIF assets to the Applicant's estate.

**Amending the Addendum**

33. This Addendum is subject to all applicable legislation, as may be amended from time to time, which will prevail over any inconsistent or conflicting provisions in the Addendum.

**Other**

34. No money that is not locked in under the Pension Legislation will be transferred to or held under the LIF.

Revised: Mar. 1, 2018

## Quebec Life Income Fund (LIF) Addendum ("Addendum")

For locked-in pension transfers to a life income fund (LIF) pursuant to the *Supplemental Pension Plans Act* (Québec)

Upon receipt of locked-in pension assets pursuant to the *Supplemental Pension Plans Act* (Québec), B2B Trustco and the Annuitant agree, further to the Retirement Income Fund Declaration of Trust and the Locking-in Supplement for a LIF, RLIF, PRIF or LRIF that form part of this B2B Bank Intermediary Services Inc. Account Application, as follows:

1. **Pension Legislation**. For the purposes of this Addendum, the word "Act" means the *Supplemental Pension Plans Act* (Québec) and the word "Regulation" means the *Regulation Respecting Supplemental Pension Plans* made under the Act, as they may be amended from time to time.
2. **Definitions**. All terms in this Addendum which are used in the Act or Regulation have the same meaning as under the Act or the Regulation. All terms in this Addendum which are used in the B2B Bank Intermediary Services Inc. Account Application ("**Application**") of which this Addendum forms a part, including but not limited to the Retirement Income Fund Declaration of Trust ("**RIF Declaration of Trust**") and the Locking-in Supplement for a LIF, RLIF, PRIF or LRIF ("**LIF Locking-in Supplement**"), have the same meaning as under the Application. In this Addendum, "Carrier" means B2B Trustco, "Plan" has the same meaning given to "your Plan" in the RIF Declaration of Trust and "Annuitant" means the applicant/annuitant as defined under the Declaration of Trust and the Application.
3. **Compliance**. The Plan shall at all times comply with the provisions of the Act, the Regulation, and the *Income Tax Act* (Canada) with respect to retirement savings plans. This Addendum forms part of the RIF Declaration of Trust.
4. **Precedence**. This Addendum is to be read together with the LIF Locking-in Supplement that forms part of the Application. In the event that any provision of the LIF Locking-in Supplement, the RIF Declaration of Trust, or any other part of this Application conflict or are incompatible with this Addendum, the provisions of this Addendum shall prevail to the extent necessary to resolve the conflict or incompatibility.
5. **Spouse**. Notwithstanding anything to the contrary contained in the Plan, the RIF Declaration of Trust, the LIF Locking-in Supplement, any part of the Application, this Addendum or any endorsements forming a part thereof,
    (a) for the purposes of the Plan, the word "spouse" has the meaning given by section 85 of the Act, and
    (b) for the purposes of any provision of the *Income Tax Act* (Canada) respecting registered retirement savings plans, "spouse" does not include any person who is not recognized as a spouse or common-law partner under the *Income Tax Act* (Canada).

    Spousal status is established on the day on which payment of the pension of the Annuitant, referred to in section 13 hereof, begins or on the day preceding the death of the Annuitant, whichever comes first.
6. **Establishment of the Plan**. The only sums that may be transferred into the Plan are the sums originating, directly or initially, from one or more of the following:
    (a) A supplemental pension plan governed by the Act or an act emanating from a legislative authority other than the Parliament of Quebec and granting entitlement to a deferred pension;
    (b) a supplemental pension plan established by an act emanating from the Parliament of Québec or from another legislative authority;
    (c) the locked-in account of a voluntary retirement savings plan ("**VRSP**") governed by the *Voluntary Retirement Savings Plans Act* (Québec);
    (d) the locked-in account of an equivalent VRSP governed by an act emanating from a legislative authority other than the Parliament of Québec, provided the member joins that plan as part of his employment;
    (e) a life income fund referred to in section 18 of the Regulation;
    (f) a locked-in retirement account referred to in section 29 of the Regulation;
    (g) an annuity contract referred to in section 30 of the Regulation.

    Any transfer into the Plan must be on a tax deferred basis under the *Income Tax Act* (Canada).
7. **Fiscal Year**. The fiscal year of the Plan must end on 31 December of each year and may not exceed 12 months.
8. **Payment**.

    8.1 The amount of the income paid during a fiscal year must, subject to the Minimum Amount referred to in subparagraph 8.2 and, if applicable, the Maximum Amount referred to in subparagraph 8.3 of this Addendum, be set by the Annuitant each year.

    8.2 The amount of the income paid from the Plan during the fiscal year may not be less than the minimum amount ("the **Minimum Amount**") prescribed by the *Income Tax Act* (Canada), determined on the basis of the Annuitant's age. That amount may be determined on the basis of the age of the Annuitant's spouse where he or she is younger than the Annuitant. If for any reason the Maximum Amount is less than the Minimum Amount, the Minimum Amount shall prevail.

    8.3 The amount of income paid from the Plan to an Annuitant under 55 years of age during a fiscal year of the Plan may not exceed the amount "M" (the "**Maximum Amount**") in the following formula:

    M = A + E, where

    "**A**" represents the maximum temporary income for the fiscal year determined in accordance with section 20.5 of the Regulation or, if no amount was determined, the figure zero; and
    "**E**" represents the maximum income determined in accordance with the following formula:

    E = (F x C) – A, where

    "**F**" represents the rate prescribed for a year, established in accordance with section 21 of the Regulation;
    "**C**" represents the balance of the Plan at the beginning of the fiscal year, increased by any sums transferred to the Plan after that date and reduced by any sums originating directly or not during the same year from a life income fund of the Annuitant or from a supplemental pension plan that offers variable benefits referred to in subdivision 3 of Division II.1 of the Regulation;
    The amount "E" may not be less than zero.
9. **Prescribed Rate.** The prescribed rate mentioned in F of paragraph 8 of this Addendum will be determined on the basis of the month-end, nominal interest rate earned on long-term bonds issued by the Government of Canada for the month of November preceding the beginning of the fiscal year, as compiled by Statistics Canada and published in the Bank of Canada Banking and Financial Statistics, Series V122487 in the CANSIM system, by applying successively to that rate the following adjustments:

(a) the conversion of the interest rate, based on interest compounded semi-annually, to an effective annual interest rate;
(b) an increase of 2.75% of the effective interest rate;
(c) the rounding of the effective interest rate to the nearest multiple of 0.25%.

10. **Default Payment Option** (Annuitant 55 years old or over**)**. If the Annuitant: (i) elected to receive the maximum income payment for the preceding year; and (ii) is currently 54 years of age and turning 55 during the fiscal year, the Annuitant will continue to receive their current maximum income, as an elected payment, for the entire fiscal year. Nonetheless, if the Annuitant provides written instructions to the Trustee to pay a different amount from or after their 55th birthday, then that amount will be applied. For the following fiscal year, when the Annuitant has turned 55 years of age, if the Annuitant did not provide written instructions to the Trustee to change their maximum income amount, the amount of income payable from the Plan will automatically be updated to the estimated life income amount determined based on the formula set out in paragraph 11. The estimated life income amount will be recalculated and updated yearly. Such payment could therefore vary from year to year, and the amount may vary due to withdrawals made and returns throughout the year.
For greater certainty, the foregoing will only apply if the Annuitant does not provide written instruction to the Trustee regarding the payments to be made once they reach age 55. As soon as the Annuitant reaches 55 years of age during the fiscal year, they may elect to be paid all or part of the balance of the Plan in one or more instalments unless the term of the investments has not expired. Such Annuitant can make the request to the Trustee at any time in the fiscal year during which they reach age 55 and such payment is to be made regardless of the amount of income or temporary income received by the Annuitant for the fiscal year.
11. **Estimated Life Income Amount** (Annuitant 55 years old or over)**.**
The estimated amount of life income that may be provided with the Plan to the Annuitant who is 55 years old or over is equal to "N" in the following formula:

D/T = N, where

"**D**" represents the balance of the fund on the date of the estimate;
"**T**" represents the commuted value, at the beginning of the fiscal Year of the fund, of the annual retirement pension of $1, payable on 1 January of each year included in the period from the beginning of the fiscal year to 31 December of the year in which the Annuitant reaches 95 years of age; that value is determined on the basis of the month-end, nominal interest rate earned on long-term bonds issued by the Government of Canada for the month of November preceding the beginning of the Fiscal Year, as compiled monthly by Statistics Canada and published in the Bank of Canada Banking and Financial Statistics, Series V122487 in the CANSIM system, by applying successively to that rate the following adjustments:
(1) the conversion of the interest rate referred to in element "T", based on interest compounded semi-annually, to an effective annual interest rate;
(2) an increase of 1.10% of the effective interest rate;
(3) the rounding of the effective interest rate to the nearest multiple of 0.25%.
The amount "N" may not be lower than the lower limit determined in accordance with the Regulation.
For Annuitant aged 95 years or over, element "T" is equal to 1.
Despite the estimated amount of life income determined above, all or part of the balance of the Plan may, unless the term of the investments has not expired, be paid in one or more instalments, on request to the Trustee made at any time for the current fiscal year and such payment is made, as applicable, regardless of the amount of the life income or of the payment in one or more instalments determined or received by the Annuitant for the fiscal year. The amount is an estimate, and it may vary because of withdrawals made and returns on the Plan.
12. **Right to a Temporary Income for an Annuitant under Age 55**. An Annuitant who is less than 55 years of age at the time of the application may receive, during a given fiscal year, all or part of the balance in the Plan in the form of a temporary income payable in monthly payments, none of which may exceed one-twelfth (1/12) of the difference between the following amounts:
None of the monthly payments may exceed one twelfth of the difference between the following amounts:
(1) 50% of the Maximum Pensionable Earnings determined, for the year in which payment is made, pursuant to the Act respecting the Québec Pension Plan;
(2) 100% of the Annuitant's income for the twelve (12) months that follow, excluding the temporary income payable by the Plan for the year in which payment is made.
and the following conditions apply:
The income of the Annuitant for the 12 months that follow, excluding the income provided for in section 19.2 or the Regulation, may not exceed the amount set out in subparagraph 1 above.
The Annuitant must present to the Trustee an application to this effect, accompanied with a declaration in conformity with the one prescribed in Schedule 0.5 of the Regulation and the Annuitant's written undertaking to request a suspension of payments as soon as the Annuitant's income, excluding the income paid by the Plan, reaches the amount set out in subparagraph 1 above.
Temporary income may not be paid to the Annuitant where the Annuitant has requested a suspension of payments nor after the end of the year in which the Annuitant reaches 55 years of age.
Annuitant who is entitled to receive the income referred to in section 19.2 of the Regulation and who is a member or spouse who has become entitled to a pension under a supplemental pension plan may, for the purposes of replacing such pension by a temporary income, apply once a year for the transfer from the pension plan to the Fund of an amount equal to the lesser of the following amounts:
Annuitant who is entitled to receive the income referred to in section 19.2 of the Regulation and who is a member or spouse who has become entitled to a pension under a supplemental pension plan may, for the purposes of replacing such pension by a temporary income, apply once a year for the transfer from the pension plan to the Fund of an amount equal to the lesser of the following amounts:
i) the additional amount required for the balance of the Fund to allow, until the end of the year, the payment of the monthly payments provided for in the first paragraph of section 19.2 of the Regulation, and
ii) the value of the Annuitant's benefits under the plan.
13. **Conversion to Life Pension**. Except as otherwise provided in this Addendum, all or part of the balance of the Plan may be converted into a life pension guaranteed by an insurer and established for the duration of the life of the Annuitant only upon the following conditions:
(a) the insurer guarantees payment of that pension in periodic, equal amounts that may not vary unless each of them is uniformly increased in accordance with an index or rate provided for in the annuity contract that conforms with the adjustments permitted by the *Income Tax Act* (Canada) or uniformly adjusted by reason of a seizure effected on the Annuitant's benefits, a redetermination of the Annuitant's pension, a partition of the Annuitant's benefits in favour of his spouse, the payment of a temporary pension in accordance with the conditions provided for in section 91.1 of the Act or the option provided for in subparagraph 3 of the first paragraph of section 93 of the Act, and
(b) in the event of the death of an Annuitant who is a former member or a member, the insurer guarantees to the Annuitant's spouse who has not waived it a life pension equal to at least 60% of the amount of Annuitant's pension, including, during the replacement period, the amount of any temporary pension.
14. **Death of Annuitant**. Where the Annuitant who is a former member or a member dies before conversion of the total balance of the Plan into a life pension, his or her spouse or, failing that, his or her successors are, entitled to a benefit of which the amount is equal to the balance.
15. **Waiver of Death Benefits or Joint Life Pension**. The spouse of the Annuitant who is a former member or beneficiary may, by giving notice in writing to the Carrier, waive his or her entitlement to receive the pension benefit provided for in paragraph 14 above or the life pension provided for in subparagraph 13(b) of this Addendum and may, in the case of the pension benefit, revoke such a waiver by giving notice in writing to the Carrier to that effect before the death of the Annuitant and, in the case of the life pension, before the date of conversion, in whole or in part, of the life income fund.
16. **Marital Breakdown**. The spouse of the Annuitant who is a former member or a member ceases to be entitled to the pension benefit provided for in subparagraph 13(b) of this Addendum upon separation from bed and board, divorce, nullity of marriage, nullity or dissolution of a civil union or, in the case of a spouse who is not a married or civil union spouse, upon cessation of the conjugal relationship, unless the Annuitant has transmitted to the Carrier the notice provided for in section 89 of the Act.
17. **Seizure for Unpaid Alimony**. The seizable portion of the balance of the Plan may be paid in a lump sum in execution of a judgment rendered in favour of the Annuitant's spouse that gives entitlement to a seizure for unpaid alimony. An amount payable pursuant to such a judgment is to be paid to the spouse upon receipt of proper documentation by the Carrier, regardless of the term of any investment. The Annuitant will have no further claim or entitlement to any pension respecting the amount paid and the Carrier is not liable to any person by reason of having made payment pursuant to such seizure.
18. **Transfers Out of the Plan**. The Annuitant may transfer, at any time before the conversion of the total balance of the Plan into a life pension as provided under paragraph 13 of this Addendum, all or part of the balance of the Plan into:
(a) a supplemental pension plan governed by the Act or an act emanating from a legislative authority other than the Parliament of Québec and granting entitlement to a deferred pension;
(b) a supplemental pension plan established by an act emanating from the Parliament of Québec or from another legislative authority;
(c) a locked-in account of a voluntary retirement savings plan ("**VRSP**") governed by the *Voluntary Retirement Savings Plans Act* (Québec);
(d) a locked-in account an equivalent VRSP governed by an act emanating from a legislative authority other than the Parliament of Québec, provided the member joins that plan as part of his employment;
(e) a life income fund referred to in section 18 of the Regulation;
(f) a locked-in retirement account referred to in section 29 of the Regulation; or
(g) an annuity contract referred to in section 30 of the Regulation, unless the agreed to term of the investments has not expired. The transfer may, at the option of the Carrier and unless otherwise stipulated, be effected by remittance of the investment securities held in the Plan. Any transfer out of the Plan must be on a tax deferred basis under the *Income Tax Act* (Canada).
No amount payable from the Fund may be transferred to a registered retirement savings plan, a registered retirement income fund or the non locked-in account of a voluntary retirement savings plan governed by the Voluntary Retirement Savings Plans Act (Quebec).
19. **Valuation of the Plan**. On any given day, the value of the Plan will be determined based on the value of the assets held in the Plan at the close of business on that day net of any fees or expenses properly chargeable to the Plan.
20. **Statements**. The Plan Carrier will provide account statements containing the information required by sections 24 to 26 of the Regulation at the times prescribed therein.
21. **Carrier's Responsibility**. If the income paid to the Annuitant during a fiscal year of the fund exceeds the maximum amount that may be paid to him or her in accordance with the provisions of the contract or the Regulation, the Annuitant may, unless the payment is attributable to a false declaration by him or her, require that the Carrier pay him or her, as a penalty, a sum equal to the surplus income paid. Should the Carrier provide or be required to make a payment to the Annuitant pursuant to this paragraph 21, the Annuitant or the Planholder's heirs and/or legal representatives will indemnify and hold harmless the Carrier to the extent that assets of the Plan were received by or accrued to the benefit of any recipient.
22. **Amendments**. The Carrier may not make any amendment that would have the effect of reducing benefits under the contract unless, before the date of the amendment, the Annuitant has the right to transfer the balance of the Plan and receives, not less than 90 days before the date on which he or she may exercise that right, a notice indicating the nature of the amendment and the date from which he or she may exercise that right. The transfer may, at the option of the Carrier and unless otherwise stipulated, be effected by remittance of the investment securities held in the Plan. The Carrier may not, except to fulfil requirements under law, make any amendment other than that provided for in this paragraph 22 without having previously notified the Annuitant.
The Carrier may amend the agreement only to the extent that it remains in conformity with the standard contract amended and registered with Retraite Québec.
23. **Assignment and Seizure**. Subject to splitting between the Annuitant and his or her spouse in accordance with a judgment rendered under the provisions of the *Civil Code of Québec* or unless otherwise provided by the Act, the Regulation, this Addendum or other law, the following amounts may not be assigned in whole or in part, charged, alienated, anticipated, given as security or subjected to execution, seizure or attachment:
(a) any amounts transferred into the Plan under paragraph 6 of this Addendum, with accrued interest;
(b) any amounts transferred to the Plan of a spouse which were awarded to the spouse following partition or any other transfer of benefits effected pursuant to Chapter VIII of the Act, with accrued interest, and the benefits deriving from such amounts; and
(c) all amounts refunded or pension benefits paid under the Plan or the Act,
and any transaction purporting to do so is void, except insofar as such amounts derive from additional voluntary contributions or represent a portion of the surplus assets allocated after termination of a pension plan.
24. **Investments**. Assets in the Plan shall be invested in accordance with the provisions of the RIF Declaration of Trust to which this Addendum is attached.
25. **All Payments**. All transfers and other payments under this Addendum (except a payment under paragraph 17) are subject to the terms of the investments under the Plan and are subject to the withholding of any applicable tax and the deduction of all proper expenses and charges.
26. **Headings and Renumbering**. Headings in this Addendum are for ease of reference only and do not affect its interpretation. If any provision of the Pension Legislation or income tax legislation referred to in this Addendum is renumbered due to a change in law, then that reference is considered to be updated to reflect the renumbering.
27. **Conflict between Legislation and this Addendum**. If there is a conflict between any applicable Pension Legislation or income tax legislation and this Addendum, such income tax legislation shall prevail to the extent necessary to resolve the conflict.
28. **Governing Law**. This Addendum shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada.

**THE FOLLOWING MUST BE COMPLETED**:

**Type of Annuitant**. The Annuitant represents to the Carrier that the Annuitant is (Please check one box):

☐ a member or former member of the registered pension plan from which the assets originated;

☐ a surviving spouse or former spouse of a member or former member of the registered pension plan from which the assets originated.

Revised: Febuary 28, 2025

## Saskatchewan - Prescribed Retirement Income Fund (PRIF) Addendum

**DEFINITIONS**

1. "**Act**" means *The Pension Benefits Act*, 1992 of Saskatchewan, as changed or replaced from time to time;
2. "**Regulations**" means *The Pension Benefits Regulations*, 1993 in force under the Pension Act, as changed or replaced from time to time;
3. A "**PRIF**" means a Prescribed Retirement Income Fund contract governed by the Act and the Regulations.

Any term in the Addendum has the meaning provided in the Act and the Regulations.

**RRIF**

4. The Trustee will maintain the Fund as an RRIF according to the requirements of the Act, the Regulations and the *Income Tax Act* (Canada).

**Establishing the PRIF**

5. The Trustee shall not enter into a PRIF except with respect to money transferred from:
   (a) A locked-in retirement account contract as defined in section 29 of the Regulations;
   (b) A life income fund contract that was entered into before the repeal of section 30 of the Regulations;
   (c) A locked-in retirement income fund contract that was entered into before the repeal of section 31 of the Regulations;
   (d) Another PRIF;
   (e) A plan, as a transfer pursuant to Section 32 of the Act;
   (f) A policy, as defined by section 42 of the former Regulations;
   (g) The Saskatchewan Pension Plan established by *The Saskatchewan Pension Plan Act*;
   (h) A pooled registered pension plan;
   (i) A pooled retirement savings account contract; or
   (j) A pooled retirement income account contract.
6. Where money in the PRIF is paid out contrary to the Act or Section 29.1 of the Regulations, the Trustee will provide or ensure the provision of an amount that would have been provided pursuant to the PRIF if the money in the PRIF had not been paid out.
7. No money will be transferred to the PRIF unless
   (a) either
      i. the Applicant is at least 55 years of age, or
      ii. where the Applicant provides evidence to the satisfaction of the Trustee that the plan or any of the plans from which money is to be transferred provides for retirement at an earlier age, the Applicant has attained that earlier age, and
   (b) a consent to transfer in Form 1 or Form 1.1 of the Appendix to the Regulations has been signed by the spouse and filed with one of the following, as the case may require:
      i. the issuer, in the case of a locked-in retirement account contract mentioned in paragraph 5(a) of this Addendum;
      ii. the carrier, in the case of a life income fund contract mentioned in paragraph 5(b) of this Addendum;
      iii. the carrier, in the case of a locked-in retirement income fund contract mentioned in paragraph 5(c) of this Addendum;
      iv. the administrator, in the case of a pension plan mentioned in paragraph 5(e) of this Addendum;
      v. the issuer, in the case of a policy mentioned in paragraph 5(f) of this Addendum;
      vi. the Saskatchewan Pension Plan Board of Trustees, in the case of the Saskatchewan Pension Plan;
      vii. the administrator of the pooled registered pension plan, in the case of a pooled registered pension plan mentioned in paragraph 5(h) of this Addendum;
      viii. the issuer, in the case of a pooled retirement savings account contract mentioned in paragraph 5(i) of this Addendum.
8. Notwithstanding the other provisions of this Addendum, the Trustee may accept a transfer of moneys into the PRIF from any of the sources mentioned in paragraph 7 of this Addendum, from a contract that is not prescribed as a retirement plan for the purposes of clause 32(2)(d) of the Act or from an RRSP if:
   (a) the *Income Tax Act* (Canada) permits the transfer; and
   (b) in the case of a transfer from any of the sources mentioned in paragraph 7 of this Addendum, the requirements of paragraph 7(b) of this Addendum have been met.

**Transferring assets from the PRIF**

9. To the extent permitted by the *Income Tax Act* (Canada), the Applicant may transfer all or part of the money in the PRIF:
   (a) To another PRIF;
   (b) To a locked-in retirement account contract;
   (c) To purchase a life annuity contract that meets the requirements of section 34 of the Act;
   (d) To a plan that:
      i. provides for the payment of variable benefits in accordance with section 29.2 of the Regulations; and
      ii. permits the transfer.
   (e) To a pooled retirement savings account contract on the conditions set out in subsection 16(9) of *The Pooled Registered Pension Plans (Saskatchewan) Regulations*; or
   (f) To a pooled retirement income account contract on the conditions set out in subsection 17(7) of *The Pooled Registered Pension Plans (Saskatchewan) Regulations*:

**No assignments**

10. In accordance with section 63 of the Act:
    (a) the money in the PRIF may not be assigned , charged, alienated or anticipated and is exempt from execution, seizure or attachment, and
    (b) any transaction that purports to assign, charge, alienate or anticipate the money in the PRIF is void.

**Marriage breakdown**

11. The PRIF is subject, with any necessary modification, to the division on spousal relationship breakdown provisions in Part VI of the Act.

**Maintenance orders**

12. Pursuant to section 50 of the Act, the money in the PRIF is subject to attachment for the purpose of enforcing a maintenance order as defined in *The Enforcement of Maintenance Orders Act* (Saskatchewan).
13. For the purposes of clause 50(2)(a) of the Act, where an amount has been attached pursuant to *The Enforcement of Maintenance Orders Act* (Saskatchewan), the Trustee shall deduct from the money in the PRIF an amount, not to exceed $250, that reasonably represents the cost to the Trustee of complying with the attachment.

**Death of applicant**

14. On the death of the Applicant who was a member of the plan or a member of the pooled registered pension plan from which the money was transferred, either directly or indirectly, the balance of the money in the PRIF, to the extent permitted by the *Income Tax Act* (Canada), shall be paid:
    (a) Where the Applicant had a spouse at the date of death who survives the Applicant for 30 days or more, to the surviving spouse unless a spouse's waiver in Form 2 of the Appendix to the Regulations has been signed by the spouse and filed with the Trustee, or
    (b) Where there is no surviving spouse, where the surviving spouse does not survive the Applicant for 30 days or more or where the surviving spouse has signed a spouse's waiver in Form 2 of the Appendix to the Regulations and the waiver has been filed with the Trustee, to a designated beneficiary, or if there is no designated beneficiary, to the personal representative of the Applicant's estate in his or her representative capacity.

**Amending the Addendum**

15. This Addendum is subject to all applicable legislation, as may be amended from time to time, which will prevail over any inconsistent or conflicting provisions in the Addendum.

Revision date:
November 29, 2017

## National Instrument 54-101 Explanation to Clients

As a non-registered securityholder of a corporation or other issuer, you have the same right as a registered holder to vote at annual and special meeting of that issuer. As your securities are not registered in your name, B2B Bank Intermediary Services Inc. may provide material directly to you or may, unless you object, provide the issuer with your name, address and extent of security ownership so that the issuer can provide material directly to you. The issuers of the securities in your account do not know the identity of the beneficial owner of these securities. We are required under securities law to obtain your instructions concerning various matters relating to your holding of securities in your account.

**Receiving Securityholder Materials**

You have the right to receive proxy-related materials sent to registered securityholders by reporting issuers in connection with securityholders meetings; among other things, this permits you to receive the necessary information to allow you to have your securities voted in accordance with your wishes at a securityholder meeting. In addition, reporting issuers may choose to send other securityholder materials to beneficial owners, although they are not obliged to do so.

Securities law permits you to decline to receive securityholder materials. The three types of materials that you may decline to receive are:

(a) proxy-related materials, including annual reports and financial statements, that are sent in connection with a securityholder meeting;
(b) annual reports and financial statements that are not part of proxy-related materials; and
(c) materials that a reporting issuer or other person or company sends to securityholders that are not required by corporate or securities law to be sent to registered securityholders.

**Disclosure of Beneficial Ownership Information**

Securities law permits reporting issuers and other persons and companies to send materials related to the affairs of the reporting issuer directly to beneficial owners of the issuer's securities if the beneficial owners do not object to having information about them disclosed to the reporting issuer or other persons and companies. Part 2 allows you to tell us if you OBJECT to the disclosure by us to the reporting issuer or other persons or companies of your name, address and securities holdings and preferred language.

If you DO NOT OBJECT to the disclosure of your beneficial ownership information, please mark the first box in Part 2 of the form. In those circumstances, you will not be charged with any costs associated with sending securityholder materials to you.

If you OBJECT to the disclosure of your beneficial ownership information by us, please mark the second box in Part 2 of the form. If you do this, all materials to be delivered to you as a beneficial owner of securities will be delivered by us.

**Contact**

If you have any questions or want to change your instructions in the future, please contact your Advisor. If you wish to change your instructions, you must do so in writing.

**Preferred Language of Communication**

The language preference selection located on page 1 of this account application allows you to tell us your preferred language of communication.

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## Pre-authorized debit (PAD)Terms and Conditions

a) **By signing this application, you hereby waive any pre-notification requirements under Payments Canada's Rule H1 regarding the amount or amounts and the due date or dates of debits in your account, and regarding each time a change is made to the amounts or to the due dates of the said debits.**

b) You authorize B2B Bank Intermediary Services Inc. ("B2BBISI") 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 Payments Canada definition. If this is for business purposes, it will be considered a Business 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 a form for a reimbursement claim or for more information on your recourse rights, you may contact your financial institution or visit www.payments.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 B2BBISI 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 Payments Canada website at www.payments.ca. B2BBISI may also cancel this agreement and stop issuing pre-authorized debits to the account described above, subject to 10 days written notice to you.

g) You authorize B2BBISI to accept changes to this agreement from your registered dealer or your advisor in accordance with the policies of B2BBISI, in accordance with the disclosure and authorization requirements of the Payments Canada.

h) You agree that the information in this application 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 acknowledge receiving a copy of this agreement and expressly waive the right to receive any other form of confirmation of this pre-authorized debit agreement prior to the first pre-authorized debit.

k) If the language preference selected in your Application is English, you have requested this application form and all other documents related hereto to be in English. Si la préférence linguistique choisie dans votre demande est l'anglais, vous avez exigé que ce formulaire de demande et tous les documents y afférent soient rédigés en anglais.

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## Trusted Contact Person – Additional Information

By signing this Application form, you understand and agree that:

Only the information necessary to discuss the concerns about you and assist you may be disclosed to your Trusted Contact Person(s). This could include, but is not limited, to medical information, details of your personal life, financial holdings and transactions.

A temporary hold on transactions may be placed by the dealer or advisor for the time that is necessary to address the situation and concerns about you. You will be notified if such a hold is placed.

The dealer or advisor will first contact the Primary Trusted Contact Person. The Alternate Trusted Contact Person will be contacted in the event the Primary Trusted Contact Person refuses, is unable or unavailable to assist or is suspected of financially exploiting or mistreating you.

You will be solely responsible of notifying you Trusted Contact Person(s) of this appointment, the circumstances under which they may be contacted and the fact that you have given their contact information to the dealer or advisor. You confirm that you are duly authorized by your Trusted Contact Person(s) to do so.

Only you may revoke this consent or change your Trusted Contact Person(s) at any time by notifying in writing the dealer or advisor.

Your Trusted Contact Person(s) cannot execute any transactions, make any financial decisions or act on your behalf.

The dealer or advisor may contact your Trusted Contact Person(s) should one of the situations mentioned in the Trusted Contact Person Information section in this Application form occur, but they are not legally obligated to do so and cannot be held in any way responsible for not doing so.

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## Deposit Terms and Conditions

B2B Bank and B2B Trustco, accept deposits including, but not limited to Guaranteed Investment Certificates (the "Term Deposit(s)"), and deposit accounts (the "Non-Term Deposit(s)"). Term Deposit(s) and Non-Term Deposit(s) are herein collectively referred to as "Deposit". B2B Bank and B2B Trustco are member institutions of the Canada Deposit Insurance Corporation ("CDIC"). Go to b2bbank.com for a current list of our Deposits, information on our complaint resolution process, our privacy protection notice and interest rates.

The following terms and conditions (the "Terms and Conditions") apply to all Deposits. Throughout these Terms and Conditions, "you" and "your" means you as the depositor and/or co-depositor(s) and "we", "us" and "our" means B2B Bank or B2B Trustco. "Dealer" means an individual or entity acting as an agent for B2B Bank or B2B Trustco in connection with your Deposit, as well as your investment advisor, broker or dealer. "Application" means the account application form to which these Terms and Conditions are attached.

(a) **Deposits**
The principal amount of the Deposit shall be held or invested by B2B Bank and/or any of its affiliates (including their respective successors and assigns).

(b) **Interest Calculation and Payment**

(i) **Cash Deposit(s) and Non-Term Deposits(s)**
We agree to pay you interest monthly on the day following and for the period which has elapsed since and including the date on which interest was last paid (in the case of a Cash Deposit(s) provided that any interest is payable according to the deposit rates posted on our website). Interest is calculated daily and is based upon the daily closing balance of your Cash Deposit(s) and Non-Term Deposit(s) at a rate of interest as set by us from time to time. All interest payable shall be deposited into the same Cash Deposit(s) and Non-Term Deposit(s) in respect of which the interest was earned and shall thereafter be considered as principal.

(ii) **Term Deposit(s)**
The interest rate of your Term Deposit(s) depends on the term and interest paying option selected by you. The interest rate applicable to your Term Deposit(s) is the posted rate on the day we receive your completed Application and money. Interest is calculated on the principal balance of your Term Deposit(s) for the number of days in the term on the basis of a year of 365 days. Interest on your Term Deposit(s) of less than two years is paid at maturity and interest on your Term Deposit(s) of two years or more is either paid annually, semi-annually, quarterly, monthly or compounded annually and paid at maturity, as selected by you. Interest ceases at maturity.

(c) **Guaranteed Repayment**
We guarantee you the repayment of all principal sums of your Deposit, together with any interest that is due and payable, subject to section (d). In consideration of our guarantee and by way of remuneration for administering the Deposit, we shall be entitled to retain for our own use the interest and profits resulting from any investment of the principal in excess of the amount of any interest payable to you.

(d) **Access to your Deposit**

(i) **Deposits:** You may deposit to (purchase in the case of a Term Deposit) your Deposit with notice to us.

(ii) **Hold on Funds:** We reserve the right to hold moneys from any cheque or other payment instrument including pre-authorized debits credited to your Deposit for the purpose of verifying that sufficient funds are available to pay the item and for any other purpose permitted by law.

(iii) **Withdrawals:** You may withdraw your Deposit (except in the case of a Term Deposit) with notice to us. For withdrawals above certain dollar thresholds determined by us from time to time, your signature on your withdrawal request must be guaranteed by one of a bank, trust company, member of a recognized stock exchange or any other organization satisfactory to us. Transactions including withdrawals may be limited in dollar amounts or frequency, or otherwise as may be determined by us, and such limits may be changed in our sole discretion without notice to you. Term Deposits may be withdrawn only at maturity. The principal balance of your Term Deposit will be repaid at maturity and may not be withdrawn by you prior to maturity.

(e) **Commission and Fees**
**We may pay your Dealer a commission on your Deposit. This is a trailing commission for Non-Term Deposit(s) based on the daily closing balance of your Non-Term Deposit(s), and an upfront commission paid on the principal balance of a Term Deposit at the time of purchase. For a Cash Deposit(s), we may pay your account administrator a fee no greater than the amount which is the difference in the interest rate between our prime rate of interest (which is variable, subject to fluctuation and posted on b2bbank. com) and the effective rate of interest (if any) applicable to your Cash Deposit(s), calculated on the balance of your Cash Deposit(s) on a daily basis. The maximum commissions and fees referenced above may change from time to time on notice to you.**

(f) **Eligible Plans or Accounts**
Your Deposit must be held within such plans or accounts that we, in our sole discretion, may permit from time to time ("Eligible Deposits").

(g) **Joint and Several**
All of you are jointly and severally liable to us for any debts, liabilities and obligations arising in connection with the Deposit if held jointly or by tenants in common (if available).

(h) **Complaints**
Should you have a complaint concerning your Deposit, please contact our client service department by calling 1.800.263.8349. Further information detailing the steps for making and escalating a complaint are set out in the B2B Bank Problem Resolution Process which is available online at b2bbank.com.

(i) **Protecting your Personal Information – for personal Deposits only**
By making a Deposit with us, you consent to the collection, use and disclosure of your personal and financial information in accordance with our Code of Confidentiality as amended from time to time. The Code of Confidentiality forms part of these Terms and Conditions and your agreement to the Terms and Conditions indicates that you agree to the terms of the Code of Confidentiality. Our Code of Confidentiality is available on request and on our website at b2bbank.com.

(j) **Notice**
References to giving notice in these Terms and Conditions shall mean notice in the form and manner as provided in this section (j). We may provide any notice or other communication required or permitted to be given by post, telephone, email, fax, website posting or any other physical or electronic means, or by means of any press release, advertisement or other media notices.

Unless specified otherwise, you or a Dealer may provide us with notice by post, fax or telephone, or through any other physical or electronic means as stipulated by us from time to time at the following address:

B2B Bank
199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto ON M5L 0A2
Toll free 1.800.263.8349
Fax: 1.866.941.7711

Any notice, request or other communication given to us will be deemed to have been given to us and received by us at the time of actual receipt by us. Unless specified otherwise, if notice is provided by post, you will be deemed to have received the notice on the date that is five (5) business days following the date on which the notice was mailed. In all other cases, you will be deemed to have received the notice on the date the notice was sent.

(k) **Changes to Depositor Record**
You agree to notify us promptly in writing of any changes to your mailing address or other information regarding the Depositor record.

(l) **Deposit Statements and Confirmations**
You must promptly notify us of any errors, irregularities, omissions or unauthorized activity in your Deposit as soon as you discover them. If notice is not received from you within 30 days of the date of any statement or confirmation indicating activity or balances of your Deposit, you shall be deemed to accept the statement as valid and correct and you release us from all claims with respect to any and every item on the statement or confirmation and from any other claim for negligence, conversion, breach of trust, breach of fiduciary duty or otherwise. We retain the right to recover from you or debit your Deposit if there is an erroneous credit or an omission of a debit.

(m) **Receiving Statements**
If held jointly or by tenants in common (if available) or in trust, all statements or other notices from us will be sent to you. All such notices will then be considered to have been mailed to all of you.

(n) **Documentation Requirements**
If held jointly or by tenants in common (if available), on the death of any one of you, the remaining Depositor(s)

## Deposit Terms and Conditions (continued)

agrees to immediately advise us and to provide such documentation as may reasonably be requested. We reserve the right to restrict access to monies held in the Deposit, as deemed necessary in order to comply with any present or future law.

(o) **Joint and Several with Estate**
If held jointly or by tenants in common (if available), the deceased's estate and the surviving Depositor(s) continue to be jointly and severally liable for debts, liabilities and obligations resulting from transactions initiated prior to us receiving written notice of death, or incurred in liquidating the account or adjusting the interests of the surviving Depositor(s).

(p) **Obligation to Observe Trust Terms**
If the Deposit is held in trust, we have no obligation to observe the terms of any trust and you or all of you are solely responsible for ensuring compliance with the terms of any applicable trust agreement or applicable law.

(q) **Documentation Requirements of Survivor**
If the Deposit is held in trust, on the death of you or any one of you, the remaining Depositor(s) agrees to immediately notify us, and to provide such documentation as may reasonably be requested. We reserve the right to restrict access to monies held in the Deposit, as deemed necessary in order to comply with any present or future law.

(r) **Liability for Damages Limited**
Without limiting any other provision of these Terms and Conditions, we will not be liable for, and you agree to indemnify and save us harmless from, any losses, costs, fees, claims, liabilities, delays, damages, expenses or inconvenience of any kind whatsoever, incurred by you or any third party, directly or indirectly (including special, indirect or consequential damages) in connection with the following:
- Any failure, error, malfunction or inaccessibility of any systems or equipment, or for errors, delays or failures in performance or non-completion of a transaction or service;
- Any damages resulting from our negligence or the negligence of our employees, agents or representatives, even if we knew that damage was likely;
- Honouring any instructions (including an instruction to revoke a PAD agreement) from you, including any that we receive from any person claiming to be you or to be acting on your behalf including a Dealer; or
- Exercising our discretion not to act on an incomplete, illegible or ambiguous transaction or a transaction which we suspect is fraudulent. In the case of our gross negligence or willful misconduct, our liability will be no greater than the lesser of the amount of the item and the direct damages you have suffered.

(s) **Dealer**
You acknowledge that a Dealer is your agent and when acting (or representing that it acts) as a Dealer is not our agent or the agent of any of B2B Bank Financial Services Inc., B2B Bank Securities Services Inc., or B2B Bank Intermediary Services Inc. 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 a Dealer on your behalf. We are under no obligation to verify that a Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.

(t) **Returning Principal to You**
We reserve the right both to reject any deposit made by you and to withdraw any and all amounts from your Deposit for the purpose of returning such amounts to you.

(u) **Assignments and Transfers**
Deposits are not negotiable, transferable or assignable by you to any person in any respect except to us or as we agree in writing.

(v) **Changes to this Agreement**
(i) If permitted by applicable law and subject to (ii) below, we may unilaterally change any part of the Deposit Terms and Conditions (except for sections (a), (b) and (c) if the change pertains to a Term Deposit), if we provide you with notice of the change at least 60 days before the effective date of the change.
(ii) You may, within 60 days of receipt of Notice, withdraw your Deposit without any cost or penalty to you if we unilaterally increase your obligations to us or decrease our obligations to you under these Terms and Conditions.

(w) **Charges for Costs and Legal Fees**
You agree to pay us on demand any costs to recover amounts that you owe us. These costs include legal fees on a solicitor and client basis, as well as those reasonable counsel fees charged by our legal department. If we incur any expenses in responding to any legal notices or seizures attaching to any moneys in your Deposit, we may charge such expenses to your Deposit, as well as a fee for complying with the order. If you fail to pay our costs, they may be charged against any account you have with us.

(x) **Set-off**
We reserve the right to use any money at any time in your Deposit(s) to pay any debts or other obligations (including any contingent obligations) you owe us whether in the same or other currency in relation to any other matter between you and us and we are not required to provide notice except as required by law.

(y) **Language**
If the language preference selected in your Application is English, the parties have expressly requested that this Agreement and all other related documents and notices be drawn up in English only.
Si la préférence linguistique choisie dans votre demande est l'anglais, les parties ont expressément exigé que ce contrat ainsi que tous les documents et avis émis en vertu des présentes ou s'y rattachant soient rédigés en anglais seulement.

Apr. 30, 2020