# **iA Clarington Investments Inc.** Mutual Fund TFSA (Tax-Free Savings Account) application form

Use one Application for each TFSA account you intend to open.

#### Please remember to:

- □ Select your funds and fill in the amount to be invested.
- □ Include your SIN number in section 3.
- □ Sign the investment application in **section 8**.
- □ Attach a pre-printed void cheque or direct deposit form for **section 7**, if completed.

#### Please make cheques payable to "IA Clarington Investments Inc."

Mail to:

IA Clarington Investments Inc., c/o IFDS 1-30 Adelaide St E., Toronto, ON M5C 3G9

**Fax this application to:** 1-866-506-9884

Questions? Please contact us at 1-800-530-0204



## ian Clarington Investments

## **Mutual Fund Tax-Free Savings Account Application**

1. REGISTRATION INFORMATION	MANDAT	ORY				
□ New account □ Existing account #		Transfer from ex	isting IAC accou	unt #		
2. FINANCIAL ADVISOR INFORMATION	MANDAT	ORY – Dealer and	advisor inform	nation – complete this s	section for all	accounts.
Financial advisor's full name	Ad	visor code/number	Telephone nur	mber	Fax number	
Dealer name	De	aler code/number	Advisor email	address		
3. APPLICANT INFORMATION	MANDAT	ORY Lang	uage preferen	i <b>ce:</b> 🛛 English 🖵 Frenc	h	
□Mr. □Mrs. □Ms. □Miss □Dr.				Date of birth (DD/MM/	 YYYY)	MANDATORY
Last name	First name		Initial(s)	Social insurance n	umber	
Address	City			Province		Postal code
Residence phone number		Business phone	number			Ext.
Note: In order to contribute to a TFSA the Holder must b	e a Canadian resident an	d is age of majority o	r older in their P	rovince of Residence.		

#### 4. BENEFICIARY DESIGNATION

**OPTIONAL** for all provinces and territories except Quebec.

**Quebec residents:** under the laws of Quebec, a designation of successor holder/beneficiary may be made in a will or other written document that meets the requirements of a testamentary disposition. The successor holder/beneficiary designation made on this application cannot be given effect and will be defaulted to Estate.

Successor holder

Subject to applicable law, I hereby elect that my spouse, named below, become the Holder under my Tax-Free Savings Account (TFSA) in the event of my death, if he or she survives me. If my spouse becomes the TFSA holder, my TFSA shall remain in force and no death benefit shall be payable until the death of my spouse. If I have provided a designation in this section and the Primary beneficiary designation section below, then this designation takes precedence. I understand that a contingent successor holder cannot be designated.

Successor holder's full name	Da	te o	of bi	rth (	DD/M	M/Y	YYY)	Soci	al in	surar	ice n	umb	er

#### **Primary beneficiary**

I revoke any previous designation of a beneficiary under my Tax-Free Savings Account (TFSA), and designate the person named below as the beneficiary under my TFSA provided this person is living on the date of the TFSA holder's death; otherwise, payment will be made to the estate of the TFSA holder, if no contingent beneficiary has been designated. The TFSA holder reserves the right to revoke the beneficiary.

Primary beneficiary's full name	Date of birth (DD/MM/YYYY)	Social insurance number	Relationship to TFSA holder	Shares %
				%

Check here 🖵 if you have attached a separate sheet with additional primary or contingent beneficiary designations.

#### **5. INVESTMENT INSTRUCTIONS**

#### MANDATORY for purchases and transfers (i.e. T2033).

<ul> <li>Transfer from another institution (please attach a copy of transfer form)</li> <li>One-time PAC from a bank account (please attach pre-printed banking information) Amount: \$</li> </ul>	FundSERV wire order number	Fund code	Investment amount Amount 🗔 \$ or 🗔 %	Front End Sales charge 0–5%* Default is 0% if left blank.
Specify date				%
				%
If no date is provided, one-time purchase will be processed on the next available trade date after				%
reception of the request in good order.				%
				%
Charle have Diffuse have attached a concrete			100% - (	*FE = 0% unless

Check here  $\Box$  if you have attached a separate sheet with additional investment instruction.

must = 100% of amount

stated otherwise

## 6. SYSTEMATIC PLANS

## OPTIONAL

## **VOID CHEQUE REQUIRED**

#### A. PAC – Pre-authorized contribution plan

i. Start date:				iii. PAC allocation							
ii. Frequency	(DD/MM/YYYY)		Fund code	Amount Total: \$	<b>Sales charge</b> front-end* (0-5%)						
<ul> <li>Monthly*</li> <li>Every other month</li> <li>Quarterly</li> <li>Semi-annually</li> <li>Annually</li> </ul>	Twice monthly (Provide 2 dates)**  1st start date: 2nd start date:	<ul> <li>Weekly Every other week</li> <li>Choose the day of the week:</li> <li>Mon. Thurs.</li> <li>Tues. Fri.</li> <li>Wed.</li> </ul>		<b>□</b> % <b>□</b> \$							
this application. * If month 15th of the month. **If tw	the account have read and acknowledge the pre-au hly frequency is selected and no start date is prov- vice monthly frequency is selected and the 2nd state ays following the date provided.	ided we will default your run date to the		Must = 100% of amount	*FE = 0% unless stated otherwise						

#### B. SWP - Systematic withdrawal plan

i. Start date:						
ii. Frequency	(DD/MM/YYYY)		iii. SWP inst	ructions		
Monthly*	Twice monthly (Provide 2 dates)**	UWeekly Every other week	Fund code	Amount:	\$	Payment option – Choose
<ul> <li>Every other month</li> <li>Quarterly</li> </ul>	1st start date:	Choose the day of the week:		Gross	❑ Net ❑ \$	one of the following options
<ul> <li>Semi-annually</li> <li>Annually</li> </ul>		Tues. Fri.				EFT <b>VOID CHEQUE REQUIRED</b> Cheque via mail
						Deposit to IAC account
	elected and no start date is provided we will d y frequency is selected and the 2nd start date is the date provided.					

Must = 100% of amount

#### C. SSP - Systematic switch plan: for automatic switches between funds in your account

i. Start date:					
ii. Frequency	(DD/MM/YYYY)		iii. SSP instructio	1	CCD
Monthly*  Every other month  Quarterly  Semi-annually Annually	Twice monthly (Provide 2 dates)**  1st start date: 2nd start date:	<ul> <li>Weekly Every other week</li> <li>Choose the day of the week:</li> <li>Mon. Thurs.</li> <li>Tues. Fri.</li> <li>Wed.</li> </ul>	From fund code	To fund code	SSP amount Total: \$ Dollar amounts only

Note: No switches available between USD and CDN units or between different sales charge option, such as DSC securities to low load securities and vice versa. Automatic switches are not allowed for free unit switches into front end sales charge option. \*If monthly frequency is selected and no start date is provided we will default your run date to the 15th of the month. \*\*If twice monthly frequency is selected and the 2nd start date is not provided, we will default your 2nd run date to 15 days following the date provided.

### 7. BANKING INFORMATION

## MANDATORY if section 5 (one time PAC), 6A or 6B (EFT) is completed.

Please use banking information on file									
I have attached a pre-printed void cheque or direct of	leposit form*								
*If the attached banking information does <b>NOT</b> contain the iA C	Clarington accountholder's name, p	lease complete below.							
□ Joint Account (issued under primary account holder's name only)									
Third Party Personal Account**	□ Third Party Personal Account** □ Business Account (corporate resolution required)**								
x		Х							
Signature of bank account owner (if applicable)	Date (DD/MM/YYYY)	Signature of Business Signing Officer(s) (if applicable)	Date (DD/MM/YYYY)						
		** Please atta	ach Third Party Attestation Form.						

#### 8. ACKNOWLEDGEMENT & AUTHORIZATION

#### MANDATORY to be completed by the TFSA holder.

#### A. TFSA holder's acknowledgement

By signing this application, I hereby apply to IA Clarington Investments Inc. to purchase or redeem units of the Fund(s) as indicated and register the units in the name and address shown. I acknowledge receipt of the current Simplified Prospectus and/or Fund Fact Sheet and financial reports of the Fund(s) purchased and understand that these transactions are made under the terms and conditions therein. IA Clarington may reject a purchase application within one business day of receipt. I have requested that this document be drawn in the English language. J'ai exigé que ce document soit rédigé en anglais.

#### To: Industrial Alliance Trust Inc. (the "Trustee") for a Registered Account

I hereby request that Industrial Alliance Inc. file an election to register my account as a Tax-Free Savings Account (TFSA) under the *Income Tax Act* (Canada) and any applicable provincial legislation in accordance with the terms of the Declaration of Trust attached to the current application, which I declare having read and accept the conditions thereof. I expressly authorize Industrial Alliance Inc. to delegate to an agent the performance administrative and other duties hereunder. I also request that the Trustee apply for the registration of the account under the *Income Tax Act* (Canada) and, if applicable, any provincial income tax legislation.

For the purpose hereof, the term "agent" shall mean IA Clarington Investments Inc.

I declare the information given above with respect to my date of birth is exact and undertake to furnish all additional information which may be required with respect to the registration and administration of the TFSA.

1. I have read and agree to comply with the "Declaration of Trust" governing the plan set forth on the reverse and forming a part of this application;

2. The assets of the plan are not insured under The Canada Deposit Insurance Corporation Act;

3. The information contained on this TFSA application is complete and true in all aspects;

4. I have read and acknowledge IA Clarington Investments Inc.'s privacy policy explained under the heading "Your Personal Information" at the back of this application.

X Signature of TFSA Holder

Date (DD/MM/YYYY)

## B. Accepted by IA Clarington Investments Inc., as agent for Industrial Alliance Trust Inc., the Trustee.

Adam Blist

IA Clarington authorized signature

14/05/2021 Date (DD/MM/YYYY)

#### PRIVACY NOTICE

At IA Clarington Investments Inc. ("IA Clarington") we take the issue of privacy seriously. We are committed to providing investors with excellent service while respecting the privacy of personal information. Each IA Clarington employee is responsible for ensuring the confidentiality of all personal information to which they have access.

#### **Your Personal Information**

Personal information is information that identifies an individual. It includes information such as age, marital status, social insurance number, home address and telephone number.

#### How do we use personal information?

Obtaining personal information allows us to:

- Establish the identity of investors;
- Ensure our records are accurate;
- Establish and administer accounts;
- Execute transactions;
- Maintain account holdings and transaction records;
- Verify information previously given;
- Provide investors and their investment advisors account information and statements;
- Provide investors with financial statements, tax receipts, transaction confirmations, proxy mailing and other information that may be required to service accounts;
- Provide customer service; and
- Meet legal and regulatory requirements.

#### How do we obtain personal information?

In order to ensure that your investment in an IA Clarington investment product is administered efficiently, we will collect personal information from you or from your dealer. We may collect the information in various ways, including electronic transfers and telephone calls, and may retain copies of documents, or recordings of telephone calls, that contain personal information.

#### To whom do we disclose personal information?

In order to provide the best possible client service, we may be required to disclose personal information to third parties in the normal course of business. These third parties include:

- Your investment advisor;
- Other financial institutions, securities dealers, and mutual fund companies; for example, when you move your investments from one firm to another;
- Affiliates of IA Clarington;
- Contracted third-party service providers;
- Canadian government, government agencies and regulators; and
- Any other entity as required by law.

IA Clarington may be required to provide personal information in response to a search warrant, court order or other legally valid request.

#### **Obtaining Consent**

If you have completed an investment application with us, you have provided us with personal information. Notice of IA Clarington's use of personal information is disclosed on the back of the IA Clarington investment application under the heading of "Your Personal Information". By signing an application form you are consenting to the use of your personal information. IA Clarington's Privacy Notice explains how we collect, hold, use and disclose personal information. This Privacy Notice may also be sent to you. By continuing to do business with us, you are consenting to the use of your personal information on an ongoing basis, as described under the heading "To whom do we disclose personal information?"

Some investors may have completed an investment application form through a dealer representative or other party that is unrelated to IA Clarington, thereby providing them with personal information. Any personal information which may be disclosed to us through an unrelated party is also subject to IA Clarington's Privacy Policy.

#### How can you withdraw your consent?

You may withdraw your consent to IA Clarington's use of your information by contacting us. In some circumstances, legal requirements may prevent you from withholding consent. The decision to withhold information may also limit the products or services we are able to provide.

#### How can you access your personal information?

Upon written request IA Clarington will provide you with access to the personal information we have collected for you. Please note that we may not be able to provide you with this information in certain circumstances, for example: where information contains references to other persons; where information contains proprietary information confidential to IA Clarington, or where information cannot be disclosed for legal reasons.

#### How can you ensure your information is accurate?

The accuracy of your personal information is essential to providing you with excellent service. If you wish to change or update your personal information, please contact us. Please inform us of any errors regarding your personal information right away, so that we may correct our records.

#### Where is your personal information kept?

Your personal information may be kept in electronic or paper format in our offices, in secure off-site storage facilities, or in the offices of our service providers, such as International Financial Data Services (Canada) Limited. Your personal information may also be held in the offices of U.S.-based third-party service providers that provide IA Clarington with data hosting and imaging services, for example. U.S. laws regarding the protection of personal information may afford you lower protection than that of Canadian laws.

#### How do we protect your personal information?

Policies, procedures and safeguards have been put in place at IA Clarington to ensure your personal information is protected. Our employees and service providers have access to your personal information to enable them to provide necessary services to you. Any personal information collected from you will only be used for the purposes identified at the time of collecting the information and will be retained for as long as is necessary to fulfill the service, or as required by law.

Security measures including passwords, restricted access to our offices and records, and physical access security have been put in place to protect your information against unauthorized access, modification, loss, theft or general misuse.

#### Questions, Concerns and Complaints

If you have any questions, concerns or complaints regarding matters of privacy please contact us. In many cases concerns can be resolved by discussing it with one of our Client Service Representatives.

Phone: 1-800-530-0204 or 416-860-9880 Email: privacy@iaclarington.com

If your concern has not been resolved to your satisfaction, please contact our Privacy Officer.

Phone: 1-888-860-9888 or 416-860-9880 Email: privacy@iaclarington.com Write to: Privacy Officer IA Clarington Investments Inc. 522 University Avenue, Suite 700 , Toronto, ON M5G 1Y7

If after contacting our Privacy Officer your concern remains unresolved, you may contact the Privacy Commission of Canada:

The Privacy Commission of Canada 112 Kent Street, Ottawa, Ontario K1A 1H3 Phone: 613-995-8210 or 1-800-282-1376

Or in Quebec:

La Commission d'accès à l'information du Québec 575, rue Saint-Amable, bureau 1-10, Québec (Québec) G1R 2G4 Phone: 418-528-7741 or 1-888-528-7741

#### PRE-AUTHORIZED DEBIT (PAD) AGREEMENT

Each holder is referred to as "I" in this PAD Agreement section and makes the following statements in respect of himself or herself.

I authorize IA Clarington Investments Inc. (the "Company") and the financial institution designated (or any other financial institution I may authorize at any time) to begin deductions as per my instructions for regular recurring payments and/or a one-time payment from time to time, for payment of all premiums, deposits, installments and charges arising from the contract hereunder mentioned. **Regular payments will be debited from my specified account based on the date and/or frequency I have chosen, whereas the Company will obtain my authorization for any one-time payment that can be debited from my account on any other date.** 

I agree that, for the purpose of this PAD agreement, all PADs from my account will be treated as Personal.

I waive the right to receive pre-notification of an increase or a decrease in the amount to be debited or a change in the date and/or frequency of these payments as I may have personally authorized.

I agree that the Company is not required to provide me with written notice of a change in a PAD amount **that is made as a result of my request**. If a PAD is dishonoured for any reason such as, but not limited to, insufficient funds ("NSF"), a stop payment or a closed account, the Company is authorized to re-submit the payment. Any charges incurred by the Company as a result of the dishonoured PAD will be added to the subsequent PAD.

I may cancel or modify this PAD Agreement at any time, subject to providing the Company with thirty (30) days notice in writing. To obtain a sample cancellation form or for more information on my right to cancel the PAD agreement, I may contact my financial institution or visit <u>www.cdnpay.ca</u>.

Any cancellation of this PAD Agreement will not affect my contract(s) for financial services, so long as payment is provided by an alternative method.

The Company will not assign this PAD Agreement without providing me with written notice of the assignment, any time prior to the next PAD.

I have certain recourse rights if any PAD does not comply with this PAD Agreement. For example, I have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD agreement. To obtain more information on my recourse rights, I should contact my financial institution or visit <u>www.cdnpay.ca</u>.

#### IA CLARINGTON INVESTMENTS INC. TAX-FREE SAVINGS ACCOUNT – DECLARATION OF TRUST

Industrial Alliance Trust Inc. (hereinafter called the "Trustee") is a trust company incorporated under the laws of Canada with its head office located at 1080 Grand Allée West, Quebec City, Quebec, G1K 7M3. The Trustee hereby accepts, through a representative duly authorized to sign on its behalf, the mandate of trustee which requires it to act on behalf of the Holder of a Tax-free Savings Account of IA Clarington Investments Inc. (hereinafter called the "Arrangement"). The Trustee herewith accepts that IA Clarington Investments Inc. acts as an agent in the accomplishment of certain administrative duties for the Arrangement.

#### 1. Definitions -

In this Arrangement:

- the term "Act" refers to the Income Tax Act (Canada), as amended from time to time, as well as any applicable provincial income tax legislation;
- the term "Contributions" has the same meaning as given in the Act;
- the term "Holder" means:

a) until the death of the Holder who entered into the Arrangement with the Trustee, the Holder which is identified as the Holder of TFSA in the application; and b) at and after the death of the Holder who entered into the Arrangement with the Trustee, the Holder's Survivor, if the Survivor acquires all of the Holder's rights under this Arrangement and an unconditional right to revoke any beneficiary designation;

- the term "Spouse" means spouse or common-law partner in accordance with the Act;
- the term "Survivor" means another individual who, immediately before the Holder's death, is the Spouse of the Holder;
- the term "TFSA" means Tax-free Savings Account as referred to in the Act.

2. Registration - The Trustee shall request to file an election to register the Arrangement as a TFSA in accordance with the provisions of federal and provincial income tax legislation, their regulations and their amendments (hereinafter called the "Law"). If the Trustee declines to act as trustee, the Holder or his/her agent will be notified in writing and any amounts received by the Trustee as Contributions will be returned to the Holder or his/her agent. The Trustee agrees that IA Clarington Investments Inc. shall act as agent in performing certain administrative tasks in respect of the Arrangement.

3. Exclusivity - The Trustee will hold Contributions accepted by it for the Arrangement, investments made with those Contributions and any income and capital gains realized in respect of those investments in trust. This Arrangement is maintained for the exclusive benefit of the Holder determined without regard to any right of a person to receive a payment out of or under this Arrangement only on or after the death of the Holder.

No individual other than the Holder or the issuer of the Arrangement has any rights under the Arrangement relating to the amount and timing of distribution and the investing of funds.

The Holder is solely responsible for the tax consequences that may result from his/her actions under this Arrangement.

4. Date of Birth and Social Insurance Number - The Holder must have attained the age required in accordance with the Act to make Contributions to the Arrangement. Evidence satisfactory to the Trustee of the age of the Holder must be furnished at the time the Arrangement is entered into. The statement of the Holder's birth date and social insurance number in the Application is deemed to be a certification of its truth on which the Trustee may rely and the Holder's undertaking to provide proof if requested by the Trustee.

5. Contributions - The Arrangement prohibits any individual other than the Holder from making Contributions under the Arrangement. The Holder may make Contributions to the Arrangement from time to time in cash or securities which are acceptable to the Trustee in its sole discretion. The Trustee will also accept Contributions by way of a transfer to the Arrangement from any source permitted by the Act. The Trustee may accept or for any reason refuse to accept all or any portion of a Contribution of cash or securities to the Arrangement. The Trustee shall hold these Contributions in order to individually identify them with each Holder.

However, the Holder is solely responsible for ensuring that these Contributions are lower than the limits prescribed by the Act to avoid any tax consequences.

6. Excess Contributions - If, at any time in a calendar month, the Holder has an excess TFSA amount, as this term is defined under Part XI.01 of the Act, the Holder shall, in respect of that month, pay a tax under this Part equal to 1% of the highest excess TFSA amount in that month.

However, the Trustee shall, upon written request from the Holder, make distributions, as this term is defined in the Act, to the Holder to reduce the amount of tax payable under Part XI.01 of the Act and, where applicable, according to the provisions of the provincial legislation.

7. Unused Contributions - The unused TFSA Contributions can be carried forward to future years and are determined as stipulated in the Act.

8. Non-Resident - If, at a particular time, a non-resident Holder makes a Contribution under the Arrangement, the non-resident Holder shall pay a tax under Part XI.01 of the Act equal to 1% of the amount of the Contributions in respect of each month for the period determined in section 207.03 of the Act.

9. Investments - Contributions to the Arrangement will be invested, and reinvested from time to time, in the investments selected by the Holder in writing from time to time. In making his/her investment selection, the Holder may select units of mutual funds managed by IA Clarington Investments Inc. or other investments acceptable to the Trustee in its sole discretion. In making investments for the Arrangement, the Trustee will not be limited to investments authorized by legislation governing the investment of property held in trust. The Trustee will not provide any investment advice regarding the purchase, retention or sale of any investment by the Arrangement and will not be held responsible for advice that the Holder may have received from another party. Cash distributions received on investments held in the Arrangement will be invested in additional investments of the same type unless the Holder instructs otherwise. In the absence of satisfactory investment instructions, the Trustee will invest cash in units of IA Clarington Money Market Fund.

**10. Responsibility** - The Holder is responsible for: (a) selecting investments for the Arrangement and assessing the merits of those investments or for obtaining investment advice; and (b) ensuring that the investments held in the Arrangement are qualified investments for the Arrangement under the Act. The Trustee is not responsible for any of these matters or for any investment or tax advice that the Holder may receive from advisors.

#### 11. Transfers -

Subject to any restrictions under this declaration, the Holder may request the Trustee to:

a) transfer directly all or any part of the property held in connection with the Arrangement, or an amount equal to its value, to another TFSA of the Holder; or

b) transfer directly all or any part of the property held in connection with the Arrangement, or an amount equal to its value, to another TFSA, the Holder of which is the Spouse of the Holder of this Arrangement, if the following conditions are satisfied:

i. the Holder and the Spouse are living separate and apart at the time of the transfer; and

ii. the transfer is made under a decree, order or judgment of a competent tribunal, or under a written separation agreement, relating to a division of property between the Holder and the Spouse in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership.

The Trustee will sell or transfer specific investments of the Arrangement to effect the transfer if instructed by the Holder in writing. In the absence of satisfactory written instructions, the Trustee may sell or transfer any investments of the Arrangement selected by it in its sole discretion 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 Act or the terms and conditions of the investments of the Arrangement.

12. Distributions - The Trustee may make a payment out of the Arrangement in satisfaction of all or part of the Holder's interest in the Arrangement.

The investment income, including capital gains, earned in this Arrangement is not taxed in accordance with the Act.

13. Death of the Holder - At and after the death of the Holder and upon receipt of satisfactory evidence of his/her death, if the Survivor acquires all of the Holder's rights under this Arrangement and an unconditional right to revoke any beneficiary designation, the Survivor shall become the Holder of the Arrangement.

## If the Holder wants his/her Spouse to become the Holder of the Arrangement upon his/her death as provided in the Act, the Holder should consult his/her legal counsel to take the appropriate actions.

Subject to any applicable legislation, if the Survivor does not acquire all of the Holder's rights under this Arrangement and an unconditional right to revoke any beneficiary designation upon receipt of satisfactory evidence of the death of the Holder, the Trustee will hold the assets of the Arrangement for payment in a lump sum and the payment will be made to the legal representatives of the Holder.

The account shall cease to be registered as a TFSA under the Act immediately before the death of the last Holder of the Arrangement.

14. Account - The Trustee will maintain an account of the Holder's Arrangement recording: Contributions to the Arrangement; the name, number and cost of investments purchased and sold by the Arrangement; distributions received by the Arrangement; withdrawals, transfers and expenses paid from the Arrangement; and the balance of the Arrangement. The Trustee will send the Holder a statement of the account at least once a year.

**15. Fees and Expenses** - From time to time, the Trustee may charge the Holder or the Arrangement fees for its services and expenses. The Trustee is entitled to reimbursement for all disbursements, expenses and liabilities (including taxes, interest, penalties, brokerage fees, custodial fees, investment advisory fees, administrative fees and similar expenses) reasonably incurred by the Trustee in connection with the Arrangement. The Holder hereby authorizes the Trustee to deduct its unpaid fees, disbursements and expenses from the assets of the Arrangement and for this purpose authorizes the Trustee to realize sufficient assets of the Arrangement selected in its sole discretion for payment and the Trustee will not be liable for any resulting loss. If the Arrangement becomes liable for tax, interest or penalties under the Act or similar provincial legislation, the Trustee will realize sufficient investments of the Arrangement,

selected in its sole discretion, to pay the liability and the Trustee will not be liable for any resulting loss.

**16. Delegation of Duties** - Without detracting in any way from the responsibility of the Trustee, the Trustee may appoint agents including, but not limited to, IA Clarington Investments Inc., and may delegate to its agents the performance of clerical, administrative and other duties under this declaration. The Trustee may 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 advisors or agents. The Trustee may pay to any advisor or agent all or part of the fees received by it under the terms of this declaration. Notwithstanding any other provision in this declaration, the Trustee acknowledges that it is ultimately responsible for the administration of the Arrangement.

**17. Liability of the Trustee** - None of the Trustee, its officers, employees or agents will be liable for any loss suffered or for any taxes, interest or penalties imposed under the Act as a result of holding or dealing with the assets of the Arrangement in accordance with instructions which it believes in good faith to have been given by the Holder or dealing with the assets of the Arrangement in accordance with respect to taxes for which the Trustee is responsible and that cannot be attributed to assets or deducted from them in accordance with the Act.. The Holder and his/her personal representatives under the Arrangement will at all times indemnify and save harmless the Trustee and its agents from all taxes, assessments, expenses, liability, claims and demands arising out of the purchase, sale or retention of assets of the Arrangement or anything done in connection with the Arrangement, other than as the result of their gross negligence or wilful misconduct. The Trustee will not be liable for any loss or penalty suffered as a result of any act done by it in reasonable reliance of the authority of the Holder or the authority of his/her properly authorized agent or legal representatives.

18. Borrowings - The Trustee is not allowed to borrow money or other property for the purposes of the Arrangement.

**19. Successor Trustee** - The Trustee may resign and be discharged from all duties and liabilities under this declaration by giving the Holder thirty (30) days' written notice. IA Clarington Investments Inc. is nominated to appoint a successor trustee. Upon acceptance of the office of trustee of the Arrangement, the successor trustee will be trustee of the Arrangement for all purposes as if it had been the original declarant of the Arrangement.

20. 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 the Arrangement as a TFSA under the Act. Any amendment to ensure that the Arrangement continues to comply with the Act will be effective without notice provided that, in the Trustee's sole opinion, such amendment does not adversely affect the Holder rights under the Arrangement. Any other amendment will be effective not less than thirty (30) days after written notice has been provided to the Holder.

21. Prescribed Conditions - This Arrangement complies with conditions prescribed by the Act and the regulations promulgated under the Act.

## **iA Clarington Investments**

## Administration

IA Clarington Investments Inc. c/o International Financial Data Services (Canada) Limited 30 Adelaide Street East, Suite 1, Toronto, ON M5C 3G9

funds@iaclarington.com

## **Toronto Office**

522 University Avenue, Suite 700, Toronto, ON M5G 1Y7 Phone: 888.860.9888 Fax: 416.860.9884

## **Client Services**

Phone: 800.530.0204 Fax: 866.506.9884

Trademarks displayed herein that are not owned by Industrial Alliance Insurance and Financial Services Inc. are the property of and trademarked by the corresponding company and are used for illustrative purposes only. The iA Clarington Funds are managed by IA Clarington Investments Inc. iA Clarington and the iA Clarington logo are trademarks of Industrial Alliance Insurance and Financial Services Inc. and are used under license.



