

# EDUCATION SAVINGS PLAN APPLICATION FORM

- INDIVIDUAL PLAN
- FAMILY PLAN

***Dynamic Funds®***  
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**Head Office**

Dynamic Funds Tower  
1 Adelaide St. E., 28<sup>th</sup> Floor  
Toronto, ON M5C 2V9  
Tel: 416-363-5621 or 1-866-977-0477  
Fax: 416-363-4179 or 1-800-361-4768

**Client Relations Centre**

Toll Free: 1-800-268-8186  
Tel: 514-908-3212 (English)  
Tel: 514-908-3217 (French)  
Email: [service@dynamic.ca](mailto:service@dynamic.ca)

# APPLICATION FORM

NEW ACCOUNT  
 EXISTING ACCOUNT # \_\_\_\_\_

## 1. PLAN INFORMATION

**TYPE OF PLAN (Please choose one):** PLEASE COMPLETE A SEPARATE APPLICATION FOR EACH TYPE OF PLAN.

INDIVIDUAL PLAN  FAMILY PLAN

## 2. SUBSCRIBER INFORMATION

LANGUAGE PREFERENCE  ENGLISH  FRENCH

MR.  MRS.  MISS  MS  DR.

SURNAME  FIRST NAME AND INITIALS

ADDRESS

CITY  PROVINCE  POSTAL CODE

HOME TELEPHONE (  )  BUSINESS TELEPHONE (  )  - EXT.

EMAIL ADDRESS

SOCIAL INSURANCE NUMBER  (MANDATORY)

DATE OF BIRTH  (MANDATORY)  
DAY MONTH YEAR

BUSINESS NUMBER (IF APPLICABLE)

## 3. JOINT SUBSCRIBER INFORMATION

JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP (Not valid in the province of Quebec)  
 TENANTS IN COMMON (Joint plans, unless otherwise specified, will be set up as Joint Tenants with Rights of Survivorship)  
 Please check if any one of the two or more joint subscribers may sign; otherwise all subscriber signatures will be required.

MR.  MRS.  MISS  MS  DR.

SURNAME  FIRST NAME AND INITIALS

SOCIAL INSURANCE NUMBER  (MANDATORY)

DATE OF BIRTH  (MANDATORY)  
DAY MONTH YEAR

BUSINESS NUMBER (IF APPLICABLE)

## 4. DEALER AND ADVISOR INFORMATION

DEALER NAME  (MANDATORY) ADVISOR NAME  (MANDATORY)

DEALER NUMBER  ADVISOR NUMBER

BUSINESS TELEPHONE (  )  - EXT.  FAX NUMBER (  )

DEALER EMAIL ADDRESS  ADVISOR EMAIL ADDRESS

## 5. BENEFICIARY DESIGNATION

**ALL FIELDS ARE MANDATORY TO OPEN THE ACCOUNT.**

The following person(s) is(are) entitled to receive educational assistance payments under the plan. I/We reserve the right to revoke this designation at any time. If beneficiary has not attained the age of 19, please also provide the name and address of the custodial parent or Guardian or Public Primary Care Giver, if different from subscriber.

### BENEFICIARY DESIGNATION 1

BENEFICIARY'S SURNAME  BENEFICIARY'S FIRST NAME AND INITIALS

RELATIONSHIP TO SUBSCRIBER  GENDER  MALE  FEMALE

ADDRESS

CITY  PROVINCE  POSTAL CODE

**5. BENEFICIARY DESIGNATION - CONTINUED**

EMAIL ADDRESS

(MANDATORY)

SOCIAL INSURANCE NUMBER             DATE OF BIRTH

DAY MONTH YEAR

PARENT'S SURNAME  PARENT'S FIRST NAME AND INITIALS

ADDRESS

CITY  PROVINCE  POSTAL CODE

EMAIL ADDRESS

**BENEFICIARY DESIGNATION 2  
APPLICABLE TO FAMILY PLAN ONLY.**

BENEFICIARY'S SURNAME  BENEFICIARY'S FIRST NAME AND INITIALS

RELATIONSHIP TO SUBSCRIBER  GENDER  MALE  FEMALE

ADDRESS

CITY  PROVINCE  POSTAL CODE

EMAIL ADDRESS

(MANDATORY)

SOCIAL INSURANCE NUMBER             DATE OF BIRTH

DAY MONTH YEAR

PARENT'S SURNAME  PARENT'S FIRST NAME AND INITIALS

ADDRESS

CITY  PROVINCE  POSTAL CODE

EMAIL ADDRESS

PLEASE ATTACH A SEPARATE SHEET FOR ADDITIONAL BENEFICIARIES.

**6. INVESTMENT SELECTION**

PLEASE PROCESS MY CONTRIBUTION AND/OR TRANSFER(S) AND MAKE THE INVESTMENTS IN THE FUNDS I HAVE SELECTED.

ESDC TRANSFER DOCUMENT ATTACHED

FUND NAME	FUND CODE FE	FE FEE* %	FUND CODE LL	FUND CODE DSC	INITIAL INVESTMENT <input type="checkbox"/> \$ <input type="checkbox"/> %	SPECIFY BENEFICIARY	PRE-AUTHORIZED CHEQUING PLAN \$	GRANT ALLOCATION**
							\$	
							\$	
							\$	
							\$	
							\$	
					TOTAL		TOTAL	TOTAL

\*Front end fee is zero unless otherwise specified.

\*\*Unless otherwise specified, CLB and provincial grants will be invested into Money Market Fund. Basic and additional grants will be invested in the same allocation as the contribution

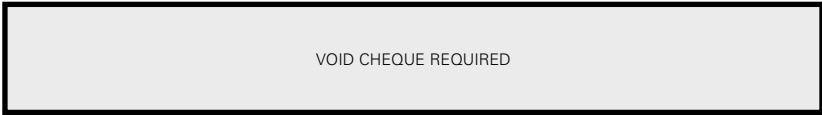
If more than one beneficiary and allocation is not provided, the default allocation will be split equally  
U.S. Dollar funds are not available

NO PAYMENT MAY BE MADE INTO THE PLAN BY OR ON BEHALF OF A SUBSCRIBER AFTER THE 31<sup>ST</sup> YEAR FOLLOWING THE YEAR IN WHICH THE PLAN IS ENTERED INTO. FOR SPECIFIED PLANS, NO PAYMENT MAY BE MADE INTO THE PLAN AFTER THE 35<sup>TH</sup> YEAR FOLLOWING THE YEAR IN WHICH THE PLAN IS ENTERED INTO.

Now complete section 9.

**7. PRE-AUTHORIZED CHEQUING PLAN (PAC)**

NOT APPLICABLE TO U.S. DOLLAR FUNDS.



START DATE: 

DAY	MONTH	YEAR		

FREQUENCY:  WEEKLY  EVERY TWO WEEKS  TWICE A MONTH\*  MONTHLY  
 EVERY TWO MONTHS  QUARTERLY  TWICE A YEAR  ANNUALLY \* 15th and end of month

Signature(s) required if Depositor(s) is/are other than the Subscriber indicated in Section 2. For a joint account, each account holder must sign if more than one signature is required on cheques issued against the account. I/We hereby authorize and request 1832 Asset Management L.P. ("1832") to draw on my/our account as referred to on the attached void cheque to purchase fund securities as indicated in Section 6. Should my/our cheque be returned due to insufficient funds, I/we understand that a \$25.00 handling fee will be charged to my/our 1832 account. I/We acknowledge that I/We have read and agree to be bound by the Pre-Authorized Chequing Plan Terms and Conditions attached to this application.

\_\_\_\_\_  
SIGNATURE OF SIGNATORY ON BANK ACCOUNT

\_\_\_\_\_  
SIGNATURE OF CO-SIGNATORY ON BANK ACCOUNT

For payments from corporate bank accounts, please provide Corporate Resolution.  
**SET-UPS AND CHANGES ARE REQUIRED 5 BUSINESS DAYS PRIOR TO DEBIT DATE.**

**8. SMART PLAN OPTION**

TRANSFER SECURITIES FROM ONE FUND TO ANOTHER FUND WITHIN THE SAME ACCOUNT.

START DATE: 

DAY	MONTH	YEAR	

 END DATE: 

DAY	MONTH	YEAR	

FREQUENCY:  MONTHLY  QUARTERLY  SEMI-ANNUALLY  ANNUALLY

AMOUNT <input type="checkbox"/> Securities <input type="checkbox"/> \$ <input type="checkbox"/> %	NAME OF FROM FUND	FUND CODE	NAME OF TO FUND	FUND CODE

Please accept this authorization to switch from the fund noted above to the other fund(s) in the amount indicated. A Smart Plan allows a pre-arrangement to convert or switch a specified amount (\$100 Minimum) from one fund to another fund on a monthly, quarterly, semi-annual or annual basis.

**9. DISTRIBUTIONS**

ALL DISTRIBUTIONS WILL BE REINVESTED INTO SECURITIES OF THE SAME FUNDS UNLESS INDICATED OTHERWISE.

REINVEST DISTRIBUTIONS INTO THE FOLLOWING FUND(S):

FROM FUND NAME	FUND CODE	TO FUND NAME	FUND CODE

**10. APPLICATION FOR GRANTS**

Completion of this section is voluntary but required in order for the plan to receive any grant(s) for which the beneficiary/beneficiaries may be eligible. Plan information will be provided to the Employment and Social Development of Canada ("ESDC"). Please complete and attach the appropriate form(s) from the Employment and Social Development of Canada ("ESDC"). Copies of the forms can be obtained from [www.esdc.gc.ca](http://www.esdc.gc.ca)

Forms attached for (check off all applicable):

- BASIC CANADA EDUCATION SAVINGS GRANT ("BASIC GRANT")
- ADDITIONAL CANADA EDUCATION SAVINGS GRANT ("ADDITIONAL CESG")
- CANADA LEARNING BOND ("CLB")
- PROVINCIAL GRANTS

**11. SPECIAL INSTRUCTIONS**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## 12. AUTHORIZATION

I certify that the information contained in this Application is true and complete and that I have read and agree to comply with the applicable terms and conditions stated in this Application. I further acknowledge receipt of a copy of the current prospectus(es) of the Fund(s) in which I am investing.

I hereby apply for a Plan for investment as selected above, request of 1832 that it apply for registration of such Plan under section 146.1 (1) of the *Income Tax Act* (Canada), and acknowledge that I am aware of and agree to be bound by (a) the terms and conditions applicable to the Plan; (b) the fact that I am responsible for determining the permitted amounts that may be contributed to the Plan; (c) the fact that I am aware of the adverse tax implications for me if overcontributions are made to one or more education savings plans on behalf of a particular beneficiary; and (d) the fact that all payments made from the Plan will be subject to taxation as income in accordance with applicable tax legislation. I agree to provide any information required by the Plan Trustee to enable it to apply for and administer the Grant(s) in accordance with applicable legislation.

I understand that the Grant Application herein contained is to be completed by the Subscriber(s) of the Plan, and that completion of such application is voluntary, however, failure to provide this information will result in the beneficiary not being eligible for the Grant(s). I understand that the information contained in the Grant application, as well as the amount of the contribution and the amount of the Plan, may be shared with the custodial parent, and that information will also be provided to Human Resources and Skills Development Canada and Canada Revenue Agency. I understand that the Plan Trustee will make any Grant repayments required under the provisions of the legislation governing the Grant, and that the Plan will comply with the conditions imposed by the *Department of Human Resources Development Act* and the *Canada Education Savings Act*. I hereby declare that the information given in this document is true, correct and complete in every respect.

I acknowledge that I have requested this subscription and all documents, notices and proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto be drawn up in English. Je reconnais avoir demandé à ce que ce formulaire ainsi que tous les documents conclus, avis donnés et procédures intentées reliés, directement ou indirectement aux présentes, soient rédigés en anglais.

### PRIVACY POLICY

By signing this application form, I acknowledge reading 1832's standards for privacy and protection which are disclosed on the reverse side hereof and I consent to my personal information being collected, held, used and disclosed by 1832 to administer my account. My personal information may be shared with others outside 1832 in limited circumstances including, but not limited to third party service providers, my financial advisor and dealer and as required or permitted by law. I acknowledge that I may obtain 1832's Privacy Policy by calling toll free 1.800.268.8186, or by visiting [www.dynamic.ca](http://www.dynamic.ca).

\_\_\_\_\_  
SUBSCRIBER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JOINT SUBSCRIBER'S SIGNATURE

\_\_\_\_\_  
DATE



\_\_\_\_\_  
AUTHORIZED SIGNATURE OF ACCEPTANCE  
This application is accepted by 1832 Asset Management L.P.  
As Agent for The Bank of Nova Scotia Trust Company.

## PROTECTING YOUR PRIVACY

1832 Asset Management L.P. is committed to providing investors with the highest standard of service. As part of our commitment, we protect your privacy and the confidentiality of personal information that you provide to us. This section of the Open and Registered Plan Application Form contains a short summary of our Privacy Policy. It is intended to help you understand what information we collect, how we use and protect this information, and with whom your information is shared.

### WHAT PERSONAL INFORMATION DO WE COLLECT?

Personal information refers to information that identifies you. It may include information such as your birth date, marital status, social insurance number, account holdings and transactions, banking information, beneficiary name, home address, personal email address, home telephone number and the name, address and social insurance number of your spouse.

### HOW DO WE USE YOUR PERSONAL INFORMATION?

We may use your personal information for the following purposes:

- To identify you;
- To ensure our records are accurate;
- To establish and administer your account;
- To execute your transactions;
- To maintain, store, record and determine your account holdings and transaction records;
- To verify previously given information when necessary;
- To provide you and your financial advisor with account statements/information, financial statements for your investments, tax receipts, proxy mailings, transaction confirmations and other information that may be requested or needed to service your account;
- To provide you with quality customer service and support on your investment needs; and
- To meet legal and regulatory requirements.

### HOW DO WE PROTECT YOUR PERSONAL INFORMATION?

Physical, procedural and electronic controls have been put in place to ensure your personal information is protected. Our employees and service providers have access to your personal information to enable them to perform their duties in servicing you. Personal information collected from you will only be used for the identified purposes and will be retained for as long as is necessary to fulfill the service or as required by law.

Our internal code of ethics requires all employees of 1832 Asset Management L.P. to maintain client confidentiality.

Each year, our employees receive a current copy of our code of ethics and are required to certify in writing that they will comply with it.

### WITH WHOM IS YOUR PERSONAL INFORMATION SHARED?

We are not in the business of selling or distributing our investor's personal information to others. Investor confidentiality and privacy remains one of our fundamental principles. However, we may share your information with others outside 1832 Asset Management L.P. in limited circumstances including:

- Third-Party Service Providers. We hire third-party service providers to perform services on your behalf. We provide them with a limited amount of information in order that they may provide services including, but not limited to, data processing, the preparation and mailing of client statements, and document storage. They are prohibited from using the information for purposes other than to carry out the services they have been engaged to provide. These third-party suppliers are not permitted to disclose this information to others.

At times we may use third parties outside of Canada, including in the United States, to perform services for us involving some of your personal information. This may require the transfer of information to those third parties. This information is subject to both the laws of Canada and the laws of the third party's jurisdiction, including laws with respect of disclosure of such information.

- Your Financial Advisor. We share your information with your financial advisor and the dealer with which she or he is registered. We may also have to contact other financial institutions or mutual fund companies in order to gather complete information necessary to properly service your account with us.
- As Permitted or Required By Law. 1832 Asset Management L.P. is compelled to disclose personal information in response to a law, regulation, court order, subpoena, valid demand, search warrant or other legally valid request or enquiry. We may also disclose information to our accountants, auditors, agents and lawyers in connection with the enforcement or protection of our legal rights.
- Business Re-Organization. As we continue to grow, we may in the future re-organize or streamline parts of our operations. Since our business is based on our client relationships, we may disclose personal information to a third party in connection with an amalgamation, re-organization, transfer or financing of parts of our business. These third parties are not permitted to disclose this information to others.

### WHAT PRIVACY RIGHTS DO YOU HAVE?

Upon request, we will provide you with access to your personal information. If you wish to change or update your personal information, you may request to do so at any time. We may be unable to provide you access to specific pieces of information in certain circumstances, such as if the information contains references to other persons, information containing proprietary information confidential to 1832 Asset Management L.P. or its affiliates, information that has been destroyed, information that may be too costly to retrieve or is restricted by law.

You may withdraw your consent for the use of your personal information by contacting 1832 Asset Management L.P. at any time subject to reasonable notice. Legal and other requirements may prevent you from withdrawing consent and your decision to withdraw personal information may also limit the services or products we are able to provide to you.

### YOUR PRIVACY CONCERNS.

Please contact our Customer Relations Centre at 1.800.268.8186 or at [invest@dynamic.ca](mailto:invest@dynamic.ca) with questions or comments about our privacy practices. Further details can be found on our website at [www.dynamic.ca](http://www.dynamic.ca). If your questions have not been resolved to your satisfaction, you can contact the Privacy Officer at 1.866.977.0477.

## EDUCATION SAVINGS PLAN INDIVIDUAL/NON FAMILY PLAN TERMS AND CONDITIONS

The Application and the Terms and Conditions constitute an agreement between the Promoter and the Subscriber pursuant to which, in consideration of payments made hereunder by the Subscriber, the Promoter agrees to pay or cause to be paid to or for a Beneficiary Educational Assistance Payments in accordance with this Agreement.

### 1. DEFINITIONS

**"Accumulated Income Payment"** means any amount paid out of the Plan, other than a payment described in any of paragraphs (a) to (d) and in paragraph (f) of Section 3 hereof, to the extent that the amount so paid exceeds the fair market value of any consideration given to the Plan for the payment of the amount.

**"Agreement"** means the Application together with these Terms and Conditions.

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

**"Beneficiary"** means an individual who has been designated by you as a beneficiary to receive Educational Assistance Payments, if he or she qualifies under the Plan.

**"Contribution"** to an education savings plan does not include an amount paid into the plan under or because of (a) the *Canada Education Savings Act* or a designated provincial program, or

(b) any other program that has a similar purpose to a designated provincial program and that is funded, directly or indirectly, by a province (other than an amount paid into the plan by a public primary caregiver in its capacity as subscriber under the plan).

**"Deemed Canadian Resident"** means an individual deemed by Section 250 of the *Tax Act* to be resident in Canada.

**"Designated Educational Institution"** means a) an educational institution in Canada that is I. a university, college or other educational institution designated by the Lieutenant Governor in Council of a province as a specified educational institution under the *Canada Student Loans Act*, designated by an appropriate authority under the *Canada Student Financial Assistance Act*, or designated by the Minister of Higher Education and Science of the Province of Quebec for the purposes of *An Act respecting financial assistance for students of the Province of Quebec* or II. certified by the Minister of Employment and Social Development to provide non-university credit courses that furnish or improve an individual's skills in or for an occupation, b) a university outside Canada at which a Deemed Canadian Resident is enrolled for at least 3 consecutive weeks, leading to a degree, or c) if the Deemed Canadian Resident lives near the Canada-U.S. border, an educational institution in the United States to which the individual commutes that is a university, college, or other educational institution providing courses at a post-secondary school level.

A formal definition is set out in subsection 118.6(1) of the *Tax Act*.

**"Designated Provincial Program"** means

a) a program administered pursuant to an agreement entered into under Section 12 of the *Canada Education Savings Act*, or

b) a program established under the laws of a province to encourage the financing of children's post-secondary education through savings in registered education savings plans.

**"Educational Assistance Payment"** means any amount, other than a refund of Subscriber contributions, paid under the Plan in accordance with Applicable Tax Legislation to or for a Beneficiary to assist the Beneficiary to further his or her education at a Post-secondary School Level

**"Plan"** means the 1832 Educations Savings Plan set up with your Application.

**"Plan Property"** means all of the property of the Plan, consisting of all payments in or transfers to the Plan by you or on your behalf and all amounts allowed to be paid into the Plan under the *Canada Education Savings Act* or under a Designated Provincial Program together with any income earned on and gains realized in respect of such property less any losses sustained on the realization of any investment, fees and disbursements deducted from the Plan Property pursuant to Section 17 hereof and any amounts paid out of the Plan as provided for herein.

**"Post-secondary Educational Institution"** means (a) an educational institution in Canada that is described in paragraph (a) of the definition "Designated Educational Institution," or (b) an educational institution outside Canada that provides courses at a Post-secondary School Level and that is (i) a university, college or other educational institution at which the Beneficiary is enrolled for at least 13 consecutive weeks, or (ii) a university at which the Beneficiary is enrolled on a full-time basis in a course for at least 3 consecutive weeks.

**"Post-secondary School Level"** includes a program of courses, at an institution described in subparagraph (a)(ii) of the definition "Designated Educational Institution", of a technical or vocational nature designed to furnish a person with skills for, or improve a person's skills in, an occupation.

**"Promoter"** means 1832 Asset Management L.P. ("1832"), a resident of Canada

**"Public Primary Caregiver"** means, in respect of a Beneficiary, the department, agency or institution that maintains the Beneficiary or the public trustee or public curator of the province in which the Beneficiary resides.

**"Qualifying Educational Program"** means a program at a Post-secondary School Level of not less than three consecutive weeks duration that requires that each student taking the program spend not less than ten hours per week on courses or work in the program.

**"RESP"** means a registered education savings plan as defined by Applicable Tax Legislation.

**"RRSP"** means a registered retirement savings plan as defined by Applicable Tax Legislation.

**"Specified Educational Program"** means a program at a Post-secondary School Level of not less than three consecutive weeks duration that requires each student taking the program to spend not less than 12 hours per month on courses in the program.

**"Subscriber"** means

a. the individual(s) identified as the subscriber(s) in the Application or an individual who has acquired the Subscriber's rights under the Plan pursuant to a decree, order or judgment of a competent tribunal, or under a written agreement, relating to a division of property on breakdown of marriage or common-law partnership; or

b. the Public Primary Caregiver of a Beneficiary, who is identified as the subscriber in the Application or an individual or another Public Primary Caregiver who under a written agreement, has acquired a Public Primary Caregiver's rights as the Subscriber under the Plan.

If there are joint individual Subscribers, they must be spouses or common-law partners of each other as defined in the *Tax Act*. A Subscriber does not include an individual who has disposed of his or her rights under the Plan in the circumstances described in paragraph (b) of the definition of "subscriber" in subsection 146.1(1) of the *Tax Act*, or a Public Primary Caregiver whose rights as a subscriber under the Plan have been acquired in the circumstances described in paragraph (a.1) of the definition of "subscriber" in subsection 146.1(1) of the *Tax Act*.

**"Trustee"** means The Bank of Nova Scotia Trust Company ("**Scotiastrust**") "**you**" and "**your**" refer to the Subscriber.

### 2. RESPONSIBILITY FOR AND REGISTRATION OF THE PLAN

1832 agrees that it has ultimate responsibility for the Plan and its administration in accordance with these Terms and Conditions and will apply for registration of the Plan with the relevant taxation authorities pursuant to Applicable Tax Legislation.

### 3. PURPOSES FOR WHICH PLAN PROPERTY HELD

Subject to the payment of applicable fees and disbursements as provided in Section 17 hereof, the Trustee agrees to irrevocably hold the Plan Property in trust in accordance with this Agreement for any one or more of the following purposes:

- a. the payment of Educational Assistance Payments;
- b. the payment to, or to a trust in favour of, a Designated Educational Institution referred to in subparagraph (a)(i) of the definition of that expression in Section 1 hereof;
- c. the repayment of amounts (and the payment of amounts related to that repayment) under the *Canada Education Savings Act* or under a Designated Provincial Program;
- d. the refund of Subscriber contributions;
- e. the payment of Accumulated Income Payments; and
- f. the payment to a trust that irrevocably holds property pursuant to an RESP transferred to it for any of the foregoing purposes.

### 4. SUBSCRIBER ACCOUNT

- a. on registration, 1832 will set up an ESP in your name, and it will keep a record of: (a) the amount contributed with the Application;
- b. all other funds contributed or transferred to the Plan;
- c. the number and value of any investments held in the Plan;
- d. any interest, dividends or other investment earnings;
- e. the proceeds from any sale of your investments in the Plan;
- f. fees or transaction costs charged to the Plan;
- g. the amount, the date of payment by 1832, and recipient of each Educational Assistance Payment made hereunder;
- h. the amount, the date of payment by 1832, and recipient, of any amounts described in paragraphs (d) to (f) of Section 3 hereof paid hereunder; and
- i. such other information as 1832 may decide from time to time.

1832 will forward to you an annual statement of the Plan showing all of the above information for the period from the date of the last statement to the date of the current statement.

### 5. CONTRIBUTIONS TO THE PLAN

A contribution for a Beneficiary is permitted to be made only if:

- (i) the individual's Social Insurance Number is provided to 1832 before the contribution is made, and the individual is resident in Canada when the contribution is made, or
- (ii) the contribution is made by way of transfer from another RESP under which the individual was a beneficiary immediately before the transfer.

Special rules apply where property is transferred from one RESP to another. If amounts are transferred from another RESP which has an earlier effective date than this ESP, the earlier effective date will prevail. In addition, a transfer made from another RESP to this ESP may result in an overcontribution, and such an overcontribution may have adverse tax consequences.

Contributions may be made periodically or by way of a lump sum payment in money or other property. 1832 may set a minimum amount or value for each contribution. The total cumulative contributions made to the Plan for a Beneficiary cannot exceed the RESP lifetime limit as set out in subsection 204.9(1) of the *Tax Act*. You shall be responsible for ensuring that these limits are not exceeded. No contribution may be made into the Plan after the 31st year following the year the Plan was entered into, other than a contribution made by way of transfer from another RESP.

You agree to notify us of any material change in personal circumstances of the beneficiary at the time you make any further contributions to the Plan or immediately before the time the Canada Learning Bond payment is made.

### 6. SAVINGS INITIATIVES

Funds may be payable into the Plan pursuant to one or more of the savings initiatives described below. Payment into the Plan of any such funds will not reduce your contribution limit. 1832 will keep a record of any such funds paid into the Plan and may provide to the government body which grants such funds any information about the Plan required by such government body in connection with the administration of the applicable savings initiative. We may apply for any available savings initiative on your behalf unless you instruct us otherwise.

**Canada Education Savings Grant (CESG):** The contributions to the Plan may attract a CESG based on the percentage of your contributions, subject to the maximums set out in the applicable legislation. 1832 will apply for the CESG periodically when appropriate. Any CESG amounts paid into the Plan must be repaid to the Government of Canada if not used as an Educational Assistance Payment and in such other circumstances as the law requires.

**Canada Learning Bond (CLB):** If you qualify, you may request in the form and manner required that Scotiastrust apply for payment of a CLB into this Plan. Any CLB amounts paid into the Plan must be repaid to the Government of Canada if not used as an Educational Assistance Payment and in such other circumstances as the law requires.

**Québec Education Savings Incentive (QESI):** If you qualify, you may request in the form and manner required that Scotiastrust apply for the QESI. Any incentive paid into this plan must be repaid to the Government of Quebec if it is not used as an Educational Assistance Payment and in such other circumstances as the law requires.

**Other Provincial Grants:** If you qualify for any other provincial grant, bond or incentive (OPG), and provided we offer the OPG, you may apply for the OPG in the form and manner provided for in the applicable provincial legislation. Any such OPG paid into this Plan must be repaid to the province providing the OPG if it is not used as an Educational Assistance Payment and/or in such other circumstances as the law requires.

### 7. INVESTMENTS

1832 will tell you what investment options are available. In turn, you must tell 1832 how you want the contributions invested. These investment options may include mutual funds. 1832 may change the available investment options from time to time, but they will always be qualified investments for an RESP as set out in subsection 146.1(1) of the *Tax Act*. You may transfer funds from one investment to another, provided this is permitted by the terms of the investment and by 1832. To do so, you must provide 1832 instructions in writing. 1832 may also accept your oral instructions if it chooses to. If you have a self-directed ESP, it is your responsibility to choose your investments. You must invest the contributions in investments permitted by the Applicable Tax Legislation and permitted by 1832. You agree to give to 1832 information it may need about any investment. 1832 may, however, decline to make any particular investment for any reason. You may appoint an agent, satisfactory to 1832, to give to 1832 your investment directions. Scotiastrust will keep legal ownership and possession of the investment in your ESP in whatever form it determines.

### 8. BENEFICIARIES

You shall provide in the Application the name of one Beneficiary in respect of the Plan. At any time and from time to time thereafter, you may revoke the designation of a Beneficiary and designate another Beneficiary in respect of the Plan by written notice in the manner required by 1832. An individual is permitted to be designated as a Beneficiary under the Plan only if:

a. the individual's Social Insurance Number is provided to 1832 before the designation is made and the individual is resident in Canada when the designation is made; or

b. the designation is made in conjunction with a transfer of property into the Plan from another RESP under which the individual was a beneficiary immediately before the transfer and either i) the individual's Social Insurance Number is provided to 1832 before the designation is made, or the individual is not a resident in Canada and was ii) not assigned a Social Insurance Number before the designation is made.

Within 90 days after being notified in writing by you that an individual has become a Beneficiary hereunder and of the address of the individual, 1832 shall provide written notice to the Beneficiary at such address of the existence of the Plan and your name and address; provided however, that if the Beneficiary is under 19 years of age at the time of such notification and either ordinarily resides with a parent or is maintained by a Public Primary Caregiver, 1832 will provide such notice to that parent or Public Primary Caregiver.

## 9. PAYMENTS OUT OF THE PLAN

Upon receipt of a written direction from you in the form 1832 requires, subject to the applicable legislation, 1832 shall transfer or otherwise realize the Plan Property to the extent necessary to make any of the following payments:

(a) an Educational Assistance Payment to or for the Beneficiary who

(i) either

A. is enrolled as a student in a Qualifying Educational Program at a Post-secondary Educational Institution, or

B. has attained the age of 16 years and is enrolled as a student in a Specified Educational Program at a Post-secondary Educational Institution, and

(ii) has satisfied either of the following conditions:

A. the condition set out in paragraph (i) A. above, and

I. has satisfied that condition for at least 13 consecutive weeks in the 12-month period that ends at the time for the proposed Educational Assistance Payment,

II. or the total educational assistance payments, including the proposed payment, from all RESPs of 1832 made to or for the Beneficiary in the 12-month period that ends at the time of the proposed payment will not exceed \$5,000 or such greater amount that the Minister designated for the purpose of the *Canada Education Savings Act* approves in writing with respect to that Beneficiary, or

B. the condition set out in paragraph (i) B. above and the total educational assistance payments, including the proposed payment, from all RESPs of 1832 made to or for the Beneficiary in the 13-week period that ends at the time of the proposed payment will not exceed \$2,500 or such greater amount that the Minister designated for the purpose of the *Canada Education Savings Act* approves in writing with respect to that Beneficiary.

Notwithstanding the provisions of this paragraph 9(a), an Educational Assistance Payment may be made to or for the Beneficiary at any time in the six-month period immediately following the particular time at which the Beneficiary ceases to be enrolled as a student in a Qualifying Educational Program or a Specified Educational Program, as the case may be, if the payment would have complied with the requirements of paragraph (a) had it been made immediately before the particular time.

(b) a payment to, or to a trust in favour of, a Designated Educational Institution referred to in subparagraph (a)(i) of the definition of that expression in Section 1 hereof.

(c) a payment to a trust that irrevocably holds money or property pursuant to an RESP transferred to it for any of the purposes set out in Section 3 hereof

(d) a payment to the original Subscriber, other than a refund of Subscriber contributions, or to a RRSP of the original Subscriber or to a spousal RRSP, as permitted by Applicable Tax Legislation. This roll-over is limited by Section 204.94 of the Tax Act and the Subscriber's RRSP room.

(e) an Accumulated Income Payment to you, if you are a resident of Canada and i) the Plan has been in existence for at least ten years and each individual (other than a deceased individual) who is or was a Beneficiary under the Plan has attained 21 years of age before the payment is made and is ineligible to receive an Educational Assistance Payment, or ii) the payment is made in the 35th year following the year in which the Plan was entered into, or iii) each individual who was a Beneficiary under the Plan is deceased when the payment is made.

(f) the repayment of amounts (and the payments of amounts related to that repayment) under the *Canada Education Savings Act* or under a Designated Provincial Program.

An Accumulated Income Payment will not be paid jointly to joint Subscribers. If an Accumulated Income Payment is made to you, the Plan must be terminated by the end of February of the year after the year in which first AIP payment was made.

You may not transfer funds from another RESP to this Plan after an accumulated income payment has been made to you under the other plan. 1832 shall determine whether any conditions precedent to the payment of any amount pursuant to this Section 9 have been satisfied and such determination shall be final and binding on you and/or the Beneficiary, as the case may be. All payments of any kind made from the Plan will be net of any applicable withholding taxes and fees and charges payable hereunder.

## 10. REFUND OF CONTRIBUTIONS

Upon receipt of written notice by 1832 in the form it requires and subject to the Applicable Tax Legislation and the terms hereof, you shall be entitled to:

a. receive a refund from the Plan at any time and from time to time in an amount not exceeding the lesser of the following amounts: (i) the value of the Plan Property held at that time, net of any applicable fees and charges hereunder, and (ii) the difference between the aggregate of all Subscriber contributions made to the Plan prior to that time and all refunds of Subscriber contributions made from the Plan prior to that time (the "**Capital Investment Amount**"); or

b. direct, in the manner prescribed by 1832, that all or any part of the Capital Investment Amount as at the time of payment be paid to the Beneficiary to supplement Educational Assistance Payments made to the Beneficiary.

Notwithstanding any other terms hereof, except as may otherwise be permitted by 1832, a refund or payment of contributions invested in a fixed term investment will not be made until the investment has matured (except when the Plan matures). Processing of a refund can take up to 12 business days from the date the refund request is received. Please allow additional time for the funds to reach their destination.

## 11. METHOD OF PAYING EDUCATIONAL ASSISTANCE PAYMENTS

Educational Assistance Payments (EAPs) as set out in paragraph 9(a) of this Agreement will be paid to or for the Beneficiary on application to 1832 by you. The first EAP may not be more than the amount permitted by the Tax Act. 1832 will require satisfactory proof of the Beneficiary's qualification for the EAP. 1832 may also pay out EAPs on a prearranged schedule of payments, subject to satisfactory proof of the Beneficiary's continuing eligibility.

## 12. PROMOTER'S POWER TO LIQUIDATE PROPERTY

The Trustee may retain in cash such portion of the Plan Property as it in its sole discretion determines is advisable for the administration of the Plan. Without limiting the generality of the foregoing, 1832 may liquidate investments of the Plan to provide for payment of any taxes (including interest and penalties) applicable in respect of the Plan, payment of its fees and reimbursement of disbursements and payment of other reasonable charges. If you fail to direct 1832 as to which investments of the Plan to liquidate, 1832 may sell such investments of the Plan as it in its sole discretion determines is appropriate. If 1832 is required to exercise such discretion, it may make an additional charge against the Plan. If the Plan Property is not sufficient to fully make any such payment or reimbursement, you and the Beneficiary shall be responsible for any shortfall as provided in Section 20 hereof.

## 13. VOTING RIGHTS

If you have an ESP that contains securities investments with voting rights, 1832 will not exercise them unless you tell it to do so in writing.

## 14. TERMINATION DATE

Notwithstanding anything herein to the contrary, the termination date of the Plan (the "**Termination Date**") shall be the date designated by you in the space provided in the application provided that the Termination Date must be not later than the last day of the 35th year following the year in which the Plan was entered into. You may change the Termination Date to a date not later than such day by written instruction in the manner required by the Promoter. Not less than six months prior to the Termination Date, 1832 shall give notice thereof to you and, subject to the terms of any direction given to 1832 prior to the Termination Date as provided in Section 9 hereof, 1832 shall liquidate the Plan Property and pay on the Termination Date an amount equal to the difference between the aggregate amount of the liquidation proceeds less applicable fees and charges hereunder and any other amounts required by law to be deducted from such proceeds, and the Capital Investment Amount as at the time of the payment, either

a. to the Designated Educational Institution, as defined in subparagraph (a)(i) of Section 1, that has been designated by you (or, if no such designation has been made, approved by 1832), or

b. as an Accumulated Income Payment. If 1832 has not received prior to the Termination Date written notice with respect to a refund of Subscriber contributions as provided in Section 10 hereof, 1832 shall hold the balance of such liquidation proceeds, net of any applicable fees and charges hereunder, for you and in your name in a nonregistered account and pay interest thereon on such terms and at such rate or rates as it may from time to time establish, until such direction is received by it.

Once the Plan is terminated, the funds will only be used for any one or more of the purposes set out in Section 3 hereof

## 15. SUBSCRIBER'S DEATH

If the Subscriber dies prior to the Termination Date, the Plan may be continued by any other person who acquires the Subscriber's rights under the Plan or who makes contributions into the Plan.

## 16. AGENTS

You authorize 1832 to delegate the performance of its duties under this Agreement to an agent or agents that it chooses. 1832 acknowledges, however, that the primary responsibility for the administration of your ESP is 1832's.

## 17. FEES AND EXPENSES

1832 may charge the Plan or the Subscriber directly fees for its and the Trustee's services under this contract. 1832 and Trustee are entitled to reimbursement from the Plan for all disbursements and expenses (including taxes, interest, penalties or other governmental charges levied on the Plan) reasonably incurred by the Trustee or the 1832 in connection with the Plan. 1832 is entitled to deduct the unpaid fees, disbursements and expenses from the assets of the Plan and, for this purpose, the Trustee is authorized to realize sufficient assets of the Plan in its sole discretion. Neither 1832 nor the Trustee will be responsible for any resulting loss. In addition, 1832 will be entitled to normal brokerage commissions on the investment transactions for the Plan.

## 18. AMENDMENTS

1832 may change this Agreement from time to time with the agreement of regulatory authorities, if required. If it does so, 1832 will give you 30 days' notice in writing. If 1832 has to amend this Agreement because of changes to the Applicable Tax Legislation or other applicable legislation, it will do so automatically, and 1832 will not be required to tell you about the change before it becomes effective. No amendments, however, will disqualify the Plan as an RESP.

## 19. NOTICE

Write to 1832 to tell them about anything concerning the Plan or this Agreement. 1832 considers that it has received your letter on the day it is delivered to 1832. If 1832 sends you or a Beneficiary a letter, statement, tax form or receipt, 1832 considers that you or the Beneficiary, as the case may be, received it 48 hours after 1832 mailed it to the last address it has in its records for you or the Beneficiary, as applicable. If there are joint Subscribers under this Plan, 1832 can accept instructions from either one of the Subscribers with respect to all matters regarding the Plan, including the naming of a beneficiary, transfers, investments and the making of payments out of the Plan.

In addition, 1832 will not be required to take instructions from a Beneficiary, even though the Beneficiary may have reached the age of majority.

## 20. LIMITATION ON LIABILITY

You and the Beneficiary will at all times indemnify and save harmless 1832 and the Trustee and their agents in respect of any taxes (including interest and penalties, except those allowable under the Tax Act) which may be imposed on any of them under Applicable Tax Legislation in respect of the Plan, or any losses incurred by the Plan, each as a result of: (i) the investment, reinvestment, sale or transfer of Plan Property, or the liquidation of investments of the Plan; and (ii) any payment of any kind made from the Plan. 1832 and the Trustee may reimburse themselves for or may pay any such taxes (except those allowable under the Tax Act) out of the Plan Property. Where such property is not sufficient to fully reimburse 1832 or the Trustee for such taxes or to pay such taxes, as the case may be, you will at all times indemnify and save harmless 1832 and the Trustee for the amount of any shortfall.

## 21. NON-QUALIFIED AND PROHIBITED INVESTMENTS

You have a responsibility to determine whether any investment is a qualified investment. We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment (as defined under the Tax Act).

If the Plan acquires an investment that is a non-qualified investment or a prohibited investment (as defined under the Tax Act), or if property held in the Plan becomes a non-qualified investment or a prohibited investment, it is your responsibility to file any form required under the Tax Act.

## 22. NO ADVANTAGE

No advantage, as defined under paragraph 207.01(1) of the Tax Act, may be extended to you to any person with whom you are not dealing at arm's length.

## 23. RESIGNATION OF TRUSTEE

The Trustee, upon giving you and 1832 at least 30 days' written notice, may resign, and 1832, upon giving you and the Trustee at least 30 days' written notice, may require the Trustee to retire as the trustee of the Plan, provided that a successor trustee has been appointed in writing. This successor trustee shall be a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its services as a Trustee. The Trustee will appoint the successor trustee designated by 1832 but, if 1832 fails to designate a successor trustee within 60 days after it has received notice of the Trustee's intended resignation, the Trustee may designate its successor trustee. The Trustee will transfer all books and records and investments of the Plan to the successor trustee in order to permit the orderly administration of the Plan.

## 24. INFORMATION SLIPS

1832 shall provide you, the Beneficiary and other applicable persons with such information regarding amounts paid to or from the Plan and other transactions of the Plan as is required to be provided under the Applicable Tax Legislation to enable such persons to complete their respective income tax returns.

## 25. HEIRS, EXECUTORS AND ASSIGNS

This Agreement will be binding upon the heirs, executors and administrators of the Subscriber and upon the successors and assigns of the Trustee and 1832.

## 26. INFORMATION

You certify that all the information you have given in the Application, including birth dates, is accurate, and you agree to give 1832 any further information or proof that it may need.

## 27. ENGLISH LANGUAGE

The parties hereto have requested that this Agreement be established in English - les parties ont demandé que le régime soit rédigé en anglais.

## 28. GOVERNING LAW

This Agreement is governed by the applicable laws of the jurisdiction in Canada where you live and the Tax Act. It is to be interpreted according to these laws. If a conflict arises between the applicable laws of the jurisdiction in Canada where you live and the Tax Act, the provisions of the Tax Act will govern.

## 29. ASSIGNMENT BY AGENT

Any agent appointed by the Trustee under this Agreement may assign its rights and obligations granted to it hereunder to any other corporation resident in Canada, approved by Canada Revenue Agency and any other applicable authority, and authorized to assume and discharge the obligations of the agent, provided that such corporation shall execute any agreement and/or other document which is necessary or advisable for the purpose of assuming such rights and obligations and further provided that no such assignment may be made without the prior written consent of the Trustee, which consent may not be unreasonably withheld.

# EDUCATION SAVINGS PLAN FAMILY PLAN TERMS AND CONDITIONS

The Application and the Terms and Conditions constitute an agreement between the Promoter and the Subscriber pursuant to which, in consideration of payments made hereunder by the Subscriber, the Promoter agrees to pay or cause to be paid to or for a Beneficiary Educational Assistance Payments in accordance with this Agreement.

## 1. DEFINITIONS

“**Accumulated Income Payment**” means any amount paid out of the Plan, other than a payment described in any of paragraphs (a) to (d) and in paragraph (f) of Section 3 hereof, to the extent that the amount so paid exceeds the fair market value of any consideration given to the Plan for the payment of the amount.

“**Agreement**” means the Application together with these Terms and Conditions.

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

“**Beneficiary**” means an individual who has been designated by you as a beneficiary to receive Educational Assistance Payments, if he or she qualifies under the Plan.

“**Contribution**” to an education savings plan does not include an amount paid into the plan under or because of (a) the *Canada Education Savings Act* or a designated provincial program, or (b) any other program that has a similar purpose to a designated provincial program and that is funded, directly or indirectly, by a province (other than an amount paid into the plan by a public primary caregiver in its capacity as subscriber under the plan).

“**Deemed Canadian Resident**” means an individual deemed by Section 250 of the Tax Act to be resident in Canada.

“**Designated Educational Institution**” means

a) an educational institution in Canada that is

- I. a university, college or other educational institution designated by the Lieutenant Governor in Council of a province as a specified educational institution under the *Canada Student Loans Act*, designated by an appropriate authority under the *Canada Student Financial Assistance Act*, or designated by the Minister of Higher Education and Science of the Province of Quebec for the purposes of *An Act respecting financial assistance for students of the Province of Quebec*, or
- II. certified by the Minister of Employment and Social Development Canada to provide non-university credit courses that furnish or improve an individual's skills in or for an occupation,
- b) a university outside Canada at which a Deemed Canadian Resident is enrolled for at least 3 consecutive weeks, leading to a degree, or c) if the Deemed Canadian Resident lives near the Canada-U.S. border, an educational institution in the United States to which the individual commutes that is a university, college, or other educational institution providing courses at a post-secondary school level.

A formal definition is set out in subsection 118.6(1) of the Tax Act.

“**Designated Provincial Program**” means

- a) a program administered pursuant to an agreement entered into under Section 12 of the *Canada Education Savings Act*, or
- b) a program established under the laws of a province to encourage the financing of children's post-secondary education through savings in registered education savings plans.

“**Educational Assistance Payment**” means any amount, other than a refund of Subscriber contributions, paid under the Plan in accordance with Applicable Tax Legislation to or for a Beneficiary to assist the Beneficiary to further his or her education at a Post-secondary School Level.

“**Plan**” means the 1832 Education Savings Plan set up with your Application.

“**Plan Property**” means all of the property of the Plan, consisting of all payments in or transfers to the Plan by you or on your behalf and all amounts allowed to be paid into the Plan under the *Canada Education Savings Act* or under a Designated Provincial Program together with any income earned on and gains realized in respect of such property less any losses sustained on the realization of any investment, fees and disbursements deducted from the Plan Property pursuant to Section 17 hereof and any amounts paid out of the Plan as provided for herein.

“**Post-secondary Educational Institution**” means (a) an educational institution in Canada that is described in paragraph (a) of the definition “Designated Educational Institution,” or (b) an educational institution outside Canada that provides courses at a Post-secondary School Level and that is (i) a university, college or other educational institution at which the Beneficiary is enrolled for at least 13 consecutive weeks, or (ii) a university at which the Beneficiary is enrolled on a full-time basis in a course for at least 3 consecutive weeks.

“**Post-secondary School Level**” includes a program of courses, at an institution described in subparagraph (a)(i) of the definition “Designated Educational Institution”, of a technical or vocational nature designed to furnish a person with skills for, or improve a person's skills in, an occupation.

“**Promoter**” means 1832 Asset Management LP. (“1832”), a resident of Canada.

“**Public Primary Caregiver**” means, in respect of a Beneficiary, the department, agency or institution that maintains the Beneficiary or the public trustee or public curator of the province in which the Beneficiary resides.

“**Qualifying Educational Program**” means a program at a Post-secondary School Level of not less than three consecutive weeks duration that requires that each student taking the program spend not less than ten hours per week on courses or work in the program.

“**RESP**” means a registered education savings plan as defined by Applicable Tax Legislation.

“**RRSP**” means a registered retirement savings plan as defined by Applicable Tax Legislation.

“**Specified Educational Program**” means a program at a Post-secondary School Level of not less than three consecutive weeks duration that requires each student taking the program to spend not less than 12 hours per month on courses in the program.

“**Subscriber**” means

- a. the individual(s) identified as the subscriber(s) in the Application or an individual who has acquired the Subscriber's rights under the Plan pursuant to a decree, order or judgment of a competent tribunal, or under a written agreement, relating to a division of property on breakdown of marriage or common-law partnership; or
- b. the Public Primary Caregiver of a Beneficiary, who is identified as the subscriber in the Application or an individual or another Public Primary Caregiver who under a written agreement, has acquired a Public Primary Caregiver's rights as the Subscriber under the Plan.

If there are joint individual Subscribers, they must be spouses or common-law partners of each other as defined in the Tax Act. A Subscriber does not include an individual who has disposed of his or her rights under the Plan in the circumstances described in paragraph (b) of the definition of “subscriber” in subsection 146.1(1) of the Tax Act, or a Public Primary Caregiver whose rights as a subscriber under the Plan have been acquired in the circumstances described in paragraph (a.1) of the definition of “subscriber” in subsection 146.1(1) of the Tax Act.

“**Trustee**” means The Bank of Nova Scotia Trust Company (“**Scotiastrust**”). “**you**” and “**your**” refer to the Subscriber.

## 2. RESPONSIBILITY FOR AND REGISTRATION OF THE PLAN

1832 agrees that it has ultimate responsibility for the Plan and its administration in accordance with these Terms and Conditions and will apply for registration of the Plan with the relevant taxation authorities pursuant to Applicable Tax Legislation.

## 3. PURPOSES FOR WHICH PLAN PROPERTY HELD

Subject to the payment of applicable fees and disbursements as provided in Section 17 hereof, the Trustee agrees to irrevocably hold the Plan Property in trust in accordance with this Agreement for any one or more of the following purposes:

- a. the payment of Educational Assistance Payments;
- b. the payment to, or to a trust in favour of, a Designated Educational Institution referred to in subparagraph (a)(i) of the definition of that expression in Section 1 hereof;
- c. the repayment of amounts (and the payment of amounts related to that repayment) under the *Canada Education Savings Act* or under a Designated Provincial Program;
- d. the refund of Subscriber contributions;
- e. the payment of Accumulated Income Payments; and
- f. the payment to a trust that irrevocably holds property pursuant to an RESP transferred to it for any of the foregoing purposes.

## 4. SUBSCRIBER ACCOUNT

- a. On registration, 1832 will set up an RESP in your name, and it will keep a record of: (a) the amount contributed with the Application;
- b. all other funds contributed or transferred to the Plan;
- c. the number and value of any investments held in the Plan;
- d. any interest, dividends or other investment earnings;
- e. the proceeds from any sale of your investments in the Plan;
- f. fees or transaction costs charged to the Plan;
- g. the amount, the date of payment by 1832, and recipient of each Educational Assistance Payment made hereunder;
- h. the amount, the date of payment by 1832, and recipient, of any amounts described in paragraphs (d) to (f) of Section 3 hereof paid hereunder; and
- i. such other information as 1832 may decide from time to time.

1832 will forward to you an annual statement of the Plan showing all of the above information for the period from the date of the last statement to the date of the current statement.

## 5. CONTRIBUTIONS TO THE PLAN

The only contributions which are permitted are those made by you or on your behalf for a Beneficiary or by way of a transfer from another RESP.

A contribution for a Beneficiary is permitted to be made only if

- a. the individual's Social Insurance Number is provided to 1832 before the contribution is made and (i) the individual is resident in Canada when the contribution is made, or (ii) the contribution is made by way of transfer from another RESP under which the individual was a beneficiary immediately before the transfer; and
- b. either the Beneficiary had not attained 31 years of age before the time of the contribution, or the contribution is made by way of transfer from another RESP of the Beneficiary that allows more than one beneficiary at any one time.

Special rules apply where property is transferred from one RESP to another. If amounts are transferred from another RESP which has an earlier effective date than this ESP, the earlier effective date will prevail. In addition, a transfer made from another RESP to this ESP may result in an overcontribution, and such an overcontribution may have adverse tax consequences.

Contributions may be made periodically or by way of a lump sum payment in money or other property. 1832 may set a minimum amount or value for each contribution. The total cumulative contributions made to the Plan for a Beneficiary cannot exceed the RESP lifetime limit as set out in subsection 204.9(1) of the Tax Act. You shall be responsible for ensuring that these limits are not exceeded. No contribution may be made into the Plan after the 31st year following the year the Plan was entered into, other than a contribution made by way of transfer from another RESP.

You agree to notify us of any material change in personal circumstances of the beneficiary at the time you make any further contributions to the Plan or immediately before the time the Canada Learning Bond payment is made.

## 6. SAVINGS INITIATIVES

Funds may be payable into the Plan pursuant to one or more of the savings initiatives described below. Payment into the Plan of any such funds will not reduce your contribution limit. 1832 will keep a record of any such funds paid into the Plan and may provide to the government body which grants such funds any information about the Plan required by such government body in connection with the administration of the applicable savings initiative. We may apply for any available savings initiative on your behalf unless you instruct us otherwise.

**Canada Education Savings Grants (CESG):** The contributions to the Plan may attract a CESG based on the percentage of your contributions, subject to the maximums set out in the applicable legislation. 1832 will apply for the CESG periodically when appropriate. Any CESG amounts paid into the Plan must be repaid to the Government of Canada if not used as an Educational Assistance Payment and in such other circumstances as the law requires.

**Canada Learning Bond (CLB):** If you qualify, you may request in the form and manner required that Scotiastrust apply for payment of a CLB into this Plan. Any CLB amounts paid into the Plan must be repaid to the Government of Canada if not used as an Educational Assistance Payment and in such other circumstances as the law requires.

**Québec Education Savings Incentive (QESI):** If you qualify, you may request in the form and manner required that Scotiastrust apply for the QESI. Any incentive paid into this plan must be repaid to the Government of Quebec if it is not used as an Educational Assistance Payment and in such other circumstances as the law requires.

**Other Provincial Grants:** If you qualify for any other provincial grant, bond or incentive (OPG), and provided we offer the OPG, you may apply for the OPG in the form and manner provided for in the applicable provincial legislation. Any such OPG paid into this Plan must be repaid to the province providing the OPG if it is not used as an Educational Assistance Payment and/or in such other circumstances as the law requires.

## 7. INVESTMENTS

1832 will tell you what investment options are available. In turn, you must tell 1832 how you want the contributions invested. These investment options may include mutual funds. 1832 may change the available investment options from time to time, but they will always be qualified investments for an RESP as set out in subsection 146.1(1) of the Tax Act. You may transfer funds from one investment to another, provided this is permitted by the terms of the investment and by 1832. To do so, you must provide 1832 instructions in writing. 1832 may also accept your oral instructions if it chooses to. If you have a self-directed RESP, it is your responsibility to choose your investments. You must invest the contributions in investments permitted by the Applicable Tax Legislation and permitted by 1832. You agree to give to 1832 information it may need about any investment. 1832 may, however, decline to make any particular investment for any reason. You may appoint an agent, satisfactory to 1832, to give to 1832 your investment

directions. Scotiastrust will keep legal ownership and possession of the investment in your RESP in whatever form it determines.

## 8. BENEFICIARIES

You shall provide in the Application the name of one or more Beneficiaries in respect of the Plan. At any time and from time to time thereafter, you may revoke the designation of a Beneficiary and designate another Beneficiary in respect of the Plan by written notice in the manner required by 1832. An individual is permitted to be designated as a Beneficiary under the Plan only if:

- a. the individual's Social Insurance Number is provided to 1832 before the designation is made and the individual is resident in Canada when the designation is made; or
- b. the designation is made in conjunction with a transfer of property into the Plan from another RESP under which the individual was a beneficiary immediately before the transfer and either:
  - i) the individual's Social Insurance Number is provided to 1832 before the designation is made, or the individual is not a resident in Canada and was
  - ii) not assigned a Social Insurance Number before the designation is made.

In addition, each of the Beneficiaries must be connected to the Subscriber by blood relationship or adoption within the meaning of the Applicable Tax Legislation and

(a) must be under 21 years of age, or

(b) must have been a beneficiary under another RESP that allows more than one beneficiary at any one time immediately preceding the time of his or her designation as a beneficiary under the Plan.

Within 90 days after being notified in writing by you that an individual has become a Beneficiary hereunder and of the address of the individual, 1832 shall provide written notice to the Beneficiary at such address of the existence of the Plan and your name and address; provided however, that if the Beneficiary is under 19 years of age at the time of such notification and either ordinarily resides with a parent or is maintained by a Public Primary Caregiver, 1832 will provide such notice to that parent or Public Primary Caregiver.

## 9. PAYMENTS OUT OF THE PLAN

Upon receipt of a written direction from you in the form 1832 requires, subject to the applicable legislation, 1832 shall transfer or otherwise realize the Plan Property to the extent necessary to make any of the following payments:

(a) an Educational Assistance Payment to or for the Beneficiary who

(i) either

A. is enrolled as a student in a Qualifying Educational Program at a Post-secondary Educational Institution, or

B. has attained the age of 16 years and is enrolled as a student in a Specified Educational Program at a Post-secondary Educational Institution, and

ii) has satisfied either of the following conditions:

A. the condition set out in paragraph (i)A. above, and

I. has satisfied that condition for at least 13 consecutive weeks in the 12-month period that ends at the time for the proposed Educational Assistance Payment, or

II. the total educational assistance payments, including the proposed payment, from all RESPs of 1832 made to or for the Beneficiary in the 12-month period that ends at the time of the proposed payment will not exceed \$5,000 or such greater amount that the Minister designated for the purpose of the *Canada Education Savings Act* approves in writing with respect to that Beneficiary, or

B. the condition set out in paragraph (i)B. above and the total educational assistance payments, including the proposed payment, from all RESPs of 1832 made to or for the Beneficiary in the 13-week period that ends at the time of the proposed payment will not exceed \$2,500 or such greater amount that the Minister designated for the purpose of the *Canada Education Savings Act* approves in writing with respect to that Beneficiary.

Notwithstanding the provisions of this paragraph 9(a), an Educational Assistance Payment may be made to or for the Beneficiary at any time in the six-month period immediately following the particular time at which the Beneficiary ceases to be enrolled as a student in a Qualifying Educational Program or a Specified Educational Program, as the case may be, if the payment would have complied with the requirements of paragraph (a) had it been made immediately before the particular time.

(b) a payment to, or to a trust in favour of, a Designated Educational Institution referred to in subparagraph (a)(i) of the definition of that expression in Section 1 hereof.

(c) a payment to a trust that irrevocably holds money or property pursuant to an RESP transferred to it for any of the purposes set out in Section 3 hereof.

(d) a payment to the original Subscriber, other than a refund of Subscriber contributions, or to an RRSP of the original Subscriber or to a spousal RRSP, as permitted by Applicable Tax Legislation. This roll-over is limited by Section 204.94 of the Tax Act and the Subscriber's RRSP room.

(e) an Accumulated Income Payment to you, if you are a resident of Canada and (i) the Plan has been in existence for at least ten years and each individual (other than a deceased individual) who is or was a Beneficiary under the Plan has attained 21 years of age before the payment is made and is ineligible to receive an Educational Assistance Payment, or (ii) the payment is made in the 35th year following the year in which the Plan was entered into, or (iii) each individual who was a Beneficiary under the Plan is deceased when the payment is made.

(f) the repayment of amounts (and the payments of amounts related to that repayment) under the *Canada Education Savings Act* or under a Designated Provincial Program.

An Accumulated Income Payment will not be paid jointly to joint Subscribers. If an Accumulated Income Payment is made to you, the Plan must be terminated by the end of February of the year after the year in which first AIP payment was made.

You may not transfer funds from another RESP to this Plan after an accumulated income payment has been made to you under the other plan. 1832 shall determine whether any conditions precedent to the payment of any amount pursuant to this Section 9 have been satisfied and such determination shall be final and binding on you and/or the Beneficiary, as the case may be. All payments of any kind made from the Plan will be net of any applicable withholding taxes and fees and charges payable hereunder.

## 10. REFUND OF CONTRIBUTIONS

Upon receipt of written notice by 1832 in the form it requires and subject to the Applicable Tax Legislation and the terms hereof, you shall be entitled to:

a. receive a refund from the Plan at any time and from time to time in an amount not exceeding the lesser of the following amounts: (i) the value of the Plan Property held at that time, net of any applicable fees and charges hereunder, and (ii) the difference between the aggregate of all Subscriber contributions made to the Plan prior to that time and all refunds of Subscriber contributions made from the Plan prior to that time (the “**Capital Investment Amount**”); or

b. direct, in the manner prescribed by 1832, that all or any part of the Capital Investment Amount as at the time of payment be paid to the Beneficiary to supplement Educational Assistance Payments made to the Beneficiary.

Notwithstanding any other terms hereof, except as may otherwise be permitted by 1832, a refund or payment of contributions invested in a fixed term investment will not be made until the investment has matured (except when the Plan matures). Processing of a refund can take



up to 12 business days from the date the refund request is received. Please allow additional time for the funds to reach their destination.

#### 11. METHOD OF PAYING EDUCATIONAL ASSISTANCE PAYMENTS

Educational Assistance Payments (EAPs) as set out in paragraph 9(a) of this Agreement will be paid to or for the Beneficiary on application to 1832 by you. The first EAP may not be more than the amount permitted by the Tax Act. 1832 will require satisfactory proof of the Beneficiary's qualification for the EAP. 1832 may also pay out EAPs on a prearranged schedule of payments, subject to satisfactory proof of the Beneficiary's continuing eligibility.

#### 12. PROMOTER'S POWER TO LIQUIDATE PROPERTY

The Trustee may retain in cash such portion of the Plan Property as it in its sole discretion determines is advisable for the administration of the Plan. Without limiting the generality of the foregoing, 1832 may liquidate investments of the Plan to provide for payment of any taxes (including interest and penalties) applicable on the Plan, payment of its fees and reimbursement of disbursements and payment of other reasonable charges. If you fail to direct 1832 as to which investments of the Plan to liquidate, 1832 may sell such investments of the Plan as it in its sole discretion determines is appropriate. If 1832 is required to exercise such discretion, it may make an additional charge against the Plan. If the Plan Property is not sufficient to fully make any such payment or reimbursement, you and the Beneficiary shall be responsible for any shortfall as provided in Section 20 hereof.

#### 13. VOTING RIGHTS

If you have an ESP that contains securities investments with voting rights, 1832 will not exercise them unless you tell it to do so in writing.

#### 14. TERMINATION DATE

Notwithstanding anything herein to the contrary, the termination date of the Plan (**the "Termination Date"**) shall be the date designated by you from time to time provided that the Termination Date must be not later than the last day of the 35th year following the year in which the Plan was entered into. You may change the Termination Date to a date not later than such day by written instruction in the manner required by the Promoter. Not less than six months prior to the termination Date, 1832 shall give notice thereof to you and, subject to the terms of any direction given to 1832 prior to the Termination Date as provided in Section 9 hereof, 1832 shall liquidate the Plan Property and pay on the Termination Date an amount equal to the difference between the aggregate amount of the liquidation proceeds less applicable fees and charges hereunder and any other amounts required by law to be deducted from such proceeds, and the Capital Investment Amount as at the time of the payment, either

- to the Designated Educational Institution, as defined in subparagraph (a)(ii) of Section 1, that has been designated by you (or, if no such designation has been made, approved by 1832), or
- as an Accumulated Income Payment. If 1832 has not received prior to the Termination Date written notice with respect to a refund of Subscriber contributions as provided in Section 10 hereof, 1832 shall hold the balance of such liquidation proceeds, net of any applicable fees and charges hereunder, for you and in your name in a nonregistered account and pay interest thereon on such terms and at such rate or rates as it may from time to time establish, until such direction is received by it.

Once the Plan is terminated, the funds will only be used for any one or more of the purposes set out in Section 3 hereof

#### 15. SUBSCRIBER'S DEATH

If the Subscriber dies prior to the Termination Date, the Plan may be continued by any other person who acquires the Subscriber's rights under the Plan or who makes contributions into the Plan.

#### 16. AGENTS

You authorize 1832 to delegate the performance of its duties under this Agreement to an agent or agents that it chooses. 1832 acknowledges, however, that the primary responsibility for the administration of your ESP is 1832's.

#### 17. FEES AND EXPENSES

1832 may charge the Plan or the Subscriber directly fees for its and the Trustee's services under this contract. 1832 and Trustee are entitled to reimbursement from the Plan for all disbursements and expenses (including taxes, interest, penalties or other governmental charges levied on the Plan) reasonably incurred by the Trustee or the Promoter in connection with the Plan. 1832 is entitled to deduct the unpaid fees, disbursements and expenses from the assets of the Plan and, for this purpose, the Trustee is authorized to realize sufficient assets of the Plan in its sole discretion. Neither 1832 nor the Trustee will be responsible for any resulting loss. In addition, 1832 will be entitled to normal brokerage commissions on the investment transactions for the Plan.

#### 18. AMENDMENTS

1832 may change this Agreement from time to time with the agreement of regulatory authorities, if required. If it does so, 1832 will give you 30 days' notice in writing. If 1832 has to amend this Agreement because of changes to the Applicable Tax Legislation or other applicable legislation, it will do so automatically, and 1832 will not be required to tell you about the change before it becomes effective. No amendments, however, will disqualify the Plan as an RESP.

#### 19. NOTICE

Write to 1832 to tell them about anything concerning the Plan or this Agreement. 1832 considers that it has received your letter on the day it is delivered to 1832. If 1832 sends you or a Beneficiary a letter, statement, tax form or receipt, 1832 considers that you or the Beneficiary, as the case may be, received it 48 hours after 1832 mailed it to the last address it has in its records for you or the Beneficiary, as applicable. If there are joint Subscribers under this Plan, 1832 can accept instructions from either one of the Subscribers with respect to all matters regarding the Plan, including the naming of a beneficiary, transfers, investments and the making of payments out of the Plan.

In addition, 1832 will not be required to take instructions from a Beneficiary, even though the Beneficiary may have reached the age of majority.

#### 20. LIMITATION ON LIABILITY

You and the Beneficiary will at all times indemnify and save harmless 1832 and the Trustee and their agents in respect of any taxes (including interest and penalties, except those allowable under the Tax Act) which may be imposed on any of them under Applicable Tax Legislation in respect of the Plan, or any losses incurred by the Plan, each as a result of: (i) the investment, reinvestment, sale or transfer of Plan Property, or the liquidation of investments of the Plan; and (ii) any payment of any kind made from the Plan. 1832 and the Trustee may reimburse themselves for or may pay any such taxes (except those allowable under the Tax Act) out of the Plan Property. Where such property is not sufficient to fully reimburse 1832 or the Trustee for such taxes or to pay such taxes, as the case may be, you will at all times indemnify and save harmless 1832 and the Trustee for the amount of any shortfall.

#### 21. NON-QUALIFIED AND PROHIBITED INVESTMENTS

You have a responsibility to determine whether any investment is a qualified investment. We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment (as defined under the Tax Act).

If the Plan acquires an investment that is a non-qualified investment or a prohibited investment (as defined under the Tax Act), or if property held in the Plan becomes a non-qualified investment or a prohibited investment, it is your responsibility to file any form required under the Tax Act.

#### 22. NO ADVANTAGE

No advantage, as defined under paragraph 207.01(1) of the Tax Act, may be extended to you or to any person with whom you are not dealing at arm's length.

#### 23. RESIGNATION OF TRUSTEE

The Trustee, upon giving you and 1832 at least 30 days' written notice, may resign, and 1832, upon giving you and the Trustee at least 30 days' written notice, may require the Trustee to retire as the trustee of the Plan, provided that a successor trustee has been appointed in writing. This successor trustee shall be a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its services as a Trustee. The Trustee will appoint the successor trustee designated by 1832 but, if 1832 fails to designate a successor trustee within 60 days after it has received notice of the Trustee's intended resignation, the Trustee may designate its successor trustee. The Trustee will transfer all books and records and investments of the Plan to the successor trustee in order to permit the orderly administration of the Plan.

#### 24. INFORMATION SLIPS

1832 shall provide you, the Beneficiary and other applicable persons with such information regarding amounts paid to or from the Plan and other transactions of the Plan as is required to be provided under the Applicable Tax Legislation to enable such persons to complete their respective income tax returns.

#### 25. HEIRS, EXECUTORS AND ASSIGNS

This Agreement will be binding upon the heirs, executors and administrators of the Subscriber and upon the successors and assigns of the Trustee and 1832.

#### 26. INFORMATION

You certify that all the information you have given in the Application, including birth dates, is accurate, and you agree to give 1832 any further information or proof that it may need.

#### 27. ENGLISH LANGUAGE

The parties hereto have requested that this Agreement be established in English - les parties ont demandé que le régime soit rédigé en anglais.

#### 28. GOVERNING LAW

This Agreement is governed by the applicable laws of the jurisdiction in Canada where you live and the Tax Act. It is to be interpreted according to these laws. If a conflict arises between the applicable laws of the jurisdiction in Canada where you live and the Tax Act, the provisions of the Tax Act will govern.

#### 29. ASSIGNMENT BY AGENT

Any agent appointed by the Trustee under this Agreement may assign its rights and obligations granted to it hereunder to any other corporation resident in Canada, approved by Canada Revenue Agency and any other applicable authority, and authorized to assume and discharge the obligations of the agent, provided that such corporation shall execute any agreement and/or other document which is necessary or advisable for the purpose of assuming such rights and obligations and further provided that no such assignment may be made without the prior written consent of the Trustee, which consent may not be unreasonably withheld.

## PRE-AUTHORIZED CHEQUING PLAN (PAC) TERMS AND CONDITIONS

**By signing this application, you hereby waive any pre-notification requirements as specified by sections 15(a) and (b) of the Canadian Payments Association Rule H1 with regards to pre-authorized debits.**

- You authorize 1832 Asset Management L.P. to debit the bank account provided for the amount(s) and in the frequencies instructed.
- If this is for your own personal investment, your debit will be considered a Personal Pre-authorized Debit (PAD) by Canadian Payments Association definition. If this is for business purposes, it will be considered a Business PAD. Monies transferred between CPA members will be considered a Funds Transfer PAD.
- You have certain recourse rights if a debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this pre-authorized debit agreement. To obtain more information on your recourse rights, you may contact your financial institution, 1832 Asset Management L.P. or visit [www.cdnpay.ca](http://www.cdnpay.ca).
- You confirm that all persons whose signatures are required to authorize transactions in the bank account provided have signed this application.
- You may change these instructions or cancel this plan at any time, provided that 1832 Asset

Management L.P. receives at least 5 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, you may contact your financial institution, 1832 Asset Management L.P. or visit the Canadian Payments Association website at [www.cdnpay.ca](http://www.cdnpay.ca). You agree to release the financial institution and 1832 Asset Management L.P. of all liability if the revocation is not respected, except in the case of gross negligence by the financial institution or 1832 Asset Management L.P.

- 1832 Asset Management L.P. is authorized to accept changes to this agreement from your registered dealer or your financial advisor in accordance with the policies of 1832 Asset Management L.P., in accordance with the disclosure and authorization requirements of the CPA.
- 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.
- 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.
- You have requested this application form and all other documents relating hereto to be in English. Vous avez exigé que ce formulaire et tous les documents y afférant soient rédigés en anglais.