



**AGF Trust Company**  
 One Toronto Street, 10th Floor  
 Toronto, Ontario, Canada M5C 2V6  
 t 1 866 273-9971 f 1 866 713-1187 w AGF.com

# AGF TRUST COMPANY RETIREMENT SAVINGS PLAN GIC APPLICATION FORM

\_\_\_\_\_

Certificate Number

\_\_\_\_\_

Application Number

Broker Code \_\_\_\_\_ Rep Code \_\_\_\_\_ Client Number \_\_\_\_\_ Agent Number \_\_\_\_\_

## Client Information

Application was completed  In Person  By Telephone  By Mail or Electronic Means  
 New Client  Existing Client Existing Client Account Number: \_\_\_\_\_

## Your Personal Information (please print)

### ANNUITANT'S INFORMATION

Language Preference

Mr.  Mrs.  Ms.  Miss  Dr.

English  
 French

First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last Name \_\_\_\_\_

Date of Birth Social Insurance Number

Address \_\_\_\_\_ Suite# \_\_\_\_\_

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

( ) ( )

Primary Phone \_\_\_\_\_ Secondary Phone \_\_\_\_\_

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

Employer's Name \_\_\_\_\_

Employer's Address \_\_\_\_\_ Employer's Phone \_\_\_\_\_

### RESIDENCY INFORMATION FOR TAXATION PURPOSES

Country and Province of Residence \_\_\_\_\_

Citizenship \_\_\_\_\_

Are you a United States Person:  Yes  No  Non Resident

### CONTRIBUTOR'S INFORMATION (Spousal Only)

Language Preference

Mr.  Mrs.  Ms.  Miss  Dr.

English  
 French

First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last Name \_\_\_\_\_

Date of Birth Social Insurance Number

Address \_\_\_\_\_ Suite# \_\_\_\_\_

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

( ) ( )

Primary Phone \_\_\_\_\_ Secondary Phone \_\_\_\_\_

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

Employer's Name \_\_\_\_\_

Employer's Address \_\_\_\_\_ Employer's Phone \_\_\_\_\_

### RESIDENCY INFORMATION FOR TAXATION PURPOSES

Country and Province of Residence \_\_\_\_\_

Citizenship \_\_\_\_\_

Are you a United States Person:  Yes  No  Non Resident

## Designation of Beneficiary (may only be used in those provinces which allow beneficiary designation other than by will)

You hereby designate your

(Relationship) \_\_\_\_\_ (Full Name of Beneficiary) \_\_\_\_\_ %  
 (Percentage)

(Relationship) \_\_\_\_\_ (Full Name of Beneficiary) \_\_\_\_\_ %  
 (Percentage)

(Relationship) \_\_\_\_\_ (Full Name of Beneficiary) \_\_\_\_\_ %  
 (Percentage)

as your beneficiary under the Plan and reserve the right to change this designation at any time.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_ Witness \_\_\_\_\_

## Third Party Declaration

Will this account be used for the benefit of or on behalf of anyone not disclosed on the application?  No  Yes (Provide Details)

Name of Third Party \_\_\_\_\_

Date of Birth of Third Party

Address \_\_\_\_\_ Suite# \_\_\_\_\_

Occupation/ Principal Business of Third Party \_\_\_\_\_

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

Relationship to the Registered Owner(s) \_\_\_\_\_

Certificate of Incorporation No. (for legal entities only) \_\_\_\_\_

Place of Issue \_\_\_\_\_



# AGF TRUST COMPANY RETIREMENT SAVINGS PLAN GIC APPLICATION FORM

Certificate Number

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## Investment Instructions

Renewal      Existing Account Number \_\_\_\_\_ Interest Rate %<sup>1</sup> \_\_\_\_\_ Term \_\_\_\_\_
   
 Months       Years      Issue Date         
  
 Years      Maturity Date<sup>2</sup>

<sup>1</sup>There is a 30 day rate hold guarantee from the date a transfer form is received. In the event the funds are received past the 30 days the interest rate will default to the then current rate.

<sup>2</sup>When the maturity date falls on a non-business day the maturity date may be amended to the next business day.

Interest is compounded annually and paid at maturity.

New Contribution
   
 Transfer in from:       RRSP       Spousal RRSP (Complete Spousal Information)       Other: \_\_\_\_\_
   
 T2033 or T2151 attached

\_\_\_\_\_  
Name of Relinquishing Financial Institution

Eligible for Canadian Deposit Insurance Corporation (CDIC) Coverage     Yes     No

This product is non-redeemable prior to maturity.

There are no fees to purchase or maintain this investment       See fee schedule for applicable fees associated with this investment

## Consent to the Collection, Use and Disclosure of Information and Acknowledgements

No      I/ we, my spouse, parents, children, brothers or sisters or my spouse's mother or father has been one of the following for a country *other than Canada*; a head of state or government, a member of the executive council of foreign government or a member of a legislature; a deputy minister or equivalent; an ambassador; an ambassador's attaché or councillor; obtained the rank of general or higher in foreign military; a president of a state owned company or bank; a head of a government agency; a judge or a leader or president of a political party in a legislature. **If "yes" please provide the specific details on a separate PEFP form.**
  
 Yes

By signing this application I/We consent to the collection of the personal information contained in this form by my/our Deposit Broker and or the AGF Trust Company. I/We consent to the use, retention and disclosure of our personal information as is reasonably required in connection with the establishment and maintenance of an account in my/our name, to meet legal and regulatory requirements and for statistical, audit and security purposes in the manner set out in the AGF Trust Company's published privacy policy. I/We have read the above paragraph and hereby give my/our consent to the collection, use and disclosure of the personal information described therein. Where investments are registered to two or more persons and the words "and/or", or "or" appear between the names of the registered owners, interest and principal may be paid to or to the order of any one of them and the receipt of such payment shall be a valid discharge. The Deposit Broker may take instructions from or deal with, any joint owner on all matters concerning the investment.

By signing this application I/We apply for membership in the AGF Trust Company Guaranteed Retirement Savings Plan and request that a trust be established within the terms of the plan according to the provisions of the Declaration of Trust attached to this application and the AGF Trust Company, the Trustee, apply for the registration of the Plan as a Registered Retirement Savings Plan in accordance with the applicable tax legislation; I/We authorize AGF Trust Company to invest my/our RSP contributions in such investments as you may in writing from time to time direct; I/We acknowledge that income tax may be payable on amounts paid out under the Plan and that I/We are solely responsible for determining the permitted amounts that may be contributed to the Plan and the suitability and eligibility of investments made by the Plan; I/We acknowledge that interest ceases at maturity.

I/We confirm that the information provided is true and accurate. I/We acknowledge that the details of the investment have been fully explained and acknowledge receipt of a copy of this application with the investment details. Where a fee schedule is applicable I acknowledge receipt of the schedule.

\_\_\_\_\_          
  
 Annuitant's Signature      Date

\_\_\_\_\_          
  
 Spousal Contributor's Signature      Date

## Broker Declaration

Unless otherwise stated above, I, as authorized representative of the Deposit Broker accepting this transaction, have taken reasonable measures and certify that (i) I have no reason to believe that the account holder(s) are acting on behalf of a third party or if so have provided the required Third Party Declaration information (ii) the account holder(s) above are not politically exposed foreign persons or if so have provided the information on an attached PEFP form (iii) the intent of this account is for saving/investment unless otherwise indicated, for the sole use of the applicant(s) listed above (iv) for deposit amounts \$10,000 and over: I hereby confirm that I have not received the deposit amount in cash (v) I have fully explained the terms and conditions of this investment with AGF Trust Company and (vi) I have advised the client(s) listed above, on behalf of the issuer, of all relevant disclosures as per the Deposit Type Instruments Regulations.

\_\_\_\_\_          
  
 Deposit Broker Name      Representative Name      Signature      Date

(    )      (    )
   
 \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_
   
 Phone      Fax      E-mail

## DECLARATION OF TRUST RETIREMENT SAVINGS PLAN

### DEFINITIONS

“**Act**” means the *Income Tax Act* (Canada) and the regulations thereunder.

“**LIRA**” means a locked-in retirement account or locked-in retirement savings plan.

“**Plan**” means your AGF Trust Company Guaranteed Retirement Savings Plan. Under the Tax Laws, we are the issuer of the Plan and you are the person for whom we have agreed to provide retirement income.

“**RRIF**” means a registered retirement income fund.

“**RRSP**” means a registered retirement savings plan.

“**Spouse**” means the individual who is considered to be your spouse or common-law partner under the Tax Laws.

“**Tax Laws**” means the Act and any applicable income tax legislation of the province or territory in which you live.

“**We**”, “**us**”, “**our**” or the “**Trustee**” mean AGF Trust Company.

“**You**” and “**your**” mean the annuitant of the AGF Trust Company Guaranteed Retirement Savings Plan named on the attached application.

### DECLARATION OF TRUST

We agree to act as trustee for you under the Plan according to the terms and conditions set out herein. For greater certainty, this arrangement is a trust for purposes of the Tax Laws.

### GOVERNING LAW

This declaration of trust and the Plan will be governed by, interpreted and administered according to the laws of the province of Ontario (or in the case of a LIRA, the laws of the applicable province) and the federal laws of Canada applicable therein.

### REGISTRATION

When we receive your completed application, we will apply to register the Plan under the relevant provisions of the Tax Laws.

### PROOF OF AGE

The statement of your date of birth (and, where applicable, of the date of birth of your Spouse) on the Plan application shall constitute a certification by you of your age (and, where applicable, the age of your Spouse) and an undertaking by you to furnish such further evidence of proof of age as may be required hereunder.

### YOUR CONTRIBUTIONS TO THE PLAN

Subject to the Tax Laws, we will hold in trust for you:

- all contributions you or your Spouse make to the Plan;
- if you participate in a group RRSP, all contributions made to the Plan by your employer or your Spouse's employer as your agent or your Spouse's agent;
- all transfers to the Plan from other registered plans where you are the annuitant; and
- all income and capital gains generated by the investment of these contributions.

No contribution or transfer may be made after the maturity date of the Plan (as described below). You or your Spouse are solely responsible for determining the maximum amount that may be contributed to the Plan each year under the Tax Laws and how much is deductible in the contributor's personal income tax return. If you or your Spouse contribute more than the maximum amount permitted under the Tax Laws, we will return the over-contribution to you or your Spouse when you or your Spouse send us a written request to reduce the amount of the over-contribution. We can liquidate assets held under the Plan for this purpose.

You can't use the assets in the Plan as security for a loan.

### HOW WE INVEST YOUR CONTRIBUTIONS

We will invest the assets in the Plan in the investment products we make available for investment by the Plan from time to time, according to your instructions. Where an investment has a maturity date and you do not tell us how to invest the assets, we will reinvest the proceeds in AGF Trust Company one-year guaranteed investment certificates at the then applicable annual interest rate. You have the right to cancel such reinvestment within ten (10) days.

We do not have any duty or responsibility to make or choose any investment, to decide whether to hold or dispose of any investment or to exercise any discretion with regard to any investment of the Plan, except as otherwise expressly provided in this Declaration of Trust.

You are solely responsible for ensuring that the investments in the Plan are qualified investments for your Plan under the Tax Laws.

### TRANSFERS FROM OTHER PLANS

You may transfer assets to the Plan from:

- other RRSPs under which you are the annuitant;
- registered pension plans under which you are the annuitant;
- RRIFs under which you are the annuitant; and
- LIRAs under which you are the annuitant.

In addition to the terms and conditions of this Declaration of Trust, you agree to be bound by, and the Plan will be subject to, any additional terms and conditions required to complete the transfer of “locked-in” amounts in accordance with the Tax Laws and applicable pension legislation. Where there are inconsistencies between this Declaration of Trust and those additional terms and conditions regarding the “locked-in” amounts, those additional terms and conditions will take precedence over the terms and conditions of this Declaration of Trust.

### MATURITY DATE OF THE PLAN

We will invest and use the assets of the Plan to provide you with retirement income on maturity of the Plan. The maturity date of your Plan is the date the assets in the Plan must be used to start providing you with retirement income. The maturity date of the Plan cannot be later than the end of the calendar year in which you reach the maximum age determined under the Tax Laws from time to time. At least 90 days before the maturity date, you must tell us in writing the maturity date you would like for the Plan. If you have not provided us with such notice in writing within the time frame provided, the maturity date for your Plan will be deemed to be December 31 of the year in which you reach the maximum age determined under the Tax Laws from time to time.

### CHOICES FOR YOUR RETIREMENT INCOME

Before the maturity date, you must either purchase an annuity or transfer the plan to a RRIF. You have several other choices for retirement income. At least 60 days before the maturity date, you may tell us in writing to either:

- (a) Transfer the assets in the Plan, less any fees, to a RRIF; or
- (b) Use the Plan assets, less any fees, to buy an annuity, issued by another company, that complies with the Tax Laws and is either:
  - a life annuity;
  - a fixed term annuity; or
  - a combination of life and fixed term annuities.

We will liquidate the assets in the Plan to make a transfer to a RRIF or to buy an annuity.

We may require further proof of your age or your Spouse's age to provide any of these choices.

If you choose a RRIF, you will be required to withdraw a minimum amount each year following the year the RRIF is set up in accordance with the Tax Laws governing RRIFs.

If you choose an annuity, equal payments will be made on an annual or more frequent basis (except if the annuity is a variable annuity) until the annuity is cashed-in in full or in part. If you cash in your annuity in full, payments will stop. If you cash in only part of the annuity, equal payments will continue on an annual or more frequent basis.

You cannot partly or wholly assign your annuity to any other party.

If an annuity becomes payable to anyone other than you or your Spouse, the annuity must be cashed in.

If payments continue to your Spouse when you die, the total annuity payments to your Spouse in any year after your death will not be more than the total annuity payments made to you in any year before your death.

You may integrate your annuity with the Old Age Security Pension and you may elect to index the annuity according to the Consumer Price Index or at a rate specified in the annuity contract, up to 4% yearly.

If you choose a life annuity, payments start on the maturity date of the Plan and continue for your life. You can arrange for payments to be made to your Spouse for the rest of his or her life after you die. The annuity may have a guaranteed term which must not exceed 90 years minus either:

- Your age at the maturity date; or
- If you choose, your Spouse's age at the maturity date, if your Spouse is younger than you.

If you choose a fixed term annuity, payments start on the maturity date of the Plan and continue for a fixed term. You can arrange for payments to be made to your Spouse for the remainder of the term after you die. The term of the annuity must be 90 years minus either:

- Your age at the maturity date, or
- If you choose, your Spouse's age at the maturity date, if your Spouse is younger than you.

Your age in whole years is used for these calculations.

Unless you tell us otherwise at least 60 days before your maturity date, we will use the assets in the Plan, less any fees, to buy an AGF Trust Company RRIF Guaranteed Income Certificate in your name on your maturity date under which you will be the annuitant. We will act as Trustee for your AGF Trust Company RRIF Guaranteed Income Certificate.

#### **PAYMENTS BEFORE THE MATURITY DATE**

You may request a payment from the Plan at any time before the maturity date of the Plan. When we receive your written request, we will liquidate assets in the Plan according to your instructions and pay the proceeds to you, less any fees or taxes we are required to withhold. If you do not tell us which assets to liquidate, we will use our own discretion.

#### **TRANSFERS TO OTHER PLANS**

You may instruct us to transfer all or part of the Plan assets in accordance with the Tax Laws to one or more RRSP's or to a registered pension plan by giving us at least 90 days prior written notice of the transfer (or such shorter time as we may permit). No transfer will be made until all fees, expenses and taxes have been paid.

#### **IF YOU DIE BEFORE THE MATURITY DATE**

If you die before the maturity date of the Plan, we will liquidate the assets in the Plan and, subject to any additional legal requirements, pay the proceeds to your legal personal representatives in a lump sum, less any fees and taxes. If you have designated one or more beneficiaries for the Plan who are alive at the time of your death, we will pay these proceeds to your beneficiaries, less any fees and taxes. We will need satisfactory proof of your death, and may require other documents from your legal personal representatives or beneficiaries before we can make the payment.

Where allowed by law, you can designate a beneficiary on the Plan application or by written notice in a form reasonably acceptable to us. You are solely responsible for making sure your beneficiary is legally valid. You can change the beneficiary or beneficiaries by completing a form we provide or by giving us written notice. The form or notice must be delivered to us before we make any payments from the Plan. If you have given us more than one form or notice, we will act on the one with the most recent date.

#### **ACCOUNT STATEMENTS**

We will keep the account records of the Plan. Every year, we will send you or your Spouse a statement showing:

- contributions, transfers and earnings;
- payments from the Plan and any taxes that apply;
- fees or expenses; and
- the total value of the Plan.

If some of the assets of the Plan are held through a LIRA or other locked-in arrangement, we will keep a separate account for those assets and send you a separate statement.

#### **INCOME TAX RECEIPTS**

We will provide you or your Spouse with income tax receipts for contributions to the Plan and any other activity for which we are required to issue tax receipts under the Tax Laws.

#### **ADVANTAGES AND SPECIAL SERVICES**

No advantages or special services that are conditional in any way on the existence of the Plan, other than those permitted under the Tax Laws, may be extended to you, members of your immediate family, or anyone else with whom you are not dealing at arm's length (within the meaning of the Tax Laws).

#### **FEES**

We are entitled to receive a fee for our services as Trustee. We are also entitled to reimbursement for any costs, charges and expenses we incur in the course of performing our duties as Trustee, including, without limitation, any taxes, interest or penalties payable in respect of the Plan. These fees and reimbursements are determined from time to time and are outlined in a fee schedule provided to you at the time of your investment and on your account statement.

We are also entitled to receive a reasonable fee, which we may establish, for any exceptional services we perform as trustee, including having to exercise our discretion.

We will deduct these fees and reimbursements from the assets of the Plan and may sell assets as we consider necessary for this purpose. In some cases, we may allow you to pay us directly instead of from the assets of the Plan. We'll give you 30 days' written notice before changing these fees.

#### **NOTICES**

You can write to us about the Plan by sending a postage paid letter to:

AGF Trust Company  
One Toronto Street, 10th Floor, P.O. Box 6  
Toronto, Ontario M5C 2V6

We will consider that you have given us the letter when we receive it. We will give you or your Spouse any notice, document, statement or receipt by mailing it to the last address you or your Spouse have given to us in writing. We will consider that we have given you the letter on the day we mail it. If we incur any expenses in responding to any third party legal notice or document, we may charge such expenses to the Plan. We may, but are not required to, notify you of the receipt of any legal notice or document before we comply with it. Any payment made by us to a third party claimant under any legal process, if the payment is made in good faith, is a discharge of our trust obligations to the extent of the amount paid.

#### **CHANGES TO THE DECLARATION OF TRUST**

We may at our own discretion, change this Declaration of Trust provided that:

- The relevant taxation authorities approve; and
- Any changes do not disqualify the Plan as a RRSP under the Tax Laws.

We'll notify you in writing 30 days before making these changes.

The Plan is required to comply with the Tax Laws at all times. If we need to make changes in order to comply with the Tax Laws, the changes will be effective as soon as we notify you.

#### **LIMITATION ON THE LIABILITY OF THE TRUSTEE AND AGENT**

We are not responsible for taxes, interest or penalties imposed on us for buying, selling or keeping any investment, including non-qualified investments or due to contributions (including over-contributions) to the Plan. We may reimburse ourselves for, or pay any such taxes out of, the assets of the Plan in any manner we choose.

We are not responsible if the Plan, you, or any beneficiary incurs losses caused by our buying, selling or keeping any investment, unless the losses are caused by or result from our bad faith, willful misconduct, gross negligence or reckless disregard.

You, any beneficiary under the Plan and your/his/her/their legal personal representatives agree to indemnify us for any taxes we must pay in respect of the Plan (including penalties or interest in connection with such taxes), assessments, expenses, liabilities, claims, penalties, demands and losses incurred by the plan, caused by us:

- buying, selling or keeping any investment;
- making payments from the Plan in accordance with this Declaration of Trust; or
- acting or refusing to act on any instructions given to us by you or for you, unless the losses are caused by or result from our bad faith, willful misconduct, gross negligence or reckless disregard.

#### **ULTIMATE RESPONSIBILITY**

Final responsibility for the administration of the Plan lies with AGF Trust Company.

#### **TERMINATION OF PLAN**

We may terminate this Plan by giving 90 days' notice in writing to you.

Within 90 days of receiving notice from us, you must provide us with instructions for transferring the assets in your Plan.

#### **COMPLAINTS PROCESS**

Should you have a concern or complaint about our products or services, we encourage you to advise us of the situation for appropriate action to be taken. You can forward your complaint to us by contacting our Client Services Department by phone at 1-866-273-9971; fax at 1-866-713-1187 or mail at the address set out above in the section entitled "Notices." If you are not satisfied, you may escalate your complaint to the Supervisor of Client Services and then to our Director of Client Services. If you are still not satisfied, you may contact the AGF Trust Ombudsman at the address or fax number set out above. For more information about further escalation of your complaint to the Ombudsman for Banking Services and Investments and the Financial Consumer Agency of Canada, please see our published complaints process available at [www.agf.com](http://www.agf.com).

#### **QUEBEC RESIDENTS/RÉSIDENTS DU QUÉBEC**

You confirm that you expressly requested all communications relating to the Plan be in English, including the application, this Declaration of Trust (and any additional terms and conditions), all notices and all statements.

Vous confirmez avoir expressément demandé que toute communication se rapportant à ce régime soit rédigée en anglais, y compris:

- la demande
- cette déclaration de fiducie (et toute autre modalité)
- tous les avis
- tous les états de compte