



## TAX-FREE SAVINGS ACCOUNT APPLICATION FORM

# HARMONY FUND CODES

## TRUST

| POOL NAME             | WRAP    |         |         | EMBEDDED |         |         | SERIES T |    |     | SERIES V |    |     | SERIES F |
|-----------------------|---------|---------|---------|----------|---------|---------|----------|----|-----|----------|----|-----|----------|
|                       | FE      | LL      | DSC     | FE       | LL      | DSC     | FE       | LL | DSC | FE       | LL | DSC |          |
| Canadian Equity       | HAR002  | HAR022  | HAR342  | HAR042   | HAR062  | HAR362  | -        | -  | -   | -        | -  | -   | -        |
| Canadian Fixed Income | HAR001  | HAR021  | HAR341  | HAR041   | HAR061  | HAR361  | -        | -  | -   | -        | -  | -   | -        |
| Diversified Income    | HAR4745 | HAR4747 | HAR4746 | HAR4748  | HAR4750 | HAR4749 | -        | -  | -   | -        | -  | -   | -        |
| Global Fixed Income   | HAR4736 | HAR4738 | HAR4737 | HAR4739  | HAR4741 | HAR4740 | -        | -  | -   | -        | -  | -   | -        |
| Money Market          | HAR009  | HAR029  | HAR349  | HAR049   | HAR069  | HAR369  | -        | -  | -   | -        | -  | -   | -        |
| Non-traditional       | HAR4718 | HAR4720 | HAR4719 | HAR4721  | HAR4723 | HAR4722 | -        | -  | -   | -        | -  | -   | -        |
| Overseas Equity       | HAR005  | HAR025  | HAR345  | HAR045   | HAR065  | HAR365  | -        | -  | -   | -        | -  | -   | -        |
| U.S. Equity           | HAR006  | HAR026  | HAR346  | HAR046   | HAR066  | HAR366  | -        | -  | -   | -        | -  | -   | -        |

## PORTFOLIO NAME

|                 |        |        |        |        |        |        |         |         |         |         |         |         |         |
|-----------------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|---------|
| Yield           | HAR390 | HAR391 | HAR392 | HAR393 | HAR394 | HAR395 | HAR091  | HAR093  | HAR092  | HAR3333 | HAR3335 | HAR3334 | HAR5311 |
| Conservative    | HAR011 | HAR031 | HAR351 | HAR051 | HAR071 | HAR371 | -       | -       | -       | -       | -       | -       | HAR5338 |
| Balanced        | HAR012 | HAR032 | HAR352 | HAR052 | HAR072 | HAR372 | -       | -       | -       | -       | -       | -       | HAR5306 |
| Balanced Growth | HAR094 | HAR095 | HAR338 | HAR096 | HAR097 | HAR339 | HAR4530 | HAR4532 | HAR4531 | HAR3330 | HAR3332 | HAR3331 | HAR5316 |
| Growth          | HAR013 | HAR033 | HAR353 | HAR053 | HAR073 | HAR373 | HAR4521 | HAR4523 | HAR4522 | HAR3321 | HAR3323 | HAR3322 | HAR5342 |
| Growth Plus     | HAR014 | HAR034 | HAR354 | HAR054 | HAR074 | HAR374 | -       | -       | -       | -       | -       | -       | HAR5340 |
| Maximum Growth  | HAR015 | HAR035 | HAR355 | HAR055 | HAR075 | HAR375 | -       | -       | -       | -       | -       | -       | HAR5344 |

## CORPORATE CLASS

| PORTFOLIO CLASS NAME | WRAP    |         |         | EMBEDDED |         |         | SERIES T |         |         | SERIES V |         |         | SERIES F |
|----------------------|---------|---------|---------|----------|---------|---------|----------|---------|---------|----------|---------|---------|----------|
|                      | FE      | LL      | DSC     | FE       | LL      | DSC     | FE       | LL      | DSC     | FE       | LL      | DSC     |          |
| Balanced Growth      | HAR4709 | HAR4711 | HAR4710 | HAR4712  | HAR4714 | HAR4713 | HAR4715  | HAR4717 | HAR4716 | HAR3360  | HAR3362 | HAR3361 | HAR5320  |
| Growth               | HAR4578 | HAR4580 | HAR4579 | HAR4581  | HAR4583 | HAR4582 | HAR4584  | HAR4586 | HAR4585 | HAR3351  | HAR3353 | HAR3352 | HAR5343  |
| Growth Plus          | HAR4587 | HAR4589 | HAR4588 | HAR4590  | HAR4592 | HAR4591 | -        | -       | -       | -        | -       | -       | HAR5341  |
| Maximum Growth       | HAR4700 | HAR4702 | HAR4701 | HAR4703  | HAR4705 | HAR4704 | -        | -       | -       | -        | -       | -       | HAR5345  |

# TAX-FREE SAVINGS ACCOUNT APPLICATION FORM

Note: U.S. residents may not be eligible to open an account.

### 1. Type of Tax-Free Savings Account (TFSA) (Please complete a separate application for each account type)

Tax-Free Savings Account   
  Group Tax-Free Savings Account   
  Change/Add Information

Dealer Number    OR     Nominee Number

SDTFSA
 

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

### 2. Holder Information

Title:    Mr.    Mrs.    Miss    Ms.    Dr.   Date Y|Y|Y|Y|M|M|D|D

Language Preference:    English    French  
(If a Quebec resident, see below ?)

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

Home Address (number, street, apartment)<sup>1</sup> \_\_\_\_\_

Y|Y|Y|Y|M|M|D|D

Date of Birth \_\_\_\_\_  
Social Insurance Number (Mandatory)  
We're required by law to ask you for your Social Insurance Number (SIN), so we can report the income earned on your investments to the Canada Revenue Agency.

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

Tax Country<sup>3</sup> \_\_\_\_\_ Tax Province<sup>3</sup> \_\_\_\_\_

(    )    (    )  
Home Telephone    Business Telephone

<sup>1</sup> You should notify AGF if you are no longer a resident of Canada.  
<sup>2</sup> If you are a Quebec resident, you agree with the following statement: It is my expressed wish that this application and any related documents be in English. **Si vous êtes un résident du Québec, vous êtes d'accord avec l'affirmation suivante : J'exige expressément que cette demande ainsi que tous les documents s'y rattachant soient rédigés en anglais.**  
<sup>3</sup> Country/province in which you file your income tax return.

E-mail Address \_\_\_\_\_

### 3. Dealer Information

Dealer Name \_\_\_\_\_ Dealer Code \_\_\_\_\_ Dealer Account Number \_\_\_\_\_  
 Representative Name \_\_\_\_\_ Representative Code \_\_\_\_\_ Telephone Number \_\_\_\_\_ (    )

### 4. Deposit Information

Are you making an:    Initial Deposit?   \$ \_\_\_\_\_ Amount    How Are You Paying?    Cheque Payable to AGF Investments Inc.    Transfer From Another Harmony Account   \_\_\_\_\_ Account Number  
                                   Additional Deposit?   \$ \_\_\_\_\_ Amount     Payment Via Your Dealer    Other (Specify) \_\_\_\_\_

For transfers from an AGF Account or another registered plan, please give us your transfer instructions on a separate sheet along with all applicable transfer documentation.

### 5. Investment Pool Allocation for Your Deposit

The allocation that you select below will become your asset allocation profile for your pools. If you need to change this, please advise Harmony Client Administration in writing.

| Pool/Portfolio Name | Pool/Portfolio Number | Allocation<br><input type="checkbox"/> \$ or <input type="checkbox"/> % | Pool/Portfolio Name | Pool/Portfolio Number | Allocation<br><input type="checkbox"/> \$ or <input type="checkbox"/> % |
|---------------------|-----------------------|---|---------------------|-----------------------|---|
|                     |                       |   |                     |                       |   |
|                     |                       |   |                     |                       |   |
|                     |                       |   |                     |                       |   |
|                     |                       |   |                     |                       |   |
|                     |                       |   |                     |                       |   |
| <b>Total</b>        |                       |   |                     |                       |   |

Automatic Rebalancing Service: By selecting this service, you authorize AGF to rebalance your Harmony pools to the asset allocation profile on file.  
 Service Fee Payment\*: By selecting this option, you direct the service fee to be paid from your Harmony account #   

\*Applicable to Wrap Series only

**6. Investment Pool Allocation for Your Group Tax-Free Savings Account Deposit**

| Pool/Portfolio Name | Pool/Portfolio Number | Contribution Amount  |  | Pool/Portfolio Name | Pool/Portfolio Number | Contribution Amount  |  |
|---------------------|-----------------------|--|--|---------------------|-----------------------|--|--|
|                     |                       | Employee Allocation<br><input type="checkbox"/> \$ or <input type="checkbox"/> % | Employer Allocation<br><input type="checkbox"/> \$ or <input type="checkbox"/> % |                     |                       | Employee Allocation<br><input type="checkbox"/> \$ or <input type="checkbox"/> % | Employer Allocation<br><input type="checkbox"/> \$ or <input type="checkbox"/> % |
|                     |                       |  |  |                     |                       |  |  |
|                     |                       |  |  |                     |                       |  |  |
|                     |                       |  |  |                     |                       |  |  |
|                     |                       |  |  |                     |                       |  |  |
|                     |                       |  |  |                     |                       |  |  |
| <b>Total</b>        |                       |  |  |                     |                       |  |  |

Note: If you only hold Harmony Pools and you do not specify how the deposits should be allocated, they will be processed according to the asset allocation profile on file.

Employer Authorization: I am employed by or am a member of the association listed below. I authorize my employer or the association to deduct from my pay or to make contributions on my behalf to the Harmony TFSA and to act as agent for me.

Employee Signature \_\_\_\_\_ Employer or Association \_\_\_\_\_ Date 

|   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|
| Y | Y | Y | Y | M | M | D | D |
|---|---|---|---|---|---|---|---|

**7. Regular Deposits through the Systematic Investment Plan (SIP)**

Complete this section, and section 10, if you want to make regular deposits to your account.

| Pool/Portfolio Name          | Pool/Portfolio Number | Allocation<br><input type="checkbox"/> \$ or <input type="checkbox"/> % | Pool/Portfolio Name | Pool/Portfolio Number | Allocation<br><input type="checkbox"/> \$ or <input type="checkbox"/> % |
|------------------------------|-----------------------|---|---------------------|-----------------------|---|
|                              |                       |   |                     |                       |   |
|                              |                       |   |                     |                       |   |
|                              |                       |   |                     |                       |   |
|                              |                       |   |                     |                       |   |
| <b>Total Regular Deposit</b> |                       |   |                     |                       |   |

Note: If you only hold Harmony Pools and you do not specify how the deposits should be allocated, they will be processed according to the asset allocation profile on file.

Amount of Your Regular Deposit \$ \_\_\_\_\_ Date of Your First Deposit 

|   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|
| Y | Y | Y | Y | M | M | D | D |
|---|---|---|---|---|---|---|---|

 Frequency:  weekly  every two months  semi-annually  
 every two weeks  quarterly  annually  
 monthly  every four months

Investment use (check one):  personal  business

You have certain recourse rights if any 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 the PAD agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

**8. Regular Withdrawal through the Systematic Withdrawal Plan (SWP)**

Complete this section, and section 10, if you want to make regular withdrawals from your account or indicate how any withdrawal requests you make should be carried out.

| Pool/Portfolio Name             | Pool/Portfolio Number | Allocation<br><input type="checkbox"/> \$ or <input type="checkbox"/> % | Pool/Portfolio Name | Pool/Portfolio Number | Allocation<br><input type="checkbox"/> \$ or <input type="checkbox"/> % |
|---------------------------------|-----------------------|---|---------------------|-----------------------|---|
|                                 |                       |   |                     |                       |   |
|                                 |                       |   |                     |                       |   |
|                                 |                       |   |                     |                       |   |
|                                 |                       |   |                     |                       |   |
| <b>Total Regular Withdrawal</b> |                       |   |                     |                       |   |

Note: If you only hold Harmony Pools and you do not specify how the withdrawals should be allocated, they will be processed according to the asset allocation profile on file.

Amount of Your Regular Withdrawal \$ \_\_\_\_\_ Date of Your First Withdrawal 

|   |   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|---|
| Y | Y | Y | Y | M | M | D | D |
|---|---|---|---|---|---|---|---|

 Frequency:  weekly  every two months  semi-annually  
 every two weeks  quarterly  annually  
 monthly  every four months

How would you like to be paid?  Direct Deposit to Your Bank Account  Cheque mailed to Your Address

**9. Choosing a Successor Holder or Beneficiary**

Choosing a successor holder or beneficiary is optional, and in some provinces you can only make this designation in your will. If you don't designate either, the value of your TFSA will go to your estate or automatically to your spouse, depending on where you live. You can choose a successor holder and/or a beneficiary. This designation will revoke any previous designations made for this account, subject to the laws that apply. You can change this designation at any time. If you get married or separated, your successor holder or beneficiary may not change automatically. It is your responsibility to make sure this designation is legally valid and up to date.

**Successor holder**

Must be your spouse or common-law partner. He or she will become the holder of your TFSA.

Last Name (Spouse/common-law partner) \_\_\_\_\_

First Name \_\_\_\_\_

Social Insurance Number \_\_\_\_\_

**Beneficiary**

We will pay the value of your TFSA in a lump sum.

check here if you've attached a separate sheet with additional beneficiaries or more information.

|  |                               |                     |                    |  |                 |                     |                   |
|--|-------------------------------|---------------------|--------------------|--|-----------------|---------------------|-------------------|
| Name _____                                     |                               |                     |                    | Name _____                                     |                 |                     |                   |
| Relationship _____                             | Social Insurance Number _____ | Telephone _____     | Allocation % _____ | Relationship _____                             | Telephone _____ | Allocation % _____  |                   |
| <input type="checkbox"/> same as yours, or     |                               |                     |                    | <input type="checkbox"/> same as yours, or     |                 |                     |                   |
| Home Address (number, street, apartment) _____ |                               |                     |                    | Home Address (number, street, apartment) _____ |                 |                     |                   |
| City _____                                     | Province _____                | Country _____       | Postal Code _____  | City _____                                     | Province _____  | Country _____       | Postal Code _____ |
| Tax Country* _____                             |                               | Tax Province* _____ |                    | Tax Country* _____                             |                 | Tax Province* _____ |                   |

\* Country/province in which you file your income tax return.

**10. Banking Information** (Payments and withdrawals will be made to and from this account. Please attach a blank cheque marked "VOID" to your application.)

Name of Institution \_\_\_\_\_

Address \_\_\_\_\_

Transit Number \_\_\_\_\_

Bank Code \_\_\_\_\_

Account Number \_\_\_\_\_

You may revoke or cancel your authorization at any time in writing or by phone.

**11. Electronic Transaction Services (ETS)**

I authorize AGF to accept and act on instructions received from my dealer representative (by telephone, fax or email) with respect to purchase, redemption and switch transactions. Payments and withdrawals are restricted to transfers to and from my bank account identified in section 10 above. Please complete section 10 and Signature Guarantee Information (at the right).

Signature Guaranteed by (Use Guarantee Stamp) \_\_\_\_\_

**12. Systematic Switching Plan (SSP)**

Transfers must be between pools/portfolios of the same series and the same sales charge option.

Automatically transfer:

From Harmony Account

From Harmony Pool/Portfolio

Amount:  Gross  Net

To Harmony Pool/Portfolio

To Harmony Account

Start Date: YYYYMMDD

Frequency:  weekly  every two weeks  monthly  every two months  quarterly  every four months  semi-annually  annually

**13. Client Communications**

Where available or permitted by law, I would like to receive documents, including client statements, trade confirmations, financial statements and any other materials or information relating to my investments electronically. I agree to advise AGF of any change to my email address. I understand I can change this election at any time by notifying AGF in writing. (Please provide your email address in Section 2)

**14. Special Instructions**

**15. Your Signature and Agreement**

**When you sign this application**

you confirm that:

- any pre-notification requirements as specified by the sections 15(a) and (b) of the Canadian Payment Association Rule H1 with regards to pre-authorized debits be waived
- you have received a copy of the current Harmony offering documents (Fund Facts/simplified prospectus) and financial statements, the declaration of trust for your TFSA and any related documents
- you have read and agree to the terms and conditions in these documents, and understand that all transactions in your account are carried out according to the terms set out in the relevant offering documents
- all information you have provided for this application is true and correct.

you understand that:

- we can reject your application within two business days of receiving it, and will return your money to you if we do
- your TFSA is subject to the terms and conditions set out in the application form and the declaration of trust to the TFSA provided to you, as amended from time to time, and you agree to be bound by these terms and conditions
- you may have to pay income tax on any amount you receive from your registered plan
- you are responsible for determining how much you are allowed to contribute to your TFSA and the suitability of its investments. You may be liable for certain tax consequences arising in connection with over contribution, non-resident contribution and prohibited or non-qualified investments.

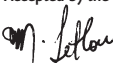
you authorize and consent us to:

- disclose information we have about you to any domestic or foreign person or organization, authorized by law, any financial institution you transact with, your investment advisor(s) and dealer(s) as well as service providers we may have engaged to service your account(s)
- collect, use and share your personal information within the AGF Group of Companies and with third-party service providers, which may provide services to AGF from outside Canada, as necessary to service your account, and as the law requires or allows us to, following our policy for privacy and protection
- keep this information on file at our or our service providers' offices in Canada. You can review this information at any time by sending us a written request, or receive a copy by paying the current administration fee (if applicable)
- you authorize B2B Trustco to file an election with the Minister of National Revenue to register your Plan as a TFSA under the Income Tax Act (Canada) and applicable provincial income tax laws in accordance with the Declaration of Trust.

if you're opening a group TFSA, you authorize your employer to:

- take deductions from your pay and/or make contributions on your behalf to your plan, and assist in administering the TFSA as agent for you.

Accepted by the trustee



Authorized signature of B2B Trustco

**Using Information about you**

In this section, the word "information" means your personal information. It includes information you provide to us, including through the products and services you use, and information that we obtain from others with your consent.

You agree that:

- we can use this information to establish and serve you as our customer, to determine whether you qualify for any AGF products or services and offer them to you, or as required or permitted by law
- we can use your social insurance number and your birthdate to keep your information separate from other customers with similar names. Whenever we ask you for a social insurance number, we're required to do so by law
- we can share this information within the AGF Group of Companies and with our service providers, who may have processing locations outside Canada
- you can withdraw your consent at any time. If you withdraw your consent from being contacted about AGF products and services, we won't contact you. We will, however, continue to share your information within AGF, or with third-party service providers, where reasonably necessary, to service your AGF account.

Please call us at 1-800-268-8583 for a copy of our privacy practices or to learn more about refusing or withdrawing your consent and about asking us not to contact you about product and service offerings. You can also view our privacy practices online at AGF.com.

**Please sign here**

Holder signature \_\_\_\_\_

Date

YYYYMMDD

# DECLARATION OF TRUST

## Harmony Tax-Free Savings Account

### 1. Definitions for the Plan:

You and your mean the holder of a Harmony Tax-Free Savings Account.

We, us, our and the trustee mean B2B Trustco, a trust company incorporated under the laws of Canada and having an office in the City of Toronto, in the Province of Ontario.

AGF means AGF Investments Inc., our agent who will administer (or who will arrange for the administration of) the Plan for us.

TFSA means tax-free savings account.

Plan means your Harmony TFSA.

Act means the Income Tax Act (Canada).

Applicable Tax Legislation means the Act and applicable income tax legislation of the province in which you live as indicated by your application.

Spouse, in this Declaration of Trust and in the application and any additional terms and conditions, means a person recognized as a spouse or common-law partner for purposes of the provisions of the Applicable Tax Legislation relating to TFSAs.

### 2. General Terms for the Plan

We agree to be the trustee for you under the Plan according to the conditions set out here. We are ultimately responsible for administering the Plan. For greater certainty, this arrangement is a trust for purposes of the Applicable Tax Legislation. Under tax laws, we are the issuer of the Plan and you are the person for whose exclusive benefit we have agreed to maintain the Plan. Such exclusive benefit shall be determined without regard to any right of a person to receive a payment out of or under this Plan on or after your death. While you remain the holder of the Plan, only you or the trustee shall have rights under the Plan relating to the amount and timing of withdrawals and the investing of assets.

#### Proof of age

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

#### Registration

When we receive your completed application, we'll file an election to register the Plan under the relevant provisions of the Applicable Tax Legislation.

#### How we invest the assets of the Plan

We'll invest the assets in the Plan according to your instructions, to the extent we offer such pools. If you don't tell us how to invest the assets, we'll invest in units of Harmony Canadian Money Market Pool until you tell us otherwise.

In making investments under the Plan, we're not restricted to investments specifically authorized by law for trustees to make. We may authorize investments in any mutual funds or other forms of pooled investment products, even though these kinds of investments may not be authorized by law for other trustees. We won't be liable for any related loss in the value of the Plan in connection with any such investments we have authorized in good faith. You confirm that the trustee is not responsible for any related taxes, interest or penalties imposed on you or your Plan, except for those taxes, interest and penalties, if any, imposed on the trustee by the Act that are not reimbursable to the trustee from the Plan under the Act.

You can change the investments in the Plan at any time by telling us. Notwithstanding anything herein to the contrary, you are responsible for ensuring that the investments in the Plan are qualified investments for TFSAs under the Act. It is your responsibility to provide any required information to the trustee concerning whether an investment held is a non-qualified investment under the Act. You will take all necessary measures to immediately liquidate any non-qualified investment under the Act, and in the alternative, you hereby authorize us to liquidate, or to give instructions to any other party to liquidate, any non-qualified investments under the Act, but in no event shall we be obligated to liquidate or to give instructions to liquidate except as specifically authorized by you in writing.

#### Account statements

We'll keep the account records of the Plan. Every year we'll send you a statement showing:

- contributions, transfers and earnings
- payments from the Plan
- fees or expenses
- the total value of the Plan.

#### Fees

We're entitled to receive a fee for our services as trustee. We're also entitled to reimbursement for any expenses or taxes we or AGF (as our agent) incur performing our duties as trustee except for those taxes, interest and penalties imposed on the trustee by the Act that are not reimbursable to the trustee from your Plan under the Act. These fees are determined from time to time and are outlined on your account statement. We're also entitled to receive a reasonable fee, which we establish, for any exceptional services we perform as trustee, including having to exercise our discretion.

Except as may be prohibited by the Act, we'll deduct these fees and reimbursements from the assets of the Plan and may sell assets as we consider necessary for this purpose.

You authorize us to pay AGF all or a portion of these fees. Except where prohibited by the Act and notwithstanding any other provision of this declaration, the trustee is entitled to deduct from any other account held by you with us or any of our affiliates, those taxes, interest and penalties imposed on us by the Act that are not reimbursable to the trustee from your Plan under the Act. 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.

#### Our voting rights

As trustee, we'll vote on your behalf at all shareholders' meetings in favour of management's proposals. However, you may request in writing the right to vote at a shareholders' meeting in respect of any units or shares of the pools. We'll comply with your request as long as we receive it at least 48 hours before the meeting.

#### Notices

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

B2B Trustco  
Trustee of AGF Tax-Free Savings Accounts  
c/o AGF Investments Inc.  
P.O. Box 50  
Toronto-Dominion Bank Tower  
Toronto, Ontario M5K 1E9

We'll consider that you've given us the letter when we receive it. We'll give you any notice, statement or receipt by mailing it to the last address you have given to us or to AGF in writing. We'll consider that we've given you the letter on the date we mail it.

#### Changes to this declaration of trust

We may at our own discretion and will at the written direction of AGF, change this Declaration of Trust provided that:

- the relevant taxation authorities approve
- any changes do not disqualify the Plan as a TFSA under the Applicable Tax Legislation.

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

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

#### Limitation on the liability of the trustee and agent

Neither we nor AGF are responsible in our personal capacity for taxes imposed on us for buying, selling or keeping any investment, including non-qualified investments except for those taxes, interest and penalties imposed on the trustee by the Act that are not reimbursable to the trustee from your Plan under the Act. We and AGF may reimburse ourselves for, or pay any such taxes out of, the assets of the Plan in any manner we choose, except where prohibited by the Act.

Neither we nor AGF are responsible in our personal capacity if the Plan, you, or any successor holder or beneficiary incurs losses caused by our buying, selling or keeping any investment, unless the losses are caused by or result from our or AGF's dishonesty, bad faith, willful misconduct, gross negligence or reckless disregard.

You, your legal personal representatives and any successor holder or beneficiary under the Plan, agree to indemnify us and AGF for any taxes we must pay in respect of the Plan (other than the taxes, interest and penalties for which we are liable in accordance with the Act), or any losses incurred by the Plan, caused by us or AGF:

- 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 or AGF's dishonesty, bad faith, willful misconduct, gross negligence or reckless disregard.

### **Successor trustee**

We may resign as trustee of the Plan by giving 90 days notice in writing to AGF. AGF may remove us as trustee by giving us 30 days written notice (or no notice if we can no longer act as trustee), provided a successor trustee has been appointed in writing. If we stop being trustee for any reason, we'll appoint a successor trustee designated by AGF. However, if AGF doesn't recommend a successor within 60 days after it receives written notice of our resignation, we may do so.

Within 90 days of its appointment, the successor trustee will give you written notice of the change. We'll transfer all books, records and assets of the Plan to the successor trustee.

### **Quebec Residents/Résidents du Québec**

You confirm that you have expressly requested all communications relating to the Plan to be in English, including:

- the application
- this Declaration of Trust (and any additional terms and conditions)
- all notices
- all statements.

Vous confirmez avoir explicitement 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.

### **Governing law**

The Plan will be governed by, interpreted and administered according to the laws of Ontario and Canada.

### **3. Additional Terms Applicable to the Harmony TFSA**

#### **Your contributions to the Plan**

Only you may make contributions to the Plan.

We'll hold in trust for you:

- all contributions you make to the Plan
- if you participate in a group Plan, all contributions made on your behalf to the Plan by your employer as your agent
- all transfers from other TFSAs of which you are the holder
- all income and capital gains generated by the investment of these contributions.

You are solely responsible for determining the maximum amount that may be contributed to the Plan each year under the Applicable Tax Legislation. If you contribute more than the maximum amount, we'll return the over-contribution to you when you send us a written request to reduce the amount of the overcontribution. We can liquidate assets for this purpose.

If the Plan is part of a group TFSA, you are solely responsible for complying with any additional terms and conditions imposed by your employer in connection with the Plan, provided those terms comply with the Applicable Tax Legislation.

You can use the assets in the Plan as security for a loan but the trust cannot borrow money or other property for the purposes of the Plan.

Contributions made to a TFSA while the holder is a non-resident are subject to a special tax as prescribed by Applicable Tax Legislation.

#### **Advantages, special services and prohibition**

We cannot provide any advantages or special services that are conditional in any way on the existence of the Plan, other than those permitted under the Applicable Tax Legislation, to:

- you
- members of your immediate family
- anyone else with whom you are not dealing at arm's length.

You may not engage in any transaction, investment, payment or transfer which is or may be an advantage or a swap transaction under the Act. We reserve the right to prohibit any transaction, investment, payment or transfer, whether an advantage or a swap transaction under the Act, or such other payment or transfer, which is or may be prohibited or penalized under the Act.

You can use the assets in the Plan as security for a loan but the trust cannot borrow money or other property for the purposes of the Plan.

#### **Transfers from other plans/accounts**

You may transfer assets to the Plan from other TFSAs of which you are the holder.

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 assets to the Plan in accordance with applicable law. The additional terms and conditions will be part of the terms and conditions of the Plan when the applicable amounts are transferred. Where there are inconsistencies, these additional terms and conditions will take precedence over the terms and conditions of this Declaration of Trust, unless the Applicable Tax Legislation provides otherwise.

### **Transfers to other plans/accounts**

You may transfer assets from the Plan to other TFSAs of which you are the holder. 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 assets from the Plan in accordance with applicable law. The additional terms and conditions will be part of the terms and conditions of the Plan when the applicable amounts are transferred. Where there are inconsistencies, these additional terms and conditions will take precedence over the terms and conditions of this Declaration of Trust, unless the tax laws provide otherwise.

### **Earnings**

While contributions to the Plan are not tax-deductible, all interest, dividends, capital gains and other income earned in the Plan are non-taxable. As well, the original capital and all income earned can be withdrawn tax-free at any time, in any amount.

### **Withdrawals**

You may request a tax-free withdrawal from the Plan at any time and in any amount. When we receive your written request, we'll liquidate assets in the Plan according to your instructions and pay the proceeds to you. If you don't tell us which assets to liquidate, we'll use our own discretion.

### **Should you die while holding a Plan**

Generally, if you die while holding a Plan, earnings that accrue after your death will be taxable, while those accrued before your death would remain exempt. If you name your Spouse as the successor holder your Spouse will become the holder of your Plan on your death and the earnings in your Plan maintain their tax free status and any investments in your Plan do not affect the accumulated maximum contribution limit of your Spouse.

If you die having named a successor holder, we'll put the Plan in your successor holder's name. We'll need satisfactory proof of your death, and may require other documents from your legal representatives, before we can do so. Where allowed by law, you can designate a successor holder on the application or by written notice. The successor holder has the unconditional right to revoke any prior beneficiary designation made, or similar direction imposed, by you under the Plan or relating to property held in connection with the Plan. You're solely responsible for making sure your successor holder designation is legally valid.

If you get married or separated, or your designated successor holder dies, your successor holder designation may not automatically change. You may need to complete a new designation for this purpose. It is your sole responsibility to ensure that your designation of successor holder is legally valid, up to date and changed when appropriate.

You can change the successor holder 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've given us more than one form or notice, we'll act on the one with the most recent date.

If you die without a successor holder, we'll settle your Plan and tax will be owing for any growth in the Plan from your date of death to the date of settlement. We'll liquidate the assets in the Plan and, subject to any additional legal requirements, pay the proceeds to your personal representatives in a lump sum, less any fees.

If you have a Spouse but have not designated your Spouse as the successor holder, your Spouse is entitled to transfer the fair market value of your assets on the date of your death to his or her TFSA as an exempt contribution which will not attract tax and which will not affect his or her accumulated maximum contribution limit, provided your Spouse declares the amount from your TFSA as an exempt contribution using the form provided by the Canada Revenue Agency within 30 days of your death and transfers the amount by the end of the year after the year of your death.

If you designated one or more beneficiaries for the Plan who are alive at the time of your death, we'll pay the lump sum proceeds to your beneficiaries, less any fees. We'll need satisfactory proof of your death, and may require other documents from your legal representatives, before we can make the payment. Where allowed by law, you can designate a beneficiary on the application or by written notice. You're solely responsible for making sure your beneficiary designation is legally valid.

If you get married or separated, or your designated beneficiary dies, your beneficiary designation may not automatically change. You may need to complete a new designation for this purpose. It is your sole responsibility to ensure that your designation of beneficiary is legally valid, up to date and changed when appropriate. 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've given us more than one form or notice, we'll act on the one with the most recent date.

For more information, please contact your financial advisor or Harmony Client Services.



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