

Terms and conditions

Single beneficiary plan

The application on the reverse hereof and these terms and conditions constitute an agreement among AGF Investments Inc. (the "promoter"), B2B Trustco (the "trustee") and the subscriber named in the application pursuant to which, in consideration of the payments made by the subscriber hereunder and subject to the terms hereof, the promoter agrees to pay or cause the trustee to pay to the beneficiary educational assistance payments.

1. Terms we use in these terms and conditions

Accumulated income payment means any amount paid out of the Plan other than the payment of an educational assistance payment, a refund of payments, a payment to a designated educational institution, a transfer to another RESP or a return of any grant payments to the federal or provincial government, including any grants under CESA or a designated provincial program under the Act, to the extent that the amount so paid exceeds the fair market value of any consideration given to the Plan for the payment of such amount.

Act means the Income Tax Act (Canada) as amended.

AGF means AGF Investments Inc.

Applicable Laws means the Act, the Canada Education Savings Act (CESA), any other applicable federal or provincial legislation and the applicable income tax legislation of the province in which you and/or the beneficiary reside, as any may be amended from time to time.

Beneficiary means a person designated by you as a beneficiary and to whom or on whose behalf educational assistance payments under the Plan are agreed to be paid if the individual satisfies all of the requirements under the applicable laws. You may designate yourself as the beneficiary. A beneficiary must be resident in Canada at the time a contribution is made to the Plan in order for the beneficiary to be eligible to receive the federal grant(s). A beneficiary must be resident in the applicable Canadian province at the time specified by the applicable laws, in order for the beneficiary to be eligible to receive any available provincial grants.

Common-law partner means a person recognized as a common-law partner for the purposes of the Act.

Designated educational institution means a designated educational institution in Canada referred to in subparagraph 118.6(1)(a)(i) of the Act which you have designated on the application, or which AGF has approved if you have not designated one.

Designated provincial program means:

- (i) A program administered pursuant to an agreement entered into under Section 12 of the Canada Education Savings Act, or
- (ii) 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 (such as QESI).

Educational assistance payment or educational assistance payments means an amount or amounts (including any amount representing a grant payment), other than a refund of payments, paid out of the Plan, in accordance with the applicable laws, to or for an individual to assist the individual in furthering the individual's post-secondary education. A beneficiary must be a resident of Canada to receive the grant portion of an educational assistance payment.

Grant means an amount paid or payable to the Plan under:

- (i) The CESA,
- (ii) A provincial program administered under the CESA, or
- (iii) A program prescribed as a designated provincial program under the Tax Act.

Grant payment means a grant payment to the Plan by the federal or provincial government in accordance with the applicable laws.

Plan means your AGF RESP contemplated in this application.

Post-secondary educational institution means an educational institution that is:

- a university, college or other educational institution in Canada designated by a provincial authority under the *Canada Student Loans Act*;
- a university, college or other educational institution in Canada designated by an appropriate authority under the *Canada Student Financial Assistance Act*;
- a university, college or other educational institution in Canada designated by the province of Quebec under *An Act respecting financial assistance for education expenses*;
- an educational institution in Canada certified by the federal Minister of Employment and Social Development Canada to be an educational institution providing courses (other than courses designed for university credit) that furnish a person with skills for, or improve a person's skills in, an occupation; or
- a university outside Canada that provides courses at a post-secondary school level and at which a beneficiary was enrolled in a full time course of not less than 3 consecutive weeks; or
- a college or other educational institution outside Canada that provides courses at a post-secondary school level and at which a beneficiary was enrolled in a course of not less than 13 consecutive weeks.

Primary caregiver (individual) means the individual who is eligible for the CCB and whose name appears on the CCB payments and notice, and who is primarily responsible for the care of the ESP beneficiary who is a qualified dependant for the purposes of applicable laws.

Promoter means AGF.

Public primary caregiver of a beneficiary, means the department, agency or institution that maintains the beneficiary, or the public trustee or public curator of the province in which the beneficiary resides, in respect of whom a special allowance is payable under the Children's Special Allowances Act.

QESI means the Quebec Education Savings Incentive, the refundable tax credit defined as an "education savings incentive" under the Taxation Act (Quebec).

Qualifying educational program means a program of not less than 3 consecutive weeks in duration that provides that each student taking the program spend not less than 10 hours per week on courses or work in the program and, in respect of a program at an educational institution (other than an institution certified by the Minister of Employment and Social Development Canada), that is a program at a post-secondary school level.

RDSP means a Registered Disability Savings Plan that satisfies the conditions of section 146.4 of the Income Tax Act.

RESP means a Registered Education Savings Plan as contemplated under the Act.

RRSP means a Registered Retirement Savings Plan

Specified educational program means a program at a post-secondary school level of not less than three consecutive weeks in duration that requires each student, who has reached 16 years of age to spend not less than twelve hours per month on courses or work in the program.

Specified plan means a single beneficiary RESP (non-family plan) under which the beneficiary is entitled to the disability tax credit for the beneficiary's tax year ending in the 32nd year of existence of the RESP. Further, at all times after the end of the 35th year after the plan was entered into, a specified plan must not permit another individual to be designated as a beneficiary under the RESP.

Spouse means a person recognized as a spouse for purposes of applicable laws.

We, us, our and the trustee mean B2B Trustco.

You and your mean the subscriber for the AGF Group of Funds Education Savings Plan. For this purpose, **subscriber** means the individual or the individual and his or her spouse or common-law partner or a public primary caregiver named on the application as the subscriber for the AGF Group of Funds Education Savings Plan. Additionally, the **subscriber** may be:

- (i) your spouse, former spouse, public primary caregiver, or common-law partner who has acquired your rights under the Plan in accordance with a court order or an agreement in writing relating to a division of property on the breakdown of marriage or common-law partnership (and in such a case you are no longer the subscriber under the Plan); or

- (ii) another individual or another public primary caregiver who has acquired your rights under the Plan in accordance with a court order or an agreement in writing, or
- (iii) a person who acquires subscriber rights or who makes contributions to the Plan following your death, including your estate. You are the person with whom AGF has agreed to provide educational assistance payments to your beneficiary in exchange for your contributions to the Plan.

2. AGF is ultimately responsible for the Plan

AGF, as the promoter, agrees that it has ultimate responsibility for the Plan, its registration under the Act and its administration, in particular the payment of educational assistance payments. The promoter may, from time to time, delegate duties to the trustee. As trustee, we are responsible for the trust fund created hereunder and, without derogating from such responsibility, we may delegate to AGF certain duties with respect to the assets of the Plan and they may sub-delegate some or all of these duties.

3. Governing law

The Plan will be governed by, interpreted and administered according to the laws of Ontario and Canada, in particular, the Income Tax Act (Canada).

4. Registration

When AGF receives your completed application, AGF will apply to register the Plan under the relevant provisions of the applicable laws. If you do not provide us with the necessary information to complete your application prior to December 31 in the year in which your application was delivered to AGF, your plan will not be registered as an RESP which will affect the tax treatment of your holdings.

5. Payments to the Plan

The only contributions that may be made into the Plan are your contributions or transfers from another RESP. In addition, the federal or provincial government may make grant payments to the Plan.

6. Your contributions to the Plan

You may make regular or lump sum payments to the Plan, subject to the maximum limits set by the applicable laws from time to time and, if applicable, by AGF. You or anyone on your behalf may make contributions for no more than 31 years after the year you open the Plan. In a Specified Plan, contributions can be made before the end of the 35th year following the year in which the Plan was established or deemed to be established.

Currently, subsection 204.9(1) of the Act sets a lifetime limit of \$50,000 for contributions to all RESPs in respect of a particular beneficiary. If a contribution is made to the Plan by way of transfer from another RESP established on an earlier date, the Plan is deemed by subsection 146.1(6.1) of the Act to have been established on that earlier date. **You are responsible for any penalties that may be imposed as a result of any contributions to the Plan in excess of the maximum limits set by the applicable laws.** Contributions do not include an amount paid into the plan under CESA, a designated provincial program under the Act, or 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). Contributions to the plan in respect of an individual who is a beneficiary may be permitted only if:

- (a) The individual's SIN is provided to the promoter before the contribution is made, unless the plan was entered into before 1999, and
- (b) The individual is resident in Canada, unless the contribution is made in conjunction with a transfer of property from another RESP under which the individual was a beneficiary immediately before the transfer.

7. Grant payments

The federal or provincial government will make grant payments to the Plan for a qualifying beneficiary in accordance with, and at the time specified by the applicable laws, the requirements of the Department of Employment and Social Development Canada and the requirements of Revenu Québec, as applicable. We are not responsible for any loss that is related to any delays in the receipt of grant payments. For the Quebec Education Savings Incentive (QESI), no separate application form is required. AGF will apply for all eligible beneficiaries. If you do not wish us to apply for QESI on behalf of the beneficiary, you must inform us in writing.

8. How we invest your contributions and grant payments

We will invest the assets in the Plan, less any fees, in the investment products AGF makes available for investment by the Plan, according to your written instructions. If you do not tell us how to invest the assets, we will invest in units of AGF Canadian Money Market Fund until you tell us otherwise. In making investments under the Plan, we are 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 which are qualified investments for RESPs, even though these kind of investments may not be authorized by law for other trustees. We will not be liable for any loss on 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. You shall be responsible for ascertaining whether an investment made on your direction is or remains a qualified investment for the Plan. Pursuant to the Act, the trustee and/or AGF will exercise the care, diligence, and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment. 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.

9. Educational assistance payments and other payments from the Plan

You can ask us to transfer or liquidate assets in the Plan for one of the following purposes:

- making educational assistance payments
- making payments to a designated educational institution
- transferring amounts to another RESP to enable that other RESP to make any of the payments allowed to be made here
- making accumulated income payments or rollovers
- making refunds of your contributions
- to the extent necessary, returning any grants under CESA, or a designated provincial program, to the federal or provincial government.

Educational assistance payments will be made only if AGF has determined that the conditions precedent to such payments under the applicable laws have been satisfied. Before we make any other payments from the Plan, we will decide whether all the requirements under the applicable laws are met. The decision of AGF or the trustee, as applicable, is final.

Any payments made from the Plan are less applicable withholding taxes, fees and charges we may have to pay. We will not liquidate any fixed term investment of the Plan until the investment matures, unless we make an exception. For greater certainty, an exception will be made in order to meet the requirement that the latest termination date for the Plan be the last day of the 35th year following the year you open the Plan (40th year for a Specified plan).

For each educational assistance payment made from the Plan, a portion thereof may be considered attributable to the government grant payments made into the Plan. We will adjust our records regarding government grant payments for a beneficiary as necessary.

Beneficiaries who cease to be enrolled in a qualifying post secondary educational program after 2007 are allowed to receive educational assistance payments for up to six months after ceasing enrolment, provided that the payments would have qualified as educational assistance payments if they had been made immediately before the student's enrolment ceased.

10. Limitations on educational assistance payments

In accordance with the applicable laws, educational assistance payments may not be made at any time to an individual unless:

- (i) the individual is, at that time, a student enrolled in a qualifying educational program at a post-secondary educational institution, and the total payment of all educational assistance payments made under a registered education savings plan of the promoter to or for the individual in the first 13 consecutive weeks of studies in the 12-month period that ends at that time, does not exceed \$5,000 (or such greater amount as the Minister designated for the purposes of CESA approves in writing with respect to the individual), or
- (ii) the individual has, before that time attained the age of 16 years and is, at that time, a student enrolled in a specified educational program at a post-secondary educational institution, and the total payment of all educational assistance payments made under a registered education savings plan of the promoter to or for the individual in the 13 week period preceding the time of the payment does not exceed \$2,500 (or such greater amount as the Minister designated for the purposes of the CESA approves in writing with respect to the individual).

Where the individual has a mental or physical impairment, and it has been certified that the individual cannot reasonably be expected to be enrolled as a full-time student, educational assistance payments can be paid where the individual is not a full-time student.

11. Accumulated income payments and rollovers

At the time we receive written notice from you in the manner designated by us (the "particular time"), we may make an accumulated income payment or transfer up to a maximum of \$50,000 to your RRSP or your Spousal RRSP (you must have sufficient RRSP contribution room), provided that all of the following conditions are met:

- (i) the payment is only made to, or on behalf of, a person and not jointly to, or on behalf of, more than one person
- (ii) the person is resident in Canada at the particular time
- (iii) either: (A) the person is a subscriber under the Plan at the particular time or (B) the individual died and was a subscriber under the Plan immediately before death
- (iv) either: (A) the Plan has been in existence for more than 10 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 not, when the payment is made, eligible under the plan to receive an educational assistance payment, (B) the payment is made in the 35th year following the year in which the plan is entered into (40th year for a Specified plan), or (C) each individual who was a beneficiary under the plan is deceased when the payment is made.

Notwithstanding the above and in accordance with the applicable laws, the Minister of National Revenue may waive the conditions, as set out in subsection 146.1(2.2) of the Act, in item (iv)(A) above where a beneficiary under the Plan suffers from a severe and prolonged mental impairment that prevents, or can reasonably be expected to prevent, the beneficiary from obtaining a post-secondary education. In accordance with the applicable laws, any application to the Minister of National Revenue for such waiver must be made by AGF. Upon receiving a written request from you, AGF will apply for such waiver on behalf of a particular beneficiary. If another RESP has made an "accumulated income payment" (as defined in the Act), no property may be subsequently received by the Plan from that RESP by way of a direct transfer. If an AIP is made, the plan must terminate before March of the year following the year in which the payment is made.

12. Investment income rollover to RDSP

Effective January 1, 2014, investment income earned in the RESP may be transferred to a RDSP on a tax-deferred basis (rollover) if the plans have a common beneficiary. To qualify for the tax-free rollover, the beneficiary must meet the existing age and residency requirements in relation to RDSP contributions. As well, one of the following conditions must be met:

- the beneficiary has a severe and prolonged mental impairment that can reasonably be expected to prevent the beneficiary from pursuing post-secondary education;
- the RESP has been in existence for at least 10 years and each beneficiary is at least 21 years of age and is not pursuing post-secondary education; or
- the RESP has been in existence for more than 35 years.

When the RESP rollover occurs, contributions in the RESP will be returned to you on a tax-free basis. Any remaining grant in the Plan will be repaid to the federal and/or provincial governments in accordance with the applicable laws. The RESP will be terminated by the end of February of the year after the year during which the rollover is made.

13. Refund of your contributions

You may ask us to refund your contributions at any time, by telling us in writing. A refund is limited to the lesser of:

- the value of the Plan's assets at the time of payment and
- the total contributions that you have made to the Plan less the total refunds of contributions made to anyone before the time of payment, less any accumulated income, less any government grant payments received in the Plan.

A refund of your contributions under the Plan includes an amount transferred from another RESP to the extent that the amount would have been a "refund of payments" (as defined in the Act) if it had been paid directly to a subscriber under the other RESP. For the purposes of the penalty tax imposed on overpayments to a RESP, any transfer to the Plan from another RESP will be subject to the rules in subsection 204.9(5) of the Act.

When we receive your written request, we will deduct any fees from the refund before it is paid. You may ask us to pay the proceeds to you or any other person.

14. Return of government grant payments

As trustee, we may be required to refund the government grant to the federal or provincial government on:

- withdrawal of assisted contributions
- termination of the RESP
- revocation of the RESP
- ineligible transfer of the RESP
- ineligible replacement of a beneficiary
- payment of an AIP
- payment to a designated educational institution

A beneficiary may also have to repay to the federal or provincial government any excess government grant payment made to the beneficiary

15. Valuation of the Plan

We calculate the market value of the Plan at least once a year. Our valuation of the Plan is final.

16. The Plan's termination date

The Plan's termination date is the day the Plan ends. On the termination date we will transfer or liquidate the assets in the Plan and make payments, less fees and taxes, according to your written instructions for payments from the Plan and in accordance with one or more of the "Purposes of the Plan" as described herein. We will notify you of the upcoming termination at least six months before the termination date. If you do not give us written instructions before the termination date, we will invest the portion of the proceeds equal to your refund of contributions in the AGF Canadian Money Market Fund until you give us written instructions and pay the portion of the proceeds in excess of your refund of contributions, less fees and taxes, to the designated educational institution.

The Plan's termination date will be the date you choose by notice in writing, which must not be later than December 31 of the 35th year following the year you open the Plan. The assets of a Specified Plan must be paid from the Plan on or before December 31 of the 40th year following the year in which the Plan was established or deemed to be established. Notwithstanding the general restrictions referred to above regarding the termination date of the Plan, if an accumulated income payment is made, the Plan must be terminated before March of the year following the year in which the first accumulated income payment is made from the Plan.

17. Designating a beneficiary

You must designate a beneficiary on the application. Each beneficiary must provide the promoter with their social insurance number, be a resident of Canada, and, if applicable, notification of whether the beneficiary is

entitled to the disability tax credit. You can change the beneficiary by giving AGF written notice in a form acceptable to us. Within 90 days after you have designated a beneficiary, AGF will send the beneficiary (or a parent/public primary caregiver of the beneficiary if the beneficiary is under 19 years of age and ordinarily resides with one of his or her parents) a confirmation notice informing them of the existence of the Plan and your name and address. For the purposes of the penalty tax imposed on overpayments to a RESP, any change of beneficiary will be subject to the rules in subsection 204.9(4) of the Act.

An individual may only be designated as a beneficiary provided that:

- (a) The individual's SIN is provided to the promoter before the designation is made, and
- (b) The individual is resident in Canada, unless (i) the designation of the beneficiary is made in conjunction with a transfer of property from another RESP under which the individual was a beneficiary immediately before the transfer.

18. Account statements

We will keep the account records of the Plan. At least once a year we will send you a statement showing:

- your contributions
- government grant payments
- all earnings of the Plan
- any payments made out of the Plan, including educational assistance payments
- any refunds of your contributions
- any accumulated income payments
- any return of government grant payments
- fees or expenses
- the total value of the Plan.

19. Income tax receipts

We will provide you, the beneficiary, and any other applicable person with the information required under the Act with respect to the Plan.

20. Fees

We and AGF are entitled to receive a fee for our services. We are also entitled to reimbursement for any expenses or taxes we or AGF (or our agents) incur performing our duties. These fees are determined from time to time and are outlined on your account statement.

We and AGF are also entitled to receive a reasonable fee, which we establish, for any exceptional services we perform as trustee, including having to exercise our discretion. These fees and reimbursements will be deducted from the assets of the Plan (first from any earnings or investments, and then from other assets) and we may sell assets as we consider necessary for this purpose. In some cases, we and AGF may allow you to pay directly instead of from the assets of the Plan. You will be given 30 days written notice before any changes are made to these fees.

21. Our voting rights

As trustee, we will 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 mutual funds or any other securities held in the Plan. We will comply with your request as long as we receive it at least 48 hours before the meeting.

22. Notices

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

B2B Trustco
Trustee of AGF Registered Education Savings Plans
c/o AGF Investments Inc.
P.O. Box 50, Toronto Dominion Bank Tower
Toronto, Ontario MSK 1E9

You can write to AGF about the Plan at the same address.

We'll consider that you've given us the letter when we receive it. We'll give you (or the beneficiary) any notice, statement or receipt by mailing it to the last address you have given to us or to AGF in writing or by making it available to you (or the applicable beneficiary) electronically. We'll consider that we've given you the letter on the day we mail it or make it available to you (or the applicable beneficiary) electronically.

23. Changes to these terms and conditions

AGF may change these terms and conditions at its own discretion provided that:

- the relevant taxation authorities approve
- any changes do not disqualify the Plan as an RESP under the applicable laws.

The Plan is required to comply with the applicable laws at all times. If AGF needs to make changes in order to comply with the applicable laws or otherwise, the changes will be effective once they have been approved by Canada Revenue Agency. We will send you notice of any changes to the Plan by the later of: (a) 30 days following approval of the changes and (b) the date we mail or make available electronically our annual account statements to subscribers.

24. Limitation on the liability of the trustee and AGF

Neither we nor AGF are responsible in our personal capacity for taxes (and any related interest and penalties) imposed on us for buying, selling or keeping any investment.

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

You, your legal personal representatives, and the beneficiary under the Plan, agree to indemnify us and AGF for any taxes on the Plan, 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 these terms and conditions, 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.

25. 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 will appoint a successor trustee designated by AGF. However, if AGF does not recommend a successor within 60 days after it receives written notice of our resignation, we may do so.

The successor trustee must be a corporation resident in Canada authorized under the laws of Canada or a province to act as trustee.

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

In the event that the trust is terminated or replaced, the property held by the trust is required to be used only for any of the purposes described in the definition of a trust under subsection 146.1(1) of the Act. The successor trustee must agree to these same terms.

26. Quebec residents / Résidents du Québec

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

- the application
- these terms and conditions
- all notices
- all statements.

Vous confirmez avoir expressément demandé que toutes les communications se rapportant au régime soient rédigées en anglais, y compris :

- la demande
- ces modalités
- tous les avis
- tous les états de comptes.

Terms and conditions

Family plan

The application on the reverse hereof and these terms and conditions constitute an agreement among AGF Investments Inc. (the "promoter"), B2B Trustco (the "trustee") and the subscriber named in the application pursuant to which, in consideration of the payments made by the subscriber hereunder and subject to the terms hereof, the promoter agrees to pay or cause the trustee to pay to or for one or more beneficiaries educational assistance payments.

1. Terms we use in these terms and conditions

Accumulated income payment means any amount paid out of the Plan other than the payment of an educational assistance payment, a refund of payments, a payment to a designated educational institution, a transfer to another RESP or a return of any grant payments to the federal or provincial government, including any grants under CESA or a designated provincial program under the Act, to the extent that the amount so paid exceeds the fair market value of any consideration given to the Plan for the payment of such amount. Act means the *Income Tax Act* (Canada) as amended.

AGF means AGF Investments Inc.

Applicable laws means the Act, the Canada Education Savings Act (CESA), any other applicable federal or provincial legislation and the applicable income tax legislation of the province in which you and/or beneficiary(ies) reside, as any may be amended from time to time.

Beneficiary or beneficiaries means a person or persons related to the subscriber by blood or adoption, designated by you as a beneficiary and to whom or on whose behalf educational assistance payments under the Plan are agreed to be paid if the individual satisfies all of the requirements under the applicable laws. You may not designate yourself as a beneficiary. A beneficiary must be resident in Canada at the time a contribution is made to the Plan in order for the beneficiary to be eligible to receive the federal grant(s). A beneficiary must be resident in the applicable Canadian province at the time specified by the applicable laws, in order for the beneficiary to be eligible to receive any available provincial grants.

Common-law partner means a person recognized as a common-law partner for the purposes of the Act.

Designated educational institution means a designated educational institution in Canada referred to in subparagraph 118.6(1)(a)(i) of the Act which you have designated on the application, or which AGF has approved if you have not designated one.

Designated provincial program means:

- (i) A program administered pursuant to an agreement entered into under Section 12 of the Canada Education Savings Act, or
- (ii) 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 (such as QESI).

Educational assistance payment or educational assistance payments means an amount or amounts (including any amount representing a grant payment), other than a refund of payments, paid out of the Plan, in accordance with the applicable laws, to or for an individual to assist the individual in furthering the individual's post-secondary education. A beneficiary must be a resident of Canada to receive the grant portion of an educational assistance payment.

Grant means an amount paid or payable to the Plan under:

- (i) The CESA,
- (ii) A provincial program administered under the CESA, or
- (iii) A program prescribed as a designated provincial program under the Tax Act.

Grant payment means a grant payment to the Plan by the federal or provincial government in accordance with the applicable laws.

Plan means your AGF RESP contemplated in this application.

Post-secondary educational institution means an educational institution that is:

- a university, college or other educational institution in Canada designated by a provincial authority under the *Canada Student Loans Act*;
- a university, college or other educational institution in Canada designated by an appropriate authority under the *Canada Student Financial Assistance Act*;
- a university, college or other educational institution in Canada designated by the province of Quebec under *An Act respecting financial assistance for education expenses*;
- an educational institution in Canada certified by the federal Minister of Employment and Social Development Canada to be an educational institution providing courses (other than courses designed for university credit) that furnish a person with skills for, or improve a person's skills in, an occupation; or
- a university outside Canada that provides courses at a post-secondary school level and at which a beneficiary was enrolled in a full time course of not less than 3 consecutive weeks; or
- a college or other educational institution outside Canada that provides courses at a post-secondary school level and at which a beneficiary was enrolled in a course of not less than 13 consecutive weeks.

Primary caregiver (individual) means the individual who is eligible for the CCB and whose name appears on the CCB payments and notice, and who is primarily responsible for the care of the ESP beneficiary who is a qualified dependant for the purposes of applicable laws.

Promoter means AGF.

Public primary caregiver of a beneficiary, means the department, agency or institution that maintains the beneficiary, or the public trustee or public curator of the province in which the beneficiary resides, in respect of whom a special allowance is payable under the Children's Special Allowances Act.

QESI means the Quebec Education Savings Incentive, the refundable tax credit defined as an "education savings incentive" under the Taxation Act (Quebec).

Qualifying educational program means a program of not less than 3 consecutive weeks in duration that provides that each student taking the program spend not less than 10 hours per week on courses or work in the program and, in respect of a program at an educational institution (other than an institution certified by the Minister of Employment and Social Development Canada), that is a program at a post-secondary school level.

RDSP means a Registered Disability Savings Plan that satisfies the conditions of section 146.4 of the Income Tax Act

RESP means a Registered Education Savings Plan as contemplated under the Act.

RRSP means a Registered Retirement Savings Plan

Specified educational program means a program at a post-secondary school level of not less than three consecutive weeks in duration that requires each student, who has reached 16 years of age to spend not less than twelve hours per month on courses or work in the program.

We, us, our and the trustee mean B2B Trustco.

You and your mean the subscriber for the AGF Group of Funds Education Savings Plan. For this purpose, subscriber means the individual or the individual and his or her spouse or common-law partner or a public primary caregiver named on the application as the subscriber for the AGF Group of Funds Education Savings Plan. Alternatively, the subscriber may be:

- (i) your spouse, former spouse, public primary caregiver, or common-law partner who has acquired your rights under the Plan in accordance with a court order or an agreement in writing relating to a division of property on the breakdown of marriage or common-law partnership (and in such a case you are no longer the subscriber under the Plan); or
- (ii) another individual or another public primary caregiver who has acquired your rights under the Plan in accordance with a court order or an agreement in writing; or
- (iii) a person who acquires subscriber rights or who makes contributions to the Plan following your death, including your estate. You are the person with whom AGF has agreed to provide educational assistance payments to your beneficiary or beneficiaries in exchange for your contributions to the Plan.

2. AGF is ultimately responsible for the Plan

AGF, as the promoter, agrees that it has ultimate responsibility for the Plan, its registration under the Act and

its administration, in particular the payment of educational assistance payments. The promoter may, from time to time, delegate duties to the trustee. As trustee, we are responsible for the trust fund created hereunder and, without derogating from such responsibility, we may delegate to AGF certain duties with respect to the assets of the Plan and they may sub-delegate some or all of these duties.

3. Governing law

The Plan will be governed by, interpreted and administered according to the laws of Ontario and Canada, in particular, the Income Tax Act (Canada).

4. Registration

When AGF receives your completed application, AGF will apply to register the Plan under the relevant provisions of the applicable laws. If you do not provide us with the necessary information to complete your application prior to December 31 in the year in which your application was delivered to AGF, your plan will not be registered as an RESP which will affect the tax treatment of your holdings.

5. Payments to the Plan

The only contributions that may be made into the Plan are your contributions or transfers from another RESP. In addition, the federal or provincial government may make grant payments to the Plan.

6. Your contributions to the Plan

You may make regular or lump sum payments to the Plan, subject to the maximum limits set by the applicable laws from time to time and, if applicable, by AGF. Your contributions may only be made into the Plan in respect of a beneficiary if:

- (i) the beneficiary has not attained the age of 31 before the time of the contribution; or
- (ii) the contribution was made by way of a transfer from another RESP that allows more than one beneficiary at any one time. You or anyone on your behalf may make contributions for no more than 31 years after the year you open the Plan.

Currently, subsection 204.9(1) of the Act sets a lifetime limit of \$50,000 for contributions to all RESPs in respect of a particular beneficiary. If a contribution is made to the Plan by way of transfer from another RESP which was established on an earlier date, the Plan is deemed by subsection 146.1(6.1) of the Act to have been established on that earlier date. **You are responsible for any penalties that may be imposed as a result of any contributions to the Plan in excess of the maximum limits set by the applicable laws.** Contributions do not include an amount paid into the plan under CESA, a designated provincial program under the Act, or 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). Contributions to the plan in respect of an individual who is a beneficiary may be permitted only if:

- (a) The individual's SIN is provided to the promoter before the contribution is made, unless the plan was entered into before 1999, and
- (b) The individual is resident in Canada, unless the contribution is made in conjunction with a transfer of property from another RESP under which the individual was a beneficiary immediately before the transfer.

7. Grant payments

The federal or provincial government will make grant payments to the Plan for a qualifying beneficiary in accordance with, and at the time specified by the applicable laws, the requirements of the Department of Employment and Social Development Canada and the requirements of Revenu Québec, as applicable. We are not responsible for any loss that is related to any delays in the receipt of grant payments.

For the Quebec Education Savings Incentive (QESI), no separate application form is required. AGF will apply for all eligible beneficiaries. If you do not wish us to apply for QESI on behalf of a beneficiary, you must inform us in writing.

8. How we invest your contributions and grant payments

We will invest the assets in the Plan, less any fees, in the investment products AGF makes available for investment by the Plan, according to your written instructions. If you do not tell us how to invest the assets, we will invest in units of AGF Canadian Money Market Fund until you tell us otherwise.

In making investments under the Plan, we are 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 which are qualified investments for RESPs, even though these kind of investments may not be authorized by law for other trustees. We will not be liable for any loss on 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. You shall be responsible for ascertaining whether an investment made on your direction is or remains a qualified investment for the Plan. Pursuant to the Act, the trustee and/or AGF will exercise the care, diligence, and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment. 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.

9. Educational assistance payments and other payments from the Plan

You can ask us to transfer or liquidate assets in the Plan for one of the following purposes:

- making educational assistance payments
- making payments to a designated educational institution
- transferring amounts to another RESP to enable that other RESP to make any of the payments allowed to be made here
- making accumulated income payments or rollovers
- making refunds of your contributions
- to the extent necessary, returning any grants under CESA, or a designated provincial program, to the federal or provincial government.

Educational assistance payments will be made only if AGF has determined that the conditions precedent to such payments under the applicable laws have been satisfied. Before we make any other payments from the Plan, we will decide whether all the requirements under the applicable laws are met. The decision of AGF or the trustee, as applicable, is final.

Any payments made from the Plan are less applicable withholding taxes, fees and charges we may have to pay. We will not liquidate any fixed term investment of the Plan until the investment matures, unless we make an exception. For greater certainty, an exception will be made in order to meet the requirement that the latest termination date for the Plan be the last day of the 35th year following the year you open the Plan (40th year for a Specified plan). For each educational assistance payment made from the Plan, a portion thereof may be considered attributable to the government grant payments made into the Plan. We will adjust our records regarding government grant payments for a beneficiary as necessary.

Beneficiaries who cease to be enrolled in a qualifying post secondary educational program after 2007 are allowed to receive educational assistance payments for up to six months after ceasing enrolment, provided that the payments would have qualified as educational assistance payments if they had been made immediately before the student's enrolment ceased.

10. Limitations on educational assistance payments

In accordance with the applicable laws, educational assistance payments may not be made at any time to an individual unless:

- (i) the individual is, at that time, a student enrolled in a qualifying educational program at a post-secondary educational institution, and the total payment of all educational assistance payments made under a registered education savings plan of the promoter to or for the individual in the first 13 consecutive weeks of studies in the 12-month period that ends at that time, does not exceed \$5,000 (or such greater amount as the Minister designated for the purposes of CESA approves in writing with respect to the individual), or

- (ii) the individual has, before that time attained the age of 16 years and is, at that time, a student enrolled in a specified educational program at a post-secondary educational institution, and the total payment of all educational assistance payments made under a registered education savings plan of the promoter to or for the individual in the 13 week period preceding the time of the payment does not exceed \$2,500 (or such greater amount as the Minister designated for the purposes of the CESA approves in writing with respect to the individual).

Where the individual has a mental or physical impairment, and it has been certified that the individual cannot reasonably be expected to be enrolled as a full-time student, educational assistance payments can be paid where the individual is not a full-time student.

11. Accumulated income payments and rollovers

At the time we receive written notice from you in the manner designated by us (the "particular time"), we may make an accumulated income payment or transfer up to a maximum of \$50,000 to your RRSP or your Spousal RRSP (you must have sufficient RRSP contribution room), provided that all of the following conditions are met:

- (i) the payment is only made to, or on behalf of, a person and not jointly to, or on behalf of, more than one person
(ii) the person is resident in Canada at the particular time
(iii) either: (A) the person is a subscriber under the Plan at the particular time or (B) the individual died and was a subscriber under the Plan immediately before death
(iv) either: (A) the Plan has been in existence for more than 10 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 not, when the payment is made, eligible under the plan to receive an educational assistance payment, (B) the payment is made in the 35th year following the year in which the plan is entered into (40th year for a Specified plan), or (C) each individual who was a beneficiary under the plan is deceased when the payment is made.

If an AIP is made, the plan must terminate before March of the year following the year in which the payment is made. Notwithstanding the above and in accordance with the applicable laws, the Minister of National Revenue may waive the conditions, as set out in subsection 146.1(2.2) of the Act, in item (iv)(A) above where a beneficiary under the Plan suffers from a severe and prolonged mental impairment that prevents, or can reasonably be expected to prevent, the beneficiary from obtaining a post-secondary education. In accordance with the applicable laws, any application to the Minister of National Revenue for such waiver must be made by AGF. Upon receiving a written request from you, AGF will apply for such waiver on behalf of a particular beneficiary. If another RESP has made an "accumulated income payment" (as defined in the Act), no property may be subsequently received by the Plan from that RESP by way of a direct transfer.

12. Investment income rollover to RDSP

Effective January 1, 2014, investment income earned in the RESP may be transferred to a RDSP on a tax-deferred basis (rollover) if the plans have a common beneficiary. To qualify for the tax-free rollover, the beneficiary must meet the existing age and residency requirements in relation to RDSP contributions. As well, one of the following conditions must be met:

- the beneficiary has a severe and prolonged mental impairment that can reasonably be expected to prevent the beneficiary from pursuing post-secondary education;
- the RESP has been in existence for at least 10 years and each beneficiary is at least 21 years of age and is not pursuing post-secondary education; or
- the RESP has been in existence for more than 35 years.

When the RESP rollover occurs, contributions in the RESP will be returned to you on a tax-free basis. Any remaining grant in the Plan will be repaid to the federal and/or provincial governments in accordance with the applicable laws. The RESP will be terminated by the end of February of the year after the year during which the rollover is made.

13. Refund of your contributions

You may ask us to refund your contributions at any time, by telling us in writing. A refund is limited to the lesser of:

- the value of the Plan's assets at the time of payment and
- the total contributions that you have made to the Plan less the total refunds of contributions made to anyone before the time of payment, less any accumulated income, less any government grant payments received in the Plan.

A refund of your contributions under the Plan includes an amount transferred from another RESP to the extent that the amount would have been a "refund of payments" (as defined in the Act) if it had been paid directly to a subscriber under the other RESP. For the purposes of the penalty tax imposed on overpayments to a RESP, any transfer to the Plan from another RESP will be subject to the rules in subsection 204.9(5) of the Act.

When we receive your written request, we will deduct any fees from the refund before it is paid. You may ask us to pay the proceeds to you or to any other person.

14. Return of government grant payments

As trustee, we may be required to refund the government grant to the federal or provincial government on:

- withdrawal of assisted contributions
- ineligible replacement of a beneficiary
- termination of the RESP
- payment of an AIP
- revocation of the RESP
- payment to a designated educational institution
- ineligible transfer of the RESP

A beneficiary may also have to repay to the federal or provincial government any excess government grant payment made to the beneficiary.

15. Valuation of the Plan

We calculate the market value of the Plan at least once a year. Our valuation of the Plan is final.

16. The Plan's termination date

The Plan's termination date is the day the Plan ends. On the termination date we will transfer or liquidate the assets in the Plan and make payments, less fees and taxes, according to your written instructions for payments from the Plan and in accordance with one or more of the "purposes of the Plan" as described herein. We will notify you of the upcoming termination at least six months before the termination date. If you do not give us written instructions before the termination date, we will invest the portion of the proceeds equal to your refund of contributions in the AGF Canadian Money Market Fund until you give us written instructions and pay the portion of the proceeds in excess of your refund of contributions, less fees and taxes, to the designated educational institution.

The Plan's termination date will be the date you choose by notice in writing, which must not be later than December 31 of the 35th year following the year you open the Plan.

Notwithstanding the general restrictions referred to above regarding the termination date of the Plan, if an accumulated income payment is made, the Plan must be terminated before March of the year following the year in which the first accumulated income payment is made from the Plan.

17. Designating a beneficiary or beneficiaries

You must designate a beneficiary or beneficiaries on the application. Each beneficiary must provide the promoter with their social insurance number and be a resident of Canada. Each beneficiary must be connected to you (or have been connected to an original deceased subscriber) by blood relationship or adoption. In addition, an individual is only permitted to become a beneficiary if:

- (i) the proposed beneficiary has not attained 21 years of age at that time, or
(ii) the proposed beneficiary was, immediately before that time, a beneficiary under another RESP that allows more than one beneficiary at any one time.

You can change a beneficiary or add a new beneficiary by giving AGF written notice in a form acceptable to us. Within 90 days after you have designated a beneficiary, AGF will send the beneficiary (or a parent/public primary caregiver of the beneficiary if the beneficiary is under 19 years of age and ordinarily resides with one of his or her parents) a confirmation notice informing them of the existence of the Plan and your name and address. For the purposes of the penalty tax imposed on overpayments to a RESP, any change of beneficiary will be subject to the rules in subsection 204.9(4) of the Act. An individual may only be designated as a beneficiary provided that:

- (a) The individual's SIN is provided to the promoter before the designation is made, and
(b) The individual is resident in Canada, unless (i) the designation of the beneficiary is made in conjunction with a transfer of property from another RESP under which the individual was a beneficiary immediately before the transfer.

18. Account statements

We will keep the account records of the Plan. At least once a year we will send you a statement showing:

- your contributions
- any refunds of your contributions
- government grant payments
- any accumulated income payments
- all earnings of the Plan
- any return of government grant payments
- any payments made out of the Plan, including educational assistance payments
- fees or expenses
- the total value of the Plan.

19. Income tax receipts

We will provide you, the beneficiary or beneficiaries, and any other applicable person with the information required under the Act with respect to the Plan.

20. Fees

We and AGF are entitled to receive a fee for our services. We are also entitled to reimbursement for any expenses or taxes we or AGF (or our agents) incur performing our duties. These fees are determined from time to time and are outlined on your account statement.

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

These fees and reimbursements will be deducted from the assets of the Plan (first from any earnings or investments, and then from other assets) and we may sell assets as we consider necessary for this purpose.

In some cases, we and AGF may allow you to pay directly instead of from the assets of the Plan. You will be given 30 days' written notice before any changes are made to these fees.

21. Our voting rights

As trustee, we will 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 mutual funds or any other securities held in the Plan. We will comply with your request as long as we receive it at least 48 hours before the meeting.

22. Notices

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

B2B Trustco
Trustee of AGF Registered Education Savings Plans
c/o AGF Investments Inc.
P.O. Box 50, Toronto Dominion Bank Tower
Toronto, Ontario M5K 1E9

You can write to AGF about the Plan at the same address.

We'll consider that you've given us the letter when we receive it. We'll give you (or a beneficiary) any notice, statement or receipt by mailing it to the last address you have given to us or to AGF in writing or by making it available to you (or an applicable beneficiary) electronically. We'll consider that we've given you the letter on the day we mail it or make it available to you (or an applicable beneficiary) electronically.

23. Changes to these terms and conditions

AGF may change these terms and conditions at its own discretion provided that:

- the relevant taxation authorities approve
- any changes do not disqualify the Plan as an RESP under the applicable laws.

The Plan is required to comply with the applicable laws at all times. If AGF needs to make changes in order to comply with the applicable laws or otherwise, the changes will be effective once they have been approved by Canada Revenue Agency. We will send you notice of any changes to the Plan by the later of: (a) 30 days following approval of the changes and (b) the date we mail or make available electronically our annual account statements to subscribers.

24. Limitation on the liability of the trustee and AGF

Neither we nor AGF are responsible in our personal capacity for taxes (and any related interest and penalties) imposed on us for buying, selling or keeping any investment.

Neither we nor AGF are responsible in our personal capacity if the Plan, you or a 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 beneficiary under the Plan, agree to indemnify us and AGF for any taxes on the Plan, 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 these terms and conditions, 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.

25. 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 will appoint a successor trustee designated by AGF. However, if AGF does not recommend a successor within 60 days after it receives written notice of our resignation, we may do so.

The successor trustee must be a corporation resident in Canada authorized under the laws of Canada or a province to act as trustee.

Within 90 days of its appointment, the successor trustee will give you written notice of the change. We will transfer all books, records and assets of the Plan to the successor trustee. In the event that the trust is terminated or replaced, the property held by the trust is required to be used only for any of the purposes described in the definition of a trust under subsection 146.1(1) of the Act. The successor trustee must agree to these same terms.

26. Quebec residents / Résidents du Québec

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

- the application
- all notices
- these terms and conditions
- all statements.

Vous confirmez avoir expressément demandé que toutes les communications se rapportant au régime soient rédigées en anglais, y compris :

- la demande
- tous les avis
- ces modalités
- tous les états de comptes.



AGF Investments Inc.

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