



APPLICATION FORM



For EU residents: Understand our use of your Personal Data and your rights.

PERSONAL DATA AND GDPR

Regulation (EU) 2016/679, known as the General Data Protection Regulation ("GDPR") provides certain protections and rights to you in respect of your Personal Data.

Personal Data refers to any data relating to you such that you can be identified directly from that data or indirectly in conjunction with other information. You are required to provide your Personal Data for statutory and contractual purposes. Failure to provide the required Personal Data will result in AGF being unable to permit, process, or maintain your investment in the Funds.

YOUR RIGHTS

You have a right to object to the processing of your Personal Data where such processing is carried out for legitimate business and account related interests.

Where specific processing is based on your consent, you have the right to withdraw it at any time. Such withdrawal however, may impact the ongoing ability to service and maintain your account with AGF. You also have the following rights, subject to any statutory or legal obligations that may impact full execution of them:

- to request access to your Personal Data kept by AGF,
- the rectification or erasure of your Personal Data;
- to restrict or object to processing of your Personal Data (which may impact the ability to maintain or service your account), and
- to data portability.

You have a right to lodge a complaint with the Data Protection Authority if you are unhappy with how AGF is handling your Personal Data. Any questions about the operation of AGF's data protection policy for EU residents, should be referred in the first instance to the AGF Privacy Officer at

agf_privacy@agf.com.

Phone: +1-800-265-8583 or +1-416-367-1900

Mail: Toronto Dominion Bank Tower, 66 Wellington Street, 31st floor, M5K 1E9, Canada

DATA PROTECTION

AGF may hold some or all of the following types of Personal Data in relation to you and any beneficial owners as provided by you in completing account opening forms or by your financial advisor;

- name,
- address;
- contact details (telephone, email address),
- date/place of birth,
- gender,
- tax number,
- bank details,
- photographic ID and proofs of address;
- Other information obtained over the course of your relationship with us.

AGF is obliged by law to conduct certain ongoing monitoring and reporting using your Personal Data, including retaining it for specified retention periods for specific regulatory purposes (e.g. Tax Laws, Anti-Money Laundering rules, etc) In the course of business, AGF will collect, record, store, adapt, transfer and otherwise process Personal Data to service you and your account.

AGF and/or any of its service providers may process your Personal Data for any one or more of the following:

- (1) to operate the Funds, including managing and administering your investment in the relevant Fund on an on-going basis, which enables AGF to satisfy contractual duties and obligations;
- (2) to comply with any applicable legal, tax or regulatory obligations (for example, fraud prevention practices, anti-money laundering obligations, tax reporting obligations, etc.);
- (3) for any other legitimate business interests to whom Personal Data is disclosed, where such interests are not overridden by your interests, including for performing financial and regulatory reporting, statistical analysis for ensuring service standards are met; or
- (4) for any other specific purposes where you have given specific consent to use, including for purposes where you will have the right to withdraw such consent at any time.

AGF or its service providers may disclose or transfer Personal Data, to other duly appointed agents and service providers, including any of their respective related, associated or affiliated companies, and to third parties including advisers, regulatory bodies, taxation authorities, auditors, technology providers, statement preparers, etc for the purposes of servicing the account.

AGF will not keep Personal Data for longer than is required either by law or for the purpose(s) for which it was collected. AGF will take all reasonable steps to destroy or erase the data from its systems when no longer required to be retained.

AGF and/or any of its service providers will not transfer your Personal Data to a country unless that country ensures an adequate level of data protection or appropriate safeguards are in place. The European Commission has prepared a list of countries that are deemed to provide an adequate level of data protection. If a third country does not provide an adequate level of data protection, then AGF and/or any of its service providers will ensure it puts in place appropriate safeguards.

Where processing is carried out on behalf of AGF, AGF shall engage a data processor, within the meaning of GDPR, which implements appropriate technical and organisational security measures and ensures the protection of your rights. AGF will enter into a written contract with each data processor, setting out the data processor's specific mandatory obligations (in compliance with GDPR), including to process your Personal Data only in accordance with the documented instructions from AGF.

As part of AGF's business and ongoing monitoring, AGF may from time to time carry out automated decision-making in relation to investors, including, for example, profiling of investors in the context of anti-money laundering reviews or for tax authorities. Such activities may result in your being identified to the appropriate authorities and to other entities where required by law.



APPLICATION FORM

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

1. Type of Account (Please complete a separate application for each account type)

Cash Accounts, Retirement Savings Accounts, Retirement Income Accounts, Is this a change to an existing Harmony account?

2. Applicant (Annuitant) Information

Title, Last Name, First Name, Middle Initial, Home Address, City, Province, Postal Code, Tax Country, Tax Province, Language Preference, Date of Birth, Social Insurance Number, Home Telephone, Business Telephone, E-mail Address, Co-Applicant Date of Birth, Social Insurance Number of Co-Applicant

3. Additional Information for Spousal Plans (RSP and RIF accounts only)

Last Name of Contributor, First Name, Middle Initial, Date of Birth, Spouse's Social Insurance Number (Mandatory)

4. Dealer Information

Dealer Name, Dealer Code, Dealer Account Number, Representative Name, Representative Code, Telephone Number

5. Deposit Information

Your initial investment must total at least \$50,000 for a non-registered account or \$25,000 for a registered account. Are you making an: Initial Deposit?, Additional Deposit?, Cheque Payable to AGF Investments Inc., Transfer From Another Harmony Account, 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.

6. Investment Pool Allocation for Your Deposit

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

Table with 6 columns: Pool/Portfolio Name, Pool/Portfolio Number, Allocation (\$ or %), Pool/Portfolio Name, Pool/Portfolio Number, Allocation (\$ or %). Includes a Total row.

Automatic Rebalancing Service, Service Fee Payment* (By selecting this option, you direct the service fee to be paid from your Harmony account #.)

* Applicable to Wrap Series only

7. Investment Pool Allocation for Your Group Plan Deposit (cash and RSP accounts only)

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

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 or Association (Mandatory) _____

8. Regular Deposits through the Systematic Investment Plan (SIP)

Complete this section, and section 12, if you want to make regular deposits to your account. Each deposit must be a minimum of \$1,000.

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

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

9. Regular Withdrawal through the Systematic Withdrawal Plan (SWP)

Complete this section, and section 12, if you want to make regular withdrawals from your account. This option is not available to Registered Plans.

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

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

10. Appointing a Beneficiary or a Successor Annuitant (not applicable to cash accounts)

Complete this section if you want to name a beneficiary (or, for a RIF or SRIF, a successor annuitant), where permitted by applicable law, to receive the value of your plan in the event of your death. This designation of beneficiary will revoke any previous designation of beneficiaries for your plan, subject to the laws that apply. You can change your beneficiary at any time. If you get married or separated, your beneficiary may not change automatically. It is your responsibility to make sure your beneficiary designation is legally valid and up to date.

I would like to designate: my spouse as successor annuitant, or a beneficiary to receive my interest in the plan if living at the time of my death, otherwise my estate:
 check here if you've attached a separate sheet with additional beneficiaries or more information.

Name _____ ()				Name _____ ()			
Relationship _____	Social Insurance Number _____	Telephone _____	Allocation % _____	Relationship _____	Social Insurance Number _____	Telephone _____	Allocation % _____
<input type="checkbox"/> same as yours, or Home Address (number, street, apartment) _____				<input type="checkbox"/> same as yours, or 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.

11. Regular Payments from a Retirement Income Account (Complete this section if you are opening a RIF/SRIF/LIF/LRIF/PRIF/RLIF)

Pool/Portfolio Name	Pool/Portfolio Number	Allocation □ \$ or □ %	Pool/Portfolio Name	Pool/Portfolio Number	Allocation □ \$ or □ %
Total Regular Payment (must equal amount specified)					

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.

You want your payments to be based on: Your Age Your Spouse's Age

Y Y Y Y | M M D D

Spouse's Date of Birth

(Spouse's age election available only where permitted by applicable legislation.)
This election may not be changed after the first payment is made out of the Plan, even if your spouse dies or you separate.

Spouse's Last Name _____ First Name _____ Middle Initial _____

How much would you like to receive? Minimum required by income tax legislation

Payments in excess of the minimum are subject to withholding tax. Maximum allowed (applicable only to LIFs, LRIFs and RLIFs)

Other Amount (greater than minimum) \$ _____

Investment use (check one): personal

business

Date of Your First Payment: Y Y Y Y | M M D D

Frequency: weekly monthly quarterly semi-annually

Date must be before Dec. 31st of next year. every two weeks every two months every four months annually

How should we send you your payments? deposit directly to your bank account – **complete section 12**
 mail you a cheque

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.

12. 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.

13. 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 12 above.
Please complete section 12 and Signature Guarantee Information (at the right). ETS is not available for retirement income accounts.

Signature Guaranteed by (Use Guarantee Stamp)

14. Systematic Switching Plan (SSP)

Transfers must be between pools/portfolios of the same series and the same sales charge option. Not available for retirement income accounts.

Automatically transfer: From Harmony Account From Harmony Pool/Portfolio Amount: Gross Net To Harmony Pool/Portfolio To Harmony Account

Start Date: Y Y Y Y | M M D D

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

15. Client Communications

Where available or permitted by law, I would like to receive documents, including client statements, trade confirmations, financial statements of the funds I hold 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)

16. 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 plan 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 and your spouse 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 plan is subject to the terms and conditions set out in the application form, the declaration of trust and any addendum to the plan 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 RRSP and the suitability of its 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 offices 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).

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

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

if you're opening a retirement savings account or retirement income account, you authorize the trustee to:

- apply to register your plan under the Income Tax Act and any provincial income tax laws according to the declaration of trust.

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 www.agf.com.

Please sign here

Your signature

Date

Y Y Y Y | M M D D

Co-applicant's signature (joint accounts)

Date

Y Y Y Y | M M D D

DECLARATION OF TRUST

Harmony Retirement Income Fund & Harmony Retirement Savings Plan (together the "Plans" or individually a "Plan"). Harmony Retirement Income Fund includes all retirement income accounts and their locked-in equivalents (i.e. RRIF, SRIF, LRIF, PRIF, LIF, RLIF). Harmony Retirement Savings Plan includes all retirement savings accounts and their locked-in equivalents (i.e. RRSP, SRSP, LIRA, LRSP, RLSP).

1. Definitions for the Plans:

You and your mean the annuitant (as defined under the Act) of the Plan named on the application. 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 will arrange for the administration of) the Plan for us.

RRSP means Registered Retirement Savings Plan. RRIF means Registered Retirement Income Fund. LIRA means Locked-in Retirement Account. LRSP means Locked-in Retirement Savings Plan. RLSP means Restricted Locked-in Savings Plan. LIF means Life Income Fund. RLIF means Locked-in Retirement Income Fund. RLIF means Restricted Life Income Fund.

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 on your application.

Spouse means spouse or common-law partner as recognized by the Act.

2. General Terms for the Plans

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 tax laws.

Proof of Age

The statement of your date of birth and, where applicable, of the date of birth of your spouse, on the 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

We will apply to register the Plan under the provisions of the Applicable Tax Legislation.

How we invest the assets of the Plan

We'll invest the assets of 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 Money Market Pool 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, 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 your Plan 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 (or your spouse) a statement showing:

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

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

Income tax receipts

We'll provide you with income tax receipts, as applicable, for:

- contributions to the Plan
- payments from the Plan
- any other activities for which we're required to issue tax receipts under the Applicable Tax Legislation.

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

B2B Trustco
Trustee of Harmony Pools
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 (or your spouse) any notice, statement or receipt by mailing it to the last address you (or your spouse) have given to us or to AGF in writing. We'll consider that we've given you the letter on the day 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 RRIF or RRSP (as applicable) under the Applicable Tax Legislation.

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 those laws, 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 our annual account statements to plan holders.

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 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 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. 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 resignation, we may appoint a successor.

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, other than assets we must keep if you hold a RRIF, in accordance with the Act to ensure you are paid the minimum amount under the Plan for the year.

Quebec residents / Résidents du Québec

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

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

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

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

Governing law

The Plan will be governed by, interpreted and administered according to the laws of Ontario (or, in the case of a LIF, LIRA or other locked-in arrangement, the laws of the applicable province) and Canada.

3. Additional Terms Applicable to Harmony Retirement Income Fund

Transfers to the Plan

Under the Applicable Tax Legislation, we are the carrier of the Plan and you are the person to whom we have agreed to make payments. We'll hold in trust and invest and reinvest for you in accordance with the Plan all amounts contributed or transferred to the Plan along with all income and capital gains generated by the investment of those amounts. Transfers into the Plan may be made from one or a combination of:

- an RRSP in your name
- a registered pension plan of which you are a member
- a LIRA in your name
- another RRIF in your name
- a RRIF or an RRSP in your spouse's (or former spouse's) name, under a decree, order or judgment from a court, or a written separation agreement relating to the breakdown of your marriage
- you, if you transfer a refund of premiums (as defined in the Act) from your RRSP in accordance with the Applicable Tax Legislation
- other sources permitted by the tax laws.

In addition to the terms and conditions of this Declaration of Trust, you agree to be bound by, and the Plan will be subject to, any additional terms and conditions required to complete the transfer of "locked-in" amounts in accordance with Applicable Tax Legislation. Where there are inconsistencies regarding the "locked-in" amounts, these additional terms and conditions will take precedence over the terms and conditions of this Declaration of Trust, unless the tax laws provide otherwise.

Benefits, loans and prohibition

Assets in the Plan may not be used as security for a loan. In addition, no benefit that is conditional in any way on the existence of the Plan can be extended to you, the annuitant, or to a person with whom you were not dealing at arms length. You may not engage in any transaction, investment, payment or transfer which is or may be an advantage, an RRSP strip or a swap transaction under Part XI.01 of the Act. We reserve the right to prohibit any transaction, investment, payment or transfer, whether an advantage, an RRSP strip or a swap transaction under the Act, or such other payment or transfer, which is or may be prohibited or penalized under the Act.

How we distribute your retirement income

We'll make payments to you from the Plan as long as there are assets in it. We'll start making these payments by the first calendar year after the year the Plan is established. We may ask for proof of your age, or if necessary, proof of your spouse's age.

If you've told us to make your spouse your successor annuitant if you die, we'll make payments to your spouse from the Plan as long there are assets in it. Payments from the Plan may not be assigned in whole or in part to any other party.

There is no minimum amount to be paid out of the Plan in the year the Plan is set up. For each following year:

- except where the tax laws otherwise provide, a minimum amount must be paid out of the Plan equal to the value of the assets in the Plan multiplied by a certain factor as set out in the Act
- there may also be a maximum amount set out under applicable laws.

No payment can exceed the total value of the assets in the Plan immediately before the scheduled payment.

You decide how much, and how often, you would like to be paid, by telling us on the application, or using a form we provide. You can choose to receive the payments yearly or more frequently. If you don't tell us how much to pay you, or if you tell us to pay you less than the minimum amount, we'll pay you the minimum amount. If you tell us to pay you more than the maximum amount, we'll pay you the maximum amount. If you want to change the amount and frequency of your payments, you may tell us in writing or use a form we provide.

We'll send you a statement showing you the value of the assets in the Plan, and how much money we need in order to provide you with the payments. You may tell us which assets of the Plan you would like us to liquidate in order to provide you with your specified payments. If you haven't told us within 30 days after we have sent you the statement, we'll use our own discretion in liquidating assets.

Unless we permit otherwise, payments are made only in cash. We'll consider that we have made a payment to you when we:

- mail you a cheque to the last address you have given us, or
- deposit the payment electronically to the bank account you have last given us.

We won't make any payments from the Plan other than those described in the conditions set out here.

Valuation of the Plan

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

If you die before the final payment

You can, where allowed by law, name your spouse as the successor annuitant. Or, where allowed by law, you can designate a beneficiary on the application or by written notice. You're solely responsible for making sure your designation is legally valid. You can change the designation 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 your 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 before we make the final payment to you, and you have named your spouse as the successor annuitant, we'll continue making payments to your spouse.

If you have not named your spouse as the successor annuitant, or if your spouse predeceases you, we'll liquidate the assets in the Plan and pay the proceeds to your personal representatives in a lump sum, less any fees and taxes. If you have designated one or more beneficiaries for the Plan, we'll pay these proceeds to your beneficiaries, less any fees and taxes. We'll need satisfactory proof of your death, and may require other documents from your legal representatives, before we can make the payment.

Transfers to other plans

You may transfer all or part of the assets of the Plan, or their equivalent value, to another Plan set up in your name by telling us in writing.

If you transfer part of the Plan, you must tell us which investments to transfer or sell. If you don't tell us, we'll have complete discretion to decide which investments to transfer or sell.

When we receive your instructions, we'll:

- make sure enough money is left in your Plan to pay the minimum amount for the current year
- deduct any applicable fees and charges or any other unpaid fees or charges from the assets being transferred
- transfer all information that the other trustee will need to continue the Plan.

We'll complete the transfer in accordance with applicable laws and within a reasonable time after you request the transfer and have completed all the necessary forms. Once we've completed the transfer, we'll have no further responsibility or liability for the value of the Plan transferred.

Transfers can also be made to a Plan in your spouse's (or former spouse's) name under a decree, order or judgment from a court or a written separation agreement relating to the breakdown of your marriage.

We won't make any payments under the Plan except for fees and for payments described under "How we distribute your retirement income", "Transfers to other plans", and "If you die before the final payment".

4. Additional Terms Applicable to Harmony Retirement Savings Plans

Your contributions to the Plan

We'll hold in trust for you:

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

You (or your spouse) are solely responsible for determining the maximum amount that may be contributed to the Plan each year under the tax laws and how much is deductible. If you (or your spouse) contribute more than the maximum amount, we'll return the overcontribution to you (or your spouse) when you (or your spouse) send

us a written request to reduce the amount of the overcontribution. We can liquidate assets for this purpose.

Assets in the Plan may not be used as security for a loan.

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, or 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, an RRSP strip or a swap transaction under Part XI.01 of the Act. We reserve the right to prohibit any transaction, investment, payment or transfer, whether an advantage, an RRSP strip or a swap transaction under the Act, or such other payment or transfer, which is or may be prohibited or penalized under the Act.

Transfers from other plans

You may transfer assets to the Plan from:

- other RRSPs where you are the annuitant
- registered pension plans where you are the annuitant
- LIRAs of where you are the annuitant
- other sources allowed under the tax laws.

In addition to the terms and conditions of this Declaration of Trust, you agree to be bound by, and the Plan will be subject to, any additional terms and conditions required to complete the transfer of "locked-in" amounts in accordance with the Applicable Tax Legislation. Where there are inconsistencies regarding the "locked-in" amounts, these additional terms and conditions will take precedence over the terms and conditions of this Declaration of Trust, unless the tax laws provide otherwise.

Maturity date of the Plan

We'll invest and use the assets of the Plan to provide you with a retirement income on maturity of the Plan. The maturity date of your Plan is the date the assets in the Plan must be used to start providing you with retirement income. The maturity date of the Plan can't be later than the end of the calendar year in which you reach the maximum age determined under the tax laws from time to time. At least 90 days before the maturity date, you must tell us in writing the maturity date you'd like for the Plan.

Choices for your retirement income

Unless you tell us otherwise before your maturity date, we'll use the assets in the Plan, less fees, to buy a Harmony Retirement Income Fund in your name on your maturity date. We'll act as trustee for your Harmony Retirement Income Fund.

You have several other choices for retirement income. Before the maturity date, you may tell us in writing to use the assets in the Plan, less fees, to buy any of the following from another company:

- RRIF
- life annuity
- fixed term annuity
- combination of life and fixed term annuities
- any form of retirement income allowed from time to time under the tax laws.

We'll liquidate the assets in the Plan to buy an annuity.

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

Annuity payments may not be assigned, in whole or in part, to any other party.

If you choose a RRIF, you'll be required to withdraw a minimum amount each year following the year the RRIF is set up in accordance with the tax laws governing RRIFs.

If you choose an annuity, equal payments will be made at least yearly, except if the annuity is a variable annuity. If payments continue to your spouse when you die, the total annuity payments to your spouse in any year after your death will not be more than the total annuity payments made to you in any year before your death. You may integrate your annuity with the Old Age Security Pension, and you may elect to index the annuity according to the Consumer Price Index, up to 4% yearly.

If you cash in your annuity in full, payments will stop. If you cash in only part of the annuity, equal payments will continue on an annual or more frequent basis. If an annuity becomes payable to anyone other than you or your spouse, the annuity must be cashed in.

If you choose a life annuity, retirement income starts on the maturity date of the Plan and continues for your life. You can arrange for payments to be made to your spouse for the rest of his or her life after you die. The annuity may have a guaranteed term which must be 90 minus either:

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

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

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

Your age in whole years is used for these calculations.

Payments before the maturity date

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

If you die before the maturity date

If you die before the maturity date of the Plan, 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 and taxes. If you have designated one or more beneficiaries for the Plan who are alive at the time of your death, we'll pay these proceeds to your beneficiaries, less any fees and taxes. 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. 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.



HARMONY CLIENT SERVICES

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