

***SELF-DIRECTED EDUCATION
SAVINGS PLAN -
FAMILY BENEFICIARY PLAN***

NBCN Inc. - SELF-DIRECTED EDUCATION SAVINGS PLAN - FAMILY BENEFICIARY PLAN APPLICATION

ACCOUNT NO.

____-____-____

This form is to be completed by a subscriber of a registered education savings plan or an education savings plan that will be submitted for registration. Failure to provide certain information requested herein may result in the beneficiary not being eligible for Grants. The information contained in this form, as well as the amount of the contribution and the amount of the plan, may be shared with the custodial parent. Information will also be provided to Human Resources and Skills Development Canada, the federal government department responsible for the Grant program, and the Canada Revenue Agency for taxation purposes.

INVESTMENT ADVISOR

____-____-____

1. SUBSCRIBER DATA:

A subscriber may either be an individual OR an individual and the spouse or common-law partner of that individual.

NAME:

 (SURNAME) (FIRST NAME) (INITIALS)

ADDRESS:

 (STREET) (APARTMENT) (CITY)

 (PROVINCE) (COUNTRY) (POSTAL CODE)

TELEPHONE NUMBER (HOME): _____
TELEPHONE NUMBER (BUSINESS): _____

DATE OF BIRTH: _____
 M M D D Y Y Y Y

GENDER: M F

SIN NO. (MANDATORY): _____-_____-_____

2. CO-SUBSCRIBER DATA:

Complete only if spouse or common-law partner is to be a joint Subscriber.

NAME:

 (SURNAME) (FIRST NAME) (INITIALS)

ADDRESS: SAME AS ABOVE FOR SUBSCRIBER; OR

 (STREET) (APARTMENT) (CITY)

 (PROVINCE) (COUNTRY) (POSTAL CODE)

TELEPHONE NUMBER (HOME): _____
TELEPHONE NUMBER (BUSINESS): _____

DATE OF BIRTH: _____
 M M D D Y Y Y Y

GENDER: M F

SIN NO. (MANDATORY): _____-_____-_____

3. JOINT SUBSCRIBERS ONLY:

We, _____ and _____ of _____ **HEREBY DECLARE** that we are spouses of each other.
 OR
 We, _____ and _____ of _____ **HEREBY DECLARE** that we are common-law partners as defined under the *Income Tax Act* (Canada).

4. DESIGNATION OF BENEFICIARIES AND APPORTIONMENT OF CONTRIBUTIONS OF A FAMILY PLAN:

NAME:

 (SURNAME) (FIRST NAME) (INITIALS)

ADDRESS: SAME AS ABOVE FOR SUBSCRIBER; OR

 (STREET) (APARTMENT) (CITY)

 (PROVINCE) (COUNTRY) (POSTAL CODE)

TELEPHONE NUMBER (HOME): _____
TELEPHONE NUMBER (BUSINESS): _____

DATE OF BIRTH: _____
 M M D D Y Y Y Y

GENDER: M F

SIN NO. (MANDATORY): _____-_____-_____

PARENT OR GUARDIAN NAME AND ADDRESS*:

 (SURNAME) (FIRST NAME) (INITIALS)
ADDRESS: SAME AS ABOVE FOR SUBSCRIBER; OR

 (STREET) (APARTMENT) (CITY)

 (PROVINCE) (COUNTRY) (POSTAL CODE)

*NOTE: If the beneficiary is under 19 years of age and ordinary resides with a parent, guardian or primary caregiver, give name and address of that parent, guardian or primary caregiver.

RELATIONSHIP TO SUBSCRIBER:

Subscriber reserves the right to change beneficiaries at any time. If this is a family plan, each beneficiary must be related to the Subscriber and Co-Subscriber, where applicable, by blood relationship or adoption.

APPORTIONMENT OF CONTRIBUTIONS INTO THE PLAN : (If other than equally among all beneficiaries) _____%.

Subscriber reserves the right to change the apportionment of contributions among beneficiaries at any time.

I understand and agree that the Promoter may accept contributions by way of transfers from another RESP, and may transfer monies from the Plan to another RESP. I understand and agree that the Promoter may make or accept transfers even if such transfers result in repayments of Grant monies or restrictions on future Grant payments in respect of beneficiaries under the Plan. I understand and agree that when a contribution in kind is made to the Plan, the investments held by the Plan must be in the name of the Plan and not in my name.

I understand and agree that the Promoter may, at any time, refund some or all of the Grant monies in the Plan to the Minister of Human Resources and Skills Development Canada as required by the applicable legislation and as described in the Contract. I further acknowledge that any beneficiary under this Plan who is also a beneficiary under one or more other RESPs is solely responsible for ensuring that any overpayments of Grant payments made to him or her are repaid to the Minister of Human Resources and Skills Development Canada.

I understand and agree that, provided I meet the conditions set out in subparagraph 8(a)(v) of the terms and conditions, I may, as permitted by the *Income Tax Act* (Canada), withdraw or transfer to my registered retirement savings plan or to a spousal registered retirement savings plan, part or all of the income accumulated in the Plan, net of any Grant monies in the Plan that may have to be refunded to the Minister of Human Resources and Skills Development Canada and net of any other withholding taxes as required by the Tax Laws, and that as a result of such withdrawal or transfer the Promoter will terminate the Plan as required by the *Income Tax Act* (Canada).

6. DESIGNATION OF EDUCATIONAL INSTITUTION:

Designated Educational Institution entitled to amount held under Plan in case of failure of direction: _____
Subscriber reserves the right to change the Designated Educational Institution at any time.

ADDRESS:

<input type="text"/>	<input type="text"/>	<input type="text"/>
(STREET)	(APARTMENT)	(CITY)
<input type="text"/>	<input type="text"/>	<input type="text"/>
(PROVINCE)	(COUNTRY)	(POSTAL CODE)

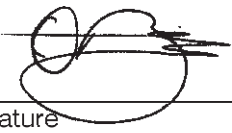
7. TERMINATION DATE:

Termination Date of the Plan: December 31st _____ Year
(no more than 25 years after the end of the year in which the Plan was established)

Termination Date for Payment into Plan: December 31st _____ Year
(no more than 21 years after the end of the year in which the Plan was established)

Dated at _____ in the Province of _____, this _____ day of _____, _____

Accepted by NBCN Inc.



Authorized Signature

I, HEREBY DECLARE that the information given in this document is, true, correct and complete in every respect.

Subscriber's Signature

Co-subscriber's Signature (if applicable)

Date

SELF-DIRECTED EDUCATION SAVINGS PLAN - FAMILY BENEFICIARY PLAN

The application attached (the "**Application**") and these terms and conditions constitute a contract for the establishment of a NBCN Inc. Self-Directed Education Savings Plan - Family Plan (the "**Plan**") between NBCN Inc. (the "**Promoter**") and the subscriber(s) named in the Application as of the date of the Application (the "**Contract**") under which the Promoter will pay educational assistance payments to further a beneficiary's post-secondary education. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions: For the purposes of this Contract the following terms shall have the following meanings:

- (a) "**Accumulated Income Payment(s)**" means any amount paid out of this Plan, other than a payment described in any of paragraphs (a) and (c) to (e) of the definition of trust in subsection 146.1(1) of the *Income Tax Act* (Canada), to the extent that the amount so paid exceeds the fair market value of any consideration given to the Plan for the payment of the amount;
- (b) "**Applicable Legislation**" means all provincial and federal legislation governing the Plan, the Plan Assets and the parties hereto including, without limitation, the *Income Tax Act* (Canada), *Canada Education Savings Act* and securities legislation. Any reference to the *Canada Education Savings Act* includes a reference to Part III.1 of the *Department of Human Resource Development Act* as it read at the time the reference is relevant. Any reference to Applicable Legislation shall be deemed to include all such statutes and any regulations, policies, rules, orders or other provisions thereunder, all as may be amended, re-enacted or replaced from time to time;
- (c) "**Beneficiary(ies)**" means the individual or individuals designated in the Application by the Subscriber(s) to whom, or on whose behalf, Educational Assistance Payments are agreed to be paid, provided each such individual qualifies under the Applicable Legislation and the Plan at the time such payments are made. An individual must reside in Canada at the time of the designation unless he was already the beneficiary of a RESP immediately before the transfer of assets from the other plan. This individual must also provide his social insurance number (SIN) to the promoter, subject to the exception stated in paragraph 146.1(2.3) of the *Income Tax Act* (Canada);
- (d) "**Capital Investments**" at any time means an amount net of the amount of grant refunds as provided in section 6, not exceeding the lesser of: (i) the value of the Plan Assets at that particular time; and (ii) the aggregate of all Contributions made to the Plan up to that time eligible for refund at that time under the Applicable Legislation;
- (e) "**Grant**" means an amount paid into the plan under Part III.1 of the Department of Human Resource Development Act as it read immediately before the coming into force of section 19 of the Canada Education Savings Act or an amount paid into the plan under the Canada Education Savings Act or under a program administered pursuant to an agreement entered into under section 12 of that Act;
- (f) "**Contribution(s)**" means any amount contributed to the Plan by or on behalf of each Subscriber in respect of a Beneficiary residing in Canada from time to time or by way of a lump sum payment, other than a grant, and subject to the RESP Annual Limit and the RESP Lifetime Limit, and such minimum amounts permitted by the Promoter. Contribution(s) also include direct transfers from another registered education savings plan that has not made any Accumulated Income Payments prior to such transfers and subject to such other conditions imposed in accordance with the Applicable Legislation and the Plan. For greater certainty, an amount may be contributed by payment of cash into the Plan as well as by way of transfer of securities acceptable to the Promoter, in its sole discretion, provided that the registered ownership of such securities has been changed to reflect ownership by the Plan;
- (g) "**Educational Assistance Payment(s)**" means any amount, other than a Refund of Contributions, paid or payable under this Plan in accordance with the Applicable Legislation, to or for a Beneficiary to assist that Beneficiary to further the Beneficiary's education at a post secondary school level;
- (h) "**Minister**" means the Minister designated under section 4 of the *Canada Education Savings Act*. Any reference to the Minister designated for the purpose of the *Canada Education Savings Act* includes a reference to the Minister of Human Resource Development or the Minister of State to be styled Minister of Human Resource Skills Development before the day on which a Minister is designated for the purposes of that Act;
- (i) "**Plan Assets**" means all Contributions and Grants paid to the Plan in respect thereof, together with the income and gains derived from the investments and reinvestments thereof, less any losses of any investment or reinvestment, less any fees and administration expenses of the Promoter and the Trustee paid out of the Plan, and less any Grant refunds required by the Applicable Legislation. For greater certainty, Plan Assets includes all investments held from time to time by or on behalf of the Trustee in accordance with the Plan as well as amounts transferred pursuant to Applicable Legislation from other registered education savings plans, if any;
- (j) "**Post-Secondary Educational Institution**" has the meaning ascribed to such term in subsection 146.1(1) of the *Income Tax Act* (Canada) which defines a post-secondary educational institution as:
 - (i) an educational institution in Canada that is a university, college or other educational institution designated by the Lieutenant Governor in Council of a province as a specified educational institution under the *Canada Student Loans Act*, designated by an appropriate authority under the *Canada Student Financial Assistance Act*, or designated by the Minister of Higher Education and Science of the Province of Quebec for the purposes of *An Act respecting financial assistance for students of the Province of Quebec*; or
 - (ii) an educational institution in Canada that is certified by the Minister 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
 - (iii) an educational institution outside Canada that is a university, college or other educational institution that provides courses at a post-secondary school level at which a beneficiary was enrolled in a course of not less than 15 consecutive weeks;
- (k) "**Public primary caregiver**", of a beneficiary under an education savings plan in respect of whom a special allowance is payable under the Children's Special Allowance Act, 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;
- (l) "**Qualifying Educational Program**" has the meaning ascribed to such term in subsection 146.1(1) of the *Income Tax Act* (Canada) which defines a qualifying education program as a program of not less than 3 consecutive weeks 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 institution described in the definition "designated educational institution" in subsection 118.6(1) of the *Income Tax Act* (Canada) (other than an institution described in subparagraph (a)(ii) thereof), that is a program at a post-secondary school level but, in relation to any particular student, does not include any such program if the program is taken by the student during a period in respect of which the student receives income from an office or employment, and in connection with, or as part of the duties of, that office or employment.
- (m) "**Specified Educational Program**" : a program at a post-secondary school level of not less than three consecutive weeks duration that requires each student taking the program to spend not less than 12 hours per month on courses in the program;
- (n) "**Refund of Contributions**" at any time means:
 - (i) a refund of a Contribution that had been made at a previous time, if the Contribution was made:
 - (A) otherwise than by way of a transfer from another registered education savings plan; and
 - (B) into the Plan by or on behalf of a Subscriber under this Plan, or
 - (ii) a refund of an amount that was paid at a previous time into the Plan by way of a transfer from another registered education savings plan, where the amount would have been a refund of contributions under the other plan if it had been paid at the previous time directly to a subscriber under the other plan;
- (o) "**RESP Annual Limit**" means the maximum amount of Contributions permitted in the calendar year to all registered education savings plans in respect of a person designated as a beneficiary under such plans (other than Contributions made by way of transfer from another registered education savings plan) pursuant to subsection 146.1(1) of the *Income Tax Act* (Canada) as amended from time to time;
- (p) "**RESP Lifetime Limit**" means the lifetime limit for Contributions to all registered education

savings plans in respect of a person designated as a beneficiary under such plans pursuant to subsection 204.9(1) of the *Income Tax Act* (Canada) as amended from time to time;

- (q) "**Subscriber(s)**" means at any time either an individual (other than a trust) or an individual (other than a trust) and the spouse or common-law partner of such individual or a public primary caregiver who is/are named as such in the Application and in particular:
 - (i) each individual or the public primary caregiver with whom the Promoter entered into the Plan;
 - (ii) another individual or another public primary caregiver who has before that time, under a written agreement, acquired a public primary caregiver's rights as a subscriber under the plan;
 - (iii) an individual who, before that time acquired a Subscriber's rights under the Plan pursuant to a decree, order or judgment of a competent tribunal, or under a written agreement, relating to a division of property between the individual and a Subscriber under the Plan in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership; or
 - (iv) after the death of an individual described in any of paragraphs (i) to (iii), any other person (including the estate of the deceased individual) who acquires the individual's rights as a subscriber under the Plan or who makes Contributions into the Plan in respect of a Beneficiary;
- but does not include an individual or a public primary caregiver whose rights as a Subscriber under the Plan had, before that time, been acquired by an individual or public primary caregiver in the circumstances described in paragraph (ii) or (iii); and
- (r) "**Trustee**" means Natan Trust Company or such other corporation, resident in Canada and licensed or otherwise authorized under the laws of Canada or of a province to carry on in Canada the business of offering to the public its services as a trustee, pursuant to paragraph 146.1(2)(a) of the *Income Tax Act* (Canada), which has been appointed by the Promoter to irrevocably hold the Plan Assets for the purpose(s) set forth in subsection 2(b).

2. Purposes of the Plan:

- (a) The Plan is offered by the Promoter to provide Educational Assistance Payments to the Beneficiary(ies) and to enable the Beneficiary(ies) to benefit from the Grants. The Plan does not allow for the payment to a Beneficiary unless the Beneficiary meets the prerequisites as set forth in paragraph 146.1(2)(g.1) of the *Income Tax Act* (Canada) and otherwise in the Applicable Legislation. Contributions are not deductible by the Subscriber from income for tax purposes and are not taxable when returned to the Subscriber (or as the Subscriber may direct pursuant to subsection 5(b)). Provided that the Plan qualifies as a registered education savings plan under the Applicable Legislation, net income and net realized capital gains (including capital appreciation) earned on investments of Contributions and Grants will not be included in computing the Subscriber's income. Educational Assistance Payments made, and Grants paid, to or on behalf of a Beneficiary are included in computing the Beneficiary's income. However, where a Subscriber directs, pursuant to section 5(b) that part or all of the Contributions be paid to some or all of the Beneficiaries, such payments are not included in computing the income of such Beneficiaries.
- (b) In consideration of receipt by the Promoter of Contributions and the fees and charges set out in Section 16, and subject to repayment of Grant payments as required by the Applicable Legislation, the Promoter agrees to pay, or cause to be paid, the Educational Assistance Payments and to arrange for the Plan Assets to be irrevocably held in trust by the Trustee pursuant to the Plan for one or more of the purposes set out in paragraphs 8(a)(i) to (vi).

3. Registration of the Plan:

The Promoter shall apply for registration of the Plan as a registered education savings plan under the *Income Tax Act* (Canada) in prescribed form and containing prescribed information, and shall apply for registration of the Plan as a registered education savings plan under any other appropriate Applicable Legislation in the province in which each Subscriber resides. The Promoter shall provide each Subscriber with notification of such registration. Each Subscriber acknowledges that for the purposes of such registration the Promoter is relying on the correctness and completeness of all information provided in the Application signed by the Subscriber(s). The Promoter will also attend to the timely application for the Grant on behalf of each Subscriber who has instructed the Promoter to apply for the Grant on the Grant application referred to in subsection 4(c) and who has provided the Promoter with the requisite social insurance numbers and undertakings. The social insurance numbers obtained for a purpose related to an application for a Grant will not be knowingly used, communicated or allowed to be communicated for any other purpose.

4. Contributions:

- (a) Each Subscriber may make Contributions in respect of each Beneficiary in such amounts and at such times as the Subscriber designates, subject to (i) any minimum amounts established by the Promoter from time to time by written notice to each Subscriber; (ii) the RESP Annual Limit; (iii) the RESP Lifetime Limit; (iv) no Contribution being made to the Plan by or on behalf of a Subscriber after the 21st calendar year following the calendar year in which the Plan is entered into; and (v) such other restrictions as may be set out in Applicable Legislation from time to time. No contributions may be made to the Plan in respect of Beneficiaries who are twenty-one (21) years old or older, other than contributions made by way of, or following a, transfer from another registered education savings plan in accordance with the Applicable Legislation. Each Subscriber agrees that he/she is responsible for ensuring that the total of all contributions made in respect of a Beneficiary (including a replacement beneficiary who inherits the "contribution history" of the replaced beneficiary), other than contributions made to the Plan by way of transfer from other registered education savings plans, will not exceed the RESP Annual Limit and the RESP Lifetime Limit imposed by the Applicable Legislation from time to time.
- Each Subscriber acknowledges that any failure to abide by the RESP Annual Limit or the RESP Lifetime Limit will give rise to penalties and/or taxes as provided in the Applicable Legislation, and each Subscriber agrees that he/she is solely responsible for the payment of such penalties and/or taxes and for the completion of all resulting required tax reporting.
- (b) In the case of Contributions in kind, the value of such Contributions will be an amount equal to the fair market value of such Contributions at the time of payment into the Plan. Where such fair market value is not readily determinable, in the opinion of either the Promoter or the Trustee, a Subscriber shall provide written evidence satisfactory to the Promoter or Trustee, as applicable, establishing such fair market value and the Contribution shall only be accepted by the Promoter once such satisfactory evidence of fair market value has been so provided and the registered ownership of such property has been changed to reflect ownership by the Plan.
- (c) In the event a Subscriber wishes to apply to the Minister for a Grant, the Subscriber shall make such application in a form and manner acceptable to the Minister and to the Promoter, which form the Promoter shall provide to the Subscriber(s) prior to, or immediately upon, completion of the Application. The Promoter shall ensure that Grants paid to the Plan are administered, invested and paid out of the Plan strictly in accordance with the terms of this Contract and the Applicable Legislation. At the time a Contribution is made into the Plan, the Contribution will be allocated first to Beneficiaries who qualify to receive a Grant, up to the amount eligible to receive the maximum annual Grant, then equally among the Beneficiaries eligible to receive Contributions.
- (d) Each Subscriber undertakes to inform the Promoter of any change in circumstance of the Beneficiary(ies) (including any change of Beneficiary(ies) or in the residency status of the Beneficiary(ies)) upon the Subscriber making a Contribution or a request for an Educational Assistance Payment to be made to or on behalf of a Beneficiary.

5. Refund of Contributions:

Upon written notice in the form required by the Promoter and subject to such reasonable requirements as the Promoter may impose and to the Applicable Legislation which requires the Promoter to repay Grants to the Minister in certain circumstances, each Subscriber shall be entitled to:

- (a) at any time, from time to time, receive a Refund of Contributions in an amount not exceeding the Capital Investments (less all applicable fees and charges); or
- (b) direct, in the manner prescribed by the Promoter, that all or any part of the Refund of Contributions in an amount not exceeding the Capital Investments (less all applicable fees and charges) be paid to one or more of the Beneficiary(ies). The Promoter will identify to the Canada Revenue Agency the payments to Beneficiaries that are attributable to such Refunds of Contributions.

Where the Plan has two Subscribers, the written instructions must be signed by both Subscribers. When a Refund of Contributions is made, a corresponding refund of Grants will also be made to the Minister pursuant to section 6. Each Subscriber acknowledges that such Refunds of Contributions may result in restrictions on future Grants in respect of Beneficiaries under the Plan.

6. Refund of Grants:

Refunds of Grants will be made to the Minister when and as required by the Applicable Legislation, including:

- (a) on a withdrawal of Contributions for non-educational purposes;
- (b) on a payment pursuant to paragraphs 8(a)(iii) or (v);
- (c) on certain transfers from the Plan to another registered education savings plan;
- (d) on revocation of the Plan's registration, and on termination of the Plan; and
- (e) on certain replacements of a Beneficiary.

Refunds of Grants will also be made to the Minister when the Grants were paid into the Plan in error.

7. Investments:

- (a) The Promoter shall ensure that the Plan Assets are held, invested and reinvested strictly in accordance with the instructions of the Subscriber received by the Promoter from time to time, industry standards, the terms and conditions of this Contract and the Applicable Legislation. When the Plan has two Subscribers, the Promoter may act upon the instructions received from either Subscriber. In the event that no direction is provided as to the immediate investment of any cash held as part of the Plan Assets, the Promoter shall, by the next business day following receipt thereof, place on deposit with the Trustee, all such cash, and the Trustee shall allow interest on such amounts on such terms and conditions as it may reasonably determine from time to time.
- (b) Ownership of the Plan Assets shall, at all times, be vested solely in the Trustee in its capacity as trustee of the Plan and the Subscriber(s) shall have no interest in the Plan Assets other than as set forth herein. The Trustee (or its permitted agents) may exercise the rights and powers of an owner with respect to all securities held by it for the Plan, except that the right to vote and give proxies in respect thereof shall be exercised by the Subscriber(s). For this purpose the Subscriber(s) is hereby appointed as agent and attorney of the Trustee to execute and deliver proxies and/or other instruments mailed by the Trustee, or the Promoter on its behalf, to each Subscriber in accordance with the Applicable Legislation. Where the Plan has two Subscribers, the written instructions must be signed by both Subscribers.
- (c) The Subscriber(s) shall be responsible for obtaining all necessary information concerning investments, including determining whether investments should be purchased, sold, or retained by the Promoter as part of the Plan and to ensure the eligibility and qualification of such investments as qualified investments for a registered education savings plan in accordance with the definition of "qualified investments" in subsection 146.1(1) of the *Income Tax Act* (Canada) and under any other governing provision of the Applicable Legislation, and that such investments do not give rise to penalties and/or taxes of any kind. Each Subscriber acknowledges that such investments may produce losses of any nature whatsoever for the Plan and any failure to comply with the Applicable Legislation will result in penalties and/or taxes and each Subscriber agrees that he/she is solely responsible for such losses and for the payment of such penalties and/or taxes and for any resulting tax reporting relating thereto, whether or not the Promoter has communicated to the Subscriber(s) any information the Promoter may have received, or any judgment the Promoter may have formed, with respect to the foregoing at any particular time. Each Subscriber acknowledges that any failure to comply with the Applicable Legislation may also result in revocation of the Plan by the Canada Revenue Agency.

8. Withdrawals:

- (a) Upon receipt of a written direction from the Subscriber (jointly in the case of two Subscribers), in such form as the Promoter shall prescribe and subject to such reasonable requirements as the Promoter may impose and to the Applicable Legislation, the Promoter shall permit withdrawals from the Plan (to the extent of the Plan Assets after deducting any fees and expenses of the Promoter and Trustee or other amounts owing under section 16, any refunds of Grants as provided in section 6 and any withholding taxes under the Applicable Legislation):
 - (i) to make Educational Assistance Payments to or on behalf of a Beneficiary who is either:
 - (I) the individual is, at that time, enrolled as a student in a qualifying educational program at a post-secondary educational institution, or
 - (II) the individual has, before that time, attained the age of 16 years and is, at that time, enrolled as a student in a specified educational program at a post-secondary educational institution, andeither:
 - (III) the individual satisfies, at that time, the condition set out in clause I), and
 - (A) has satisfied that condition throughout at least 13 consecutive weeks in the 12-month period that ends at that time, or
 - (B) the total of the payment and all other educational assistance payments made under a registered education savings plan of the promoter to or for the individual in the 12-month period that ends at that time does not exceed \$5,000 or any greater amount that the Minister designated for the purpose of the Canada Education Savings Act approves in writing with respect to the individual, or
 - (IV) the individual satisfies, at that time, the condition set out in clause II) and the total of the payment and all other educational assistance payments made under a registered education savings plan of the promoter to or for the individual in the 13-week period that ends at that time does not exceed \$2,500 or any greater amount that the Minister designated for the purpose of the Canada Education Savings Act approves in writing with respect to the individual;

provided that the Subscriber's confirms in writing, as part of this written direction, the residency of the Beneficiary.

At the Subscriber's request (jointly, in the case of two Subscribers) and upon receipt of the requisite supporting documentation, the Promoter will apply to the Minister for an approval to pay a particular Beneficiary an amount higher than provided in subparagraphs 8 a) i) III) (B) or 8 a) i) IV).

When an Educational Assistance Payment is made to a Beneficiary, the payment will include Grant monies in accordance with, and up to a maximum amount permitted by, the Applicable Legislation.

- (ii) as a Refund of Contributions (pursuant to section 5);
- (iii) to, or to a trust in favour of, a designated educational institution in Canada referred to in subparagraph 118.6(1)(a)(i) of the *Income Tax Act* (Canada), which is an educational institution in Canada that is a university, college or other educational institution designated by the Lieutenant Governor in Council of a province as a specified educational institution under the *Canada Student Loans Act*, designated by an appropriate authority under the *Canada Student Financial Assistance Act*, or designated by the Minister of Higher Education and Science of the Province of Quebec for the purposes of *An Act respecting financial assistance for students of the Province of Quebec*;
- (iv) for the repayment of amounts (and the payment of amounts related to that payment) under the *Canada Education Savings Act* or under a program administered pursuant to an agreement entered into under section 12 of that Act;
- (v) to make Accumulated Income Payments only if:
 - (I) the payment is made to, or on behalf of, a Subscriber under the Plan who is resident in Canada when the payment is made;
 - (II) the payment is not made jointly to, or on behalf of, more than one Subscriber;
 - (III) any of:
 - (A) the payment is made after the 9th year that follows the year in which the Plan was entered into and each individual (other than a deceased individual) who is or was a beneficiary under the Plan has attained 21 years if 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 25th year following the year in which the Plan is entered into, or
 - (C) each individual who was a beneficiary under the Plan is deceased when the payment is made.

Where a Beneficiary suffers from a severe and prolonged mental impairment that prevents, or can reasonably be expected to prevent, the Beneficiary from enrolling in a Qualifying Educational Program or a Specified Educational Program at a Post-

Secondary Educational Institution, at the Subscriber's request (jointly, in the case of two subscribers) and upon receipt of the requisite supporting documentation, the Promoter will apply to the Minister of Revenue to waive the application of the conditions in clause 8(a)(v)(III) A) hereof.

The Plan shall terminate before March 1 of the year following the year in which the first Accumulated Income Payment was made out of the Plan; and

- (vi) to a trust that irrevocably holds property transferred to it pursuant to a registered education savings plan for any of the purposes set out in paragraph 2(b) and paragraphs 8(a)(i) to (vi) as permitted by the Applicable Legislation. The effective date of such a transfer from the Plan to a registered education savings plan shall be determined in accordance with subsection 146.1(6.1) of the *Income Tax Act* (Canada).

For greater certainty, no payments will be made out of the Plan when the fair market value of the Plan Assets is less than the aggregate amount of all the Grant monies paid into the Plan less any Grant monies paid out of the Plan, unless the payment is an Educational Assistance Payment made to or on behalf of a Beneficiary and the whole payment is attributable to Grant monies.

The Promoter shall determine whether any condition precedent to the payment of an Educational Assistance Payment has been satisfied and such determination shall be final and binding on the Subscriber(s), the Beneficiary(ies) and any and all other persons who may be eligible to receive moneys pursuant to the Plan.

- (b) Each Subscriber acknowledges and understands that the Applicable Legislation requires the repayment to the Minister by a Beneficiary of any Grants received by such Beneficiary in excess of the maximum amount prescribed by the Applicable Legislation. An individual who is a beneficiary under more than one registered education savings plan shall be solely responsible for ensuring that any Grant payments he or she received in excess of the maximum amount prescribed by the Applicable Legislation is repaid to the Minister. The Promoter shall provide the Beneficiary with notice of this obligation.

9. Transfers:

The Subscriber may, at any time, request in writing (jointly in the case of two Subscribers) that the Trustee, or the Promoter on the Trustee's behalf, transfer monies (including Grants) into and out of the Plan from and to another registered education savings plan. Transfers will be made even if they result in repayments of Grants or restrictions on future Grants in respect of Beneficiaries under the Plan.

In accordance with subsection 146.1(6.1) of the *Income Tax Act* (Canada), any registered education savings plan receiving a transfer will be deemed to have been entered into on the day that is the earlier of the day on which the registered education savings plan receiving the transfer (the "Transferee Plan") was entered into, and the day on which the registered education savings plan from which the transfer was made (the "Transferor Plan") was entered into.

In accordance with paragraph 146.1(2)(i.2) of the *Income Tax Act* (Canada), the Plan will not accept a transfer from a registered education savings plan after the registered education savings plan has made an accumulated income payment.

In accordance with subsection 204.9(5) of the *Income Tax Act* (Canada) each Contribution made to a Transferor Plan, by or on behalf of a Subscriber prior to a transfer will be deemed to have been made by the Subscriber in respect of each Beneficiary under the Transferee Plan, and the amount of the transfer will be deemed to have been withdrawn from the Transferor Plan, unless one of the following conditions are met:

- (a) a Beneficiary under the Transferee Plan was, immediately before the transfer, a Beneficiary under the Transferor Plan, or
- (b) a Beneficiary under the Transferee Plan had not attained 21 years of age at the time of the transfer and a parent of the Beneficiary was a parent of an individual who was, at the time of the transfer, a Beneficiary under the Transferor Plan.

If the conditions set out in either (a) or (b) above are not met, the transfer may cause an overcontribution to the Transferor Plan. Each Subscriber under the Transferor Plan will be deemed to be a Subscriber under the Transferee Plan for the purposes of the overcontribution tax payable as a result of a transfer, in accordance with subsections 204.9(5) and 204.91(1) of the *Income Tax Act* (Canada).

10. Tax Treatment of Accumulated Income Payments:

There shall be included in computing a Subscriber's income for a taxation year each Accumulated Income Payment received in the year.

Each Subscriber further understands that if the person receiving the Accumulated Income Payment:

- (a) is an original Subscriber, or
- (b) has acquired the rights of a Subscriber pursuant to a decree or order of a competent tribunal, or under a written agreement, relating to a division of property between the individual and a Subscriber under the Plan for the settlement of rights as a result of marriage or common-law partnership breakdown,

all or part of such payment may be rolled over without the payment of tax to a registered retirement savings plan ("RRSP") of a Subscriber or a spousal or common-law partner's RRSP of a Subscriber, as permitted by the Applicable Legislation subject to the Subscriber's available RRSP contribution room and the limits set out in section 204.94 of the *Income Tax Act* (Canada).

11. Beneficiaries:

- (a) Each of the Beneficiaries must be related to a living Subscriber or have been related to a deceased original Subscriber by blood relationship or adoption as defined in the Applicable Legislation and be under the age of twenty-one (21) at the time they are designated as a Beneficiary or, immediately before his or her designation, the Beneficiary was a beneficiary under a registered education savings plan that allowed more than one beneficiary at any one time. A Subscriber may designate and revoke the designation of a Beneficiary and designate another person as a Beneficiary by written notice (jointly in the case of two Subscribers) in a form acceptable to the Promoter and upon death of a Subscriber any other person (including the estate of the deceased individual) who acquires the individual's rights as a subscriber or who makes contributions into the plan and becomes the subscriber shall have the right to so remove or designate the beneficiary. If more than one such instrument is delivered to the Promoter the one bearing the latest execution date will govern.

- (b) The Promoter shall, within 90 days after an individual becomes a Beneficiary under the Plan, notify the individual (or, where the individual is under 19 years of age at that time and either ordinarily resides with a parent of the individual or is maintained by a public primary caregiver of the individual, that parent or public primary caregiver) in writing of the existence of the Plan, and the name and address of each Subscriber of the Plan.

12. Subscriber's Account and Statements:

The Promoter shall maintain in accordance with the Applicable Legislation segregated trust account(s) registered in the name of the Trustee in trust for the Subscriber(s) (the "Accounts") which will record and reflect (i) Contributions to, and withdrawals from, the Plan, the Beneficiary on whose behalf these payments were made and the date the Promoter received the Contributions, as well as whether such payments attracted payment or repayment of Grants; (ii) the particulars of any investment transactions made and any investments held by the Plan; (iii) the value of the Plan Assets; (iv) fees, costs and charges paid from the Plan Assets; (v) all the Grants paid into and out of the Plan, as well as the portion of Educational Assistance Payments paid to or on behalf of a Beneficiary that is attributable to Grants paid into the Plan; (vi) all transfers received into and/or paid out of the Plan; (vii) all investment income, gains and losses earned or incurred by the Plan and all Accumulated Income Payments made to each Subscriber; (viii) all the amounts paid to or on behalf of a Beneficiary as an Educational Assistance Payment, the date of payment and the recipient; (ix) all amounts paid to, or in trust in favour of, Designated Educational Institutions, or any other amounts paid to each Subscriber or at the Subscriber's direction pursuant to subsections 8(a)(iv) and (v), the date of payment and the recipient; and (x) any other information the Promoter or the Trustee may decide or may be required to keep by the Applicable Legislation and the agreements between the Promoter and the Trustee, respectively, and the Minister, from time to time. The Promoter will mail to each Subscriber a transaction statement indicating any transaction made during the previous month and, at least annually, will provide a statement of the Accounts which shall provide the information set out above as at the date of the statement. This and any other information related to the Plan will be provided to, and be open to inspection or audits by, the Minister of National Revenue and the Minister from time to time, as required by the Applicable Legislation and the agreements between the Promoter or the Trustee, respectively, and the Minister, from time to time.

13. Appointment of Trustee:

The Promoter shall ensure that a corporation resident in Canada which is licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its servus trustee, pursuant to paragraph 146.1(2)(a) of the *Income Tax Act* (Canada), is appointed as Trustee of the Plan pursuant to Applicable Legislation to act as trustee of the Plan Assets and irrevocably hold the

Plan Assets for the purposes set forth in subsection 2(b). The Promoter shall be ultimately responsible for the Plan and the payment of the Educational Assistance Payments.

14. Delegation:

The Trustee shall irrevocably hold the Plan Assets and the ultimate responsibility for the Plan Assets shall rest with the Trustee. Without in any way detracting from the ultimate responsibility of the Trustee for the Plan Assets, the Trustee may, and each Subscriber expressly authorizes the Trustee to, delegate to the Promoter, its successors and assigns as the sole agent of the Trustee certain powers, authorities and duties in respect of the Plan Assets as the Promoter and the Trustee may determine from time to time. To the extent that the Trustee has delegated the performance of all or a portion of the activities of the trust regarding the Plan Assets to the Promoter, such delegation shall be deemed to be in the best interests of the trust, the Subscriber(s) and the Beneficiary(ies). The Trustee shall notify the Minister of the appointment of an agent in accordance with the terms of the Grant agreement between the Trustee and the Minister.

15. Replacement of Trustee:

The Trustee may resign at any time as trustee upon ninety (90) days' prior written notice to the Promoter, or such other period of notice as the Promoter may accept or the Applicable Legislation may dictate. The Promoter may request the resignation of the Trustee by providing sixty (60) days' prior written notice to the Trustee, or such other period of notice as the Trustee may accept or the Applicable Legislation may dictate.

Upon issuing or receiving notice of removal or resignation of the Trustee, respectively, the Promoter shall within the notice period referred to herein appoint by instrument in writing a successor trustee (the "Successor Trustee") that is a corporation resident in Canada which is licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its services as a trustee, pursuant to paragraph 146.12(a) of the *Income Tax Act* (Canada).

In the event that the Promoter fails to appoint a Successor Trustee within the applicable notice period, the Trustee may appoint a Successor Trustee that is a corporation resident in Canada which is licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its services trustee, pursuant to paragraph 146.12(a) of the *Income Tax Act* (Canada).

The party appointing the Successor Trustee undertakes to require the Successor Trustee to enter into a Grant agreement with the Minister upon its appointment as Successor Trustee, or within a reasonable time thereafter.

The Trustee will notify the Canada Revenue Agency and the Minister prior to its resignation or removal and prior to the appointment of a Successor Trustee in accordance with the terms of the Grant agreement between the Trustee and the Minister. The Promoter will notify the Minister prior to effecting the Trustee's removal hereunder in accordance with the terms of the Grant agreement between the Promoter and the Minister.

Effective upon the resignation or removal of the Trustee in accordance with the foregoing terms, and subject to the Trustee's receipt of all fees and expenses then owing to the Trustee and the Trustee's receipt of such acknowledgments, assurance receipts as may be reasonable for the Trustee to request with respect to the transfer of the Plan Assets to the Successor Trustee, the Trustee shall execute and deliver to the Successor Trustee all conveyances, transfers and further assurances may be reasonable to give effect to the appointment of the Successor Trustee, and the Successor Trustee will thereupon agree to be bound by the terms hereof (in which case all referenc herein to "the Trustee" will include the Successor Trustee). However, the Trustee will not transfer any Grants in the Plan to the Successor Trustee until such time as Successor Trustee has entered into a Grant agreement with the Minister, and the Trustee has been reimbursed for any costs arising from the retention by the Trustee of the Grants in the Plan.

Notice of the replacement of the Trustee hereunder will be given by the Promoter to each Subscriber.

In the event that a trust governed by the Plan is terminated and a new trust is established, the Plan Assets shall be used for one or more of the purposes set out in subsection 2(b).

Notwithstanding any other provision of this Agreement, any trust company resulting from the merger, amalgamation or continuation of the Trustee or succeeding to substantially all of the trusteeship business of the Trustee (whether by sale of such business or otherwise) shall thereupon automatically become the Successor Trustee hereunder without further act or formality.

16. Fees and Expenses:

- The Trustee and the Promoter shall be entitled to reasonable fees and other charges in such amounts as may be fixed by the Trustee and/or Promoter, as applicable, from time to time, provided that the Promoter shall give at least sixty (60) days prior notice to each Subscriber of a change in the amount of such fees and charges. In addition, the Promoter shall be entitled to earn normal brokerage commissions on investment and reinvestment transactions processed by the Promoter.
- In addition to the foregoing, the Promoter and the Trustee shall also be entitled to reasonable fees for any exceptional services which either is required to perform hereunder, commensurate with the time and responsibility involved.
- All fees of the Promoter and the Trustee shall be either charged to the Accounts or if a Subscriber has so instructed the Promoter in writing, billed to the Subscriber directly. All out-of-pocket expenses reasonably incurred by the Promoter and the Trustee in the administration of the Plan and the Plan Assets (such as certificate fees, postage, delivery charges, faxes, etc.) and other disbursements and expenses (including all taxes and Grant refunds) shall be charged to the Accounts.
- Fees related to the Plan (such as investment counsel fees charged by the Trustee directly to a Subscriber) are not deductible to the Subscriber(s). Fees related to the Plan Assets, such as broker commissions and mutual fund service charges are considered expenses of the Plan, and as such reduce the Plan Assets available under the Plan for Refund of Contributions, Educational Assistance Payments, Accumulated Income Payments and payments to, or to a trust in favour of, a designated educational institution in Canada referred to in subparagraph 118.6(1)(a) of the *Income Tax Act* (Canada).
- Notwithstanding anything contained herein, the Promoter, upon receiving the agreement of the Trustee, is empowered to realize or cause to be realized from time to time, sufficient investments to permit it to pay any amounts which a Subscriber or the Plan is required to pay (including pursuant to the Plan or court order), or which is levied or assessed pursuant to Applicable Legislation, or for payment of the fees and administration expenses of the Promoter and the Trustee. Any such sale shall be made at such price or prices the Promoter may, in its sole discretion, determine and the Promoter shall not be responsible for any loss occasioned thereby.

17. Liability of the Promoter and the Trustee:

Unless caused by or resulting from the dishonesty, bad faith, willful misconduct, gross negligence or reckless disregard on the part of the Promoter or the Trustee, the Promoter and the Trustee, and their respective employees, officers and directors shall have no liability hereunder in respect of (i) any taxes, interest or penalties which may be imposed under the Applicable Legislation in respect of the Plan; (ii) the receipt and time of receipt of any Grants; (iii) any refunds of Grants which may be required by the Applicable Legislation; (iv) any costs which the Promoter or the Trustee incur in the performance of their duties hereunder or under the Applicable Legislation; or (v) any loss or damages or tax liability suffered or incurred by the Plan, by a Subscriber or by any Beneficiary under the Plan as a result of a breach of the Grant agreement between the Promoter or the Trustee, respectively, and the Minister or the Applicable Legislation or payments or distributions out of the Plan made in accordance with these terms and conditions. In this regard, the Promoter and the Trustee may reimburse themselves for, or may pay, any such Grant refunds, taxes, or costs out of the capital or the income, or partly out of the capital and partly out of the income, of the Plan as the Promoter or the Trustee in their absolute discretion deem expedient. The Subscriber will at all times indemnify the Promoter and the Trustee and save them harmless in respect of any Grant refunds, taxes interest or penalties which may be imposed in respect of the Plan or costs incurred by the Promoter or the Trustee in respect of the Plan or any losses incurred by the Plan (other than losses for which the Promoter or the Trustee are liable in accordance herewith) as a result of a breach of the Grant agreement between the Promoter or the Trustee, respectively, and the Minister or the Applicable Legislation or payments or distributions out of the Plan made in accordance with these terms and conditions.

Each Subscriber acknowledges and agrees that all investments of the Plan Assets are held at the risk of the Subscriber(s), and that the Promoter and the Trustee shall not be responsible for any damages, loss or decrease in the value thereof.

The Promoter may rely upon any statement or writing received from a Subscriber believed by the Promoter to be genuine and shall be under no duty to make any investigation or enquiry with respect thereto.

The foregoing indemnification of the Promoter and the Trustee and the limitations of liability of the Promoter and the Trustee shall survive the termination of the Plan.

18. Amendment of the Plan:

Upon at least sixty (60) days written notice to each Subscriber, with the written consent of the Trustee and in accordance with Applicable Legislation, the Promoter may from time to time amend the Plan with the concurrence of relevant taxation and other regulatory authorities having jurisdiction over the Plan, provided that such amendment does not have the effect of disqualifying the Plan for acceptance as a registered education savings plan within the meaning of Applicable Legislation or disqualifying the Beneficiaries as recipients of Grants according to the Applicable Legislation. However, if the Plan must be amended to ensure the Plan continues to comply with the Applicable Legislation as amended from time to time, the Promoter is not required to give the Subscriber(s) prior notice of such amendments to the Plan and such amendments will be effective immediately after they have been made.

19. Assignment by the Promoter:

The Promoter may assign its rights and obligations hereunder to any other entity resident in Canada to carry out the duties and obligations of the Promoter under the Plan provided that the assignee agrees to enter and enters into a Grant agreement with the Minister (in which case all referenc herein to "the Promoter" will include the assignee), and, prior to effecting the assignment, the Promoter notifies the Minister in accordance with the terms of the Grant agreement between the Promoter and the Minister and the Promoter advises the Canada Revenue Agency of the assignment of the Promoter's rights and obligations to another entity. Notice of this assignment will be given by the Promoter to each Subscriber. However, the Promoter shall remain ultimately responsible for the administration of the Plan and paying, or causing to be paid, the Education Assistance Payments. The Promoter shall continue to perform such administrative services in respect of the Plan as are required hereunder and as it determines necessary from time to time.

20. Successors:

Subject to any provision herein to the contrary, the Plan shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, administrators, and personal representatives. For greater certainty and subject to the provisions of the Applicable Legislation, the entity resulting from an amalgamation, merger or reorganization of the Promoter shall become the Promoter hereunder.

Notwithstanding the aforementioned, prior to the effective date of any amalgamation, merger or reorganization, as the case may be, the Promoter shall notify the Canada Customs and Revenue Agency and make any amendments to the Plan that may be required by the Canada Revenue Agency as a result of the amalgamation, merger or reorganization of the Promoter.

21. Notices:

Any notice, statement or receipt given by the Promoter or the Trustee to a Subscriber or a Beneficiary shall be considered sufficient if delivered personally or mailed postage prepaid and addressed to the Subscriber or the Beneficiary at the address shown on the Application or to such other address as the Subscriber or the Beneficiary may designate in writing to the Promoter from time to time for such purpose, and shall be deemed to have been received at the time of personal delivery to the Subscriber or Beneficiary, as the case may be, or three (3) business days after mailing. Any notice given by a Subscriber to the Promoter or the Trustee shall be considered sufficient if delivered personally or mailed postage prepaid to the Promoter, or the Trustee, respectively at its office in Montreal, and shall be deemed to have been received by the Promoter or the Trustee, respectively when actually received by it.

In addition to other notices required hereunder, the Promoter shall notify each Subscriber forthwith upon receipt by the Promoter of any assignment or notice of involuntary assignment, seizure, garnishment or any process of law or execution or notice in respect of any of the Plan Assets.

22. Termination Date:

The Subscriber(s) shall designate in the Application the termination date of the Plan (the "Termination Date"), which shall not be later than the last day of the twenty-fifth (25th) year following the year in which the Plan is entered into. The Plan may be terminated at such earlier date as agreed upon in writing by the Subscriber(s) and the Promoter and, shall terminate on an earlier date as prescribed by the Applicable Legislation from time to time. The Promoter shall provide each Subscriber with notice of the Termination Date not less than three (3) months prior to the Termination Date, except when the Termination Date of the Plan has been changed by the Subscriber(s) to a date that is less than six (6) months from the time the designation notice is received by the Promoter.

At the Termination Date, subject to Applicable Legislation and the terms of any direction from the Subscriber (jointly, in the case of two Subscribers) given to the Promoter prior to the Termination Date pursuant to section 8 hereof, the Promoter shall pay to, or to a trust in favour of, the educational institution designated by the Subscriber(s) an amount equal to the Plan Assets less any Contributions remaining in the Plan, less any unpaid taxes, penalties or other charges imposed under Applicable Legislation, less any Grants and less any unpaid fees, charges and/or expenses of the Trustee or Promoter hereunder (the "Designated Educational Institution Payment Amount"). The Promoter shall liquidate any Contributions remaining in the Plan and place the proceeds on deposit with the Trustee in the name of the Subscriber (or, where the Plan has two Subscribers, in the name of both Subscribers jointly) and the Trustee shall allow interest on such amount on such terms and conditions as it may reasonably determine from time to time, until it receives such direction. The Trustee shall be entitled to collect fees for the administration of the deposit account directly from the account. If no educational institution was designated by the Subscriber(s), the Trustee, in its sole discretion, shall designate the educational institution and the Promoter shall pay the Designated Educational Institution Payment Amount to, or to a trust in favour of, such designated educational institution.

23. Valuation:

The Promoter will determine the value of the Plan Assets from time to time in accordance with applicable industry practice and such valuation shall be conclusive for all purposes hereof.

24. Grant Agreement:

The Promoter and the Trustee may, and each Subscriber expressly authorizes the Promoter and the Trustee, respectively, to enter into, amend, extend and terminate a Grant agreement between the Promoter and the Trustee, respectively, and the Minister in order to provide each Subscriber with access to the Grant program pursuant to the Applicable Legislation.

25. Information Slips:

The Promoter will provide each Subscriber, each Beneficiary and other applicable persons with such information regarding amounts paid to or from the Plan and other transactions of the Plan as is required to be provided under the Applicable Legislation to enable such persons to complete their respective income tax returns. The Promoter will also file with the Minister of National Revenue any returns required by the Applicable Legislation such as an information return regarding the investments of the Plan.

26. Proof of Information:

Each Subscriber certifies that the information provided to the Promoter in respect of the Plan is correct and undertakes to provide the Promoter with further proof of any information relating to the Plan as may be required.

27. Governing Law:

The Plan shall be governed, construed and administered in accordance with the laws of the Province of Ontario and of the federal laws of Canada applicable therein. If a conflict arises between the provisions of the *Ontario Income Tax Act* and those of the *Income Tax Act* (Canada), the provisions of the *Income Tax Act* (Canada) shall govern.

28. Access To File (for users in Quebec only):

The Subscriber(s) understands that the information contained in the Application shall be maintained in a file at the Promoter's place of business. The object of this file is to enable the Trustee, the Promoter and their respective agents or representatives to access the Application, answer any questions a Subscriber or Beneficiary may have regarding the Application and the file in general, manage the account and follow any instructions received by a Subscriber on an ongoing basis.

Subject to Applicable Legislation, the personal information contained in this file may be used by the Trustee or the Promoter to make any decision relevant to the object of the file and only the Trustee's or Promoter's employees, agents, representatives and any other persons required for the execution of the Trustee's or Promoter's duties and obligations or any other persons expressly authorized in writing by the Subscriber(s) may have access to the file.

Furthermore, each Subscriber understands that his/her file will be kept at the Promoter's place of business and that the Subscriber(s) and Beneficiary(ies) are entitled to consult their file at the same address and, when applicable, to have it corrected. The Subscriber or Beneficiary must, in order to exercise these rights, send a written notice to the Trustee at: 1100 University Street, 9th Floor, Montreal, Quebec H3B 2G7.