



Mackenzie Multi-Plan

Application

- Investment Account
- Retirement Savings Plan
- Retirement Income Fund
- Locked-in RSP/Locked-in Retirement Account
- Life Income Fund
- Locked-in Retirement Income Fund
- Restricted Locked-in Savings Plan
- Restricted Life Income Fund

MULTI-PLAN APPLICATION

1. PLAN INFORMATION


 New Account

Account Number

 Existing Account

Account Number

TYPE OF ACCOUNT – PLEASE CHECK

- Non Registered (Investment Account)
 Retirement Savings Plan (RSP)
 Spousal RSP
 Retirement Income Fund (RIF)  Spousal RIF
 Qualifying RIF
 Non Qualifying RIF
Indicate which of the following apply
 *Locked-in RSP (LRSP)
 *Locked-in Retirement Account (LIRA)
 *Life Income Fund (LIF)
 *Prescribed RIF (PRIF)
 *Locked-in Retirement Income Fund (LRIF)
 *Restricted Locked-in Savings Plan (RLSP)
 *Restricted Life Income Fund (RLIF)

*LOCKED-IN PLAN – PLEASE COMPLETE

- A** Indicate the governing pension legislation _____
 B Spouse Information – Please select one:
 I am **not** married or living common law
 I am married or living common law
 Spouse's name _____
 C Was the amount being transferred, determined on a basis that differentiated based on your gender?
 Yes
 No
 D Does the amount being transferred originate from your pension plan?
 Yes
 If No, is the amount being transferred a result of:
 Death of Spouse
 Marriage breakdown
 Other _____
 E My plan is a new Ontario LIF
 I wish to withdraw/transfer to a RSP or RIF up to 50% of the assets transferred into my plan. I attach the required documents to authorize this withdrawal/transfer.
 I do not wish to withdraw/transfer to a RSP or RIF up to 50% of the assets transferred into my plan.
 F My plan is a RLIF and I have reached age 55 or above at the date of this application
 I wish to transfer to a RSP or RIF up to 50% of the assets transferred into my plan. I attach the required documents to authorize this transfer.
 I do not wish to transfer to a RSP or RIF up to 50% of the assets transferred into my plan.

Please attach a spousal consent/waiver form if your plan is a LIF, PRIF or RLIF governed by Alberta, British Columbia, Manitoba or Saskatchewan pension legislation.

2. PLANHOLDER INFORMATION *Please print*

| | | | |
|--|---|--|---|
| 1= Mr. 2= Mrs. 3= Miss 4= Ms. 5= Dr. | <input type="checkbox"/> Last Name <hr/> <input type="checkbox"/> First Name & Initials <hr/> Address _____ <hr/> Address _____ <hr/> City _____ <hr/> | Home Telephone _____ <hr/> Business Telephone _____ <hr/> E-mail Address _____ <hr/> Postal Code _____ <hr/> Province _____ <hr/> | (The Mackenzie Investments Tax Residency Confirmation (Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS) Form, completed by authorized agent for your Dealer, must accompany this application for non-registered accounts.) <hr/> Language preference: <input type="checkbox"/> English <input type="checkbox"/> French <hr/> Social Insurance Number _____ <hr/> Birth Date (DD MMM YYYY) _____ <hr/> |
|--|---|--|---|

APPLICABLE TO SPOUSAL REGISTERED PLANS

Contributing Spouse Last Name and First Name

 Address Same or

 Social Insurance Number _____

JOINT PLANHOLDER INFORMATION (The Mackenzie Investments Tax Residency Confirmation Form, completed by authorized agent for your Dealer, must accompany this application for non-registered accounts.)

 Joint Tenants – Rights of Survivorship* (Not applicable to Quebec residents)
 Tenants in Common

 *Joint Accounts

 All Joint Tenants to sign (default)
 Any Joint Tenants to sign

| | | | |
|--|---|--|--|
| 1= Mr. 2= Mrs. 3= Miss 4= Ms. 5= Dr. | <input type="checkbox"/> Last Name <hr/> <input type="checkbox"/> First Name & Initials <hr/> Address _____ <hr/> Address _____ <hr/> City _____ <hr/> | Home Telephone _____ <hr/> Business Telephone _____ <hr/> E-mail Address _____ <hr/> Postal Code _____ <hr/> Province _____ <hr/> | Social Insurance Number _____ <hr/> Birth Date (DD MMM YYYY) _____ <hr/> |
|--|---|--|--|

OTHER PLANHOLDER INFORMATION IF APPLICABLE

 Formal Trust**
 Corporation**
 Sole Proprietorship***
 Other** _____

**Include constituting documents AND CRA Form RC519.
 ***For Sole Proprietorship provide constituting documents

 In Trust for

In Trust for Last Name and First Name

 Address _____

 In Trust For
 Social Insurance Number _____

 Birth Date (DD MMM YYYY) _____

3. DEALER/ADVISOR INFORMATION

Dealer Number _____ Dealer Name _____
 Advisor Number _____ Advisor Name _____
 Dealer Account Number _____ Dealer Authorization/Advisor Signature _____ Date (DD MMM YYYY) _____

4. FUND SELECTION *Please complete*

Please process my deposit or transfer(s) from my existing plan(s), and make the investments in the funds that I have selected below.

Deposit T2033 T2151 Transfer(s) from existing Mackenzie account(s) Fund Name _____ Account Number _____

| FUND NUMBER | FUND NAME | AMOUNT (\$) | SALES CHARGE (FRONT END LOAD) % | PRE-AUTHORIZED CHEQUING PLAN (\$) | SYSTEMATIC WITHDRAWAL PLAN, RIF LIF & LRIF (SECURITIES OR \$) | *DISTRIBUTIONS (will be reinvested unless you elect otherwise) | WIRE ORDER NUMBER |
|---------------|-----------|-------------|---------------------------------|-----------------------------------|---|--|-------------------|
| | | | | | | <input type="checkbox"/> cash | |
| | | | | | | <input type="checkbox"/> cash | |
| | | | | | | <input type="checkbox"/> cash | |
| | | | | | | <input type="checkbox"/> cash | |
| | | | | | | <input type="checkbox"/> cash | |
| TOTALS | | \$ _____ | | \$ _____ | \$ _____ | | |

➔ Complete Section 5 & 7 ➔ Complete Section 6 & 7 ➔ If cash selected, complete Section 7

*Distributions will be reinvested in the series on which they are paid, unless you are eligible to elect to receive distributions in cash and you make that election in this table. Please refer to the simplified prospectus for eligibility requirements. If you hold securities of a Fixed Rate Distribution Series (as defined in the simplified prospectus), and you are eligible to elect to receive distributions in cash and you have made that election in this table, you will receive the regular monthly distributions in cash, but any other distributions paid on these securities will be reinvested in that series.

Check this box if you wish to receive confirmations of systematic transactions or distributions. Systematic transactions and distributions are reported on your semi-annual statement.

5. PAC AUTHORIZATION *(Applicable ONLY to Investment Accounts and RSPs. Please read form carefully before signing in Section 7)*

TO: _____ AND TO: Mackenzie Financial Corporation (Void specimen cheque attached)
 Undersigned's bank _____
 Process my PAC purchase: Weekly Monthly Quarterly Annually Bi-Weekly¹ Semi-Monthly² Bi-Monthly³ Semi-Annually⁴ My first purchase is to commence _____ Date (DD MMM YYYY) _____
 Protect my PAC deposits against inflation by an annual increment of _____ %

I/We hereby authorize and request Mackenzie Financial Corporation to draw on my/our account at the Bank named below in Section 7, whether the account continues to be maintained at the named branch or is transferred to another branch of the Bank. I/We acknowledge that I/We have read and agree to be bound by the Pre-Authorized Chequing (Pre-Authorized Debit) Terms and Conditions attached to this application.

6. SYSTEMATIC WITHDRAWAL PLAN *(Investment Accounts, RIFs, LIFs, RLIFs, PRIFs, LRIFs) Payment Instructions (Not available for Mackenzie RSPs, LIRAs, RLSPs and LRSPs)*

I understand that
A (i) For RIFs, LIFs, RLIFs, PRIFs and LRIFs my annual payment may not be less than the minimum amount, and for LIF, RLIF and LRIFs my annual payment may not exceed the maximum amount permitted by law. I select:
 Minimum amount Maximum amount Minimum calculation is to be based on: My age Spouse's Date of Birth (DD MMM YYYY)
 \$ _____ or _____ %* The age of my spouse (Subject to applicable pension legislation) _____
(ii) Special withholding tax (must be at least the prescribed rate) _____
B For Quebec LIFs, *please check if applicable:* I am less than 65 years old and I would like to receive information about any additional entitlement to receive payments from my LIF.
C Please process my RIF, LIF, RLIF, PRIF, LRIF payment or the systematic withdrawal amount I selected in section 4.
 Bi-Weekly Bi-Monthly Quarterly Annually Semi-Monthly Monthly Semi-Annually My payment to commence _____ Date (DD MMM YYYY) _____

For a Systematic Withdrawal on an Investment Account I may instruct you in writing to: (a) change the frequency of the options permitted, (b) change the amount of payment, or (c) redeem sufficient securities to provide me with additional payment in whatever amount I may specify. I understand that regular withdrawals in excess of distributions and net capital appreciation will eventually exhaust my original capital.

*Percentage payouts will be the full percentage amount indicated and will be based on the previous year end market value, or account opening value if within the current year. Payments starting in the current year will be the full percentage requested divided across the remaining number of payments for the year. Subsequent years will be based on the previous year end market value split evenly across the scheduled payments based on the frequency chosen.

7. BANKING SECTION *(Please complete for Distributions, Pre-Authorized Chequing Plans and Systematic Withdrawal Plans)*

ATTACH PRE-PRINTED VOID CHEQUE (Alternatively withdrawals may be paid via cheque)

Bank Account Holder Name _____ Joint Bank Account Holder Name _____
 X _____ X _____
 Bank Account Holder Signature (required for pre-authorized chequing) _____ Joint Bank Account Holder Signature _____

OR Please send my payments to: _____ Address _____
 Mail to me Mail to alternate address ➔ _____

8. SYSTEMATIC TRANSFER/EXCHANGE PROGRAM INSTRUCTIONS

- A Transfer my RIF, LIF, RLIF, PRIF, LRIF or the systematic withdrawal amount(s) I selected in Sections 4 and 6 to the fund(s) specified below:
- B Transfer my free annual redemption amount from each fund to the front-end load of the same fund(s) or to the fund(s) specified below*:
- C Exchange my reinvested distributions to the fund(s) specified below: _____

➔ To commence (DD MMM YYYY) _____

Frequency:

- Weekly Monthly Quarterly Annually
 Bi-weekly¹ Semi-monthly² Bi-monthly³ Semi-annually⁴
¹Once every 14 days ²15th & end of month ³Every other month ⁴Every six months

| | | | | | |
|-------------|----------------------|-------------------|-----------|----------------------|--------------------|
| FROM | Fund Name _____ | Fund Number _____ | TO | Fund Name _____ | Fund Number _____ |
| | Account Number _____ | | | Account Number _____ | Exchange Fee _____ |
| | | | | | _____ % |

*I understand that my dealer will be paid a higher trail commission after the transfer: generally 0.5% on fixed income funds and 1% on all others. More information is contained in the funds' simplified prospectuses.

9. BENEFICIARY DESIGNATION (Applicable only to Mackenzie Registered Plans. Not applicable to Quebec residents)

A In the event of my death I designate my spouse as my beneficiary and the person entitled to receive my interest in my Mackenzie Registered Plan, and I select the following payment method for my spouse.

- Transfer to Surviving Spouse Lump Sum Payment Successor Annuitant (Continued Periodic Payments to the surviving spouse – not available for RSPs, RLSPs, LRSPs and LIRAs)

Spouse's Name _____ Spouse's Social Insurance Number _____

B In the event that I have not designated a spouse and my spouse is not entitled to the benefits under my Plan*, I hereby designate the following person as my designated beneficiary and the person entitled to receive my interest in this Mackenzie Registered Plan if living at my death. I reserve the right to revoke this designation.

Name _____ Relationship _____ %
 Name _____ Relationship _____ %
 Name _____ Relationship _____ %

In the absence of a designated beneficiary, the proceeds of your Plan(s) will be paid to your Estate. The designation of a beneficiary is subject to the laws of each jurisdiction.
 *Your spouse may automatically be entitled to benefits under your LRSP, LIRA, RLSP, RLIF, LIF, PRIF or LRIF.

10. PLANHOLDER SIGNATURE *Please read carefully before signing*

To: Mackenzie Financial Corporation

I have engaged the dealer as my agent. I understand that if I choose the sales charge purchase option (front end load), I agree to pay a commission which is deducted from my original purchase amount. In addition, I authorize the payment of the trailing sales commissions described in the simplified prospectus be paid to the dealer on my behalf. If I am transferring a registered plan from another financial institution to Mackenzie, and Mackenzie receives payment for my securities but the rest of my application is not complete, I authorize Mackenzie to invest my money in Mackenzie Canadian Money Market Fund so that I will earn interest until my order is complete.

I understand that as agent for the funds, Mackenzie reserves the right to accept or reject any purchase order within one day following the receipt of the order. I acknowledge receipt of the current prospectus of the fund(s) ordered. I authorize the use of my social insurance number for tax reporting, identification and record keeping purposes.

To: B2B Trustco (199 Bay Street, Suite 600, PO Box 279 STN Commerce Court, Toronto, Ontario M5L 0A2)

Where my application is for a RSP, LRSP, LIRA, RIF, LIF, RLIF, PRIF, LRIF or RLSP, please apply for registration of my plan(s) under the *Income Tax Act* (Canada). I have received, read and agree to the terms of the Mackenzie Registered Plans attached and to all amendments that I may receive to these terms in the future. I acknowledge that if funds are being transferred to a LRSP, LIRA, LIF, RLIF, PRIF, LRIF or RLSP, they will be locked-in and subject to the provisions of applicable pension legislation, details of which are being provided to me and which form part of this application.

I agree to provide, on request, proof of age for myself and if applicable my spouse and such further information as may be required in connection with the registration and administration of my plan(s). I understand that benefits paid out under the plans may constitute taxable income under the terms of the *Income Tax Act* (Canada) and/or similar provincial legislation.

Privacy Protection

By signing this application form, I acknowledge reading the Privacy Protection Notice on the reverse side of this application form and I consent to my personal information being collected, held, used and disclosed by Mackenzie in the ways and for the purposes identified in the Privacy Protection Notice. If I have provided information concerning my spouse and/or my beneficiary, I confirm that I am authorized to provide such information.

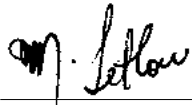
I have requested that this application form and all relating documents be in English.
 J'ai demandé que ce formulaire d'adhésion ainsi que tous les documents connexes soient rédigés en anglais.

| REGISTERED PLAN | |
|---------------------------------------|--------------------------|
| Planholder Signature _____ | Date (DD MMM YYYY) _____ |
| X | |
| Signature of Planholder Spouse* _____ | Date (DD MMM YYYY) _____ |
| X | |

| NON-REGISTERED PLAN (INVESTMENT ACCOUNT) | |
|---|--------------------------|
| Investments Accountholder's Signature _____ | Date (DD MMM YYYY) _____ |
| X | |
| Signature of Joint Investment Accountholder _____ | Date (DD MMM YYYY) _____ |
| X | |

*Mandatory for LIF or LRIF governed by Ontario, Newfoundland and Labrador and Nova Scotia for locked-in plans.

B2B Trustco



Authorized Signature of Acceptance

DECLARATIONS OF TRUST

MACKENZIE RETIREMENT SAVINGS PLAN

DECLARATION OF TRUST

We, B2B Trustco, are a trust company continued under the laws of Canada with our head office located at 199 Bay Street, Suite 600, PO Box 279 STN Commerce Court, Toronto, Ontario M5L 0A2. You are the planholder named in the Multi-Plan Application ("your Application"). If you have selected an RSP, LRSP, LIRA or RLSP as a type of account on your Application, we will act as the trustee of a **Mackenzie Retirement Savings Plan** ("your Plan") for you, the annuitant of your Plan, on the following terms and conditions.

- 1. Acceptance and Registration:** If we agree to act as trustee of your Plan, we will apply to register your Plan under the *Income Tax Act* (Canada) (the "Tax Act") as a registered retirement savings plan ("RRSP"). You will be bound by the terms and conditions imposed on your Plan by all applicable legislation. If we decline to act as trustee, you or a Dealer (as defined below) will be notified and any amounts received by us as contributions will be returned.
- 2. Purpose:** We will hold contributions accepted by us for your Plan, investments made with those amounts and any income and capital gains realized in respect of those investments in trust for the purpose of providing you with a retirement income in accordance with the Tax Act.
- 3. Dealer:** In this declaration, a "Dealer" refers to an individual or entity acting (or representing that it acts) in connection with your Plan as your investment advisor, broker or dealer, or on behalf of your investment advisor, broker or dealer. You acknowledge that a Dealer is your agent and when acting (or representing that it acts) as a Dealer is not our agent or the agent of any of our affiliates. We are entitled to accept and act on any notice, authorization or other communication that we believe in good faith to be given by you or a Dealer on your behalf. We are under no obligation to verify that a Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.
- 4. Your Responsibility:** You are responsible for:
 - (a) selecting investments for your Plan and assessing the merits of those investments, obtaining appropriate advice in respect of these matters or authorizing a Dealer to do these things on your behalf;
 - (b) ensuring that contributions to your Plan do not exceed the maximum contribution limits permitted by the Tax Act;
 - (c) providing us with information relevant to whether an investment held is a non-qualified investment under the Tax Act;
 - (d) ensuring that the investments held in your Plan are at all times qualified investments for your Plan under the Tax Act and immediately notifying us if an investment held in your Plan is or becomes a non-qualified investment for your Plan under the Tax Act.

You acknowledge and accept responsibility for these matters and undertake to act in the best interest of your Plan. You confirm that we are not responsible for your failure to comply with any of these matters or for any related loss in the value of your Plan. You confirm that we are 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 us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act. You acknowledge that a Dealer or any other person from whom you obtain investment, tax or other advice is your agent and when acting (or representing that it acts) as a Dealer or your advisor is not our agent or the agent of any of our affiliates. You will take all necessary measures to immediately liquidate any non-qualified investment under the Tax Act, and in the alternative, hereby authorize us to liquidate, or to give instructions to any other party to liquidate, any non-qualified investments under the Tax 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.

- 5. Our Responsibility:** We are ultimately responsible for the administration of your Plan. We are not authorized to select investments for your Plan and will not assess the merits of any investment selected by you or a Dealer. We are not responsible for providing any investment, tax or other advice to you or a Dealer; nor are we responsible for any advice that you obtain from a Dealer or any other source. Except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act, if any, and notwithstanding any other provision of this declaration, we shall not be liable for any taxes, interest and penalties suffered as a result of any act done by us in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. Notwithstanding any other provision of this declaration, we shall not be liable for any loss suffered as a result of any act done by us in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. We are under no obligation to verify that any person is properly authorized to act as your Dealer, agent or legal representative or is otherwise authorized to act on your behalf.
- 6. Contributions to your Plan:** You or, where applicable, your spouse may make contributions to your Plan. If your Plan is a Group RSP as indicated in your Application, the company named in your Application for the purposes of Group RSPs may remit contributions to your Plan on behalf of you or your spouse. We will also accept contributions by way of a transfer to your Plan from any source permitted by the Tax Act from time to time. We may accept or for any reason refuse to accept all or any portion of a contribution or transfer of cash, securities or other investments to your Plan. No contribution or transfer will be accepted after December 31 of the year in which you reach the maximum age for maturity specified by the Tax Act.
- 7. Investments:** We may accept and act on any investment instructions that we believe in good faith to be given by you or a Dealer on your behalf. The assets of your Plan will be invested and reinvested from time to time according to your investment instructions or

those of a Dealer in securities of mutual funds managed by Mackenzie Financial Corporation (the "Administrator") or such other investment as we may permit from time to time. We are not authorized to select investments for your Plan and will not assess the merits of the investments selected by you or a Dealer. In selecting investments for your Plan, you will not be limited to those investments authorized by legislation governing the investment of property held in trust. However, you may be limited by policies and requirements imposed by us from time to time, such as the requirement to provide documentation and the requirement to comply with those policies and procedures currently imposed in connection with securities held in your Plan and the requirement to provide information concerning whether an investment held is a non-qualified investment under the Tax Act. Notwithstanding any other provision in this declaration, we may for any reason refuse to act on any investment instruction, in which case you or a Dealer will be notified, and we will not be liable for any resulting loss. In the absence of satisfactory investment instructions, cash received by us in connection with your Plan will be converted into the currency denomination of your Plan and invested in units of a money market fund managed by the Administrator. If it is necessary for cash or other assets held in your Plan to be converted to another currency, we, our affiliate, our agent or a person engaged by us may act as principal on our or its own behalf and not on your behalf to convert the currency at the rate established by us or it for the relevant conversion date. In addition to commissions that may be charged for this service, any revenue earned by us or other service provider based on the difference between the applicable bid/ask rates and the cost of currency will be for our account or the account of the other service provider.

- 8. Withdrawals and Refunds:** Following receipt of satisfactory instructions from you or a Dealer, we will make a payment from your Plan to: (a) you or your spouse, as applicable, to reduce taxes otherwise payable under Part X.1 of the Tax Act in respect of over-contributions to RRSPs; or under Part XI.01 of the Tax Act or (b) you. If the value of your Plan is less than \$500, we may make a payment to you from your Plan equal to the value of your Plan. We may transfer or realize any investment of your Plan selected by us for the purpose of making a payment to you or your spouse and will not be liable for any resulting loss. Payments will be made net of all proper charges including tax required to be withheld. If your Plan does not have sufficient cash to pay these charges, we will be entitled to require you to pay these charges.
- 9. Transfers from your Plan:** Following receipt of satisfactory instructions from you or a Dealer, we will transfer all or part of the assets of your Plan (less all proper charges) to the issuer or agent of the issuer of an RRSP or a registered retirement income fund ("RRIF"), as instructed. If your Plan is a Group RSP as indicated in your Application, you hereby appoint the company named in your Application for the purposes of Group RSPs, as your agent for the purpose of instructing us to transfer the assets of your Plan and signing documents necessary to effect the transfer. If we receive instructions to transfer some of the assets of your Plan, we may request instructions to transfer all the assets of your Plan and we may delay the transfer until after we receive the requested instructions. If we have not received the requested instructions within 30 days of our request or if the issuer of the recipient plan refuses to accept the transfer of any assets of your Plan, the assets that have not been transferred may, at our option, be transferred or paid to you (less taxes required to be withheld and any other proper charges). We will make an effort to provide the issuer of any recipient plan with all relevant information in our possession. We will make an effort to sell or transfer specific investments of your Plan to effect the transfer as instructed. In the absence of satisfactory instructions, we may sell or transfer any investments of your Plan selected by us to effect the transfer and will not be liable for any resulting loss. The transfer of assets will be made subject to any restrictions under the Tax Act or the terms and conditions of the investments of your Plan.
- 10. Maturity:** On or before December 31 of the year in which you reach the maximum age for maturity specified by the Tax Act, the assets of your Plan must be transferred to a RRIF or liquidated and the proceeds (less all proper charges) used to acquire an annuity that conforms with the Tax Act. If you or a Dealer do not provide us with satisfactory instructions by September 30 of that year, you will be deemed to have instructed us to transfer the assets of your Plan on or before December 31 of that year to a RRIF. We will act as your attorney to execute documents and make elections necessary to establish the RRIF. However, if the issuer of the RRIF does not accept the transfer, the assets of your Plan will be paid or transferred to you (less taxes required to be withheld and any other proper charges).
- 11. Annuity:** An annuity purchased with the assets of your Plan must conform to the requirements of the Tax Act which, among other things, requires the annuity to provide equal annual or more frequent periodic payments to you, or to you until your death and then to your spouse, until there is a payment in full or partial commutation of the annuity and where the commutation is partial, equal annual or more frequent periodic payments afterwards except for adjustments permitted by the Tax Act. Payments may not exceed a term of years equal to 90 minus either your age (in whole years) or, if your spouse is younger than you, your spouse's age (in whole years) at the time the annuity is established. Payments to your spouse in any year after your death may not be greater than payments made in a year before your death. If the annuity becomes payable to a person other than you or your spouse, the value of payments must be commuted.
- 12. Beneficiary Designation:** If you are domiciled in a jurisdiction which by law permits you to validly designate a beneficiary other than by Will, you may designate a beneficiary to receive the proceeds of your Plan in the event of your death before the maturity of your Plan. You may make, change or revoke your designation by written notice to us signed by you in a form acceptable to us. Any designation, amended designation or revoked designation will be valid on the day following its receipt by us.
- 13. Death:** Upon receipt of satisfactory evidence of your death, we will hold the assets of your Plan for payment in a lump sum to your designated beneficiary if that person

was living on the date of your death. If you have not designated a beneficiary or if your designated beneficiary predeceases you, the assets of your Plan will be paid to your legal representatives. The lump sum payment will be paid subject to the deduction of all proper charges after we receive all releases and other documents that we request.

14. **Prohibition:** Except as specifically permitted under the Tax Act, no advantage that is conditional in any way on the existence of your Plan may be extended to you or a person with whom you do not deal 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 Tax Act. Retirement income under your Plan may not be assigned in whole or in part. The assets of your Plan may not be used as security for a loan except as permitted by us. We will not make any payments from your Plan except those specifically permitted under the provisions of this declaration or the Tax Act or required by law. We reserve the right to prohibit any transaction, investment, payment or transfer, whether an advantage, an RRSP strip or a swap transaction under the Tax Act, or such other payment or transfer which is or may be prohibited or penalized under the Tax Act.
15. **Date of Birth and Social Insurance Number:** The statement of your and, if applicable, your spouse's birth date and social insurance number on your Application is deemed to be a certification of its truth and your undertaking to provide proof if requested by us.
16. **Accounting and Reporting:** We will maintain an account of your Plan reflecting, with appropriate dates: (a) contributions to your Plan; (b) the name, number and cost of investments purchased or sold by your Plan; (c) distributions received by your Plan; (d) cash; (e) withdrawals, transfers and expenses paid from your Plan; and (f) the balance of your account. We will send you a statement of your account at least once a year. Before April of each year, we will provide any applicable tax reporting required to be filed with your or your spouse's personal income tax return for the previous year.
17. **Fees and expenses:** We may charge you or your Plan fees as published by us or the Administrator from time to time. We will give you at least 30 days notice of any change in our account fees. In addition, we are entitled to charge your Plan fees for out-of-the-ordinary services requested by you or a Dealer in connection with your Plan and we are entitled to reimbursement from your Plan for all disbursements, expenses and liabilities incurred by us in connection with your Plan except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act. Without limiting the generality of the foregoing, these fees, disbursements, expenses and liabilities may include: brokerage fees and commissions, custodian fees, administration fees and redemption fees incurred in connection with investments held in your Plan; investment advisory fees paid to a Dealer; legal and accounting fees; fees in connection with financial arrangements made to facilitate the conversion of currency; and taxes, interest and penalties imposed on your Plan except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act. We are entitled to deduct the unpaid fees, disbursements, expenses and liabilities from the assets of your Plan or, except where prohibited by the Tax Act, any other account held by you with us or any of our affiliates and for this purpose we are authorized, but not obliged, to realize sufficient assets of your Plan or such other account selected by us. We will not be responsible for any resulting loss. Except where prohibited by the Tax Act and notwithstanding any other provision of this declaration, we are 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 Tax Act that are not reimbursable to us from your Plan under the Tax Act.
18. **Taxes imposed on you or your Plan:** If your Plan becomes liable for tax, interest or penalties under the Tax Act or provincial legislation, we may sell any investment of your Plan to pay the liability. We may, but are not obliged to, sell or otherwise dispose of any investment of your Plan to avoid or minimize the imposition of tax, interest or penalties on you or your Plan. Except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act, if any, we will not be liable for any tax, interest or penalty imposed on you or your Plan. We will not be liable for any loss resulting from the disposition or failure to dispose of any investment held by your Plan.
19. **Delegation of Duties:** Without detracting in any way from our responsibility, we may appoint agents (including our affiliates) and may delegate to our agents the performance of any of our duties or responsibilities under this declaration including but not limited to administrative duties such as accepting contributions to your Plan, executing investment instructions, safekeeping the assets of your Plan, account and record keeping, preparing and issuing statements and tax receipts, communicating with you, a Dealer or legal representatives and responding to your or their concerns. We may also employ or engage accountants, brokers, lawyers or others and may rely on their advice and services. We will not be liable for the acts or omissions of any of our agents, advisors or service providers and will not be liable for the acts or omissions of a Dealer or any of your other agents, advisors or service providers. We may pay to any agent, advisor, service provider or Dealer all or part of the fees received by us under the provisions of this declaration and/or a fee calculated by reference to currency converted in your Plan.
20. **Indemnity:** None of us, our officers, employees and agents will be liable for and are indemnified by you and your Plan from and against all expenses, liabilities, claims, losses and demands of any nature arising out of the holding of the assets of your Plan; the dealing with the assets of your Plan in accordance with instructions which we, our officers, employees or agents believe in good faith to be given by you or a Dealer or other agent; making financial arrangements to settle trades; and the sale, transfer or release of assets of your Plan in accordance with this declaration, unless caused by or resulting from our dishonesty, bad faith, willful misconduct or gross negligence.
21. **Amendments:** From time to time, we may amend this declaration with the approval of the Canada Revenue Agency provided that the amendment does not disqualify your Plan as an RRSP under the Tax Act or other legislation. Any amendment to ensure that your

Plan continues to comply with the Tax Act or other legislation will be effective without notice. Any other amendment will be effective not less than 30 days' after notice has been provided to you.

22. **Successor Trustee:** We may resign and be discharged from all duties and liabilities under this declaration by giving written notice to the Administrator. The Administrator is initially nominated to appoint a company as successor trustee. If the company appointed by the Administrator does not accept the office of trustee of your Plan within 30 days' of being appointed, then we may nominate you to appoint a successor trustee by providing notice to you. Upon acceptance of the office of trustee of your Plan, the successor trustee will be trustee of your Plan as if it had been the original declarant of your Plan and your Plan continues in full force and effect with the successor trustee. At the time of the appointment of the successor trustee, we will be relieved of all duties and liabilities under this declaration. If you are unable to appoint a successor trustee who accepts the office of trustee of your Plan within 60 days' of you being nominated to appoint a successor trustee, the assets of your Plan net of all proper charges will be withdrawn from your Plan and transferred to you and we will be relieved of all duties and liabilities under this declaration.
23. **Notice to you:** Any notice, request or other communication required or permitted to be given to you by us must be in writing and will be sufficiently given if it is sent by pre-paid mail, telecopier, electronic mail or other form of electronic transmission addressed to you at the address provided on your Application or subsequently provided by you or a Dealer in a notice to us. For greater certainty, we are not responsible for verifying the accuracy or currency of any address provided to us. Any notice, request or other communication will be deemed to have been given to you and received by you on the day of mailing or transmission.
24. **Notice to us:** Except as otherwise provided in this declaration, any notice, request or other communication required or permitted to be given to us by you or a Dealer must be in writing and will be sufficiently given if it is in a form satisfactory to us and is received by the Administrator by pre-paid mail, courier or telecopier addressed to us or the Administrator at the address for the Administrator last provided to you. We are permitted but not obliged to accept and act on a notice, request or other communication given to us by you or a Dealer by internet, electronic transmission or telephone. We may for any reason refuse to act on any notice, request or other communication given to us by you or a Dealer and we will not be responsible for any resulting loss. Any notice, request or other communication given to us will be deemed to have been given to us and received by us at the time of actual receipt by the Administrator.
25. **Locked in Plans:** If "locked-in" assets are transferred to your Plan in accordance with applicable pension legislation, this declaration will include the additional provisions contained in the attached "Locking-in Supplement for a LIRA or Locked-in RSP or RLSP". In the event of any inconsistency between the provisions of the supplement and the provisions of this declaration, the provisions of the supplement apply.
26. **Language:** You have requested that your Application, this declaration and all ancillary documents be provided to you in English. Vous avez exigé que votre demande, la présente déclaration et tous les documents accessoires vous soient fournis en anglais.
27. **Governing Laws:** This declaration will be governed, construed and enforced in accordance with the laws of Ontario and Canada except that the word "spouse" as used in this declaration refers to a person recognized as your spouse or common law partner for the purposes of the Tax Act.
28. **Specimen Plan:** RSP 417-002.

Revised: March 2012

MACKENZIE RETIREMENT INCOME FUND DECLARATION OF TRUST

We, B2B Trustco, are a trust company continued under the laws of Canada with our head office located at 199 Bay Street, Suite 600, PO Box 279 STN Commerce Court, Toronto, Ontario M5L 0A2. You are the planholder named in the Multi-Plan Application ("your Application"). If you have selected a RIF, LIF, RLIF, PRRIF or LRIF as a type of account on your Application, we will act as the trustee of a **Mackenzie Retirement Income Fund** ("your Plan") for you, the annuitant of your Plan, on the following terms and conditions.

1. **Acceptance and Registration:** If we agree to act as trustee of your Plan, we will apply to register your Plan under the *Income Tax Act* (Canada) (the "Tax Act") as a registered retirement income fund ("RRIF"). You will be bound by the terms and conditions imposed on your Plan by all applicable legislation. If we decline to act as trustee, you or a Dealer (as defined below) will be notified and any amounts received by us as contributions will be returned.
2. **Purpose:** We will hold transfers accepted by us for your Plan, investments made with those amounts and any income and capital gains realized in respect of those investments in trust for the purpose of providing you with a retirement income in accordance with the Tax Act.
3. **Dealer:** In this declaration, a "Dealer" refers to an individual or entity acting (or representing that it acts) in connection with your Plan as your investment advisor, broker or dealer, or on behalf of your investment advisor, broker or dealer. You acknowledge that a Dealer is your agent and when acting (or representing that it acts) as a Dealer is not our agent or the agent of any of our affiliates. We are entitled to accept and act on any notice, authorization or other communication that we believe in good faith to be given by you or a Dealer on your behalf. We are under no obligation to verify that a Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.
4. **Your Responsibility:** You are responsible for:
 - (a) selecting investments for your Plan and assessing the merits of those investments, obtaining appropriate advice in respect of these matters or authorizing a Dealer to do these things on your behalf;
 - (b) ensuring that each transfer to your Plan is permitted by the Tax Act;

- (c) providing us with information relevant to whether an investment held is a non-qualified investment under the Tax Act;
- (d) ensuring that the investments held in your Plan are at all times qualified investments for your Plan under the Tax Act and immediately notifying us if an investment held in your Plan is or becomes a non-qualified investment for your Plan under the Tax Act.

You acknowledge and accept responsibility for these matters and undertake to act in the best interest of your Plan. You confirm that we are not responsible for your failure to comply with any of these matters or for any related loss in the value of your Plan. You confirm that we are 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 us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act. You acknowledge that a Dealer or any other person from whom you obtain investment, tax or other advice is your agent and when acting (or representing that it acts) as a Dealer or your advisor is not our agent or the agent of any of our affiliates. You will take all necessary measures to immediately liquidate any non-qualified investment under the Tax Act, and in the alternative, hereby authorize us to liquidate, or to give instructions to any other party to liquidate, any non-qualified investments under the Tax 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.

- 5. **Our Responsibility:** We are ultimately responsible for the administration of your Plan. We are not authorized to select investments for your Plan and will not assess the merits of any investment selected by you or a Dealer. We are not responsible for providing any investment, tax or other advice to you or a Dealer; nor are we responsible for any advice that you obtain from a Dealer or any other source. Except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act, if any, and notwithstanding any other provision of this declaration, we shall not be liable for any taxes, interest and penalties suffered as a result of any act done by us in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. Notwithstanding any other provision of this declaration, we shall not be liable for any loss suffered as a result of any act done by us in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. We are under no obligation to verify that any person is properly authorized to act as your Dealer, agent or legal representative or is otherwise authorized to act on your behalf.
- 6. **Transfers to your Plan:** We will accept transfers to your Plan from: (a) your registered retirement savings plan ("RRSP" or RRIF; (b) you, if the amount transferred is described in subparagraph 60(l)(v) of the Tax Act; (c) your spouse's or former spouse's RRSP or RRIF in circumstances described in subparagraph 146.3(2)(f)(iv) of the Tax Act; or (d) any other source permitted by the Tax Act from time to time. We may accept or for any reason refuse to accept all or any portion of a transfer of cash, securities or other investments to your Plan.
- 7. **Investments:** We may accept and act on any investment instructions that we believe in good faith to be given by you or a Dealer on your behalf. The assets of your Plan will be invested and reinvested from time to time according to your investment instructions or those of a Dealer in securities of mutual funds managed by Mackenzie Financial Corporation (the "Administrator") or such other investment as we may permit from time to time. We are not authorized to select investments for your Plan and will not assess the merits of the investments selected by you or a Dealer. In selecting investments for your Plan, you will not be limited to those investments authorized by legislation governing the investment of property held in trust. However, you may be limited by policies and requirements imposed by us from time to time, such as the requirement to provide documentation and the requirement to comply with those policies and procedures currently imposed in connection with securities held in your Plan and the requirement to provide information concerning whether an investment held is a non-qualified investment under the Tax Act. Notwithstanding any other provision in this declaration, we may for any reason refuse to act on any investment instruction, in which case you or a Dealer will be notified, and we will not be liable for any resulting loss. In the absence of satisfactory investment instructions, cash received by us in connection with your Plan will be converted into the currency denomination of your Plan and invested in units of a money market fund managed by the Administrator. If it is necessary for cash or other assets held in your Plan to be converted to another currency, we, our affiliate, our agent or a person engaged by us may act as principal on our or its own behalf and not on your behalf to convert the currency at the rate established by us or it for the relevant conversion date. In addition to commissions that may be charged for this service, any revenue earned by us or other service provider based on the difference between the applicable bid/ask rates and the cost of currency will be for our account or the account of the other service provider.
- 8. **Retirement Income:** The assets of your Plan will be used to provide you with an income that will begin on or before December 31 of the second calendar year of your Plan. In each calendar year, the total amount of payments to you from your Plan will not be less than the minimum amount (the Minimum Amount) required to be paid under the Tax Act. The amount of any payment from your Plan will not exceed the value of the property of your Plan immediately before the time of the payment. If the value of your Plan is less than \$500, we may make a payment to you from your Plan equal to the value of your Plan. Otherwise, you may specify in writing in a form satisfactory to us, the amount and frequency of the payments to be made during any year. You may change the amount and frequency of the payments or request additional payments by instructing us in writing in a form satisfactory to us. If you do not specify the amount and frequency of payments to be made in a year or the amount that you specify is less than the Minimum Amount for a year, we will make a payment or payments as necessary to ensure that the Minimum Amount for that year is paid to you. We may transfer or realize any investment of your Plan selected by us for the purpose of making a payment to you and will not be liable for any resulting loss. Payments will be made net of all proper charges including tax required to be withheld. If your Plan does not have sufficient cash to pay these charges, we will be entitled to require you to pay these charges. We may impose any other requirements and conditions in respect of the foregoing. A payment to you will be deemed to have been made when: (a) a cheque payable to you is

mailed in a postage pre-paid envelope addressed to you at the address provided on your Application or subsequently provided by you or a Dealer in a notice to you; or (b) an amount is electronically transferred to the credit of a bank account designated by you.

- 9. **Calculation of the Minimum Amount:** The Minimum Amount will be zero in the first calendar year of your Plan and for each subsequent year will be calculated in accordance with the provisions of the Tax Act. You may elect to base the Minimum Amount on your age or your spouse's age. This election is binding and cannot be changed, revoked or amended under any circumstances.
- 10. **Transfers from your Plan:** Following receipt of satisfactory instructions from you or a Dealer, we will transfer all or part of the assets of your Plan (less all proper charges and any amount that we are required by the Tax Act to retain to ensure the payment of the Minimum Amount) to the issuer or agent of the issuer of an RRSP, RRIF or life annuity that conforms with the Tax Act, as instructed. We will not transfer the assets of your Plan to an RRSP after December 31 of the year you reach the maximum age for maturity under an RRSP specified by the Tax Act. If we receive instructions to transfer some of the assets of your Plan, we may request instructions to transfer all the assets of your Plan and we may delay the transfer until after we receive the requested instructions. If we have not received the requested instructions within 30 days of our request or if the issuer of the recipient plan refuses to accept the transfer of any assets of your Plan, the assets that have not been transferred may, at our option, be transferred or paid to you (less taxes required to be withheld and any other proper charges). We will make an effort to provide the issuer of any recipient plan with all relevant information in our possession. We will make an effort to sell or transfer specific investments of your Plan to effect the transfer as instructed. In the absence of satisfactory instructions, we may sell or transfer any investments of your Plan selected by us to effect the transfer and will not be liable for any resulting loss. The transfer of assets will be made subject to any restrictions under the Tax Act or the terms and conditions of the investments of your Plan.
- 11. **Beneficiary Designation:** If you are domiciled in a jurisdiction which by law permits you to validly designate a beneficiary other than by Will, you may designate: (a) your spouse as successor annuitant of your Plan; or (b) a beneficiary to receive the proceeds of your Plan in the event of your death. You may make, change or revoke your designation by written notice to us signed by you in a form acceptable to us. Any designation, amended designation or revoked designation will be valid on the day following its receipt by us.
- 12. **Death:** Upon receipt of satisfactory evidence of your death, we will continue payments to your spouse provided he or she is the successor annuitant of your Plan. If your spouse becomes the successor annuitant of your Plan, he or she will be deemed to be the annuitant of your Plan with the same rights as if he or she had been the original annuitant. If your spouse is not the successor annuitant, we will hold the assets of your Plan for payment in a lump sum to your designated beneficiary if that person was living on the date of your death. If you have not designated a beneficiary or if your designated beneficiary predeceases you, the assets of your Plan will be paid to your legal representatives. The lump sum payment will be paid subject to the deduction of all proper charges after we receive all releases and other documents that we request.
- 13. **Prohibition:** Except as specifically permitted under the Tax Act, no advantage that is conditional in any way on the existence of your Plan may be extended to you or a person with whom you do not deal 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 Tax Act. Retirement income under your Plan may not be assigned in whole or in part. The assets of your Plan may not be used as security for a loan except as permitted by us. We will not make any payments from your Plan except those specifically permitted under the provisions of this declaration or the Tax Act or required by law. We reserve the right to prohibit any transaction, investment, payment or transfer, whether an advantage, an RRSP strip or a swap transaction under the Tax Act, or such other payment or transfer which is or may be prohibited or penalized under the Tax Act.
- 14. **Date of Birth and Social Insurance Number:** The statement of your and, if applicable, your spouse's birth date and social insurance number on your Application is deemed to be a certification of its truth and your undertaking to provide proof if requested by us.
- 15. **Accounting and Reporting:** We will maintain an account of your Plan reflecting, with appropriate dates: (a) transfers to your Plan; (b) the name, number and cost of investments purchased or sold by your Plan; (c) distributions received by your Plan; (d) cash; (e) withdrawals, transfers and expenses paid from your Plan; (f) the balance of your account; and (g) the minimum and maximum amount that may be paid out of your Plan. We will send you a statement of your account at least once a year. Before April of each year, we will provide any applicable tax reporting required to be filed with your personal income tax return for the previous year.
- 16. **Fees and expenses:** We may charge you or your Plan fees as published by us or the Administrator from time to time. We will give you at least 30 days notice of any change in our account fees. In addition, we are entitled to charge your Plan fees for out-of-the-ordinary services requested by you or a Dealer in connection with your Plan and we are entitled to reimbursement from your Plan for all disbursements, expenses and liabilities incurred by us in connection with your Plan except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act. Without limiting the generality of the foregoing, these fees, disbursements, expenses and liabilities may include: brokerage fees and commissions, custodian fees, administration fees and redemption fees incurred in connection with investments held in your Plan; investment advisory fees paid to a Dealer; legal and accounting fees; fees in connection with financial arrangements made to facilitate the conversion of currency; and taxes, interest and penalties imposed on your Plan except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act. We are entitled to deduct the unpaid fees, disbursements, expenses and liabilities from the assets of your Plan or, except where prohibited by the Tax Act,

any other account held by you with us or any of our affiliates and for this purpose we are authorized, but not obliged, to realize sufficient assets of your Plan or such other account selected by us. We will not be responsible for any resulting loss. Except where prohibited by the Tax Act and notwithstanding any other provision of this declaration, we are 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 Tax Act that are not reimbursable to us from your Plan under the Tax Act.

17. **Taxes imposed on you or your Plan:** If your Plan becomes liable for tax, interest or penalties under the Tax Act or provincial legislation, we may sell any investment of your Plan to pay the liability. We may, but are not obliged to, sell or otherwise dispose of any investment of your Plan to avoid or minimize the imposition of tax, interest or penalties on you or your Plan. Except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act, if any, we will not be liable for any tax, interest or penalty imposed on you or your Plan. We will not be liable for any loss resulting from the disposition or failure to dispose of any investment held by your Plan.
18. **Delegation of Duties:** Without detracting in any way from our responsibility, we may appoint agents (including our affiliates) and may delegate to our agents the performance of any of our duties or responsibilities under this declaration including but not limited to administrative duties such as accepting contributions to your Plan, executing investment instructions, safekeeping the assets of your Plan, account and record keeping, preparing and issuing statements and tax receipts, communicating with you, a Dealer or legal representatives and responding to your or their concerns. We may also employ or engage accountants, brokers, lawyers or others and may rely on their advice and services. We will not be liable for the acts or omissions of any of our agents, advisors, or service providers and will not be liable for the acts or omissions of a Dealer or any of your other agents, advisors or service providers. We may pay to any agent, advisor, service provider or Dealer all or part of the fees received by us under the provisions of this declaration and/or a fee calculated by reference to currency converted in your Plan.
19. **Indemnity:** None of us, our officers, employees and agents will be liable for and are indemnified by you and your Plan from and against all expenses, liabilities, claims, losses and demands of any nature arising out of the holding of the assets of your Plan; the dealing with the assets of your Plan in accordance with instructions which we, our officers, employees or agents believe in good faith to be given by you or a Dealer or other agent; making financial arrangements to settle trades; and the sale, transfer or release of assets of your Plan in accordance with this declaration, unless caused by or resulting from our dishonesty, bad faith, willful misconduct or gross negligence.
20. **Amendments:** From time to time, we may amend this declaration with the approval of the Canada Revenue Agency provided that the amendment does not disqualify your Plan as a RRIF under the Tax Act or other legislation. Any amendment to ensure that your Plan continues to comply with the Tax Act or other legislation will be effective without notice. Any other amendment will be effective not less than 30 days after notice has been provided to you.
21. **Successor Trustee:** We may resign and be discharged from all duties and liabilities under this declaration by giving written notice to the Administrator. The Administrator is initially nominated to appoint a company as successor trustee. If the company appointed by the Administrator does not accept the office of trustee of your Plan within 30 days of being appointed, then we may nominate you to appoint a successor trustee by providing notice to you. Upon acceptance of the office of trustee of your Plan, the successor trustee will be trustee of your Plan as if it had been the original declarant of your Plan and your Plan continues in full force and effect with the successor trustee. At the time of the appointment of the successor trustee, we will be relieved of all duties and liabilities under this declaration. If you are unable to appoint a successor trustee who accepts the office of trustee of your Plan within 60 days of you being nominated to appoint a successor trustee, the assets of your Plan net of all proper charges will be withdrawn from your Plan and transferred to you and we will be relieved of all duties and liabilities under this declaration.
22. **Notice to you:** Any notice, request or other communication required or permitted to be given to you by us must be in writing and will be sufficiently given if it is sent by pre-paid mail, telecopier, electronic mail or other form of electronic transmission addressed to you at the address provided on your Application or subsequently provided by you or a Dealer in a notice to us. For greater certainty, we are not responsible for verifying the accuracy or currency of any address provided to us. Any notice, request or other communication will be deemed to have been given to you and received by you on the day of mailing or transmission.
23. **Notice to us:** Except as otherwise provided in this declaration, any notice, request or other communication required or permitted to be given to us by you or a Dealer must be in writing and will be sufficiently given if it is in a form satisfactory to us and is received by the Administrator by pre-paid mail, courier or telecopier, addressed to us or the Administrator at the address for the Administrator last provided to you. We are permitted but not obliged to accept and act on a notice, request or other communication given to us by you or a Dealer by internet, electronic transmission or telephone. We may for any reason refuse to act on any notice, request or other communication given to us by you or a Dealer and we will not be responsible for any resulting loss. Any notice, request or other communication given to us will be deemed to have been given to us and received by us at the time of actual receipt by the Administrator.
24. **Locked in Plans:** If locked-in assets are transferred to your Plan in accordance with applicable pension legislation, this declaration will include the additional provisions contained in the attached "Locking-in Supplement for a LIF, RLIF, PRRIF or LRIF". In the event of any inconsistency between the provisions of the supplement and the provisions of this declaration, the provisions of the supplement apply.
25. **Language:** You have requested that your Application, this declaration and all ancillary documents be provided to you in English. Vous avez exigé que votre demande, la présente déclaration et tous les documents accessoires vous soient fournis en anglais.

26. **Governing Laws:** This declaration will be governed, construed and enforced in accordance with the laws of Ontario and Canada except that the word spouse as used in this declaration refers to a person recognized as your spouse or common law partner for the purposes of the Tax Act.

27. **Specimen Plan:** RIF 219.

Revised: March 2012

PRIVACY PROTECTION NOTICE

Mackenzie Financial Corporation (referred to in this Notice as "we", "us", "our", and "Mackenzie") has always been committed to protecting the privacy of personal information that we collect and maintain in the course of carrying on our business. This Notice describes how we collect, hold, use, and disclose your personal information. Please read this Notice and contact us through any of the means listed at the end of the document if you have any questions.

Members of the Mackenzie Group of Companies include any affiliates or successor companies of Mackenzie whose business relates to a purpose identified in this Notice.

In this Notice, your "Dealer" refers to an individual or entity acting or representing that it acts in connection with your investments as your investment advisor, broker, or dealer, or on behalf of your investment advisor, broker, or dealer. By applying for one of our products or services, you acknowledge and agree that your Dealer is your agent and not our agent. We are entitled to accept and act on any notice, authorization, or other communication that we believe in good faith to be given by you or your Dealer on your behalf. We are under no obligation to verify that your Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.

1. **Client Record and Personal Information:** We hold the personal information we collect about you (and your spouse and/or beneficiary as applicable) for the purposes identified in this Notice in a record called the "client record". Depending on the investment or service you request, the personal information in your client record may include your name, address, telephone number, social insurance number ("SIN"), birth date, account holdings, and the name, address, and SIN of your spouse and/or beneficiary among other information. For example, if you have established a pre-authorized payment plan, your financial institution account number is also held in your client record. Where you provide personal information about another individual, you represent to us that you are authorized to disclose such information to us.
2. **Providing Your Personal Information to us:** When you or your Dealer complete an application form or otherwise open an account with Mackenzie, you are providing personal information to Mackenzie, including, where applicable, personal information concerning your spouse and/or beneficiary, in order to:
 - A. make an investment;
 - B. provide instructions about an investment you have made; or
 - C. receive information related to an investment you have made.Mackenzie collects this personal information, holds it in your client record, uses it, and discloses it for the purposes identified in this Notice.
3. **Collecting, Holding, Using, and Disclosing Personal Information in Your Client Record:** Mackenzie may collect, hold, and use the personal information in your client record as well as collect personal information from and disclose personal information to the third parties identified in paragraph 4 for the following purposes:
 - A. identifying you and ensuring the accuracy of information contained in your client record;
 - B. establishing and administering your account, determining, maintaining, recording, and storing account holdings and transaction information in your client record;
 - C. executing transactions with or through Mackenzie including transferring funds by electronic or other means;
 - D. providing you and your Dealer with account statements, transaction confirmations, tax receipts, financial statements, proxy mailings, registered plan notices, and other information which you or your Dealer may request as needed to service your account;
 - E. verifying information previously given by you with any other organization when necessary for the purposes provided in this Notice;
 - F. processing pre-authorized debit transactions;
 - G. collecting a debt owed to Mackenzie;
 - H. engaging in the financing or sale of all or part of our businesses, reorganizing our businesses, and obtaining and submitting insurance claims; and
 - I. meeting legal and regulatory requirements.
4. **Third Parties:**
 - A. Mackenzie may collect your personal information for the purposes identified in this Notice from third parties such as your Dealer, other companies in the Mackenzie Group of Companies, other financial institutions and mutual fund companies, and from third parties who represent that they have the right to disclose the information.
 - B. Mackenzie may transfer your personal information for the purposes identified in this Notice to our service providers, such as account statement preparation and mailing companies, courier companies, imaging companies, and document storage companies. When Mackenzie transfers personal information to our service providers, we ensure by contractual means that the transferred personal information is used only for the purposes for which the service provider is retained and is protected to the same degree as it is when in our possession. We may use service providers located outside of Canada, and where we do, personal information may be disclosed in accordance with the laws of the jurisdiction in which the service provider is located, including to the government in that jurisdiction and its agencies.

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Generally, you will be required to provide us with information related to your citizenship, tax residence and, if applicable your foreign tax identification number. If you are identified as a U.S. citizen (including a U.S. citizen living in Canada), a U.S. resident, or a foreign tax resident, details of your investment(s) held with Mackenzie Funds will generally be reported to Canada Revenue Agency unless securities are held inside a registered plan. The Canada Revenue Agency may provide this information to the relevant foreign tax authorities under exchange of information treaties.

In addition to the foregoing, the general terms regarding collection, use and disclosure of information is set out in the Privacy Protection Notice in this Application Form.

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- C. Mackenzie may disclose your personal information to third parties where permitted or required by law, such as disclosure for tax purposes to the Canada Revenue Agency.
- D. Mackenzie may disclose your personal information for the purposes identified in this Notice to third parties such as your Dealer, third party service providers, data-processing firms, other companies in the Mackenzie Group of Companies, other financial institutions and mutual fund companies, and group plan administrators. If you wish to withdraw consent to the continuation of this type of information sharing or discuss the implications of such withdrawal, please contact us. Your decision to withdraw consent may prevent Mackenzie from providing or continuing to provide products and services to you because the disclosure to third parties is a necessary part of making the product or service available to you.
5. **Using Your SIN:** By law, Mackenzie is required to use your SIN when submitting tax reports to the Canada Revenue Agency. We may use your SIN as an identifier for reasons such as consolidating your holdings so that fees associated with your account are reduced or are not charged more than once, or that your mailings are delivered in one envelope or are not duplicated. Also, we may share your SIN as a unique identifier for the purposes identified in this Notice to third parties such as your Dealer, group plan sponsor, and third party service providers. If you have any questions or concerns about the use of your SIN please contact us.
6. **Location of Your Client Record:** Your client record is kept in electronic, microfilm, or paper format primarily in Toronto, but it may also be kept in other Canadian locations. To request access to your client record, please contact us.
7. **Changes to Your Personal Information:** Please inform Mackenzie promptly of any change in the personal information that you have provided.
8. **Right to Access and Rectify Personal Information:** You are entitled to access, through a written request, the personal information contained in your client record, subject to limited exceptions set out in law. You may verify this personal information and request that any inaccurate information be corrected. To access and correct your personal information, please contact us.
9. **Resolving Your Questions and Concerns:** If your concerns about access to and/or the correction of your personal information have not been resolved to your satisfaction, or if you have any questions or other concerns about our management of your personal information, you can contact the Privacy Compliance Officer, Mackenzie Financial Corporation, 180 Queen Street West, Toronto, Ontario, M5V 3K1. You may also send an email to privacy@mackenzieinvestments.com. If after contacting the Privacy Compliance Officer your question or concern has not been resolved, we can direct you to the appropriate federal or provincial Privacy Commissioner.

Mackenzie Client Relations:
Telephone: 1-800-387-0614
E-mail: service@mackenzieinvestments.com

Revised: January 2012

PRE-AUTHORIZED DEBIT (PAD) TERMS AND CONDITIONS

- (a) By signing this application, you (the bank account holder(s)) hereby waive any pre-notification requirements as specified by sections 15(a) and (b) of the Canadian Payments Association Rule H1 with respect to pre-authorized debits.
- (b) You authorize Mackenzie Financial Corporation (Mackenzie) to debit the bank account provided for the amount(s) and in the frequencies instructed.
- (c) If this is for your own personal investment, your debit will be considered a Personal Pre-authorized Debit (PAD) by Canadian Payments Association definition. If this is for business purposes, it will be considered a Business PAD. Monies transferred between CPA members will be considered a Funds Transfer PAD.
- (d) You have certain recourse rights if a 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 this pre-authorized debit agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.
- (e) You confirm that all persons whose signatures are required to authorize transactions in the bank account provided have signed this agreement.
- (f) You may change these instructions or cancel this plan at any time, provided that Mackenzie receives at least 10 business days notice by phone or by mail. To obtain a copy of a cancellation form or for more information regarding your right to cancel a pre-authorized debit agreement, please consult with your financial institution or visit the Canadian Payments Association website at www.cdnpay.ca. You agree to release the financial institution of all liability if the revocation is not respected, except in the case of gross negligence by the financial institution.
- (g) Mackenzie is authorized to accept changes to this agreement from my registered dealer or my financial advisor in accordance with the policies of Mackenzie, in accordance with the disclosure and authorization requirements of the CPA.
- (h) You agree that the information in this application will be shared with the financial institution, insofar as the disclosure of this information is directly related to and necessary for the proper application of the rules applicable for pre-authorized debits.
- (i) You acknowledge and agree that you are fully liable for any charges incurred if the debits cannot be made due to insufficient funds or any other reason for which you may be held accountable.
- (j) You have requested this application form and all other documents relating hereto to be in English. J'ai exigé que ce formulaire et tous les documents y afférant soient rédigés en anglais.

February 2010

GENERAL INQUIRIES

For all of your general inquiries and account information please call:

| | | |
|-------------------------|----------------------------------|--------------|
| ENGLISH | 1-800-387-0614 | |
| BILINGUAL | 1-800-387-0615 | |
| ASIAN INVESTOR SERVICES | 1-888-465-1668 | |
| TTY | 1-855-325-7030 | 416-922-4186 |
| FAX | 1-866-766-6623 | 416-922-5660 |
| E-MAIL | service@mackenzieinvestments.com | |
| WEB | mackenzieinvestments.com | |

Find fund and account information online through Mackenzie Investments' secure InvestorAccess. Visit mackenzieinvestments.com for more information.

