



MACKENZIE  
Investments

# Mackenzie Education Savings Plan

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Family Plan

Give your children the education they will need  
through regular tax-effective investing

# RESP Help Guide

## STEP ONE

Choose the plan type that meets your needs

### Individual plan – Single beneficiary

#### Important Plan Features:

- Anyone can be the beneficiary including you (no blood relation required)
- Beneficiary can be named at any age
- Beneficiary must meet the following conditions
  - Canadian resident (unless due to transfer)
  - Have a valid SIN
- A beneficiary of an individual RESP can be any age at the time he or she is designated as beneficiary to the RESP, and any age at the time any contributions or made on behalf of him or her
- Canada Learning Bond can only be used by the beneficiary for whom it was paid in the RESP
- There is no maximum age at which an RESP may receive an EAP from an RESP. However, remember that all RESPs must be terminated, generally by the end of the 35th year following the year the RESP was established (40th if the RESP is a specified plan).

### Family plan – One or more beneficiaries

#### Important Plan Features:

- The subscriber and beneficiaries must be related by blood (e.g., children, grandchildren, and siblings) or adoption
- Beneficiary (ies) must meet the following conditions:
  - Under 21 years of age when added to the plan (unless due to a transfer)
  - Canadian resident (unless due to a transfer)
  - Have a valid SIN
- Contributions must cease when the beneficiary reaches 31 years of age OR 31 years after the plan was entered into
- Additional CESG, Canada Learning Bond and Quebec Education Savings Incentive (Increase Amount) can only be paid if the beneficiaries are brothers and sisters
- CESG paid into the plan can be used by an eligible beneficiary in the RESP up to maximum of \$7,200 per beneficiary
- SAGES paid into the plan can be used by an eligible beneficiary in the RESP up to a maximum of \$4,500 per beneficiary. SAGES can only be paid into the plan if the beneficiaries are brothers and sisters
- BCTESG paid into the plan can be used by an eligible beneficiary in the RESP. BCTESG can only be paid into the plan if the beneficiaries are brothers and sisters
- QESI paid into the plan can be used by an eligible beneficiary in the RESP up to maximum of \$3,600 per beneficiary
- CLB cannot be shared with the other beneficiaries of the plan
- Earnings can be shared with the other beneficiaries of the plan

## STEP TWO

Complete the application using the following as a guide

### 1. Plan information

Check *New Account* if you are establishing a Mackenzie RESP  
*OR*

Check *Existing Account* if you already have a Mackenzie RESP account number and you would like instructions on this form to be applied to that account.

### 2. Subscriber information

In order to ensure your plan is accepted by ESDC, CRA, and MRQ, please enter all names exactly as they appear on the SIN card(s).

- You are the subscriber if you are opening the RESP account and contributing money to it.
- A joint subscriber must be your spouse or common-law partner.
- For joint accounts, decide whether you want
  - a) All joint owners to sign
    - everyone must sign if there are new instructions (this is the default option)
  - b) Any joint owner to sign
    - any joint owner can sign if there are new instructions.

This is not applicable to QC residents.

Please note: Nature of principal business or occupation must be provided for all subscribers as indicated on the application form.

### 3. Beneficiary designation

Please ensure the beneficiary name and SIN match the SIN card exactly and the requirements indicated in step one have been met for all beneficiaries.

Please note: Nature of principal business or occupation must be provided for all beneficiaries as indicated on the application form. "Student" is appropriate unless the beneficiary has not started school, in which case indicating "child" or "infant" would be acceptable.

#### Custodial parent, guardian or public primary caregiver

If the subscriber is not beneficiary's custodial parent, we require the name and address of the custodial parent, legal guardian or public primary caregiver (i.e., child care departments, agencies, institutions and organizations that maintain the child).

### 4. Investment Selection

Please refer to the attached fund listing for a complete selection of investment options.

Please be aware that you are responsible for ensuring the maximum contribution limit of \$50,000 per beneficiary is not exceeded. Over contributions for a beneficiary under this plan or any RESP could result in a penalty tax levied on all subscribers.

### 5. PAC Authorization

The Pre-Authorized Chequing Plan program lets you contribute on a regular basis. Choose the frequency and the initial start date for these regular purchases.

# RESP Help Guide (cont'd)

## 6. Application for Grants

To apply for government grants, you must complete the government applications separately. An application must be completed for each beneficiary named on the RESP in order to receive grants that may be available for the beneficiary under the *Canada Education Savings Act* (CESA) or a provincial program administered under the CESA. These forms can be obtained from [mackenzieinvestments.com](http://mackenzieinvestments.com) (See Applications & Forms at the bottom). As long as you qualify, **you may apply for one or more grants**. For the Quebec Education Savings Incentive (QESI), no application is required. Mackenzie will apply for all eligible beneficiaries.

You may apply for any of the following Grants in your Mackenzie RESP:

### ■ Basic Canada Education Savings Grant ("Basic CESG")

The Basic CESG is a federal government grant of 20% of contributions made to an RESP for a Canadian-resident beneficiary who was under 18 years with an annual limit of \$500.

### ■ Additional Canada Education Savings Grant ("Additional CESG")

The Additional CESG is an enhanced federal government grant of 10% or 20% of the first \$500 of annual contributions made to an RESP for a qualifying beneficiary whose Primary Caregiver's family net income meets the income thresholds stipulated by CRA each year. Public Primary Caregivers must receive payments under the *Children's Special Allowances Act*.

### ■ Canada Learning Bond ("CLB")

The CLB is an additional federal government grant for a Canadian-resident beneficiary born after 2003 whose Primary Caregiver is in receipt of the National Child Benefit Supplement. The initial CLB is \$500. The subsequent CLB is \$100 for each year of eligibility until the child is 15 years old. Public Primary Caregivers must receive payments under the *Children's Special Allowances Act* for at least one month of the benefit year.

### ■ Saskatchewan Advantage Grant for Education Savings ("SAGES")

SAGES is an education savings incentive that is paid by the Government of Saskatchewan into an RESP at a rate of 10% of RESP contributions in respect of eligible beneficiaries; and for contributions made on or after January 1, 2013.

While each eligible beneficiary's SAGES grant room increases by \$250 per eligible year, the annual SAGES amount that can be paid per beneficiary is limited to the lesser of the accumulated SAGES grant room for the beneficiary and the SAGES annual limit of \$500.

### ■ British Columbia Training and Education Savings Grant ("BCTESG")

BCTESG is an education savings incentive that is paid by the Government of British Columbia into an RESP for children born on or after January 1, 2007; and for children who are residents in British Columbia (with a custodial parent or a legal guardian who is also a resident) at the time of the BCTESG application. BCTESG is a \$1,200 one-time grant per eligible beneficiary. When an eligible child turns six years old, the subscriber may be able to apply for the grant.

### ■ Quebec Education Savings Incentive ("QESI")

The QESI is a refundable tax credit that is paid by Revenu Quebec to the RESP on behalf of a beneficiary who resides in Quebec that meets the eligibility requirements. Basic QESI is 10% of the net contributions made during the year up to an annual maximum of \$250 and a lifetime maximum of \$3,600. QESI Increase is available to beneficiaries that meet eligibility requirements determined by the Quebec government.

**NOTE:** You may only choose one fund in which to deposit the grant money.

## 7. Subscriber Signature

Please sign and date. If you know the Maturity Date and/or Termination Dates, please update these accordingly.

## 8. Dealer Information

Your advisor will complete this section.

# EDUCATION SAVINGS PLAN APPLICATION Family Plan Application



T 1-800-387-0614 or 416-922-3217    F 1-866-766-6623 or 416-922-5660    E service@mackenzieinvestments.com

## 1. PLAN INFORMATION *Please complete*

New Account *OR*  Existing Account

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

### Family Plan

Under a Family Plan, you may designate one or more individuals as a beneficiary of the Plan. However, each individual must be under 21 years of age at the time of the designation and must be related to you (or both of you) by blood or adoption. Your children, grandchildren, brothers and sisters are related to you by blood. Your nieces and nephews are not related to you by blood. You cannot designate yourself or your spouse as a beneficiary under a Family Plan.

## 2. SUBSCRIBER INFORMATION – MANDATORY *Please print*

|   |  |  |   |
|---|--|--|---|
| 1 = Mr.<br>2 = Mrs.<br>3 = Miss<br>4 = Ms.<br>5 = Dr. | Last Name _____<br>First Name & Initials _____ | Language preference <input type="checkbox"/> English <input type="checkbox"/> French | Birth Date (DD/MMM/YYYY) _____<br>Social Insurance Number _____<br>Business # _____ |
| Address _____ Postal Code _____                       |  | Home Telephone _____<br>Business Telephone _____                                     |   |
| City _____ Province _____ Apt. No. _____              |  | E-mail Address _____   |   |
| Principal Business/Occupation _____                   |  |  |   |

### JOINT SUBSCRIBER NAME

Signing Authority  All Joint Owners to sign (*Default option*)  Any Joint Owner to sign (*Not applicable in Quebec*)

|  |  |   |
|--|--|---|
| Last Name & First Name _____<br>Address _____<br>City _____ Province _____ Apt. No. _____<br>Principal Business/Occupation _____ | Home Telephone _____<br>Business Telephone _____<br>E-mail Address _____ | Birth Date (DD/MMM/YYYY) _____<br>Social Insurance Number _____<br>Business # _____ |
|--|--|---|

## 3. BENEFICIARY DESIGNATION – MANDATORY *Please complete*

THE BELOW SECTIONS ARE MANDATORY. PLEASE COMPLETE.

I designate the following individual(s) as the person(s) entitled to receive payments from the plan to further his/her post-secondary education. (use separate sheet if necessary)

**The beneficiaries of this plan are siblings of each other** (siblings are brothers and sisters including half brothers, half sisters, adopted and step children).

For the Quebec Education Savings Incentive (QESI), I represent and warrant that the beneficiaries' province of residence for tax purposes is as indicated under the address below and I agree to promptly notify Mackenzie of a change in the province of residence of any of the beneficiaries. I acknowledge that Mackenzie will rely on this representation in making application for QESI.

|  |  |   |   |  |
|--|--|---|---|--|
| Last Name of Beneficiary _____<br>Address _____<br><input type="checkbox"/> Same as Subscriber <input type="checkbox"/> 1 <input type="checkbox"/> 2<br>Last Name of Beneficiary _____<br>Address _____<br><input type="checkbox"/> Same as Subscriber <input type="checkbox"/> 1 <input type="checkbox"/> 2<br>Last Name of Beneficiary _____<br>Address _____<br><input type="checkbox"/> Same as Subscriber <input type="checkbox"/> 1 <input type="checkbox"/> 2 | First Name & Middle Name of Beneficiary _____<br>First Name & Middle Name of Beneficiary _____<br>First Name & Middle Name of Beneficiary _____<br>First Name & Middle Name of Beneficiary _____ | Gender _____ Date of Birth (DD MMM YYYY) _____<br>M <input type="checkbox"/> F <input type="checkbox"/><br>Nature of Principal Business or Occupation _____<br><input type="checkbox"/> Student / Child <input type="checkbox"/> Other: _____<br>Gender _____ Date of Birth (DD MMM YYYY) _____<br>M <input type="checkbox"/> F <input type="checkbox"/><br>Nature of Principal Business or Occupation _____<br><input type="checkbox"/> Student / Child <input type="checkbox"/> Other: _____<br>Gender _____ Date of Birth (DD MMM YYYY) _____<br>M <input type="checkbox"/> F <input type="checkbox"/><br>Nature of Principal Business or Occupation _____<br><input type="checkbox"/> Student / Child <input type="checkbox"/> Other: _____ | Social Insurance Number _____<br>Social Insurance Number _____<br>Social Insurance Number _____ | Relationship to Subscriber _____<br>Relationship to Subscriber _____<br>Relationship to Subscriber _____ |
|--|--|---|---|--|

### RESIDENCY STATUS

Check one  
If no, skip Section 6

Canadian Resident  
Yes  No

Canadian Resident  
Yes  No

Canadian Resident  
Yes  No

Please provide the name and address of the custodial parent, guardian or public primary caregiver for any beneficiary who is under 19 years of age  same as subscriber OR,

The custodial parent, guardian or public primary caregiver for any beneficiary will be provided with the name and address of the subscriber(s).

|  |   |  |                                 |
|--|---|--|---------------------------------|
| Last Name of Beneficiary _____<br>_____<br>_____ | First Name & Middle Name of Beneficiary _____<br>_____<br>_____ | Name of Parent or Guardian _____<br>_____<br>_____ | Address _____<br>_____<br>_____ |
|--|---|--|---------------------------------|

## 4. INVESTMENT SELECTION *Please complete – Refer to attached fund listing for a list of investment choices*

Please process my contribution or transfer(s) from my existing registered education savings plan(s), and make the investments selected below.

| BENEFICIARY NAME | FUND NO | FUND NAME | AMOUNT \$ OR % | 1SCS (%) | WIRE ORDER NUMBER | PRE-AUTHORIZED CHEQUING PLAN (\$ OR %) |
|------------------|---------|-----------|----------------|----------|-------------------|--|
|                  |         |           |                |          |                   |  |
|                  |         |           |                |          |                   |  |
|                  |         |           |                |          |                   |  |
|                  |         |           |                |          |                   |  |
|                  |         |           |                |          |                   |  |
| <b>TOTALS</b>    |         |           | <b>\$ 0.00</b> |          |                   | <b>\$ 0.00</b>                         |

<sup>1</sup>SCS – Sales charge purchase option (Front end load)

Now complete Section 5

Please 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** *Please read carefully before signing*

TO: \_\_\_\_\_ AND TO: Mackenzie Financial Corporation (Void specimen cheque attached)

Undersigned's bank

Process my PAC purchase:  Weekly  Monthly  Quarterly  Annually  
 Bi-Weekly<sup>1</sup>  Semi-Monthly<sup>2</sup>  Bi-Monthly<sup>3</sup>  Semi-Annually<sup>4</sup>  
<sup>1</sup>Once every 14 days <sup>2</sup>15<sup>th</sup> and end of month <sup>3</sup>Every other month <sup>4</sup>Every six months

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 above, whether the account continues to be maintained at the branch or is transferred to another branch at 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.

X \_\_\_\_\_  
Bank Account Holder's Signature

\_\_\_\_\_  
Date (DD MMM YYYY)

X \_\_\_\_\_  
Bank Account Holder's Signature

\_\_\_\_\_  
Date (DD MMM YYYY)

**6. APPLICATION FOR GRANTS**

You must complete this section to ensure that this plan receives Grants that may be available for the beneficiary under the *Canada Education Savings Act (CESA)* or a provincial program administered under the CESA. You must also complete the appropriate application prescribed by Employment and Social Development Canada. Copies of the prescribed forms for the Basic CESA, additional CESA, CLB or provincial grants can be obtained from *mackenzieinvestments.com*. For the Quebec Education Savings Incentive (QESI), no application form is required. Mackenzie will apply for all eligible beneficiaries.

The information in this section, as well as the amount of any contribution and the value of investments held in this plan will be provided to Employment and Social Development Canada.

I do not wish this plan to participate in any Grant program.  I wish to participate in the Grant program(s) indicated in the application form(s) attached. For the QESI, no application form is required. Mackenzie will apply for all eligible beneficiaries.

Please invest the grants as indicated. Where no investment is selected, the grant will be invested in Mackenzie Canadian Money Market Fund. Only one Fund is allowed

| FUND NUMBER | FUND NAME |
|-------------|-----------|
|             |           |

Please note SCS commission is 0% for grant/bond purchases

**7. DEALER/ADVISOR INFORMATION**

Dealer Number \_\_\_\_\_ Advisor Number \_\_\_\_\_ Dealer Name \_\_\_\_\_ Advisor Name \_\_\_\_\_  
 Dealer Account Number \_\_\_\_\_ Advisor Signature/ Dealer Authorization \_\_\_\_\_ Date (DD/MMM/YYYY) \_\_\_\_\_  
 X \_\_\_\_\_

**8. SUBSCRIBER SIGNATURE** *Please complete read carefully before signing*

**To: Mackenzie Financial Corporation**

I have engaged the dealer as my agent in connection with this Plan. I understand that if I choose the sales charge purchase option (front end load), the Plan will pay a commission which is deducted from the original purchase amount. If I choose the redemption charge purchase option, low-load 3 purchase option or low-load 2 purchase option (each, a deferred sales charge purchase option), I request that the sales commissions described in the simplified prospectus be paid to the dealer and I agree that I may be required to pay a redemption charge upon withdrawal, as specified. In addition, I authorize the payment of trailing sales commissions described in the simplified prospectus to the dealer on behalf of the Plan. 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 the Plan money in Mackenzie Canadian Money Market Fund so that it will earn interest until the order is complete.

I understand that as agents for the funds, Mackenzie reserves the right to accept or reject any purchase order within one day following receipt of the order. I acknowledge receipt of the current prospectus of the fund(s) ordered.

**To: B2B Trustco and Mackenzie Financial Corporation**

I apply for a Mackenzie Education Savings Plan (the "Plan") on the terms and conditions, the "Terms", attached to this application, and request that Mackenzie apply to register the Plan as an education savings plan under the *Income Tax Act (Canada)*. Where I authorize Mackenzie to apply for available Grants for the beneficiaries under the Plan, I agree to notify Mackenzie promptly if a beneficiary becomes a non-resident of Canada when a subsequent contribution is made, or an educational assistance payment is requested for the beneficiary. For the purposes of the Quebec Education Savings Incentive (QESI), I agree to notify Mackenzie promptly if a beneficiary becomes a non-resident of Quebec.

I understand that no further contributions may be made to the Plan after the 31st year following the year in which the Plan was entered into.

I certify that the information provided to you on this application is accurate. I have received, read and agree to the Terms of the Plan attached and to all amendments that I may receive to these Terms in the future.

**Privacy Protection**

By signing this application form, I acknowledge reading the Privacy Protection Notice attached to this application form and I consent to the 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/partner, the beneficiary and/or the beneficiary's parents or guardian, I confirm that I am authorized to provide such information. I have requested that this application form and all documents relating hereto be in English. J'ai exigé que la demande et tous les documents s'y rapportant soient rédigés en anglais.

X \_\_\_\_\_  
Subscriber Signature

\_\_\_\_\_  
Date (DD/MMM/YYYY)

X \_\_\_\_\_  
Joint Subscriber Signature

\_\_\_\_\_  
Date (DD/MMM/YYYY)

Mackenzie Financial Corporation

B2B Trustco

\_\_\_\_\_  
Authorized Signature of Acceptance

\_\_\_\_\_  
Authorized Signature of Acceptance

**PLAN MATURITY DATE (DD/MMM/YYYY)**

The last day of the 31<sup>st</sup> year following the date on which the plan was entered.

\_\_\_\_\_  
If this plan includes a transfer from another RESP, the maturity date will be based on the earliest effective date.

**PLAN TERMINATION DATE (DD/MMM/YYYY)**

The last day of the 35<sup>th</sup> year following the date on which the plan was entered.

\_\_\_\_\_  
If this plan includes a transfer from another RESP, the termination date will be based on the earliest effective date.

# MACKENZIE FAMILY EDUCATION SAVINGS PLAN TERMS AND CONDITIONS

Mackenzie Financial Corporation ("Mackenzie") which is incorporated under the laws of Ontario, B2B Trustco (the "Trustee") which is incorporated under the laws of Canada (Mackenzie and the Trustee are collectively referred to in this contract as "we" and "us", both of which are authorized to carry on business in Canada) and you, the person named as subscriber in the attached application form (the "Application") or the two individuals so named as joint subscribers if you are spouses or common law partners of each other as recognized by the *Income Tax Act* (Canada) (the "Tax Act"), agree to establish a Mackenzie Family Education Savings Plan (the "Plan") on the following terms and conditions.

## 1. Other Defined Terms. In this contract

- (a) "Accumulated Income Payment" means any amount paid from the Plan to the extent that the amount exceeds the fair market value of any Contributions to the Plan but does not include an Educational Assistance Payment, a refund of Contributions, a Grant repayment or related amounts, a payment to or to a trust in favour of a Designated Educational Institution or a transfer to another RESP.
- (b) "Beneficiary" means an individual validly designated by you as a beneficiary under the Plan entitled to receive payments from the Plan to further his or her education at the post-secondary school level.
- (c) "CESA" means the *Canada Education Savings Act* and the regulations thereunder, as amended.
- (d) "Contribution" to an education savings plan does not include an amount paid into the plan under or because of (i) the *Canada Education Savings Act* or a designated provincial program, or (ii) any other program that has a similar purpose to a designated provincial program and that is funded, directly or indirectly, by the province (other than an amount paid by a public primary caregiver in its capacity as subscriber under the plan).
- (e) "CRA" means the Canada Revenue Agency.
- (f) "Dealer" means an individual or entity acting (or representing that it acts) in connection with the Plan as your investment advisor, broker or dealer, or on behalf of your investor advisor, broker or dealer.
- (g) "Designated Educational Institution" means 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 Education of the Province of Quebec for the purposes of *An Act respecting financial assistance for education expenses*, R.S.Q., c. A-13.3.
- (h) "Educational Assistance Payments" means any amount, other than a refund of Contributions, paid from the Plan to or for a Beneficiary to assist the Beneficiary to further his or her education at the post-secondary school level.
- (i) "Grant" means an amount paid or payable to the Plan under: (i) the CESA, (ii) a provincial program administered under the CESA, (iii) a designated provincial program, as defined under the Tax Act, or (iv) Part III.1 of the *Department of Human Resources Development Act* (Canada) as it read immediately before the coming into force of the CESA.
- (j) "Post-Secondary Educational Institution" means:
  - (i) an educational institution in Canada that is:
    - (1) a Designated Educational Institution; or
    - (2) certified by the Minister of Employment and Social Development to be an educational institution providing course, other than courses designed for university credit, that furnish a person with skills for, or to improve a person's skills in an occupation, or
  - (ii) an educational institution outside Canada that provides courses at a post-secondary school level and that is:
    - (1) a university, college or other educational institution at which a beneficiary was enrolled in a course of not less than 13 consecutive weeks, or
    - (2) a university at which a beneficiary was enrolled on a full-time basis in a course of not less than 3 consecutive weeks
- (k) "Public Primary Caregiver" of a Beneficiary in respect of whom a special allowance is payable under the *Children's Special Allowances Act*, means the department, agency or institution that maintains the Beneficiary or the public trustee or public curator of the province or territory in which the Beneficiary resides.
- (l) "Qualifying Educational Program" means a program at a post secondary school level of not less than three consecutive weeks in duration that requires that each student taking the program to spend not less than ten hours per week on courses or work in the program.
- (m) "RDSP" or "Registered Disability Savings Plan" is a disability savings plan that satisfies the conditions in subsection 146.4(2) of the Tax Act, but does not include one to which subsection 146.4(3) or (10) applies.
- (n) "RESP" means an education savings plan that has been and, at the relevant time is, registered under the Tax Act.
- (o) "Specified Educational Program" means 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.

2. **Acceptance and Registration.** If the Trustee agrees to act as trustee of the Plan, Mackenzie will apply to register the Plan under the Tax Act as an RESP after you have provided Mackenzie with all information required by the Tax Act including, if applicable, the social insurance number of each Beneficiary. You will be bound by the terms and conditions imposed on the Plan by all applicable legislation. If the Trustee declines to act as trustee, you or a Dealer

will be notified and any amounts received by the Trustee as a Contribution, transfer or Grant will be returned.

3. **Purpose.** The Trustee will irrevocably hold all Contributions, transfers and Grants accepted by us for the Plan, investments made with those amounts and any income and capital gains realized in respect of those investments in trust for the primary purpose of paying Educational Assistance Payments to one or more Beneficiaries and for one or more of the following secondary purposes: paying Accumulated Income Payments; refunding Contributions; repaying Grants and paying amounts related to those repayments; paying to or to a trust in favour of a Designated Educational Institution; and transferring to another RESP.
4. **Dealer.** You acknowledge that a Dealer is your agent and, when acting (or representing that it acts) as a Dealer, is 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 a Dealer. 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.
5. **Your Responsibility:** You are responsible for:
  - (a) selecting investments for the 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 the Plan do not exceed the maximum Contribution limits permitted by the Tax Act;
  - (c) the truth and accuracy of the information provided by you or a Dealer to us and for notifying us of any change in the information provided;
  - (d) providing the information and documentation required to apply for and administer the Grants;
  - (e) ensuring that the investments held in the Plan are at all times qualified investments for the Plan under the Tax Act and immediately notifying us if an investment held in the Plan is or becomes a non-qualified investment for the Plan under the Tax Act; except to the extent the Promoter will exercise care, diligence and skill of reasonably prudent person to minimize the possibility the RESP holds a non-qualified investment as outlined in section 6(k). Other than as stated here and in section 6(k) it will be your responsibility to determine whether any investment is or remains as a qualified investment within the meaning the Tax Act; and
  - (f) paying any tax on excess Contributions to the Plan and requesting a refund of any excess Contributions except to the extent described in section 5(e) and section 6(k).

You acknowledge and accept sole responsibility for these matters [except to the extent described in section 5(e) and section 6(k) and undertake to act in the best interest of the Plan. You confirm that we are not responsible for any of these matters or for any loss in the value of the Plan. 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.

## 6. Mackenzie's Responsibilities. Mackenzie will:

- (a) apply to register the Plan as an RESP under the Tax Act;
- (b) receive Contributions to the Plan;
- (c) apply for Grants as agent of the Trustee on behalf of the Plan;
- (d) invest and reinvest the assets of the Plan according to your instructions;
- (e) provide you with the statements of the account;
- (f) provide you and any Beneficiary with information or notice as required by the CESA or other applicable legislation;
- (g) receive from you any change in a Beneficiary, a Designated Educational Institution or any other matter which requires notification by you to Mackenzie or the Trustee according to the provisions of this contract;
- (h) make payments from the Plan pursuant to the provisions of this contract;
- (i) to the extent required, deal with the appropriate taxation authorities in connection with the Plan or any amendment of the provisions of this contract;
- (j) ensure compliance with all relevant provisions of the CESA and other applicable legislation relating to Grants; and
- (k) exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the account holds a non-qualified investment (as defined under the Tax Act) for a RESP. The Trustee will notify the Plan holder in accordance with the Act if an investment that is a non-qualified investment has been acquired or disposed of by the Plan or if an existing investment of the Plan has become or ceased to be a non-qualified investment. However, if the account acquires an investment that is a non-qualified investment or becomes a non-qualified investment for a RESP it is the responsibility of the Subscriber to file an income tax return and pay the applicable tax under Part XI.01 of the Act; and
- (l) perform such other duties as Mackenzie and the Trustee from time to time considers appropriate.

Pursuant to administrative requirements of the CRA, Mackenzie is ultimately responsible for the administration of the Plan. Pursuant to this contract, as between Mackenzie and you, you acknowledge that the foregoing does not detract from your duties and responsibilities under the Plan. This means, for example, that we are not authorized to select investments for the 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. Notwithstanding any other provision of this contract, we will not be liable for any loss or penalty suffered as a result of any act done by us in reliance of 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.

7. **Beneficiary Designation.** Each individual designated on the Application as a beneficiary under the Plan will be an initial Beneficiary if he or she is:
- connected to you (or in the case of joint subscribers, both of you) by blood or adoption, as those relationships are recognized for the purposes of the Tax Act;
  - less than 21 years of age or immediately before the relevant time was a beneficiary under another RESP that allows more than one beneficiary at any one time; and
  - a Canadian resident for the purposes of the Tax Act or, where no Contribution will be made to the Plan other than a transfer from another RESP, was the beneficiary under the other RESP immediately before the transfer. There must be one Beneficiary at all times.
- You may not designate yourself, your spouse or your common law partner (as recognized by the Tax Act) as a Beneficiary. You may make, change or revoke the designation of a beneficiary under the Plan by providing notice to Mackenzie provided that:
- there is at least one Beneficiary at all times;
  - the individual designated as a Beneficiary is a person described above in (a), (b) and (c) of this paragraph 7; and
  - you have provided Mackenzie with all information and documentation relating to you, the individual and the individual's parents or guardians as may reasonably be requested by Mackenzie in connection with the administration of the Plan and the application for a Grant on behalf of the Plan, which information will include but may not be limited to:
    - the gender, birth date, social insurance number and residential address of the individual designated as Beneficiary;
    - the relationship of the individual to you; and
    - if the individual is under 19 years of age and ordinarily lives with a parent (as defined in the Tax Act) or is maintained by a Public Primary Caregiver, the name and residential address of the parent or Public Primary Caregiver.
- Within 90 days after an individual becomes the Beneficiary, Mackenzie will notify the individual of the existence of the Plan, your name and your address, unless the Beneficiary is under 19 years of age and ordinarily lives with a parent or is maintained by a Public Primary Caregiver, in which case notice will be provided to the parent or Public Primary Caregiver, as applicable.
8. **Designation of Educational Institution.** You may designate a Designated Educational Institution as the institution entitled to receive payments from the Plan. You may make, change or revoke the Designated Educational Institution by providing notice to Mackenzie.
9. **Contributions and Transfers to the Plan.** You or a person on your behalf may make Contributions to the Plan in respect of a Beneficiary, provided that:
- the Beneficiary is a Canadian resident for the purposes of the Tax Act and has not attained 31 years of age before the time the Contribution is made;
  - Mackenzie has been provided with the social insurance number of the Beneficiary at the time of or before the Contribution is made;
  - the amount of the Contribution is not less than the minimum limit established by Mackenzie from time to time and does not cause the RESP lifetime limit under the Tax Act to be exceeded;
  - the Contribution is not made after the 31st year following the year in which the Plan was established or deemed to be established; and
  - the Contribution is not prohibited by this contract or the Tax Act.
- Contributions to the Plan will be considered to have been made *pro rata* in respect of each Beneficiary unless otherwise stipulated by you or a Dealer. Any Contribution to the Plan made in respect of a former beneficiary under the Plan will be considered to have been made *pro rata* in respect of each current Beneficiary unless otherwise stipulated by you or a Dealer. Any amount may be transferred to the Plan from another RESP that allows more than one Beneficiary at a time provided that other RESP has never made an Accumulated Income Payment. Contributions transferred to the Plan shall be considered to have been made on your behalf *pro rata* in respect of each Beneficiary unless otherwise stipulated by you or a Dealer. If the other RESP was established before the Plan, the Plan will be deemed to be established on the day the other RESP was established or deemed to be established. Grants received by the Plan, whether directly from a government or by way of transfer from another RESP, shall not be considered to be a Contribution to the Plan.
10. **Grants.** Mackenzie will apply for a Grant for the benefit of a Beneficiary at any time the Beneficiary is eligible for the Grant and Mackenzie is eligible to apply for the Grant, after Mackenzie receives: (a) your instructions to apply for the Grant; (b) satisfactory evidence that the Beneficiary is eligible for the Grant; and (c) any information or document that Mackenzie or a government authority may require in connection with the Grant application. A payment will be made from the Plan as a Grant repayment in circumstances required by the CESA or other applicable legislation. The Plan will comply with all relevant conditions and limitations imposed on it by the CESA or other applicable legislation in connection with the Grants.
11. **Investments.** We may accept and act on any investment instructions that we believe in good faith to be given by you or a Dealer. The assets of the 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 or such other investment as we may permit from time to time. We are not authorized to select investments for the Plan and will not assess the merits of the investments selected by you or a Dealer. In the absence of satisfactory investment instructions, cash received by us in connection with the Plan will be converted into the currency denomination of the Plan and invested in units of a money market fund managed by Mackenzie. If it is necessary for cash or other assets held in the Plan to be converted to another currency, the Trustee, its affiliate, its agent or a person engaged by it may act as principal on the Trustee's or its own behalf and not on your behalf to convert the currency at the rate established by the Trustee or it for the relevant conversion date. In addition to commissions that may be charged for this service, any revenue earned by the Trustee or other service provider based on the difference between the applicable bid/ask rates and the cost of currency will be for the account of the Trustee or the account of the other service provider.
12. **Borrowing.** The Plan may not borrow money, unless: (a) the money is borrowed for a term of 90 days or less; (b) the money is not borrowed as part of a series of loans or other transactions and repayments; (c) no assets of the Plan are used as security for the borrowed money; and (d) we consent to the borrowing.
13. **Transfers from the Plan.** All or part of the assets of the Plan will be transferred (less all proper charges) from the Plan to the issuer or agent of the issuer of another RESP provided that:
- Mackenzie received satisfactory instructions from you or a Dealer;
  - no Accumulated Income Payment has been made to you or on your behalf from the Plan; and
  - sufficient assets of the Plan may be withheld until Mackenzie determines the portion, if any, of the Grants received by the Plan that must be repaid to a governmental authority.
- If Mackenzie receives instructions to transfer less than all of the assets of the Plan, it may request instructions to transfer all the assets of the Plan and may delay the transfer until after it receives the requested instructions. If the requested instructions are not received within 30 days of request or if the issuer of the recipient RESP refuses to accept the transfer of any assets of the Plan, the Plan may, at the option of Mackenzie, be terminated. We will make an effort to provide the issuer of the other RESP with all relevant information in their possession. Mackenzie will make an effort to sell or transfer specific investments of the Plan to effect the transfer as instructed by you or a Dealer. In the absence of satisfactory instructions, Mackenzie may sell or transfer any investments of the Plan selected by it 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, the CESA, other applicable legislation and the terms and conditions of the investments of the Plan.
14. **Educational Assistance Payments.** One or more payments will be made (less all proper charges) from the Plan to or for a Beneficiary as an Educational Assistance Payment provided that Mackenzie received satisfactory instructions from you or a Dealer and at the time a payment is made:
- the Beneficiary is enrolled as a student in a Qualifying Educational Program at a Post-Secondary Educational Institution and, either: (i) was so enrolled for at least 13 consecutive weeks in the immediately previous 12-month period, or (ii) the total of the payment plus all other educational assistance payments made to or for the Beneficiary during the immediately previous 12-month period from RESPs administered by Mackenzie do not exceed \$5,000 (or a greater amount that the authority administering the CESA approves in writing with respect to the Beneficiary); or
  - the Beneficiary is at least 16 years old and is enrolled as a student in a Specified Educational Program at a Post Secondary Educational Institution and the total of the payment plus all other educational assistance payments made to or for the Beneficiary during the immediately previous 13-week period from RESPs administered by Mackenzie do not exceed \$2,500 (or a greater amount that the authority administering the CESA approves in writing with respect to the Beneficiary).
- In addition, payments will be made to or for the Beneficiary as an Educational Assistance Payment during the six month period following the time when the Beneficiary ceased to be enrolled as a student in a Qualifying Educational Program or a Specified Educational Program provided that Mackenzie received satisfactory instructions from you or a Dealer and the other requirements of this paragraph would have been satisfied had the payment been made immediately before the Beneficiary ceased to be so enrolled. Unless otherwise instructed by you or a Dealer, a payment will be made, first, out of the net accumulated income (including capital appreciation) of the Plan and, to the extent permitted or required by the CESA or other applicable legislation, Grants received by the Plan and, second, as a refund of Contributions. The amount and frequency of the payments will be subject to the limitations imposed by the Tax Act, the CESA and other applicable legislation.
15. **Refund of Contributions.** One or more payments will be made (less all proper charges) from the Plan to you or a person designated by you as a refund of Contributions provided that:
- Mackenzie received satisfactory instructions from you or a Dealer;
  - the amount of the payment together with any previous refund of Contributions does not exceed the total amount of Contributions made by you or on your behalf to the Plan; and
  - the assets remaining in the Plan have a value equal to or greater than any Grant received by the Plan that has not previously been paid from the RESP and any expenses of the Plan (including any expenses that would be incurred upon liquidation of the investment of the Plan and repayment of any Grant).
16. **Accumulated Income Payments.** One or more payments will be made (less all proper charges) from the Plan to you or on your behalf as Accumulated Income Payments provided that:
- Mackenzie received satisfactory instructions from you or a Dealer;
  - you are a Canadian resident for the purposes of the Tax Act;
  - the payment is not made jointly to, or on behalf of, more than one subscriber under the Plan;
  - any one of the following:
    - unless the CRA has waived the application of this condition in respect of the Plan, the payment is made after the 9th year following the year in which the Plan was established or deemed to be established and each individual who is or was a Beneficiary is at least 21 years old and is not entitled to an Educational Assistance Payment or is deceased;
    - the payment is made in the year the Plan must be terminated; or
    - each individual who was a Beneficiary is deceased.
- The Plan will be terminated before March of the year following the first Accumulated Income Payment.
17. **Accumulated Income Payments to the Beneficiary's RDSP.** The Subscriber and the holder of an RDSP for the Beneficiary may jointly elect in writing to have an Accumulated Income Payment under the RESP be made to the Beneficiary's RDSP, but only if, at the time the election is made the election contains the information prescribed by the Tax Act and:

- (a) the Beneficiary has a severe and prolonged mental impairment that prevents, or can reasonably be expected to prevent, the Beneficiary from enrolling in a Qualifying Educational Program at a Post-Secondary Educational Institution; or
- (b) the payment is made after the 9th year that follows the year in which the Plan was entered into and each current or former Beneficiary under the Plan has attained 21 years of age before the payment is made and is not, when the payment is made, eligible to receive an Educational Assistance Payment; or
- (c) the payment is made in the year of the Plan Termination Date.
18. **Payments to Designated Educational Institution.** One or more payments will be made (less all proper charges) from the Plan to or to a trust in favour of the Designated Educational Institution designated by you but only to the extent permitted by the Tax Act, the CESA and other applicable legislation and provided that Mackenzie received satisfactory instructions from you or a Dealer and all Beneficiaries are deceased or ineligible to receive Educational Assistance Payments.
19. **Payments from the Plan.** Before each payment is made from the Plan, you may be required to provide information and evidence satisfactory to Mackenzie confirming that the payment is permitted under this contract, the Tax Act, the CESA and other applicable legislation. The decision of Mackenzie as to whether a payment is permitted will be final and binding on you and the Beneficiaries. In the absence of satisfactory instructions from you or a Dealer, Mackenzie may sell or transfer investments of the Plan selected by it for the purpose of making a payment from the Plan and will not be liable for any resulting loss. Payments from the Plan will be made net of all proper charges including tax required to be withheld and expenses incurred by the Plan upon the sale or transfer of investments. If the 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 reasonable requirements and conditions in respect of payments from the Plan. A payment from the Plan will be deemed to have been made when: (a) a cheque payable to the recipient is mailed in a postage pre-paid envelope addressed to the recipient at the last known address for the recipient; or (b) an amount is electronically transferred to the credit of a bank account for the recipient.
20. **Termination of the Plan.** All of the assets of the Plan must be paid from the Plan in accordance with this contract on or before December 31 of the 35th year following the year in which the Plan was established or deemed to be established unless the Beneficiary has a Disability and the Plan is a specified plan, as defined under the Act, in which case the assets of the Plan must be paid from the Plan in accordance with this contract on or before December 31 of the 40th year following the year in which the Plan was established or deemed to be established. If the value of the Plan is less than \$500, we may terminate the Plan. Unless we receive satisfactory instructions from you before the termination of the Plan, the maximum amount permitted by the Tax Act and the CESA will be paid to you less all proper charges. Any assets remaining in the Plan will be paid to the Designated Educational Institution last designated by you or in the absence of a designation, to a Designated Educational Institution selected by Mackenzie.
21. **Truth of Information and Undertaking.** You warrant that all information on the Application or subsequently provided by you, a Dealer or other person to Mackenzie (whether it relates to you, a Beneficiary, a Beneficiary's parents or guardians, or another) is true and accurate and undertake to provide proof thereof if requested by us. You acknowledge that we are relying on the truth and accuracy of the information provided by you, a Dealer or other person. You undertake to provide all information and documentation relating to you, the Beneficiaries and the Beneficiaries' parents or guardians as may reasonably be requested by Mackenzie in connection with the administration of the Plan and the application for a Grant on behalf of the Plan. You undertake to notify Mackenzie of any change in the information provided by you, a Dealer or other person.
22. **Prohibition:** Except as specifically permitted under the Tax Act, no benefit, loan or indebtedness, that is conditional in any way on the existence of your Plan or other advantage within the meaning of the Tax Act 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 (including prohibited investments), payment or transfer which is or may be an advantage, an registered plan strip or a swap transaction under Part XI.01 of the Tax Act. 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 or a registered plan 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.
23. **Account and Statements.** Mackenzie will maintain an account of the Plan reflecting, with appropriate dates, Contributions and transfers to the Plan; Grants received by the Plan; the description, number and cost of the investments acquired or disposed of by the Plan; and expenses, transfers, Grant repayments and other payments from the Plan. Mackenzie will provide you with a statement of the account at least annually.
24. **Fees and Expenses.** Mackenzie may charge you or the Plan fees as published by it from time to time. Mackenzie will give you at least 30 days' notice of any change in its account fees. In addition, Mackenzie is entitled to charge the Plan fees for out-of-the-ordinary services requested by you or a Dealer in connection with the Plan and is entitled to reimbursement from the Plan for all disbursements, expenses and liabilities incurred by either of us in connection with the Plan. 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 the 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 the Plan. Mackenzie is entitled to deduct the unpaid fees, disbursements, expenses and liabilities from the assets of the Plan or 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 the Plan selected by Mackenzie. We are not responsible for any resulting loss.
25. **Tax Imposed on you or the Plan:** If the Plan becomes liable for tax, interest or penalties under the Tax Act or provincial legislation, the Trustee may sell any investment of the Plan to pay the liability. The Trustee may, but is not obliged to, sell or otherwise dispose of any investment of the Plan to avoid or minimize the imposition of tax, interest or penalties on you or the Plan.
- We will not be liable for any tax, interest or penalty imposed on you or the Plan or for any loss resulting from the disposition or failure to dispose of any investment held by the Plan.
26. **Delegation of Duties.** Each of us may appoint agents (including our affiliates) and may delegate to our agents the performance of any of our duties or responsibilities under this contract including but not limited to administrative duties such as accepting Contributions to the Plan, executing investment instructions, safekeeping the assets of the 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. Each of us may employ or engage accountants, brokers, lawyers or others and we 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. Mackenzie may pay to the Trustee, any agent, advisor, service provider or Dealer all or part of the fees received by it under the provisions of this contract and/or a fee calculated by reference to currency converted in the Plan.
27. **Indemnity.** None of us, our officers, employees and agents will be liable for and are indemnified by you and the Plan from and against all expenses, liabilities, claims, losses and demands of any nature arising out of the holding of the assets of the Plan; the dealing with the assets of the 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 the Plan in accordance with this contract, unless caused by or resulting from our dishonesty, bad faith, willful misconduct or gross negligence.
28. **Amendments.** From time to time, Mackenzie may amend this contract with the approval of the Trustee and the CRA provided that the amendment does not disqualify the Plan as an RESP under the Tax Act. Any amendment to ensure that the 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.
29. **Assignment by Subscriber.** If you are a Public Primary Caregiver, you may assign your interest in this contract to an individual or another Public Primary Caregiver who has agreed in writing to acquire your interest. If you are an individual, you may assign your interest in this contract to your spouse, common law partner, former spouse or former common law partner (as recognized by the Tax Act) following a relationship breakdown to effect a division of property pursuant to marital property legislation. An assignment will not be effective until an executed copy of the assignment has been delivered to Mackenzie. The assignor will have no rights or entitlements as subscriber under the Plan after the effective date of the assignment.
30. **Assignment by Mackenzie.** Mackenzie may assign its rights and obligations under this contract to any corporation resident in Canada, provided that the assignee corporation executes any agreement which is necessary or advisable for the purposes of assuming the rights and obligations under this contract and further provided that an assignment of this contract may not be made without prior written consent of the Trustee, which consent may not be unreasonably withheld.
31. **Successor Trustee.** The Trustee may resign and be discharged from all duties and liabilities under this contract by giving written notice to Mackenzie who is initially nominated to appoint a company as successor trustee. If the company appointed by Mackenzie does not accept the office of trustee under the Plan within 30 days' of being appointed, then Mackenzie may nominate you to appoint a successor trustee by providing notice to you. Upon acceptance of the office of trustee of the Plan, the successor trustee will be trustee of the Plan as if it had been the original declarant of the Plan and the Plan continues in full force and effect with the successor trustee. At the time of the appointment of the successor trustee, the Trustee will be relieved of all duties and liabilities under this contract. If you are unable to appoint a successor trustee who accepts the office of trustee under the Plan within 60 days' of you being nominated to appoint a successor trustee, the Plan will be terminated.
32. **Notice to you.** Any notice, request or other communication required or permitted to be given to a person 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 the person at the address provided for that person on the 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 and received by the person on the day of mailing or transmission.
33. **Notice to us.** Except as otherwise provided in this contract, 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 Mackenzie by pre-paid mail, courier, or telecopier addressed to "Mackenzie Financial Corporation" at the address for Mackenzie last provided to you. We are permitted but not obliged to accept and act on any 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 Mackenzie.
34. **Heirs, Executors and Assigns.** The terms of this contract and the trust established by this contract will be binding on your heirs, executors, administrators, permitted assigns and any person who makes Contributions to the Plan in respect of a Beneficiary following your death. The terms of this contract and the trust established by this contract will be binding on our successors and assigns.
35. **Interpretation.** Words importing the singular include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders. This contract will be constructed, administered and enforced in accordance with the laws of Canada and Ontario.
36. **Family Specimen Plan:** RESP 1005002.



## PRE-AUTHORIZED DEBIT TERMS & 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](http://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](http://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 form 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. Vous avez exigé que ce formulaire et tous les documents y afférant soient rédigés en anglais.

February 2010

## 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.
  - 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@mackenziefinancial.com](mailto:privacy@mackenziefinancial.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: 416-922-3217 or 1-800-387-0614

E-mail: [service@mackenzieinvestments.com](mailto:service@mackenzieinvestments.com)

Revised: January 2012

## 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         |              |

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