

# Investment account

- NON-REGISTERED
- RETIREMENT SAVINGS PLAN (RSP)
- LOCKED-IN RETIREMENT ACCOUNT (LIRA)



# Application for investment account



## Your investment professional

for all transactions

Dealer company's name	Dealer code	Rep. code
Investment professional's name	Phone (    )	

## Type of account

for all transactions

<input type="radio"/> New account <input type="radio"/> Additional investment to existing account	Fidelity account no.
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<b>NON-REGISTERED</b> <input type="radio"/> Single <input type="radio"/> Joint tenants with rights of survivorship (does not apply to Quebec residents) <input type="radio"/> Tenants in common	<input type="radio"/> Company (attach corporate resolution) <input type="radio"/> Trust (attach trust deed) <input type="radio"/> In Trust For (talk with your investment professional about this type of account)	<b>REGISTERED</b> <input type="radio"/> Retirement Savings Plan (RSP) <input type="radio"/> Spousal RSP <input type="radio"/> Locked-In Retirement Account (LIRA)/ Locked-in RSP (LRSP)(attach locked-in agreement and indicate legislation ..... )
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## Transfer-in information

for registered plans only

<input type="radio"/> from another RSP (T2033 attached) <input type="radio"/> from an RPP or DPSP (T2151 attached)	<input type="radio"/> from a RIF (T2033 attached) <input type="radio"/> from an existing Fidelity account # .....	<input type="radio"/> from a severance payment/retiring allowance (TD2 attached)
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## Personal information

for all transactions

<input type="radio"/> Mr. <input type="radio"/> Dr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Miss	Last name	First name	Initial
Date of birth day/month/year	SIN mandatory	<input type="radio"/> English <input type="radio"/> French	Home phone (    )
Street address	Apt/Suite	City	Province    Postal code

## Joint owner / spouse information

for joint owner (non-registered),  
In Trust For or Spousal RSP account

<input type="radio"/> Mr. <input type="radio"/> Dr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Miss	Last name	First name	Initial
Date of birth day/month/year	SIN mandatory	<input type="radio"/> English <input type="radio"/> French	Home phone (    )
Street address	Apt/Suite	City	Province    Postal code

## Your beneficiary

for registered accounts only  
optional

I revoke any previous designation of a beneficiary under my Plan, and designate the person named below as the beneficiary under the Plan, provided this person is living at the date of my death; otherwise, payment will be made to my estate. In addition, I reserve the right to revoke this designation. **Note: You may wish to seek professional advice regarding the effectiveness of this beneficiary designation under the laws applicable in your province. In certain provinces, a beneficiary designation may be made only by will, and in some cases the rights of your spouse may override a beneficiary designation. Depending on your situation, you may also wish further information on the impact of future marriages or divorces, the effect of a locked-in addendum attached to the Plan, or circumstances in which you may wish to change your beneficiary.**

Name of beneficiary (First and last name, in full)	Relationship
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## Investment selection

for all transactions  
minimum \$500 total investment

NOTE: U.S. currency funds not available for registered accounts.

Fund name	Fund code	Initial investment		Sales charge % (ISC only)	Wire order number	Distributions*		
		<input type="radio"/> \$	<input type="radio"/> %			Reinvest	Deposit†	Cheque
						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
<b>TOTAL INVESTMENT AMOUNT</b>		<b>\$</b>		* For RSP accounts, all distributions are reinvested. † Direct deposit to your bank account				

## Rebalancing foreign content

for registered accounts only

If you do not check one of the following, Fidelity, on behalf of Canada Trust Company, will automatically rebalance your account to your largest Canadian-content holding, so that it does not exceed the maximum amount allowed by the Canada Customs and Revenue Agency.

<input type="radio"/> Rebalance the foreign content equally among the Canadian-content funds held in my account.	<input type="radio"/> Rebalance the foreign content into the following Fidelity Canadian-content fund: .....
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## Systematic exchanges

optional

I authorize Fidelity to exchange funds within my Fidelity account as follows:

From Fidelity fund	Amount <input type="radio"/> Fixed \$ <input type="radio"/> # units	To Fidelity fund

Start date: day/month/year    Frequency (select one):  every 2 weeks  monthly  every 2 months  quarterly  semi-annually  annually

## Systematic plans

optional

### NOTE:

- We need 5 business days before the start date to set up or change a PAC or SWP plan.
- If SWP cheque is payable to someone other than yourself, please affix signature guarantee stamp in Your signature section.

### SYSTEMATIC PURCHASES (PAC) minimum \$50, LIRA not eligible

I authorize the financial institution indicated below to pay Fidelity from my bank account the amounts indicated below to invest in Fidelity funds as shown below. I may revoke this authorization at any time by giving my bank 10 days' written notice. If I transfer my

account to a different branch of the same institution, this authorization will still be valid. Each payment will be treated the same as if I requested it, and failure to make the payment will not give rise to any liability for the financial institution. If I rely on another party to deliver this authorization, it will be the same as if I had delivered it.

### SYSTEMATIC WITHDRAWALS (SWP) minimum \$5,000 account balance, minimum \$50, RSP and LIRA not eligible

I authorize Fidelity to make regular withdrawals from my Fidelity account as shown below.

Withdrawals are  gross  net

Start date day/month/year	Frequency (select one) <input type="radio"/> weekly <input type="radio"/> twice a month – which dates? .....				
	<input type="radio"/> monthly <input type="radio"/> every 2 months <input type="radio"/> quarterly <input type="radio"/> semi-annually <input type="radio"/> annually				
Fund name	Fund code	PAC		SWP	
		Amount	ISC Sales charge %	Amount	Payment by
		\$		\$	<input type="radio"/> direct deposit
					<input type="radio"/> cheque to you
					<input type="radio"/> other (attach details)
<b>TOTAL DOLLAR AMOUNT</b>		<b>\$</b>		<b>\$</b>	

## Banking information

for PAC, SWP and distributions

Attach void cheque here or provide banking details:

Name of financial institution			Address		
Transit number	Bank code	Your account number	Name(s) on account		

attach void cheque here

## Communications

for all transactions

- I consent to electronic delivery of Fund Annual Reports and Semi-Annual Reports. Fidelity will give me notice by e-mail if they wish to deliver any other documents electronically. I am not required to consent, and I can remove my consent at any time by calling 1(800) 263-4077. I can also receive a paper copy of the reports by calling the same number. I will check [www.fidelity.ca](http://www.fidelity.ca) for documents regularly, and I acknowledge that I can view documents in pdf format. I will tell Fidelity immediately if my

e-mail address changes. My e-mail address is:

- I want Fidelity to consolidate all mailings to my household to reduce waste. Fidelity account numbers at my household (attach details if needed):

## Your signature

for all transactions

I acknowledge that I have received a copy of the current simplified Prospectus(es) and current financial statements of the fund(s) selected and understand that these transactions are made under the terms and conditions therein. I understand that mutual funds are not insured under the Canada Deposit Insurance Corporation Act. I certify that the information provided by me on this application is complete and true in all respects. I request that this application and all documentation relating to my account or Plan be provided to me in English. Je vous prie de me faire parvenir la présente demande ainsi que toute la documentation afférente à mon compte ou à mon Régime en français.

### FOR REGISTERED ACCOUNTS

TO: The Canada Trust COMPANY (THE "TRUSTEE") – I request The Canada Trust Company to act as Trustee of my retirement savings plan (the "Plan") and to apply for registration of the Plan under the Income Tax Act (Canada) and, if applicable, any provincial income tax legislation. I acknowledge and agree to be bound by the terms and conditions set out in the Declaration of Trust set forth on the reverse side hereof and, if applicable, the LIRA Addendum which forms part of the Plan, as amended from time to time. I understand that I am solely responsible for determining the amount of contributions to the Plan that are deductible for income tax purposes.

Date day/month/year	Your signature/Annuitant's signature (for registered accounts) X	Joint applicant's signature (if applicable) X
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Accepted by Fidelity Investments Canada Limited, as agent for Canada Trust Company, Trustee.

Date day/month/year	Authorized signature 
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FUND NAME (SERIES A)	100% RSP ELIGIBLE	FOREIGN CONTENT*	CANADIAN \$ FUND CODE†	U.S. \$ FUND CODE†		
<b>Equity funds</b>						
<b>CANADIAN</b>			<b>DSC</b>	<b>ISC</b>		
Fidelity Canadian Aggressive Fund	●		0515	0215		
Fidelity Canadian Growth Company Fund	●		0565	0265		
Fidelity Canadian Large Cap Fund (formerly Fidelity Capital Builder Fund)	●		0531	0231		
Fidelity Disciplined Equity Fund	●		0524	0224		
Fidelity True North® Fund	●		0525	0225		
<b>AMERICAN</b>			<b>DSC</b>	<b>ISC</b>		
Fidelity American Opportunities Fund		●	0563	0263	0464	0764
Fidelity Growth America Fund		●	0534	0234	0421	0721
Fidelity Small Cap America Fund		●	0561	0261	0462	0762
Fidelity RSP American Opportunities Fund	●		0568	0268		
Fidelity RSP Growth America Fund	●		0542	0242		
<b>INTERNATIONAL</b>			<b>DSC</b>	<b>ISC</b>		
Fidelity Emerging Markets Portfolio Fund		●	0575	0275	0476	0776
Fidelity European Growth Fund		●	0428	0228	0538	0748
Fidelity Far East Fund		●	0537	0227	0422	0722
Fidelity International Portfolio Fund		●	0530	0230	0427	0723
Fidelity Japanese Growth Fund		●	0821	0220	0823	0720
Fidelity Latin American Growth Fund		●	0551	0251	0452	0752
Fidelity Overseas Fund		●	0570	0270	0470	0770
Fidelity RSP European Growth Fund	●		0556	0256		
Fidelity RSP Far East Fund	●		0545	0245		
Fidelity RSP International Portfolio Fund	●		0536	0236		
Fidelity RSP Japanese Growth Fund	●		0522	0222		
Fidelity RSP Overseas Fund	●		0571	0271		
<b>SECTOR</b>			<b>DSC</b>	<b>ISC</b>		
Fidelity Focus Consumer Industries Fund		●	0512	0212	0591	0291
Fidelity Focus Financial Services Fund		●	0548	0248	0588	0288
Fidelity Focus Health Care Fund		●	0599	0299	0540	0240
Fidelity Focus Natural Resources Fund		●	0577	0277	0550	0250
Fidelity Focus Technology Fund		●	0597	0297	0560	0260
Fidelity Focus Telecommunications Fund		●	0592	0292	0492	0792
Fidelity RSP Focus Financial Services Fund	●		0567	0267		
Fidelity RSP Focus Health Care Fund	●		0557	0257		
Fidelity RSP Focus Technology Fund	●		0566	0266		
Fidelity RSP Focus Telecommunications Fund	●		0593	0293		
<b>Asset allocation and balanced funds</b>						
<b>CANADIAN</b>			<b>DSC</b>	<b>ISC</b>		
Fidelity Canadian Asset Allocation Fund	●		0581	0281		
Fidelity Canadian Balanced Fund	●		0582	0282		
<b>INTERNATIONAL</b>			<b>DSC</b>	<b>ISC</b>		
Fidelity Global Asset Allocation Fund		●	0349	0249	0539	0729
Fidelity RSP Global Asset Allocation Fund	●		0552	0252		
<b>Fixed income and money market funds</b>						
<b>CANADIAN</b>			<b>DSC</b>	<b>ISC</b>		
Fidelity Canadian Bond Fund	●		0533	0233		
Fidelity Canadian Short Term Bond Fund	●		0585	0285		
Fidelity Canadian Money Market Fund	●		0535	0229		
<b>AMERICAN</b>			<b>DSC</b>	<b>ISC</b>		
Fidelity American High Yield Fund		●	0555	0255	0456	0756
Fidelity U.S. Money Market Fund		●			0472	0772

\* Your Investment Professional can help you determine and monitor the foreign content of your RSP holdings to avoid tax penalties. Amounts in excess of the allowable percentages established from time to time by the Income Tax Act (Canada) will be subject to tax penalties.

† DSC = Deferred Sales Charge ISC = Initial Sales Charge

CLASS NAME (SERIES A)	100% RSP ELIGIBLE	FOREIGN CONTENT*	CANADIAN \$ FUND CODE†	
			DSC	ISC
<b>Capital structure class</b>	<b>CANADIAN FIXED INCOME</b>		<b>DSC</b>	<b>ISC</b>
	Fidelity Canadian Short Term Income Class	●	0546	0246
<b>CANADIAN BALANCED</b>			<b>DSC</b>	<b>ISC</b>
Fidelity Canadian Balanced Class	●		0526	0226
<b>CANADIAN EQUITY</b>			<b>DSC</b>	<b>ISC</b>
Fidelity Canadian Growth Company Class	●		0554	0254
Fidelity Disciplined Equity Class	●		0596	0296
Fidelity True North® Class	●		0586	0286
<b>U.S. EQUITY</b>			<b>DSC</b>	<b>ISC</b>
Fidelity American Opportunities Class	●		0558	0258
Fidelity Growth America Class	●		0584	0284
Fidelity Small Cap America Class	●		0574	0274
<b>INTERNATIONAL EQUITY</b>			<b>DSC</b>	<b>ISC</b>
Fidelity European Growth Class	●		0598	0298
Fidelity Far East Class	●		0516	0216
Fidelity International Portfolio Class	●		0578	0278
Fidelity Japanese Growth Class	●		0514	0214
<b>SECTOR</b>			<b>DSC</b>	<b>ISC</b>
Fidelity Focus Consumer Industries Class	●		0505	0205
Fidelity Focus Financial Services Class	●		0518	0218
Fidelity Focus Health Care Class	●		0544	0244
Fidelity Focus Natural Resources Class	●		0580	0280
Fidelity Focus Technology Class	●		0590	0290
Fidelity Focus Telecommunications Class	●		0541	0241

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† DSC = Deferred Sales Charge    ISC = Initial Sales Charge

Fidelity mutual fund trusts and classes of Fidelity Capital Structure Corp. are collectively known as 'Fund(s)'.



VISIT US ONLINE AT  
[www.fidelity.ca](http://www.fidelity.ca)

CALL FIDELITY  
CLIENT SERVICES AT  
1 800 263-4077

FAX US AT  
1 800 387-8092

## Tips to help you complete this form

**Print all information clearly.** Errors can take up valuable time.

**Complete the *Personal information* section completely and carefully.** The application cannot be processed without it.

**Staple all required documents** to Fidelity's copy, including cheques.

**When completing the *Investment selection* section,**

- ♦ Copy the fund code carefully from the fund list we've provided.
- ♦ Abbreviate the fund name, eliminating the words "Fidelity" and "Fund." For example, to choose the Fidelity Canadian Growth Company Fund, simply print "Canadian Growth Company" or "Cdn Growth Co." We use this name to verify the code you have written.
- ♦ Check one circle to show whether you are using dollar amounts or percentages.
- ♦ Indicate how you would like your distributions – reinvested, sent by cheque, or deposited directly into your bank account. If you choose direct deposit, you will need to complete the section called Banking information or staple a void cheque to the form.

**To apply for a PAC plan,** complete the sections called *Systematic plans* and *Banking information*.

**The investor needs to sign the form.** The investor's signature in the section called *Your signature* applies to all information provided on the form, including the PAC agreement in the section called *Systematic plans*.

**Send the original signed form** with the initial payment to Fidelity at 483 Bay Street, Suite 200, Toronto ON M5G 2N7. The investor gets the second copy, and the investment professional gets the last copy.

**You may fax this form to Fidelity** at 1 800 387-8092, but it must be followed by the original signed form and initial payment, within 3 business days of the date it was signed.

Visit us online at

[www.fidelity.ca](http://www.fidelity.ca)

or call Fidelity Client Services at  
1 800 263-4077

or fax us at  
1 800 387-8092

Fidelity Investments Canada Limited  
483 Bay Street, Suite 200  
Toronto, Ontario M5G 2N7

**FIDELITY INVESTMENTS  
RETIREMENT SAVINGS PLAN  
DECLARATION OF TRUST**

The Canada Trust Company, a trust company incorporated under the laws of Canada and having an office in the City of Toronto in the Province of Ontario (the "Trustee"), hereby declares that it accepts the office of trustee for the planholder (the "Member") named on the reverse side of this contract (the "Application") under the Fidelity Investments Retirement Savings Plan (the "Plan") for the accumulation of mutual fund securities specified by the Member from time to time or other investments specified by the Member from time to time as are acceptable to the Trustee in its absolute discretion (the "Securities"), on the following terms and conditions.

- 1. COMPLIANCE** The Plan will at all times comply with all relevant provisions of the Act and, if applicable, the Taxation Act (Quebec) with respect to RRSPs. The Member agrees to be bound by the terms and conditions imposed on the Plan by the aforementioned legislation.
- 2. REGISTRATION** The Trustee will submit the Plan for registration in accordance with the Act, and if the Member resides in the Province of Quebec as indicated by his or her address on the Application, the Trustee will also submit the Plan for registration in accordance with the Taxation Act (Quebec).
- 3. CONTRIBUTIONS** The Trustee will accept contributions of cash or Securities. If Securities are not available for investment, the Trustee may suspend or terminate the Member's right to make further contributions to the Plan.
- 4. INVESTMENTS** The Trustee will endeavour to invest all cash contributions within five business days after receipt thereof in the Securities named on the Application or as otherwise directed by the Member in writing, at the offering price (including acquisition charges if applicable) of the Securities in effect on the date the investment is made. Cash distributions received by the Trustee in respect of Securities held in the Plan will be reinvested by the Trustee in additional Securities. The Trustee will endeavour to redeem Securities within five business days after receipt of written instructions from the Member at the redemption price for the Securities in effect on the date the redemption is executed. In making any investments for the purpose of the Plan, the Trustee will not be limited to Securities authorized by the Trust Companies Act (Canada) or other provincial legislation governing the investment of property held in trust.
- 5. MEMBER'S RESPONSIBILITY:** IT IS THE MEMBER'S RESPONSIBILITY TO ENSURE THAT SECURITIES OF THE PLAN ARE INVESTED IN COMPLIANCE WITH THE INVESTMENT RULES UNDER THE ACT RELATING TO RRSPs, INCLUDING THAT SECURITIES ARE QUALIFIED INVESTMENTS FOR THE PLAN UNDER THE ACT AND THAT INVESTMENT IN FOREIGN PROPERTY DOES NOT EXCEED LIMITS PRESCRIBED BY THE ACT. THE TRUSTEE WILL NOT BE RESPONSIBLE FOR ANY TAX PAYABLE IN RESPECT OF NON-QUALIFIED INVESTMENT, FOREIGN PROPERTY, EXCESS CONTRIBUTIONS OR PAYMENTS FROM THE PLAN, OR FOR LOSS RESULTING FROM THE SALE OR OTHER DISPOSITION OF SECURITIES OF THE PLAN. THE MEMBER ACKNOWLEDGES AND ASSUMES THE SOLE RESPONSIBILITY IN RESPECT OF THE FOREGOING.
- 6. FOREIGN PROPERTY AND NON-QUALIFIED INVESTMENTS** If the Plan becomes liable for tax, interest, or penalties under the Act or similar provincial legislation, the Member authorizes the Trustee to redeem sufficient Securities of the Plan to pay the liability.

- 7. WITHDRAWALS** The property of the Plan may not be withdrawn, transferred, assigned, or surrendered, in whole or in part, except where property of the Plan is paid or transferred:
  - (a) to the Member as a full or partial commutation of retirement income under the Plan;
  - (b) to the Member pursuant to paragraph 8 of this contract;
  - (c) to a registered pension plan, RRSP, RRIF, or life annuity pursuant to paragraph 9 or 10 of this contract;
  - (d) upon marriage breakdown pursuant to paragraph 12 of this contract;
  - (e) upon the death of the Member pursuant to paragraph 14 of this contract; or
  - (f) as otherwise permitted by the Act.

Where required by the Act, the Trustee will withhold tax from payments made from the Plan.

- 8. REFUND OF EXCESS CONTRIBUTIONS** Upon receipt of the Member's written request and, where applicable, the Member's spouse's written request, the Trustee will make a payment from the Plan to the Member or the Member's spouse, as applicable, to reduce the amount of tax otherwise payable under Part X.1 of the Act.
- 9. TRANSFERS** At any time and from time to time, the Member may direct the Trustee to transfer all or part of the property of the Plan to the issuer of a registered pension plan, RRSP, a RRIF, or a life annuity that provides for a retirement income in conformity with the Act. The Member or, where applicable, the Member's spouse must be the annuitant of the recipient plan. Upon receipt of a written direction from the Member in a form satisfactory to the Trustee and subject to the conditions imposed by this contract, the Act, and applicable provincial legislation, the Trustee will transfer the property of the Plan requested to be transferred, together with all the necessary information for the continuance of the Plan, to the issuer of the recipient plan. The Member may instruct the Trustee to sell or transfer specific Securities to effect the transfer. If the Member fails to provide the Trustee with written instructions in a form satisfactory to the Trustee, the Trustee may sell or transfer the Securities it deems appropriate, in its sole discretion, to effect the transfer. The Trustee will endeavour to effect a transfer within 30 days after receiving the Member's written direction.
- 10. MATURITY** On or before December 31 of the year in which the Member reaches age 69, or another age if required by the Act, the property of the Plan must be transferred to a RRIF or used to purchase a life annuity that conforms with the Act. If the Member does not provide written instructions to the Trustee at least 90 days before that date, the property of the Plan will be transferred on or before December 31 of that year to a RRIF selected by the Trustee in its sole discretion. The Member appoints the Trustee as its attorney to execute all documents and make elections necessary to establish the RRIF with the property of the Plan.
- 11. LIFE ANNUITY** A life annuity purchased with the property of the Plan will be paid in equal annual or more frequent amounts to the Member until a full or partial commutation and, where the commutation is partial, equal annual or more frequent periodic amounts thereafter except for adjustments which are permitted by the Act. The aggregate of the periodic payments in a year after the Member's death will not exceed the aggregate of the payments in a year before that death. If an amount becomes payable to a person other than the Member's spouse, the life annuity will be commuted.

- 12. PAYMENTS UPON MARRIAGE BREAKDOWN** To the extent and in the manner permitted by applicable law, the Trustee will make a payment or payments out of the Plan to effect a division of property, provided such payment is made pursuant to decree, order, or judgment of a competent tribunal or under a written separation agreement in the settlement of rights arising out of or on the breakdown of the Member's marriage or other conjugal relationship.
- 13. BENEFICIARY DESIGNATION** The Member may designate any person as beneficiary of the Plan, provided that the Member is domiciled in a jurisdiction which by law permits the Member to validly designate a beneficiary other than by will. The Member must make, amend, or revoke the designation by way of written notice in a form acceptable to the Trustee and delivered to the Trustee. Any designation, amendment, or revocation will be valid only from the day following its receipt by the Trustee.
- 14. PAYMENTS UPON DEATH OF THE MEMBER** Upon receipt of satisfactory evidence of the Member's death, the Trustee will pay the property of the Plan to the Member's designated beneficiary or legal representatives, as applicable. The payment from the Plan will be made after the Trustee receives such releases and other documents that it requires in its sole discretion. The payment from the Plan will be subject to the deduction of all proper charges, including income tax required to be withheld.
- 15. PROHIBITION** No advantage that is conditional on the existence of the Plan may be extended to the Member or to a person not dealing at arm's length with the Member, other than those advantages permitted under the Act and under any applicable provincial legislation. Payments made from the Plan may not be assigned in whole or in part.
- 16. PROOF OF AGE** The Member's statement of his or her age on the Application is deemed to be a certification thereof and an undertaking by the Member to provide evidence or proof thereof if requested by the Trustee.
- 17. MEMBER'S ACCOUNT** An account will be maintained by the Trustee in the name of the Member which records, where applicable, with appropriate dates, contributions to the Plan, the number and cost of the Securities and uninvested cash in the Plan, earnings and expenses of the Plan for the preceding year, withdrawals and transfers from the Plan, and the balance of the Plan.
- 18. INCOME TAX RECEIPTS** If applicable, the Trustee will provide to the Member, before March 31 of each year, any income tax statements pertaining to the Plan and required to be filed with the Member's personal income tax return for the preceding taxation year.
- 19. AMENDING THE CONTRACT** From time to time, the Trustee may in its discretion amend this contract with the concurrence of the Minister of National Revenue and, as required, provincial tax authorities, provided that an amendment to this contract does not disqualify the Plan as an RRSP. Any amendment to this contract which is necessary to ensure compliance with any legislation will be effective without further action or notice thereof by the Trustee to the Member. In any other case, the Trustee will provide the Member with at least 30 days' written notice of every amendment to this contract.
- 20. NOTICE** The Trustee will provide notice by regular mail in a postage pre-paid envelope addressed to the Member at the address indicated on the Application or such other address as the Member may provide to the Trustee in writing from time to time. Notice will be deemed to have been made on the day the notice is mailed.
- 21. TRUSTEE'S RESPONSIBILITY** The Trustee is ultimately responsible for administering the Plan in accordance with the terms of this contract and the provisions of the Act. The Trustee is entitled to exercise, in its sole discretion, the rights, powers, and privileges that otherwise could be exercised by a beneficial owner of the Securities of the Plan. The Trustee may employ or engage accountants, brokers, lawyers, and others and may rely on their advice and services. The Trustee may appoint one or more agents to perform any of its obligations under this contract. The Trustee will not be liable for the acts or omissions of any of its advisors or agents. Upon transferring property from the Plan or making a payment from the Plan, the Trustee will be discharged from all further duties and liabilities under this contract with respect to the property transferred or paid out of the Plan.
- 22. TRUSTEE'S FEES** From time to time, the Trustee may charge the Member or the Plan fees for its services and expenses. The Member authorizes the Trustee to deduct unpaid fees from the Plan and, if necessary, to redeem or dispose of sufficient Securities selected by the Trustee in its sole discretion for the payment of the Trustee's fees.
- 23. TRUSTEE RESIGNATION** If the Trustee wishes to resign as trustee of the Plan or for any reason is incapable of acting as trustee of the Plan, Fidelity Investments Canada Limited is nominated to appoint a successor trustee of the Plan. Upon acceptance of the office of trustee of the Plan, the successor trustee will be the trustee of the Plan for all purposes as if it had been the original declarant of the Plan.
- 24. DEFINITIONS** In this contract:
- (a) **Act** means the Income Tax Act (Canada);
  - (b) **RRIF** means a registered retirement income fund as defined in the Act and, where applicable, the Taxation Act (Quebec);
  - (c) **RRSP** means a registered retirement savings plan as defined in the Act and, where applicable, the Taxation Act (Quebec); and
  - (d) **spouse** means a common-law partner as defined in the Act or legally married persons.
  - (e) **Planholder, Member and Applicant** means "Annuitant" as it applies to subsection 146 (1) of the *Income Tax Act (Canada)*.
- 25. CONSTRUCTION** Subject to the compulsory application of provincial legislation, this contract will be construed, administered, and enforced in accordance with the laws of Ontario and Canada.
- 26. LIRA ADDENDUM** Where "locked-in" assets will be transferred, directly or indirectly, to the Plan in accordance with applicable pension benefits legislation, a locking-in addendum (the "LIRA Addendum") that forms part of this declaration will be provided to the Member. In the event of any inconsistency between the LIRA Addendum and this declaration, the LIRA Addendum will apply.
- 27. SPECIMEN PLAN** This contract conforms with Specimen Plan RSP 521-049.

Revised March, 2001