

Type of plan :  RSP  
 LIRA / Locked-in RSP / Restricted LSP (Attach Addendum)

**A – Plan identification**

Registration Number <b>RSP 168-066</b>	Plan <b>875 R0</b>	Transit No. <b>24000</b>	Brokerage account number
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**B - Identification of Applicant ("Annuitant")** (Please write in block letters)

<input type="checkbox"/> Ms. <input type="checkbox"/> Mr.	Last name and first name	Social insurance No	
Street address		Date of birth (y-m-d)	Date of contract (y-m-d)
City		Telephone No. (Home)	
Province	Postal code	Telephone No. (Business)	
The plan will receive contributions from : <input type="checkbox"/> the annuitant only <input type="checkbox"/> the spouse or common-law partner (that will be made in the new plan or that have been made in a plan that is transferred in the new plan) ( <i>complete section C</i> ) When a plan receives a contribution made by the annuitant's spouse or common-law partner, the plan becomes a "spousal or common-law partner plan". Amounts withdrawn out of the spousal or common-law partner plan may be subject to the special attribution rules.			

**C - Identification of contributing spouse or common-law partner** (To be completed if applicable)

<input type="checkbox"/> Ms. <input type="checkbox"/> Mr.	Last name and first name		
Social insurance No	Date of birth (y-m-d)	Telephone No. (Business)	

Signature of contributing spouse or common-law partner: X \_\_\_\_\_

**D - Designation of Beneficiary (Not available in Quebec)**

<b>Would you like to name a beneficiary for the proceeds of your Plan/Fund?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No Caution: In certain provinces a beneficiary designation or any revocation thereof may be made only by will. In addition, in some cases, the rights of the Annuitant's spouse or common-law partner may override such beneficiary designation. Also, your beneficiary designation may not automatically change as a result of your future marriage or marriage breakdown; you need to complete a new designation for this purpose. It is your sole responsibility to ensure that the beneficiary designation is effective and is changed when appropriate. I designate the person named below as my beneficiary under the Plan and hereby revoke all prior designations. Should the below named beneficiary predecease me, all proceeds will be paid to my estate.			
Surname	First Name	Relationship (if any)	Share %
Surname	First Name	Relationship (if any)	Share %
Surname	First Name	Relationship (if any)	Share %

I, the undersigned, hereby apply for a Desjardins Securities Inc. Self-directed Retirement Savings Plan in accordance with the terms of the Declaration of Trust on reverse, which I declare having read and accept the conditions thereof.

 I expressly authorize **DESJARDINS TRUST INC.** to delegate to a broker the performance of clerical, administrative and other duties hereunder. I also request that the Issuer register the Plan under the Income Tax Act (Canada) and, if applicable, any provincial income tax legislation.

For the purposes hereof, the term "Broker" shall mean: (tick one box only)

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- Desjardins Securities Inc.
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- Disnat Online Brokerage, a division of Desjardins Securities Inc.

I declare that the information given above with respect to my date of birth is exact and undertake to furnish all additional information which may be required with respect to the registration and administration of the Plan.

I read the Contract rules included in the Declaration of Trust on the reverse side of this form and I accept all of its conditions.

I acknowledge that the benefits payable under the Plan shall constitute, in whole or in part, taxable income under the Income Tax Act (Canada).

I hereby remit to you the following initial premium \$ \_\_\_\_\_ .

 Signed at \_\_\_\_\_, on \_\_\_\_\_ X \_\_\_\_\_  
Signature of Annuitant

This application has been accepted by \_\_\_\_\_, in accordance with the terms of the contract on the reverse side.

 \_\_\_\_\_ X \_\_\_\_\_  
Date
Authorized signature of Desjardins Securities Inc.,  
Agent for Desjardins Trust Inc.

## SELF-DIRECTED RETIREMENT SAVINGS PLAN Declaration of Trust

**Desjardins Trust Inc.** (the "Issuer") a legally incorporated corporation having its head office in Montréal, Province of Québec, hereby declares that it accepts the office of trustee for the person (the "Annuitant") named in the application form for a Desjardins Securities Inc. Self-directed Retirement Savings Plan (the "Plan") under the terms and conditions hereunder. Without diminishing from the ultimate responsibility of the Issuer for the administration of the Plan, the Broker (the "Agent") hereby declares that it accepts its appointment as Agent of the Issuer for the limited purposes of the performance of clerical, administrative and other duties hereunder.

**1. Trust Funds** – The Issuer shall accept such payments of cash and other transfers of property acceptable to it as may be made by the Annuitant or the Annuitant spouse, from time to time, the same together with any income therefrom (including capital gain) constituting a Trust Fund (the "Fund") to be used, invested and held by the Issuer subject to the terms of this Declaration.

**2. Terms** – Terms used herein which are defined in section 146 of the *Income Tax Act* (Canada) or elsewhere in that Act shall have the meanings herein which are assigned to the therein unless the context otherwise suggests or requires.

**3. Investments** – The fund shall be invested and reinvested by the Issuer, on the direction of the Annuitant or his duly appointed agent, in such investments as are only qualified investments for trusts governed by registered retirement savings plans under the provisions of any applicable income tax legislation, without being limited to investments authorized by law for trustees.

The Issuer may, but need not, require any such direction to be in writing and provided further that in the absence of a direction from the Annuitant of his duly appointed agent, as to the investment of any cash or other property forming part of the Fund at any time, the Issuer may leave such cash or other property uninvested in which event such uninvested cash of other property to the credit of the Annuitant's account may be dealt with the Issuer (until investment or reinvestment pursuant to the terms hereof) and shall bear interest at a rate determined by the Issuer from time to time. (Cash forming part of the fund at any time is

not evidence of a deposit within the meaning of the Canada Deposit Insurance Corporation Act). In carrying out the Annuitant's investment directions or that of his duly appointed agent, the Issuer will act in accordance with the rules, regulations and customs of the exchange or

market where the transaction occurs. The Issuer shall not be obliged to act upon the instructions of the Annuitant or his duly appointed agent, and to make a particular investment, unless a proposed investment and related documentation complies with the Issuer's requirements for making the particular investment, which may be modified from time to time. The Issuer

shall not be liable for the purchase, retention or sale of any investment reinvestment that the Issuer undertakes on behalf of the Fund nor any loss or diminution of the Annuitant's investments, except due to the negligence, willful misconduct or lack of good faith of the Issuer. Furthermore, the Issuer shall not be liable for losses or damages, whether direct or indirect,

due to the Issuer's failure to forward to the Annuitant any information received by the Issuer concerning investments. The Issuer shall not be responsible for ascertaining whether any investment made on the direction of the Annuitant or his duly appointed agent is or remains a qualified investment, or for any tax, penalty or interest thereon payable by the Annuitant in respect of any nonqualified investment or for any loss resulting from the sale or other disposition of any investment forming part of the Fund. No advantage other than those contained in paragraph 146(2)(c.4) of the *Income Tax Act* (Canada) that is conditional in any way on the existence of the Plan may be extended to the Annuitant, his/her spouse, or any person with whom he does not deal at arm's length, or any member of the family of any person with whom he does not deal at arms length.

**4. Annuitant's Age** – The Annuitant's age appearing on the application form shall be deemed to be a certification by the Annuitant and the Annuitant hereby undertakes to provide any further proof of such age as may be required at the date chosen by the Annuitant for provision of the retirement income at maturity of his/her Plan ("Maturity Date").

**5. Retirement Income** – Subject to paragraphs 6 and 10 hereof, the whole of the Plan shall be invested, used and applied by the Issuer for the purpose of providing a retirement income hereinafter described. The retirement income may not be assigned, either in whole or in part. The Maturity Date shall be a date designated in writing by the Annuitant which shall not be after the end of the year which the Annuitant attains the age limit as provided in the *Income Tax Act* (Canada). The Annuitant shall instruct the Issuer in writing as least 90 days prior to the Maturity Date either.

a) to amend the Plan in order to permit the transfer of the assets to a registered retirement income fund specified by the Annuitant; or

b) to convert the Plan to cash and apply such cash to the purchase of:

04/2011 i) an annuity commencing at the Maturity Date payable to the Annuitant for a term of years equal to ninety (90) minus either the age in whole years of the Annuitant at the maturity of the Plan, or where the Annuitant's spouse is younger than the Annuitant and the Annuitant so elects the age in whole years of the Annuitant's spouse at the Maturity Date.

The Annuity shall be issued by a person selected by the Annuitant who is licensed or otherwise authorized under the laws of Canada or a Province to carry on in Canada an annuities business.

Any annuity so purchased shall pay equal annual or more frequent periodic amounts until there is payment in full or partial commutation of the annuity and, where such commutation is partial, equal annual or more frequent periodic payments thereafter. Any such payment in full or partial commutation of an annuity shall be made to the Annuitant – or after his death the Annuitant's spouse. The aggregate of the periodic payments in a year under an annuity after the death of the Annuitant shall not exceed the aggregate of the payments under the annuity in the year before the death. The periodic payments under the annuity may be payable in accordance with paragraph 146(3)(b) of the *Income Tax Act* (Canada) and the corresponding provision of any applicable provincial tax legislation. Such annuity shall provide commutation if such annuity would otherwise become payable to a person other than the spouse of the Annuitant on or after the death of the Annuitant. It shall be the responsibility of the Annuitant to select the form and issuer of any annuity to be purchased by the Issuer with the assets of his Plan and to ensure that such annuity and the issuer thereof meet the requirements of the *Income Tax Act* (Canada) and any applicable provincial legislation.

Where the Annuitant fails to instruct the Issuer in writing at least thirty (30) days (or such shorter period as the Issuer may permit in its discretion) prior to December 31 in the year that the Annuitant attains the age limit as provided in the *Income Tax Act* (Canada) to either purchase an Annuity or to amend the Plan to transfer the assets of the Plan to a registered retirement income fund, as hereinbefore provided the proceeds of the Plan shall be included in the taxable income of the Annuitant as of January 1st of the year following the year in which the Annuitant attains age the age limit as provided in the *Income Tax Act* (Canada) and such proceeds shall, subject to any required withholding taxes, be remitted to the Annuitant as soon as practicable following 1st of January in such year.

**6. Payment Prior to Maturity** – Subject to such reasonable requirements as the Issuer may impose, the Annuitant may at any time prior to the Maturity Date request in writing that the Issuer make a payment to the Annuitant out of the Plan. In no event shall such payment exceed the value of the assets of the Plan immediately before the time of payment.

**7. Contributions** – The Issuer shall, on written application made by the Annuitant, repay the Annuitant from the proceeds of the disposal of the assets of the Account such amount as is required to reduce the tax that would otherwise be payable under Part X.1 of the *Income Tax Act* (Canada). However, it is the responsibility of the Annuitant to ensure that the amount of his/her contributions does not exceed the maximum permitted deduction under applicable tax legislation.

The Issuer shall not be required to verify the total amount of contributions made by the Annuitant and the Annuitant shall assume full responsibility for any tax consequences resulting from the provisions of Part X.1 of the *Income Tax Act* (Canada) or from the realization of all of the assets under the Plan, including any penalty charged in the event or redemption prior to maturity and any loss suffered by the Annuitant.

**8. Income Tax Receipts** – No later than March 31 in each year, the Issuer will furnish the Annuitant or the Annuitant's spouse with a receipt showing premiums paid by the Annuitant or the Annuitant's spouse in respect of the previous year.

**9. Designated Beneficiary** – The Annuitant, if domiciled in a jurisdiction designated by the Issuer as one in which an Annuitant in a retirement savings plan may validly designate a beneficiary other than by will, may by instrument in writing in a form prescribed by the Issuer and delivered to the Issuer prior to the death of the Annuitant, designate a person to be entitled to receive the Annuitant's share in the Fund on the death of the Annuitant. Such person shall be deemed to be the designated beneficiary of the Annuitant of the purposes of this Plan unless such person shall predeceased the Annuitant or unless the Annuitant shall by instrument in writing in a form prescribed by the Issuer and delivered to the Issuer prior to the death of the Annuitant, revoke such designation.

**10. Death of Annuitant** – In the event of the death of the Annuitant prior to the purchase of a retirement income, the Issuer shall, upon the request of the Annuitant's legal personal representatives distribute all property in the Fund subject to the deduction of all proper charges, including income tax, if any, required to be withheld, for payment in a lump sum to the legal personal representatives of the Annuitant, upon such representatives furnishing the Issuer with such releases and other documents as may be required or as counsel may advise, unless there is a validly designated beneficiary of the Annuitant as provided for, in paragraph 9, in which case the property shall be distributed for payment in a lump sum to such designated beneficiary upon receipt of such releases and other documents as may be required or as counsel may advise.

Notwithstanding any of the above, the Issuer shall be entitled to realize the interest of the Annuitant in the Fund to the extent necessary to pay all proper charges, including income taxes, if any, unless proper provisions for the payment thereof and made to the Issuer's satisfaction by Annuitant's legal, personal representatives of a validly designated beneficiary of the Annuitant.

**11. Issuer Fees** – The Issuer shall be entitled to receive and be paid out of

the Fund all costs and charges incurred in connection with the Fund, including without limitation, any taxes paid by the Issuer in respect of non-qualified investments and penalties and interest in which the Fund may become liable for any reasons, and to be paid for its services as Issuer in each year of such reasonable fees as shall, from time to time, be established by the Issuer, the Issuer may sell otherwise dispose of all the property at any time forming part of the Fund and for such price as it may think proper for these purposes but only to the extent of such indebtedness. The Annuitant shall be liable to the Issuer for all such costs, charges and fees to the extent that the Fund is not sufficient to cover the same.

**12. Notices** – Any notice given by the Issuer to the Annuitant shall be sufficiently given if mailed, postage prepaid to the Annuitant at his/her address set out in the application for the Plan or at any such subsequent address of which the Annuitant shall have notified the Issuer, and any such notice shall be deemed given on the second business day following the day of mailing.

**13. Successors** – The terms of this trust shall be binding upon the heirs, executors, administrators and assigns of the Annuitant and upon the successors and assigns of the Issuer.

**14. Successor issuer** – The Issuer may resign its trust and be discharged from all further duties and liabilities hereunder upon three (3) months' notice in writing to the Annuitant or such shorter notice as the Annuitant shall accept as sufficient.

The Issuer may appoint as its successor hereunder, any corporation qualified to act as such pursuant to the *Income Tax Act* (Canada) and, if applicable, any provincial income tax act. The appointment of such corporation as the successor issuer hereunder shall become effective on the date specified in the document of appointment by which such a successor issuer is appointed a successor issuer and accepts such position, which date shall not be more than sixty (60) days following the giving or written notice thereof to each Annuitant. On the effective date of such appointment the Issuer shall transfer to the successor Issuer the entire Fund together with such information and records pertaining thereto as will permit the successor issuer to effectively continue the administration thereof and the registration thereof pursuant to the *Income Tax Act* (Canada) and, if applicable, any provincial income tax act. As and upon the effective date of such appointment, the successor issuer shall assume all the duties and liabilities of the Issuer hereunder and the Issuer shall be deemed to be discharged from all further duties and liabilities as Issuer hereunder.

The Annuitant in like manner may terminate the services of the Issuer and may appoint a new issuer who shall be acceptable under the provisions of the *Income Tax Act* (Canada) and, if applicable, any provincial income tax act as amended. In the event of the change of issuer, the Issuer shall transfer the Fund to the new issuer within three (3) months, after being notified in writing by the Annuitant of the change of issuer.

**15. Amendments** – The terms of this Declaration shall be amended by the Issuer from time to time, without notice to the Annuitant in order that the Fund complies with the provisions of the *Income Tax Act* (Canada) and any applicable provincial income tax legislation. In addition, the terms of this Declaration may be revised or amended or a new contract substituted therefore, at the option of the Issuer, provided, however, that the contract as revised or amended or the new contract substituted therefore, as the case may be, shall be acceptable for registration under the provisions of the *Income Tax Act* (Canada) and of any applicable provincial income tax legislation.

It is expressly agreed between the parties hereto that if one (1) or several of the provisions contained herein is or are null or declared to be null, this Declaration shall nevertheless remain in full force and effect and only the provision(s) which is (are) null or declared to be null shall be considered as non-existent for the purposes hereof.

**16. Limitation on the Liability of the Issuer** – The Issuer shall only be accountable for reasonable diligence in the management of the trust and shall not be answerable for any act, matter or thing done in connection therewith except willful negligence or fraud knowingly committed. Without diminishing from the ultimate responsibility of the Issuer, the Issuer may delegate to other persons the performance of clerical, administrative and other duties hereunder, and to the extent duties are so delegated, the Issuer shall be absolutely released and discharged from the performance of such duties. The Issuer may pay to any person to whom it delegates as aforesaid, all or any part of its fee hereunder.

**17. Governing Law** – The terms of the Trust shall be governed by the laws of the Province of Quebec and by the provisions of the *Income Tax Act* (Canada) and any applicable provincial income tax legislation.

DESJARDINS TRUST INC.  
RSP 168-066  
November 29, 2007