Aviso Financial Inc.



Retirement income fund application

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-	Client No.		Account No.				
☐ RLIF – Restri	come Fund* cted Locked In Life Income Fund (Federal)* d-in Retirement Income Fund*		- Retirement Income Fund - - Retirement Income Fund** (funds transferred from a S ase complete section 3 **Please con	- Spousal Plan pousal RRSP)			
1. Annuitant information							
Last Name	(Please complete a Mr.	Ms. Dr. Mtre	First Name & Initials				
Address Civic No.	Street		Apt.				
City	Province Postal Code						
S.I.N.	Birtl	h Date	MM / DD / YYYY Language:	☐ French ☐ English			
Home Phone	Cellular Phone	E	Business Phone				
2. Complete this section for spousal RIF							
Last Name	Mr. M	ls. Dr. Mtre	First Name & Initial				
S.I.N.		h Date	MM / DD / YYYY				
3. Locked-in supplement made pursuant to the following governing pension law.							
(CHECK ONE) Complete this section for a FRV, FRVR and FRRI, attaching the required addenda and the spouse's consent if required. (See table in Section 7 of this form.)							
☐ Federal ☐ Ontario ☐ Quebec ☐ Other:							
Pension Source and Amount of funds							
The commuted value of the pension benefit to be transferred into the fund was was not determined on a basis that differentiated or was varied on the basis of the sex of the Annuitant.							
Please note: Province of Alberta, Quebec and Newfoundland do not differentiate on the basis of the sex of the Annuitant.							
(NOT A)	4. Successor Annuitant / Ber	neficiary Design	nation				
(NOT AVAILABLE IN QUEBEC- ONLY IN PROVINCES AND TERRITORIES WHERE PERMITTED BY LAW) Successor Annuitant (RIF accounts only; not available for locked-in accounts): I hereby revoke any previous designations made by me for this account and I designate my spouse or common-law partner named below, if then living, as the Successor Annuitant of this account upon my death.							
Last Name	Mr. M	Ms. Dr. Mtre	First Name & Initials				
S.I.N.							
Beneficiary Designation: I hereby revoke any previous designations made by me for this account and I designate the person named below, if then living, as beneficiary of the proceeds payable under this account in the event of my death. If a designated beneficiary is not living at my death, any amount that would have otherwise been payable from this account to the deceased beneficiary shall be paid to my estate. I am solely responsible for ensuring that this designation of beneficiary is legally valid.							
Caution: In some jurisdictions, your designation of beneficiary by means of this form will not be revoked or changed automatically by any future marriage or divorce. If you are making a beneficiary designation below, this form must be signed by the account owner. A beneficiary designation purported to be made pursuant to a Power of Attorney may be invalid and can only be done in very limited circumstances. If you are seeking to designate a beneficiary on behalf of an adult, contact your lawyer for advice. Successor Holder and Beneficiary designations by way of this form are not available for residents of Quebec.							
☐ My estate ☐ Beneficiary Designation Number of Beneficiaries:							
Last Name	First Name & Initials	R	elationship to You	Percentage			

5. Choice of age used for the calculation of the minimum annual amount NOTE: No Minimum amount is established in the year the plan is initiated. Any withdrawals in the first year are therefore subject to withholding tax. LIF/LRIF Minimum payments can be based on Spouse's age for all Provinces EXCEPT for New Brunswick. The annuitant can use the age of the spouse only if the spouse is younger. Maximum Payments must be calculated using the Annuitant's age. Determination of age Payment to be made using the birthdate of the annuitant ☐ Payment to be made using the birthdate of your spouse (If elected, complete spousal information) Spouse's S.I.N. Spouse's date of birth MM / DD / YYYY Spouse's name TO: CANADIAN WESTERN TRUST COMPANY I hereby apply for a Aviso Financial Inc. Retirement Income Fund in accordance with the Declaration of Trust set out on the reverse side hereof. By signing below, I have agreed that: 1. have read, understood and agree to be bound by the terms and conditions of the Declaration of Trust. 2. I declare that the information given in this Application is true, correct and complete. 3. I request that the Trustee apply for registration of the Fund as a Registered Retirement Income Fund under the provisions of the Income Tax Act of Canada and any similar Legislation in my province of residence designated above. 4. I understand that any benefits received by me under the Fund may be subject to tax under said Income Tax Act. 5. I certify that all of the investments and properties to become assets of the Retirement Income Fund are being transferred to it pursuant to the provisions of Section 2 in the Declaration of Trust, as outlined on the reverse side hereof. 6. I will furnish proof of age and age of spouse if and when requested by Canadian Western Trust Company. 7. The Trustee and the Agent have no obligation to give me investment advice in connection with the purchase, retention or sale of any investment. 8. I am responsible for determining the eligibility of each investment under the provisions of the applicable tax legislation and further acknowledge that I am aware of the tax consequences of a Retirement Income Fund holding investments, which do not qualify under such legislation. 9. I acknowledge that the Trustee may amend its fee schedule from time to time, upon thirty (30) days written notice. Professionals' Financial - Private Management (fdp) may access my personal information (PI) in order to get to know me better, meet my needs and provide me with the best possible services and client experience. If I do not wish to authorize this access, I understand that I may write to: rprp@fdpgp.ca. I may at any time request access to my PI, rectify my PI, withdraw my consent where permitted, ask fdp questions about how my PI is handled or file a complaint about the handling of my PI by writing to: rprp@fdpgp.ca. Signature of Annuitant Date (mm/dd/yyyy). 7. To Be Completed by the Advisor

Spousal consent requirement							
Federal	British Columbia	Alberta	Saskatchewan	Manitoba			
Spousal consent not required	Spouse's consent to transfer to a LIF (Form 3)	Spousal consent (Form 10 FRSP0010)	Spousal Consent (Form 1)	LIF: Form 5A - Spousal consent PRIF: Spousal consent required MB Form 4 - Consent to a one-time transfer to a PRIF			
Ontario	Quebec	New Brunswick	Nova Scotia	Newfounland and Labrador			
Spousal consent required: it is part of the addendum.	Spousal consent not required	Spousal consent not required	Spousal consent required: it is part of the addendum.	Spousal consent (Form 3)			

Advisor Signature

Advisor Code

Advisor Name

Authorized Signature (Accepted on behalf of the Trustee by its Agent)

Date (mm/dd/yyyy)

Declaration of trust

We, Canadian Western Trust Company a trust company existing under the laws of Canada, hereby declare that we will act as trustee for you, the annuitant named in the application to which this declaration is attached, for the Aviso Financial Inc. Retirement Income Fund (the "Fund") upon the following terms:

Definitions: In this declaration, in addition to terms defined elsewhere herein,

"Act" means the Income Tax Act (Canada);

"Agent" refers to the company named in paragraph 11;

"applicable legislation" means all provincial and federal legislation governing the Fund, the Fund Assets and the parties hereto including, without limitation, privacy and securities legislation. Any reference to applicable legislation shall be deemed to include all such statutes and any regulations, policies, rules, orders or other provisions thereunder, all as may be amended, re-enacted or replaced from time to time;

"common-law partner" has the meaning set forth in the Act:

"Retirement Income" has the meaning set forth in the Act;

"RRIF" means a registered retirement income fund, as defined in the Act:

"RRSP" means a registered retirement savings plan, as defined in the Act;

"Securities Regulator" means the government department, agency, board or commission, or selfregulatory organization which regulates the sale of Securities in the applicable jurisdiction.

"spouse" means a spouse for the purposes of the Tax Laws;

"Tax Laws" means the Act and any applicable tax legislation of your province of residence, as recorded in your application;

"We", "us" and "our" refer to Canadian Western Trust Company;

"You", "your" and "yours" refer to the person who has signed the application and will be the owner of the Fund (under the Act, known as the "annuitant" of the Fund) and, after your death, your spouse or commonlaw partner if they become the successor annuitant of the Fund as described in paragraph 6 hereof.

- Registration: We will apply for registration of the Fund in accordance with the Act. The purpose of the Fund is to provide you with a Retirement Income in accordance with the Act.
- Acceptance of property into the fund: We will accept into the Fund only cash and other property
 that is transferred in accordance with the Tax Laws, from:

 a. an RRSP or RRIF under which you are the annuitant;

b. you, to the extent only that the property was an amount described in subparagraph 60(1)(v) of the Act (including refunds of premiums from a deceased person's RRSP where he or she was your spouse or common-law partner, or you were dependent upon him or her by reason of physical or mental infirmity);

c. an RRSP or RRIF under which your spouse, former spouse, common-law partner or former commonlaw partner, from whom you are living separate and apart, is the annuitant and the transfer is made pursuant to a decree, order or judgment of a competent tribunal, or a written separation agreement, relating to a division of property in settlement of rights arising out of your marriage or common-law partnership, or after the breakdown of such marriage or partnership;

d. a registered pension plan of which you are a member (as defined in subsection 147.1(1) of the Act), or a registered pension plan in accordance with subsection 147.3(5) or (7) of the Act; or

e. a specified pension plan in circumstances to which subsection 146(21) of the Act applies

We will hold this property and any investments, income or gains therefrom (the "Fund Assets") in trust, to be held, invested and used according to the terms of this declaration and the Tax Laws.

If locked-in Fund Assets are transferred to the Fund in accordance with applicable provincial or federal pension legislation, the additional provisions contained in the Life Income Fund ("LIF") or Locked-In.

Retirement Income Fund ("LRIF") addendum (the "Addendum") to this Declaration of Trust will form part of this Declaration of Trust and will govern the Fund Assets. In the event of any inconsistencies between the Addendum and Declaration of Trust, the provisions of the Addendum will govern.

Investments: We will hold, invest and sell the Fund Assets according to your instructions. We may require any instructions to be in writing. We will pay interest on any cash balances at such rate and credited at such time as we in our sole discretion determine.

Investments will not be limited to those authorized by law for trustees. However, it will be your responsibility to determine whether an investment is or remains a "qualified investment" for RRIFs pursuant to the Tax Laws. The Fund will bear any taxes, penalties or related interest imposed under the Tax Laws (other than those taxes, penalties and interest that the Trustee is liable for and that can't be paid out of the property of the Fund). If the Fund Assets are insufficient to pay any taxes, penalties or related interest incurred, or if taxes, penalties or related interest are imposed after the Fund has ceased, you must pay or reimburse us directly for any such taxes, penalties or related interest.

You may, by way of a duly executed power of attorney in a form acceptable to us, appoint an agent to give investment instructions. You release us from any claim or liability when acting upon the instructions of such agent.

Notwithstanding anything in this declaration, we may decline to accept any particular transferred property or to make any particular investment, in our sole discretion or for any reason, including if it does not comply with our administrative requirements or policies in place from time to time. We may also need you to provide special supporting documentation as a condition to our making certain investments for the Fund.

We will not be responsible for any loss resulting from the sale or other disposition of any investment forming part of the Fund Assets.

- 4. Your account and statements: We will maintain an account in your name showing all Fund Assets, all investment transactions and all payments from the Fund. At least once each year we will send you an account statement showing these transactions, including income earned and expenses incurred during such period. We will also send you by the end of February in each year a tax information slip showing the total amount of all payments made to you from the Fund during the preceding calendar year to enable you to report this amount on your income tax return.
- 5. Management and ownership: We may hold any investment in our own name, in the name of our nominee or agent, in bearer form or in such other name or form, or with any such custodian, clearing corporation or depository, as we may determine. We may generally exercise the power of an owner

with respect to the Fund Assets, including the right to vote or give proxies to vote in respect thereof, or to sell assets to pay any taxes, assessments or charges in connection with the Fund (other than those taxes, assessments and charges that the Trustee is liable for under the Act and that can't be paid out of the property of the Fund). However, you may request us to arrange for you to be able to exercise such voting rights, whereupon if we have been given sufficient time, we will make such arrangements.

In exercising our rights and carrying out our responsibilities hereunder, we may employ agents and advisors, including legal counsel, and may act or not act on the advice or information of any such agent or advisor.

6. Payments: Each calendar year, we will make one or more payments to you, totalling not less than the minimum amount as defined in subsection 146.3(1) of the Act. No payment will be for an amount exceeding the value of the Fund Assets immediately before such payment. The minimum amount for the year in which the Fund is established is zero, meaning you do not have to take payments if you do not want to. We will make payments to you in the amounts and at the times you direct us, as set out in your application form or in other acceptable directions, and you may change these directions. You may direct us to make payments which exceed the minimum amount for the year, in which case we must withhold tax from the excess. If you do not specify the amount to be paid or if the amount you specify is less than the minimum amount for a year, we will make payment(s) to you equalling at least the minimum amount. At the end of the year in which the last payment is made, an amount equal to the value of the Fund Assets must be paid out.

You may elect to have the minimum amount determined using your spouse's or common-law partner's age. To do so, you must complete the appropriate area on the application form before we make any payment to you out of the Fund.

It is solely your responsibility to ensure that there is sufficient cash in the Fund to make these payments.

We will not be required to make any such payment in specie. If any Fund Assets must be sold to provide the required cash and we do not have your instructions as to which to sell, we will sell any of the Fund Assets that we, in our sole discretion, consider appropriate. We will not be liable for any loss that results from a sale.

No payment from the Fund may be assigned, in whole or in part.

We will not make any payments other than those described in paragraphs 6, 7 and 9 of this declaration

However, before making any such payment, we may charge against the Fund the amount of any taxes, penalties, interest, fees and expenses that are payable hereunder, under the Tax Laws or under other applicable legislation.

- 7. Transfers (On Relationship Breakdown or Otherwise): Subject to any reasonable requirements we impose, you may direct us in writing to transfer all or part of the Fund Assets (net of any costs of realizations and of any property we must retain under the Tax Laws to ensure that the minimum amount may be paid to you in that year) to:
 - a. an RRIF under which you are the annuitant; or

b. an RRSP or RRIF under which your spouse, former spouse, common-law partner or former commonlaw partner, from whom you are living separate and apart, is the annuitant and the transfer is made pursuant to a decree, order or judgment of a competent tribunal, or a written separation agreement, relating to a division of property in settlement of rights arising out of your marriage or common-law partnership, or after the breakdown of such marriage or partnership.

Such transfers will take effect in accordance with the Tax Laws and any other applicable legislation and within a reasonable time after any required forms have been completed. If the transfer is to another RRIF under which you are the annuitant, we will also transfer all information necessary for the continuance of the Fund. If only a portion of the Fund Assets is being transferred under this paragraph, you may specify in writing which Fund Assets you wish us to transfer or sell; otherwise, we will transfer or sell the Fund Assets that we deem appropriate. No transfer will be made until all fees, charges and taxes have been paid. We will be discharged from all further duties and liabilities in respect of any Fund Assets so transferred.

- 8. Designation of succesor annuitant / beneficiary: Where effective under applicable legislation, you may designate one or more beneficiaries to receive an amount or amounts out of the Fund after your death, in accordance with one of the following:
 - a. Successor Annuitant: You may at any time elect that your spouse or common-law partner receive the payments under paragraph 6 after your death. (A successor annuitant cannot make this designation.) If you have not made this election, we may agree to make such payments to your spouse or commonlaw partner after your death, if your legal personal representative requests this; or

b. Beneficiary of Lump Sum: You may designate one or more beneficiary(ies) to receive the Fund Assets or the proceeds thereof, less any applicable taxes and any fees or expenses payable under this declaration, in a lump sum payment.

You may make, change or revoke any such beneficiary designations by completing, dating and signing the form we provide or any other form appropriate for this purpose and ensuring we receive it before we pay out the Fund under paragraph 9. If more than one form has been received by us, we will act on the one with the latest signature date.

Death: In the event of your death, if you had not elected that your spouse or common-law partner become successor annuitant in accordance with paragraph 8(a) above (or you had so elected but your spouse or common-law partner predeceased you), we will, upon receipt of satisfactory evidence of your death and all other documents we may require, transfer the Fund Assets, or sell them and payout the proceeds, to any other beneficiary(ies) designated in accordance with paragraph 8 above. If you had not designated a beneficiary or if such beneficiary(ies) die before you, we will make such transfer or payment to your legal personal representative. Deductions will be made for all fees, costs, charges and taxes to be paid or withheld (other than those taxes the Trustee is liable for under the Act and that can't be paid out of the property of the Fund). We will be fully discharged once we make such transfers or payments, even though any beneficiary designation made by you may be invalid as a testamentary instrument. We will not be liable for any loss caused by any delay in making any such transfer or payment.

Declaration of trust

- 10. Proof of age: Your statement of your date of birth in your application will be deemed to be a certification of your age and your undertaking to provide any further evidence or proof of age that may be required for the purpose of calculating your Retirement Income.
- 11. Delegation: You authorize us to delegate to Aviso Financial Inc. (the "Agent") the performance of certain of our duties, including the following:
 - a. receiving transfers of cash and other property into the Fund and accepting on our behalf your application;
 - b. registering the Fund with the Canada Revenue Agency;
 - c. investing the Fund Assets in accordance with this declaration;
 - d. holding the Fund Assets in safekeeping, in its name or in the name of its nominee or custodian;
 - e. maintaining your account and providing you with statements and notices;
 - f. receiving and implementing your notices and instructions;
 - g. collecting fees and expenses from you or the Fund;
 - h. filing any elections permitted under the Tax Laws as directed by you or your personal representatives;
 - i. issuing tax information slips and preparing and filing tax returns or forms relating to the Fund;
 - j. withdrawing or transferring Fund Assets in accordance with your instructions or for the purpose of making payments to you, any government authority or any other person entitled to same under the Fund, the Tax Laws or other applicable legislation;

and any other duties relating to the Fund as we may determine appropriate from time to time. We, however, will bear ultimate responsibility for the administration of the Fund in accordance with this declaration and the Tax Laws.

You acknowledge that we may pay the Agent all or any portion of our fees hereunder and reimburse it for its out-of-pocket expenses in performing its delegated duties. You also acknowledge that the Agent will earn normal brokerage commissions on investment transactions processed by it. You acknowledge and agree that all protections, limitations of liability and indemnifications given to us under this declaration, including without limitation those under paragraphs 12 and 13 are also given to, and are for the benefit of, the Agent.

12. Fees and expenses: We are entitled to receive and may charge against the Fund reasonable fees and other charges that we establish from time to time in conjunction with the Agent, provided that we will give you thirty (30) days written notice of a change in the amount of any such fee. We are also entitled to reimbursement for all taxes, penalties and interest and for all other costs and out-of-pocket expenses incurred by us or the Agent in connection with the Fund (other than those taxes, penalties and interest that the Trustee is liable for under the Act and that can't be paid out of the property of the Fund). All amounts so payable will be charged against and deducted from the Fund Assets, unless you make other arrangements with us. If the cash in the Fund is not sufficient to pay these amounts, we may, in our sole discretion, sell any of the Fund Assets in order to pay same and we will not be responsible for any loss occasioned by any such sale.

13. Trustee's liability:

- a. The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility of a non-qualified investment being acquired or held by the Fund.
- b. Notwithstanding any other provisions hereof, the Trustee will not be liable in its personal capacity for or in respect of:
- c. Any taxes or interest which may be imposed on the Fund under Tax Laws (whether by way of assessment, reassessment or otherwise) or for any charge levied or imposed by any governmental authority upon or in respect of the Fund, as a result of the purchase, sale or retention of any investment including, without limiting the generality of the forgoing, non-qualified investments, other than taxes, penalties and interest imposed on the Trustee arising from its personal liability, including without limitation, arising from its administrative error, under Tax Laws and that can't be paid out of the property of the Fund; or
- d. Any loss suffered or incurred by you, the Fund, or any beneficiary under the Fund caused by or resulting from the Trustee acting or declining to act upon instruction given to it, whether by you, a person designated by you or any person purporting to be you, unless caused by the Trustee's dishonesty, bad faith, willful misconduct, gross negligence or reckless disregard.
- e. You, your legal personal representative, and each beneficiary under the Fund will at all times, indemnify and save harmless the Trustee in respect of any taxes, penalties, interest or other governmental charges which may be levied or imposed on the Trustee in respect of the Fund or any losses incurred by the Fund (other than losses, taxes, penalties, interest or other government charges for which the Trustee is liable in accordance herewith and that can't be paid out of the property of the Fund) as a result of the acquisition, retention or transfer of any investment or as a result of payments out of the Fund made in accordance with these terms and conditions or as result of the Trustee acting or declining to act on any instruction given to it by you. You, where required or requested, will provide the Trustee with such information as it may require in order to value assets being acquired or held by the Fund.

The provisions of this section 13 shall survive the termination of the Fund.

14. Remplacement of trustee: We may at any time resign as trustee under the Fund by giving you and the Agent sixty (60) days written notice, or such shorter period of notice as the Agent may accept. The Agent may remove us as trustee by giving you and us sixty (60) days written notice, or such shorter notice as we may accept. Upon giving or receiving any such notice of our removal or resignation, the Agent will within the notice period appoint a successor trustee authorized under the Tax Laws and any other applicable legislation (the "Successor Trustee"). If a Successor Trustee is not found within such notice period, we and/or the Agent may apply to a court of competent jurisdiction for the appointment of a Successor Trustee. Any costs incurred by us in securing the appointment of a Successor Trustee will constitute a charge against the assets of the Fund and will be reimbursed from the Fund Assets unless borne personally by the Agent. Our resignation or removal will not be effective until a Successor Trustee is appointed.

Any trust company resulting from a merger, amalgamation or continuation to which we are party, or succeeding to substantially all of our RRSP and RRIF trusteeship business (whether by sale of such business or otherwise), will, if authorized, become the Successor Trustee of the Fund without further act or formality.

- In the event of a change of trustee, we will transfer the Fund Assets to the Successor Trustee within thirty (30) days after the effective date of such change. Such a transfer will be subject to the requirements of paragraph 7 hereof, including the retention of any property necessary to ensure payment to you that year of the minimum amount.
- 15. Amendments to this declaration of trust: We may from time to time amend this declaration with the approval, if required, of the applicable taxation authorities as long as the amendment will not disqualify the Fund as a RRIF under the Tax Laws. We will give you thirty (30) days written notice of any amendment unless it is made for the purpose of satisfying a requirement imposed by the Tax Laws.
- 16. Notice: You may give us instructions by personal delivery, fax or postage prepaid mail (or by such other means as we or the Agent may accept), properly sent to the Agent or to any other address that we designate. We may give you any notice, statement, receipt or other communication by postage prepaid mail, sent to the address recorded in your application or to any subsequent address you provide us. Our notices to you will be deemed to have been given on the second business day after mailing.
- 17. Reference to statutes: All references herein to any statute, regulation or any provision thereof will mean such statute, regulation or provision as the same may be re-enacted or replaced from time to time.
- 18. Binding: The terms and conditions of this declaration will be binding upon your heirs and legal personal representatives and upon our successors and assigns. Notwithstanding that, if the Fund or the Fund Assets are transferred to a Successor Trustee, then the terms of such Successor Trustee's declaration of trust will govern thereafter.
- 19. Governing law: This declaration will be construed, administered and enforced in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, except that where the circumstances require, the terms "spouse" and "common-law partner" will be recognized in accordance with the Act.
- 20. Access to file (Applicable in Quebec Only): You understand that the information contained in your application will be maintained in a file at the Agent's place of business. The object of this file is to enable us and the Agent, and our respective agents or representatives, to access your application, answer any questions you may have regarding the application and your Fund, and manage your Fund and your instructions on an ongoing basis. Subject to applicable legislation, personal information contained in this file may be used by us or by the Agent to make any decision relevant to the object of the file and no one may have access to the file except us, the Agent, our respective employees, agents and representatives, any other person required for the execution of our or the Agent's duties and obligations, you and any other person that you expressly authorize in writing. You are entitled to consult your file and to have anything in it corrected. In order to exercise these rights, you must notify us in writing.