



Group Tax-Free Savings Account

Member Application

- Your investments will grow tax-free
- The unmatched convenience of payroll deductions
- All the benefits of investing regularly by instalment
- An ideal range of investments to soundly diversify your savings *PLUS*
- The services of a qualified Financial Advisor

GROUP TAX-FREE SAVINGS ACCOUNT APPLICATION

FINANCIAL ADVISOR PLEASE NOTE

- After checking the completed application, tear off the last three copies. Give the yellow copy to the Account-holder, the blue copy to the Plan Sponsor's payroll department, and keep the white copy for your own records.
- Forward the rest of the application to Mackenzie Investments, Attention: Group Plan Administrator.

OFFICE USE ONLY

ACCOUNT NUMBER

GEO

M/m = 01/08

ADSAF CHADR

1. PLAN SPONSOR (EMPLOYER) INFORMATION

Plan Sponsor Name _____

Group No. (If existing group plan) _____

2. ACCOUNTHOLDER INFORMATION *Please print*
 If you already have an existing Mackenzie account, please check box

 If your existing Mackenzie account is a TFSA, please check box to merge it into this Mackenzie Group TFSA

 Language preference: English French

- 1 = Mr.
-
- 2 = Mrs.
-
- 3 = Miss
-
- 4 = Ms.
-
- 5 = Dr.

Last Name _____

Home Telephone _____

First Name & Initials _____

Business Telephone _____

Social Insurance Number (required)

Date of Birth (DD MMM YYYY)

Address _____

Apt. No. _____

E-mail Address _____

City & Province _____

Postal Code _____

3. PAYROLL AUTHORIZATION *Please specify payroll deduction and amount*

As the Employee, I hereby authorize and instruct my Employer/Plan Sponsor to: (i) make deductions from my pay at the frequency and in the amount specified below; and (ii) act as my agent and forward them on my behalf as a contribution to my Mackenzie Group TFSA.

Frequency of TFSA Payroll Deductions

 Weekly 52 deductions per year

 Bi-Weekly 26 deductions per year

 Monthly 12 deductions per year

 Other _____

Employee Contribution Amount

Employee I.D. Number

\$ _____

Employer/Plan Sponsor Contribution (if applicable)

(if applicable)

\$ _____

I hereby authorize and instruct my Employer/Plan Sponsor to act as my agent and to forward on my behalf any Employer/Plan Sponsor contributions as a contribution to my Mackenzie Group TFSA.

4. INVESTMENT INSTRUCTIONS *For contributions, for each fund selected, please check (✓) desired purchase option and specify allocation*

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

Now complete Section 5 & 7

Now complete Section 6 & 7

If cash selected, complete Section 7

*Distributions will be reinvested in the series on which they are paid, unless you are eligible to elect to receive distributions in cash and you make that election in this table. Please refer to the simplified prospectus for eligibility requirements.

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

 Please check this box if you wish to receive confirmations of systematic transactions, dividends and distributions. Systematic transactions, dividends and distributions are reported on your semi-annual statement.

5. PAC AUTHORIZATION *Please read form carefully before signing*

TO: _____ AND TO: Mackenzie Investments (Void specimen cheque attached)

Undersigned's Bank

 Process my Weekly Monthly Quarterly Annually

 PAC purchase: Bi-Weekly¹ Semi-Monthly² Bi-Monthly³ Semi-Annually⁴
¹Once every 14 days ²15th and end of month ³Every other month ⁴Every six months

My first purchase is to commence (DD MMM YYYY) ➔ _____

Protect my PAC deposits against inflation by an annual increment of _____ %

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

6. SYSTEMATIC WITHDRAWAL PLAN *TFSA Payment Instructions*

Please process my TFSA systematic withdrawal amount I selected in section 4.

 Monthly Bi-Monthly Quarterly Semi-Annually Annually First payment to commence (DD MMM YYYY) ➔ _____

For a Systematic Withdrawal on a TFSA I may instruct you in writing to: (a) change the frequency of the options permitted, (b) change the amount of payment, or (c) redeem sufficient securities to provide me with additional payment in whatever amount I may specify. I understand that regular withdrawals could eventually eliminate my entire investment if I do not make additional contributions to my account.

7. BANKING SECTION *Please complete for Distributions, Pre-Authorized Chequing Plans and Systematic Withdrawal Plans*
ATTACH PRE-PRINTED VOID CHEQUE (Alternatively withdrawals may be paid via cheque).

Bank Account Holder Name _____
 X _____
 Bank Account Holder Signature _____

Joint Bank Account Holder Name _____
 X _____
 Joint Bank Account Holder Signature _____

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

8. SUCCESSOR HOLDER AND BENEFICIARY DESIGNATION

A In the event of my death I hereby designate my spouse*, if living at my death, as the successor holder of this Mackenzie Tax-free Savings Account to acquire all rights I have as the holder thereof. I reserve the right to revoke this designation.

B In the event that the successor holder designated by me in A predeceases me or where I have not named a successor holder in A, I hereby designate the following person as my designated beneficiary entitled to receive the proceeds of this Mackenzie Tax-free Savings Account in the event of my death. I reserve the right to revoke this designation.

Spouse's Name _____

1. Name _____ Relationship _____ %

(Required for Succession) Spouse's Social Insurance Number _____
 (Required for Succession) Spouse's Date of Birth (DD MMM YYYY) _____

2. Name _____ Relationship _____ %

3. Name _____ Relationship _____ %

In the absence of a designated beneficiary or successor holder, the proceeds of this Mackenzie Tax-free Savings Account will be paid to your Estate.

Caution:

- The validity of a designation of a beneficiary or successor holder is subject to the laws of the jurisdiction where you reside permitting designation made otherwise than by way of a will.
- Your designation of a successor holder and/or beneficiary to this Mackenzie Tax-free Savings Account by means of this designation form will not be revoked or changed automatically by any future marriage or divorce. Should you wish to change your successor holder or beneficiary in the event of a future marriage or divorce, you will have to do so by means of a new designation.
- This designation of successor holder and/or beneficiary will apply to this Mackenzie Tax-free Savings Account only. If you have other tax-free savings accounts with B2B Trustco or with another Mackenzie entity for which you want a successor holder or beneficiary to be designated, you must complete a separate designation for each of these accounts.

*Spouse refers to a person recognized as your spouse or common-law partner for the purposes of the *Income Tax Act* (Canada). The person you designate as a successor holder must be your spouse at the time of your death.

9. ACCOUNTHOLDER SIGNATURE *Please read carefully before signing*

To: Mackenzie Financial Corporation

I have engaged the dealer as my agent. I understand that if I choose the sales charge purchase option (front end load), I agree to pay a commission which is deducted from my original purchase amount. In addition, I authorize the payment of the trailing sales commissions described in the simplified prospectus be paid to the dealer on my behalf. If Mackenzie receives payment for my investment or if I am transferring a tax-free savings account from another financial institution to Mackenzie and my application or transfer documentation is not complete, I authorize Mackenzie to invest my money at its option in Mackenzie Canadian Money Market Fund or in a deposit account offered by B2B Trust so that I will earn interest until my order is complete.

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

To: Mackenzie Financial Corporation and B2B Trust or any of its affiliates (including their respective successors and assigns)

If I choose to make a Mackenzie TFSA High Interest Cash Builder deposit (the "TFSA Cash Builder") with B2B Trust or any of its affiliates (including their respective successors and assigns), I acknowledge receipt of the Deposit Terms and Conditions attached to this application and have read and agreed to the Deposit Terms and Conditions. I acknowledge that B2B Trust or any of its affiliates (including their respective successors and assigns) will pay my dealer a trailing sales commission at the annual rate of 0.25% based on the value of my TFSA Cash Builder. The amount paid to my dealer and the Deposit Terms and Conditions may change from time to time on notice to me.

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

Please file an election to register my arrangement under the *Income Tax Act* (Canada) and any applicable provincial or territorial legislation as a Mackenzie tax-free savings account. I have received, read and agree to the terms of the Mackenzie Tax-free Savings Account Declaration of Trust attached and to all amendments that I may receive to these terms in the future. I agree to provide, on request, proof of age and such further information as may be required in connection with the registration and administration of my arrangement.

Privacy Protection

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

Accountholder Signature _____ Date (DD MMM YYYY) _____
 X _____

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

For Financial Advisor/Dealer Use Only			
Dealer Number	Dealer Name		
_____	_____		
Representative Number	Representative Name		
_____	_____		
Dealer Account Number	Dealer Authorization/Representative Signature	Date (DD MMM YYYY)	
_____	X _____	_____	

B2B Trustco

Authorized Signature of Acceptance

Mackenzie Tax-free Savings Account Declaration of Trust

We, B2B Trustco, are a trust company continued under the laws of Canada with our head office located 199 Bay Street, Suite 600, PO Box 279 STN Commerce Court, Toronto, Ontario M5L 0A2. You are the account holder named in the Tax-free Savings Account Application ("Application"). We will act as the trustee of a **Mackenzie Tax-free Savings Account** ("Arrangement") for you on the following terms and conditions. You acknowledge that we have retained Mackenzie Financial Corporation ("Administrator") as our agent to perform on our behalf certain of our duties and responsibilities under this declaration.

- Acceptance and Registration:** If we agree to act as trustee of your Arrangement, we will file with the Minister of National Revenue, in the form and manner and within the time prescribed, an election to register the Arrangement as a tax-free savings account ("TFSA") under the *Income Tax Act* (Canada) (such Act and the Regulations thereto, as amended from time to time, being hereinafter referred to as the "Tax Act"). We will also apply to register the Arrangement under any applicable income tax legislation in the province or territory of residence indicated by you in the Application. The Arrangement will comply with, and you will be bound by, the terms and conditions from time to time imposed on your Arrangement by the Tax Act and any other applicable legislation. If we decline to act as trustee, you or a Dealer (as defined below) will be notified and any amounts received by us as contributions will be returned.
- Purpose and Use:** The Arrangement will be maintained for the exclusive benefit of the holder (as defined below), disregarding any right of a person to receive a payment out of or under the Arrangement only on or after the death of the holder. Contributions accepted by us for your Arrangement will be used, invested and applied for the purpose of the making by us of distributions (as defined below) under the Arrangement to the holder in accordance with the Tax Act. While there is a holder of the Arrangement, no person other than us and the holder shall have any rights under the Arrangement relating to the amount and timing of distributions and the investing of monies. In this declaration: "holder" means, until your death, you, and at and after your death, your validly designated successor holder (as described in Section 12 hereof), if any; and "distribution" means any payment made under the Arrangement in full or partial satisfaction of the holder's interest in the Arrangement that is considered a distribution from a TFSA for purposes of the Tax Act.
- Minimum Age:** At the time of entering into the Arrangement, you represent that you have attained the minimum age as specified in the Tax Act for entering into a TFSA.
- Dealer:** In this declaration, a "Dealer" refers to an individual or entity acting (or representing that it acts) in connection with your Arrangement as your investment advisor, broker or dealer, or on behalf of your investment advisor, broker or dealer. You acknowledge that a Dealer is your agent and when acting (or representing that it acts) as a Dealer is not our agent. We are entitled to accept and act on any notice, authorization or other communication that we believe in good faith to be given by you or a Dealer on your behalf. We are under no obligation to verify that a Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.
- Your Responsibility:** You are responsible for:
 - selecting investments for your Arrangement 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;
 - ensuring that contributions to your Arrangement do not exceed the maximum contribution limits permitted by the Tax Act and that you do not make contributions to your Arrangement while you are a non-resident of Canada; and
 - ensuring that the investments held in your Arrangement are at all times qualified investments, and are not prohibited investments, for your Arrangement under the Tax Act.
 - providing us with information relevant to whether an investment held is a non-qualified investment under the Tax Act;You acknowledge and accept responsibility for these matters and undertake to act in the best interest of your Arrangement. You confirm that we are not responsible for your failure to comply with any of these matters or for any related loss in the value of your Arrangement. You confirm that we are not responsible for any related taxes, interest or penalties imposed on you or your Arrangement, except for those taxes, interest and penalties, if any, imposed on us by the Tax Act that are not reimbursable to us from your Arrangement under the Tax Act. You acknowledge that a Dealer or any other person from whom you obtain investment, tax or other advice is your agent and when acting (or representing that it acts) as a Dealer or your advisor is not our agent or the agent of any of our affiliates. You will take all necessary measures to immediately liquidate any non-qualified investment under the Tax Act, and in the alternative, hereby authorize us to liquidate, or to give instructions to any other party to liquidate, any non-qualified investments under the Tax Act, but in no event shall we be obligated to liquidate or to give instructions to liquidate except as specifically authorized by you in writing.
- Our Responsibility:** We are ultimately responsible for the administration of your Arrangement. We are not authorized to select investments for your Arrangement and will not assess the merits of any investment selected by you or a Dealer. We are not responsible for providing any investment, tax or other advice to you or a Dealer; nor are we responsible for any advice that you obtain from a Dealer or any other source. Except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Arrangement under the Tax Act, if any, and notwithstanding any other provision of this declaration, we shall not be liable for any taxes, interest and penalties suffered as a result of any act done by us in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. Notwithstanding any other provision of this declaration, we shall not be liable for any loss suffered as a result of any act done by us in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. We are under no obligation to verify that any person is properly authorized to act as your Dealer, agent or legal representative or is otherwise authorized to act on your behalf.
- Contributions to your Arrangement:** You may make contributions to your Arrangement. If your Arrangement is a Group TFSA as indicated in your Application, the company named in your Application for the purposes of Group TFSAs may remit contributions to your Arrangement on your

behalf. We will also accept a transfer to your Arrangement from any source permitted by the Tax Act from time to time, including a transfer to the Arrangement from another TFSA held by you or from a TFSA of your spouse or former spouse where the transfer relates to a division of property arising on the breakdown of your marriage or common-law partnership, in accordance with the Tax Act. We may accept or for any reason refuse to accept all or any portion of a contribution or transfer of cash, securities or other assets to your Arrangement. No person other than the holder may make contributions under the Arrangement.

- Investments:** We may accept and act on any investment instructions that we believe in good faith to be given by you or a Dealer on your behalf. The assets of your Arrangement will be invested and reinvested from time to time according to your investment instructions or those of a Dealer in investments permitted by the Administrator. We are not authorized to select investments for your Arrangement and will not assess the merits of the investments selected by you or a Dealer. Subject to such investments being permitted by the Administrator, in selecting investments for your Arrangement you will not be limited to those investments authorized by legislation governing the investment of property held in trust. However, you may be limited by policies and requirements imposed by us from time to time, such as the requirement to provide documentation and the requirement to comply with those policies and procedures currently imposed in connection with securities held in your Arrangement and the requirement to provide information concerning whether an investment held is a non-qualified investment under the Tax Act. Notwithstanding any other provision in this declaration, we may for any reason refuse to act on any investment instruction and we will not be liable for any resulting loss. In the absence of satisfactory investment instructions, cash received by us in connection with your Arrangement will be converted into the currency denomination of your Arrangement and, at our option, invested in units of a money market fund managed by the Administrator or a deposit account offered by us or any of our affiliates. If it is necessary for cash or other assets held in your Arrangement to be converted to another currency, we our affiliates, our agent or a person engaged by us may act as principal on our or its own behalf and not on your behalf to convert the currency at the rate established by us or it for the relevant conversion date. In addition to commissions that may be charged for this service, any revenue earned by us or other service provider based on the difference between the applicable bid/ask rates and the cost of currency will be for our account or the account of the other service provider.
- Distributions:** Following receipt of satisfactory instructions from you or a Dealer, we will pay distributions from your Arrangement to you for any purpose. Without limiting the generality of the foregoing, following receipt of satisfactory instructions from you or a Dealer, we will pay distributions to reduce the amount of tax otherwise payable by the holder in respect of contributions made while a non-resident of Canada or contributions in excess of the maximum contribution limits for TFSAs permitted by the Tax Act or under Part XI.01 of the Tax Act. To the extent permitted under applicable laws, we hereby authorize you to execute or initiate debit transactions against deposit accounts offered by us or any of our affiliates and held in your Arrangement from time to time. You acknowledge that any such debit transaction shall be treated as a distribution from this Arrangement to you. If the value of your Arrangement is less than \$500, we may make a distribution to you from your Arrangement equal to the value of your Arrangement. We may transfer or realize any investment of your Arrangement selected by us for the purpose of making a distribution to you and will not be liable for any resulting loss. Distributions will be made net of all proper charges. If your Arrangement does not have sufficient cash to pay these charges, we will be entitled to require you to pay these charges.
- Transfers from your Arrangement:** Following receipt of satisfactory instructions from you or a Dealer, we will transfer all or any part of the assets held in connection with your Arrangement (less all proper charges) to the issuer or agent of the issuer of another TFSA held by you or of a TFSA of your spouse or former spouse where the transfer relates to a division of property arising on the breakdown of your marriage or common-law partnership, in accordance with the Tax Act. If your Arrangement is a Group TFSA as indicated in your Application, you hereby appoint the company named in your Application for the purposes of Group TFSAs, as your agent for the purpose of instructing us to transfer the assets of your Arrangement and signing documents necessary to effect the transfer. If we receive instructions to transfer some of the assets of your Arrangement, we may request instructions to transfer all the assets of your Arrangement and we may delay the transfer until after we receive the requested instructions. If we have not received the requested instructions within 30 days of our request or if the issuer of the recipient TFSA refuses to accept the transfer of any assets of your Arrangement, the assets that have not been transferred may, at our option, be transferred or paid to you (less any proper charges). In the absence of satisfactory instructions, we may sell or transfer any assets of your Arrangement selected by us to effect the transfer and will not be liable for any resulting loss or foregone gains. The transfer of assets will be made subject to any restrictions under the Tax Act or the terms and conditions of the investments of your Arrangement.
- Successor Holder and Beneficiary Designation:** If you are domiciled in a jurisdiction which by law permits you to validly designate a successor holder or a beneficiary for your Arrangement other than by Will, you may designate: (a) your spouse as successor holder of your Arrangement; or (b) a beneficiary to receive the proceeds of your Arrangement in the event of your death. You may make, change or revoke your designation by written notice to us signed by you in a form acceptable to us or by validly executed Will. Any designation, amended designation or revoked designation will be valid on the day following its receipt by us or, in the case of a validly executed Will, as of the day of execution of the Will. We will not accept beneficiary designations that are irrevocable.
- Death:** Upon receipt of satisfactory evidence of your death, we will continue to hold the assets of your Arrangement for your surviving spouse, provided he or she is the successor holder of your Arrangement. If your spouse becomes the successor holder of your Arrangement, he or she will acquire all of your obligations and rights as holder of the Arrangement (including the unconditional right to revoke any beneficiary designation or similar direction made or imposed by you under the Arrangement or relating to property held in connection with the Arrangement), and references herein to "you" will be deemed to refer to him or her. Notwithstanding the foregoing, a successor holder may not designate a subsequent spouse to hold the Arrangement after his or her death pursuant to paragraph (a) of Section 11 hereof. If your spouse is not the successor holder, we will hold the assets of your Arrangement for payment in a lump sum to your designated beneficiary if that person was living on the date of your death. If you have not

designated a beneficiary or if your designated beneficiary predeceases you, the assets of your Arrangement will be paid to your legal representatives. The lump sum payment will be paid subject to the deduction of all proper charges after we receive all releases and other documents that we request.

13. **Use as Security for a Loan:** You may not use your interest or, for civil law, right in the Arrangement as security for a loan or other indebtedness unless agreed by us in writing. If agreed to, then
 - (a) the terms and conditions of the indebtedness must be those which persons dealing at arm's length with each other would have entered into;
 - (b) it must be reasonable to conclude that none of the main purposes for such use is to enable a person (other than the holder) or a partnership to benefit from the exemption from tax provided by the Arrangement; and
 - (c) to the extent that the provisions of the first and third sentences of Section 2 hereof or the provisions of Section 10 hereof regarding a transfer to another TFSA held by you are inconsistent with using an interest or right in the Arrangement as security for a loan or other indebtedness, they will not apply.
14. **No borrowing:** The trust governed by the Arrangement is prohibited from borrowing money or other property for the purposes of the Arrangement.
15. **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 Arrangement 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, payment or transfer which is or may be an advantage or a swap transaction under Part XI.01 of the Tax Act. Your interest or right in your Arrangement may not be used as security for a loan or other indebtedness except as provided in Section 13 hereof. We will not make any payments from your Arrangement 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 swap transaction under the Tax Act, or such other payment or transfer which is or may be prohibited or penalized under the Tax Act.
16. **Date of Birth and Social Insurance Number:** The statement of your birth date and social insurance number on your Application is deemed to be a certification of its truth and your undertaking to provide proof if requested by us.
17. **Accounting and Reporting:** We will maintain an account of your Arrangement reflecting, with appropriate dates: (a) contributions to your Arrangement; (b) the name, number and cost of investments purchased or sold by your Arrangement; (c) income and other amounts received by your Arrangement; (d) cash; (e) distributions, transfers and expenses paid from your Arrangement; and (f) the balance of your account. We will send you a statement of your account at least once a year. Within the time prescribed by the Tax Act, we will provide any applicable tax reporting.
18. **Fees and Expenses:** We may charge you or your Arrangement fees as published by us or the Administrator from time to time. We will give you at least 30 days notice of any change in our account fees. In addition, we are entitled to charge your Arrangement fees for out-of-the-ordinary services requested by you or a Dealer in connection with your Arrangement and we are entitled to reimbursement from your Arrangement for all disbursements, expenses and liabilities incurred by us in connection with your Arrangement except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Arrangement under the Tax Act. Without limiting the generality of the foregoing, these fees, disbursements, expenses and liabilities may include: brokerage fees and commissions, custodian fees, administration fees and redemption fees incurred in connection with investments held in your Arrangement; investment advisory fees paid to a Dealer; legal and accounting fees; fees in connection with financial arrangements made to facilitate the conversion of currency; and taxes, interest and penalties imposed on your Arrangement except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Arrangement under the Tax Act. We are entitled to deduct the unpaid fees, disbursements, expenses and liabilities from the assets of your Arrangement or, except where prohibited by the Tax Act, any other account held by you with us or any of our affiliates and for this purpose we are authorized, but not obliged, to realize sufficient assets of your Arrangement or such other account selected by us. We will not be responsible for any resulting loss. Except where prohibited by the Tax Act and notwithstanding any other provision of this declaration, we are entitled to deduct from any other account held by you with us or any of our affiliates those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Arrangement under the Tax Act.
19. **Tax imposed on you or your Arrangement:** If your Arrangement becomes liable for tax, interest or penalties under the Tax Act or provincial legislation, we may sell any investment of your Arrangement to pay the liability. We may, but are not obliged to, sell or otherwise dispose of any investment of your Arrangement to avoid or minimize the imposition of tax, interest or penalties on you or your Arrangement. Except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Arrangement under the Tax Act, if any, we will not be liable for any tax, interest or penalty imposed on you or your Arrangement. We will not be liable for any loss resulting from the disposition or failure to dispose of any investment held by your Arrangement.
20. **Delegation of Duties:** We may appoint agents (including our affiliates) and may delegate to our agents the performance of any of our duties or responsibilities under this declaration including but not limited to administrative duties such as accepting contributions to your Arrangement, executing investment instructions, safekeeping the assets of your Arrangement, account and record keeping, preparing and issuing statements and tax forms, communicating with you, a Dealer or legal representatives and responding to your or their concerns. We may also employ or engage accountants, brokers, lawyers or others and may rely on their advice and services. We will not be liable for the acts or omissions of any of our agents, advisors or service providers and will not be liable for the acts or omissions of a Dealer or any of your other agents, advisors or service providers. We may pay to any agent, advisor, service provider or Dealer and the Administrator may pay to us all or part of the fees received by us under the provisions of this declaration and/or a fee calculated by reference to currency converted in your Arrangement.
21. **Indemnity:** None of us, our officers, employees, the Administrator and other agents will be

liable for and are indemnified by you and your Arrangement from and against all expenses, liabilities, claims, losses and demands of any nature arising out of the holding of the assets of your Arrangement; the dealing with the assets of your Arrangement in accordance with instructions which we, our officers, employees or agents believe in good faith to be given by you or a Dealer or other agent; making financial arrangements to settle trades; and the sale, transfer or release of assets of your Arrangement in accordance with this declaration.

22. **Amendments:** From time to time, we may amend this declaration with the approval of the appropriate revenue authorities provided that the amendment does not disqualify your Arrangement as a TFSA under the Tax Act or other legislation. Any amendment to ensure that your Arrangement 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.
23. **Successor Trustee:** We may resign and be discharged from all duties and liabilities under this declaration by giving written notice to the Administrator. The Administrator is initially nominated to appoint a successor trustee. If the Administrator is unable to appoint a successor trustee of your Arrangement within 30 days' of being appointed, then we may nominate you to appoint a successor trustee by providing notice to you. Upon acceptance of the office of trustee of your Arrangement, the successor trustee will be trustee of your Arrangement as if it had been the original declarant of your Arrangement and your Arrangement continues in full force and effect with the successor trustee. At the time of the appointment of the successor trustee, we will be relieved of all duties and liabilities under this declaration. If you are unable to appoint a successor trustee who accepts the office of trustee of your Arrangement within 60 days' of you being nominated to appoint a successor trustee, the assets of your Arrangement net of all proper charges will be withdrawn from your Arrangement and transferred to you and we will be relieved of all duties and liabilities under this declaration.
24. **Notice to you:** Any notice, request or other communication required or permitted to be given to you by us must be in writing and will be sufficiently given if it is sent by pre-paid mail, telecopier, electronic mail or other form of electronic transmission addressed to you at the address provided on your Application or subsequently provided by you or a Dealer in a notice to us. For greater certainty, we are not responsible for verifying the accuracy or currency of any address provided to us. Any notice, request or other communication will be deemed to have been given to you and received by you on the day of mailing or transmission.
25. **Notice to us:** Except as otherwise provided in this declaration, any notice, request or other communication required or permitted to be given to us by you or a Dealer must be in writing and will be sufficiently given if it is in a form satisfactory to us and is received by the Administrator by pre-paid mail, courier or telecopier addressed to us or the Administrator at the address for the Administrator last provided to you. We are permitted but not obliged to accept and act on a notice, request or other communication given to us by you or a Dealer by internet, electronic transmission or telephone. We may for any reason refuse to act on any notice, request or other communication given to us by you or a Dealer and we will not be responsible for any resulting loss. Any notice, request or other communication given to us will be deemed to have been given to us and received by us at the time of actual receipt by the Administrator.
26. **Language:** You have requested that your Application, this declaration and all ancillary documents be provided to you in English. Vous avez exigé que votre demande, la présente déclaration et tous les documents accessoires vous soient fournis en anglais.
27. **Governing Laws:** This declaration will be governed, construed and enforced in accordance with the laws of Ontario and Canada except that the word "spouse" as used in this declaration refers to a person recognized as your spouse or common-law partner for the purposes of the Tax Act.
28. **Specimen Plan:** TFSA 04170015.

Date: March 2012

Privacy Protection Notice

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

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

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

1. **Client Record and Personal Information:** We hold the personal information we collect about you (and your spouse and/or beneficiary as applicable) for the purposes identified in this Notice in a record called the "client record". Depending on the investment or service you request, the personal information in your client record may include your name, address, telephone number, social insurance number ("SIN"), birth date, account holdings, and the name, address, and SIN of your spouse and/or beneficiary among other information. For example, if you have established a pre-authorized payment plan, your financial institution account number is also held in your client record. Where you provide personal information about another individual, you represent to us that you are authorized to disclose such information to us.
2. **Providing Your Personal Information to Us:** When you or your Dealer complete an application form or otherwise open an account with Mackenzie, you are providing personal information to Mackenzie, including, where applicable, personal information concerning your spouse and/or beneficiary, in order to:
 - A. make an investment;
 - B. provide instructions about an investment you have made; or
 - C. receive information related to an investment you have made.

Mackenzie collects this personal information, holds it in your client record, uses it, and discloses it for the purposes identified in this Notice.

3. **Collecting, Holding, Using, and Disclosing Personal Information in Your Client Record:** Mackenzie may collect, hold, and use the personal information in your client record as well as collect personal information from and disclose personal information to the third parties identified in paragraph 4 for the following purposes:

- A. identifying you and ensuring the accuracy of information contained in your client record;
- B. establishing and administering your account, determining, maintaining, recording, and storing account holdings and transaction information in your client record;
- C. executing transactions with or through Mackenzie including transferring funds by electronic or other means;
- D. providing you and your Dealer with account statements, transaction confirmations, tax receipts, financial statements, proxy mailings, registered plan notices, and other information which you or your Dealer may request as needed to service your account;
- E. verifying information previously given by you with any other organization when necessary for the purposes provided in this Notice;
- F. processing pre-authorized debit transactions;
- G. collecting a debt owed to Mackenzie;
- H. engaging in the financing or sale of all or part of our businesses, reorganizing our businesses, and obtaining and submitting insurance claims; and
- I. meeting legal and regulatory requirements.

4. **Third Parties:**

- A. Mackenzie may collect your personal information for the purposes identified in this Notice from third parties such as your Dealer, other companies in the Mackenzie Group of Companies, other financial institutions and mutual fund companies, and from third parties who represent that they have the right to disclose the information.
 - B. Mackenzie may transfer your personal information for the purposes identified in this Notice to our service providers, such as account statement preparation and mailing companies, courier companies, imaging companies, and document storage companies. When Mackenzie transfers personal information to our service providers, we ensure by contractual means that the transferred personal information is used only for the purposes for which the service provider is retained and is protected to the same degree as it is when in our possession. We may use service providers located outside of Canada, and where we do, personal information may be disclosed in accordance with the laws of the jurisdiction in which the service provider is located, including to the government in that jurisdiction and its agencies.
 - 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 Investments, 180 Queen Street West, Toronto, Ontario, M5V 3K1. You may also send an e-mail to privacy@mackenzieinvestments.com. If after contacting the Privacy Compliance Officer your question or concern has not been resolved, we can direct you to the appropriate federal or provincial Privacy Commissioner.

Mackenzie Client Relations:

Telephone: 416-922-3217 or 1-800-387-0614

E-mail: service@mackenzieinvestments.com

Revised: January 2012

B2B Trust Deposit Terms and Conditions

B2B Trust, and/or any of its affiliates (including their respective successors and assigns), accept deposits including, but not limited to, Guaranteed Investment Certificates (the "Term Deposit(s)") and Money Maximizer, Mackenzie Tax-free Savings Account High Interest Cash Builder, Counsel Premium Cash Account, and Quadrus Group of Funds TFSA High Yield Savings Account (the "Non-Term Deposit(s)").

Term Deposit(s) and Non-Term Deposit(s) are collectively referred to as your "Deposit" and the reference "Deposit" includes any other Deposit that may be accepted by B2B Trust and/or any of its affiliates (including their respective successors and assigns) from time to time, such as cash balances (the "Cash Deposit(s)") held by B2B Trustco for registered and non-registered tax deferred accounts. Each of B2B Trust, B2B Trustco and/or any of their affiliates (including their respective successors and assigns) that accept Deposits is a member institution of the Canada Deposit Insurance Corporation (CDIC). Go to www.b2btrust.com, for a current list of Deposits, information on our complaint resolution process, our code of confidentiality, and interest rates. Go to www.mackenziefinancial.com, www.counsel.services.com and/or www.quadrusgroupoffunds.com for a current list of our Deposits, information on complaint resolution process, privacy protection notice and interest rates and minimum threshold information.

The following terms and conditions (the "Terms and Conditions") apply to all Deposits.

Throughout these Terms and Conditions, "you" and "your" means you as the depositor and/or co-depositor(s) and "we", "us" and "our" means B2B Trust and/or any of its affiliates (including their respective successors or assigns). "Dealer" means an individual or entity acting (or representing that it acts) in connection with your Deposit as your investment advisor, broker or dealer, or on behalf of your investment advisor, broker or dealer. "Application" means the account application form to which these Terms and Conditions are attached.

(a) **Deposits**

The principal amount of the Deposit shall be held or invested by B2B Trust and/or any of its affiliates (including their respective successors and assigns).

(b) **Interest Calculation and Payment**

(i) **Cash Deposit(s) and Non-Term Deposit(s)**

We agree to pay you interest monthly on the day following and for the period which has elapsed since and including the date on which interest was last paid (in the case of a Cash Deposit(s), provided that any interest is payable according to the applicable deposit rates posted on our websites). Interest is calculated daily and is based upon the daily closing balance of your Cash Deposit(s) and Non-Term Deposit(s) at a rate of interest as set by us from time to time. All interest payable shall be deposited into the same Cash Deposit(s) and Non-Term Deposit(s) in respect of which the interest was earned and shall thereafter be considered as principal.

(ii) **Term Deposit(s)**

The interest rate of your Term Deposit(s) depends on the term and interest paying option selected by you. The interest rate applicable to your Term Deposit(s) is the posted rate on the day we receive your completed Application and money.

Interest is calculated on the principal balance of your Term Deposit(s) for the number of days in the term on the basis of a year of 365 days. Interest on your Term Deposit(s) of less than two years is paid at maturity and interest on your Term Deposit(s) of two years or more is either paid annually, semi-annually, quarterly, monthly or compounded annually and paid at maturity, as selected by you. Interest ceases at maturity.

(c) **Guaranteed Repayment**

We guarantee you the repayment of all principal sums of your Deposit, together with any interest that is due and payable, subject to section (d). In consideration of our guarantee and by way of remuneration for administering the Deposit, we shall be entitled to retain for our own use the interest and profits resulting from any investment of the principal in excess of the amount of any interest payable to you.

(d) **Access to your Deposit**

- (i) **Deposits:** You may deposit to (purchase in the case of a Term Deposit) your Deposit with notice to us.
- (ii) **Hold on Funds:** We reserve the right to hold moneys from any cheque or other payment instrument including pre-authorized debits credited to your Deposit for the purpose of verifying that sufficient funds are available to pay the item and for any other purpose permitted by law.
- (iii) **Withdrawals:** You may withdraw your Deposit (except in the case of a Term Deposit) with notice to us. For withdrawals above certain dollar thresholds determined by us from time to time, your signature on your withdrawal request must be guaranteed by one of a bank, trust company, member of a recognized stock exchange or any other organization satisfactory to us. Transactions including withdrawals may be limited in dollar amounts or frequency, or otherwise as may be determined by us, and such limits may be changed in our sole discretion without notice to you. Term Deposits may be withdrawn only at maturity. The principal balance of your Term Deposit will be repaid at maturity and may not be withdrawn by you.

(e) **Commission and Fees**

We may pay your Dealer a commission on your Deposit. This is a trailing commission for Non-Term Deposit(s) based on the daily closing balance of your Non-Term Deposit(s), and an upfront commission paid on the principal balance of a Term Deposit at the time of purchase. For a Cash Deposit(s), we may pay your account administrator a fee no greater than the amount which is the difference in the interest rate between our prime rate of interest (which is variable, subject to fluctuation and posted on (www.b2btrust.com)) and the effective rate of interest (if any) applicable to your Cash Deposit(s), calculated on the balance of your Cash Deposit(s) on a daily basis. The maximum commissions and fees referenced above may change from time to time on notice to you.

(f) **Eligible Plans or Accounts**

Your Deposit must be held within such plans or accounts that we, in our sole discretion, may permit from time to time ("Eligible Deposits").

(g) **Joint and Several**

All of you are jointly and severally liable to us for any debts, liabilities and obligations arising in connection with the Deposit if held jointly or by tenants in common (if available).

(h) **Complaints**

Should you have a complaint concerning your Deposit, please contact our client service

department by calling 1-800-263-8349. Further information detailing the steps for making and escalating a complaint are set out in our Problem Resolution Process which is available online at www.b2btrust.com.

(i) **Protecting your Personal Information – for personal Deposits only**

By making a Deposit with us, you consent to the collection, use and disclosure of your personal and financial information in accordance with our Code of Confidentiality as amended from time to time. The Code of Confidentiality forms part of these Terms and Conditions and your agreement to the Terms and Conditions indicates that you agree to the terms of the Code of Confidentiality. Our Code of Confidentiality is available on request and on our website at www.b2btrust.com.

(j) **Notice**

References to giving notice in these Terms and Conditions shall mean notice in the form and manner as provided in this section (j).

We may provide any notice or other communication required or permitted to be given by post, telephone, e-mail, fax, website posting or any other physical or electronic means, or by means of any press release, advertisement or other media notices.

Unless specified otherwise, you or a Dealer may provide us with notice by post, fax or telephone, or through any other physical or electronic means as stipulated by us from time to time at the following address:

B2B Trust
199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto, Ontario M5L 0A2
Toll free 1.800.263.8349,
Fax: 1.866.941.7711

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 us. Unless specified otherwise, if notice is provided by post, you will be deemed to have received the notice on the date that is five (5) business days following the date on which the notice was mailed. In all other cases, you will be deemed to have received the notice on the date the notice was sent.

(k) **Changes to Depositor Record**

You agree to notify us promptly in writing of any changes to your mailing address or other information regarding the Depositor record.

(l) **Deposit Statements and Confirmations**

You must promptly notify us of any errors, irregularities, omissions or unauthorized activity in your Deposit as soon as you discover them. If notice is not received from you within 30 days of the date of any statement or confirmation indicating activity or balances of your Deposit, you shall be deemed to accept the statement as valid and correct and you release us from all claims with respect to any and every item on the statement or confirmation and from any other claim for negligence, conversion, breach of trust, breach of fiduciary duty or otherwise. We retain the right to recover from you or debit your Deposit if there is an erroneous credit or an omission of a debit.

(m) **Receiving Statements**

If held jointly or by tenants in common (if available) or in trust, all statements or other notices from us will be sent to you. All such notices will then be considered to have been mailed to all of you.

(n) **Documentation Requirements**

If held jointly or by tenants in common (if available), on the death of any one of you, the remaining Depositor(s) agrees to immediately advise us and to provide such documentation as may reasonably be requested. We reserve the right to restrict access to monies held in the Deposit, as deemed necessary in order to comply with any present or future law.

(o) **Joint and Several with Estate**

If held jointly or by tenants in common (if available), the deceased's estate and the surviving Depositor(s) continue to be jointly and severally liable for debts, liabilities and obligations resulting from transactions initiated prior to us receiving written notice of death, or incurred in liquidating the account or adjusting the interests of the surviving Depositor(s).

(p) **Obligation to Observe Trust Terms**

If the Deposit is held in trust, we have no obligation to observe the terms of any trust and you or all of you are solely responsible for ensuring compliance with the terms of any applicable trust agreement or applicable law.

(q) **Documentation Requirements of Survivor**

If the Deposit is held in trust, on the death of you or any one of you, the remaining Depositor(s) agrees to immediately notify us, and to provide such documentation as may reasonably be requested. We reserve the right to restrict access to monies held in the Deposit, as deemed necessary in order to comply with any present or future law.

(r) **Liability for Damages Limited**

Without limiting any other provision of these Terms and Conditions, we will not be liable for, and you agree to indemnify and save us harmless from, any losses, costs, fees, claims, liabilities, delays, damages, expenses or inconvenience of any kind whatsoever, incurred by you or any third party, directly or indirectly (including special, indirect or consequential damages) in connection with the following:

- Any failure, error, malfunction or inaccessibility of any systems or equipment, or for errors, delays or failures in performance or non-completion of a transaction or service;
- Any damages resulting from our negligence or the negligence of our employees, agents or representatives, even if we knew that damage was likely;
- Honouring any instructions (including an instruction to revoke a PAD agreement) from you, including any that we receive from any person claiming to be you or to be acting on your behalf including a Dealer; or
- Exercising our discretion not to act on an incomplete, illegible or ambiguous transaction or a transaction which we suspect is fraudulent.

In the case of our gross negligence or willful misconduct, our liability will be no greater than the lesser of the amount of the item and the direct damages you have suffered.

(s) **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 on your behalf. We are under no obligation to verify that a Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.

(t) **Returning Principal to You**

We reserve the right both to reject any deposit made by you and to withdraw any and all amounts from your Deposit for the purpose of returning such amounts to you.

(u) **Assignments and Transfers**

Deposits are not negotiable, transferable or assignable by you to any person in any respect except to us or as we agree in writing.

(v) **Changes to this Agreement**

(i) If permitted by applicable law and subject to (ii) below, we may unilaterally change any part of the Deposit Terms and Conditions (except for sections (a), (b) and (c) if the change pertains to a Term Deposit), if we provide you with notice of the change at least 60 days before the effective date of the change.

(ii) You may, within 60 days of receipt of Notice, withdraw your Deposit without any cost or penalty to you if we unilaterally increase your obligations to us or decrease our obligations to you under these Terms and Conditions.

(w) **Charges for Costs and Legal Fees**

You agree to pay us on demand any costs to recover amounts that you owe us. These costs include legal fees on a solicitor and client basis, as well as those reasonable counsel fees charged by our legal department. If we incur any expenses in responding to any legal notices or seizures attaching to any moneys in your Deposit, we may charge such expenses to your Deposit, as well as a fee for complying with the order. If you fail to pay our costs, they may be charged against any account you have with us.

(x) **Set-off**

We reserve the right to use any money at any time in your Deposit(s) to pay any debts or other obligations (including any contingent obligations) you owe us whether in the same or other currency in relation to any other matter between you and us and we are not required to provide notice except as required by law.

(y) **Language**

The parties have expressly requested that this Agreement and all other related documents and notices be drawn up in English only.

Les parties ont expressément exigé que ce contrat ainsi que tous les documents et avis émis en vertu des présentes ou s'y rattachant soient rédigés en anglais.

B2B Trustco
199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto, Ontario M5L 0A2
1-888-677-5363 or 416-926-0570

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	
GROUP	1-800-665-0513	
TTY	1-855-325-7030	416-922-4186
FAX	1-866-766-6623	416-922-5660
E-MAIL	service@mackenzieinvestments.com	
GROUPS E-MAIL	groupadmin@mackenzieinvestments.ca	
WEB	mackenzieinvestments.com	

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

