

# TAX-FREE SAVINGS ACCOUNT APPLICATION FORM



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# Tax-Free Savings Account Application Form

✉ RETURN TO: 1 Adelaide Street East, Suite 600, Toronto, Ontario M5C 2V9

## 1 APPLICANT INFORMATION

NEW ACCOUNT

UPDATE TO EXISTING ACCOUNT #

Mr.  Mrs.  Ms.  Dr.

Y Y Y Y M M D D  
DATE OF BIRTH

M A N D A T O R Y  
SOCIAL INSURANCE NUMBER

LAST NAME

FIRST NAME

INITIALS

MARITAL STATUS

CITIZENSHIP

ANY OTHER?  YES  NO

OTHER CITIZENSHIP

HOME ADDRESS

CITY

PROVINCE

POSTAL CODE

HOME TELEPHONE

MOBILE

PERSONAL EMAIL ADDRESS

## WORK INFORMATION

RETIRED  NONE  SELF-EMPLOYED

EMPLOYER NAME

EMPLOYER ADDRESS

BUSINESS TELEPHONE

TYPE OF BUSINESS

OCCUPATION

NUMBER OF YEARS WITH CURRENT EMPLOYER

## 2 SPOUSE SUCCESSOR HOLDER DESIGNATION (NOT APPLICABLE TO QUEBEC)

Where permitted by law, I hereby designate my spouse or common-law partner ("Spouse"), named below, to become the Holder and acquire all of my rights as the holder of the Account in accordance with the terms of the Trust Agreement in the event of my death before termination of the Account, if he or she survives me. I reserve the right to change or revoke this designation as permitted by law, in accordance with the terms of the Trust Agreement.

M A N D A T O R Y  
SOCIAL INSURANCE NUMBER

Note to holders domiciled in Quebec: Successor holder designations and beneficiary designations are not accepted in Quebec.

SPOUSE'S LAST NAME

SPOUSE'S FIRST NAME

## 3 DESIGNATION OF BENEFICIARY (NOT APPLICABLE TO QUEBEC)

If I have not designated my Spouse as successor Holder, or if I have but he or she has not survived me, and where permitted by law, I hereby designate each person named below as a beneficiary of the Account entitled to receive all or a portion of the amounts payable under the Account in accordance with the terms of the Trust Agreement in the event of my death, before termination of the Account, if he or she survives me. I reserve the right to change or revoke this designation as permitted by law, in accordance with the terms of the Trust Agreement.

### ADDITIONAL BENEFICIARIES:

BENEFICIARY'S LAST NAME

FIRST NAME

RELATIONSHIP

ALLOCATION (MUST ADD UP TO 100%)

BENEFICIARY'S LAST NAME

FIRST NAME

RELATIONSHIP

ALLOCATION (MUST ADD UP TO 100%)

### I ACKNOWLEDGE THAT:

1. This successor Holder or beneficiary designation will not automatically change as a result of a future relationship or relationship breakdown and it may be necessary to complete a new designation for this purpose.

2. In certain provinces and territories, a disposition of the Account in the event of my death can only be made by Will, and I am solely responsible for ensuring that this successor Holder and beneficiary designation is valid under the laws of Canada, its provinces or territories and that it is changed when appropriate.

3. If I am domiciled in Canada when I die, this successor Holder and beneficiary designation will be governed by the laws of the province or territory of my domicile at the time of my death.

4. If I am not domiciled in Canada when I die, the laws of the province or territory where I was domiciled at the time of execution of this form, provided that was in Canada, will apply. Otherwise, the laws of Ontario will apply.

Y Y Y Y M M D D  
DATE

PROVINCE OR TERRITORY OF EXECUTION

APPLICANT'S SIGNATURE

**4 BANKING INFORMATION** PLEASE ATTACH TO THIS FORM A VOID CHEQUE OF YOUR MAIN FINANCIAL INSTITUTION (SEE DISCLOSURES)

VOID

**5 PRE-AUTHORIZED CHEQUING PLAN**

Should you wish to invest in the account by way of regular contribution, you may set up a Pre-Authorized Chequing Plan. Such Plan allows you to implement an investment strategy that does not require you to constantly submit similar purchase forms.

Please provide a Pre-Authorized Chequing Plan form available on the or contact a Client Service Associate.

**6 SPECIAL INSTRUCTIONS OR ADDITIONAL INFORMATION**

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.....

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## 7 AGREEMENT AND ACKNOWLEDGEMENT

### AGREEMENT

I am applying to open a Fiera Capital Corporation Tax-Free Savings Account (“the Account”) for investment purposes only, and request The Royal Trust Company (“Royal Trust”) to file an election with the Minister of National Revenue to register this qualifying arrangement as a Tax-Free Savings Account under section 146.2 of the Income Tax Act (Canada).

I will notify the Agent, in a form acceptable to the Agent and Royal Trust, should I no longer be resident in Canada. I understand that I may be liable for certain tax consequences arising in connection with a non-compliant qualifying arrangement.

I acknowledge that I must and will notify the Agent should I wish to use my interest or right in the Account as security for a loan or other indebtedness.

I acknowledge and agree to be bound by the terms and conditions of this Account as set out in the application, the Trust Agreement, and any relevant addendum to the Account.

I have expressly requested that all documents relating to the Account shall be drawn up in the English language only. J’ai expressément requis que tous les documents se rapportant au régime soient rédigés en anglais seulement.

### CONSENT TO COLLECTION AND USE OF INFORMATION

I hereby consent and agree to allow Fiera Capital Funds Inc. / Fiera Capital Corporation and The Royal Trust Company (the “Parties”) to collect personal information about me from me and from other sources (the “Information”) and to use such Information to verify my identity; to administer the Account; to provide me with products and services I may request, or which are required to be provided to me by law or applicable regulatory policies; and as otherwise required or permitted by law.

The Parties may use and disclose: (i) the Information to third parties as necessary

to administer the Account or as required by law or by applicable regulatory policies; and (ii) my social insurance number as required by law, including for income tax reporting purposes. The Parties may make the Information available to their employees, agents and service providers, who are required to maintain the confidentiality of the Information. In the event a service provider is located outside of Canada, the service provider is bound by, and the Information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located. The Parties may also use the Information to manage their risks and operations and those of their affiliates and to comply with valid requests for information about me from regulators, government agencies, public bodies or other entities who have a right to issue such requests.

If I provide personal information about a third party (such as my spouse or beneficiary), I shall have first obtained appropriate consent from that third party to the collection, use and disclosure of their personal information by the Parties in the course of the administration of the Account, for the purposes for which I have provided it to any Party, including the purposes described herein.

By writing to Fiera Capital Funds Inc. / Fiera Capital Corporation, I may obtain access to the Information at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law.

**By signing this application form, you are authorizing us to electronically credit or debit your bank account when requested.**

This is to confirm that I am applying to buy units of the funds as indicated above. I acknowledge receipt of the current simplified prospectus of funds, and of the financial statements referred to therein, and that I have received and read the information herein concerning Client Complaint, Leveraging and Disclosures. I further acknowledge that this application is subject to acceptance by Fiera Capital Corporation, as Manager-Trustee of the funds.

Y | Y | Y | Y | M | M | D | D

SIGNED ON

IN THE PROVINCE OF

APPLICANT SIGNATURE

### DID YOU REMEMBER TO:

- Write a cheque payable to Fiera Capital
- Sign the Account Application Form
- Complete SIN
- Complete Date of Birth
- Name a Beneficiary
- Provide instructions for the Initial Deposit  
(refer to the Supplementary Account Application Form)

## DEALER INFORMATION

DEALER NAME

REPRESENTATIVE NAME

DEALER NUMBER

REPRESENTATIVE NUMBER

## ACCEPTANCE BY FIERA CAPITAL CORPORATION (AS AGENT FOR THE ROYAL TRUST COMPANY)

Y | Y | Y | Y | M | M | D | D

AUTHORIZED SIGNATURE

SIGNED ON

**1. DEFINITIONS**

Whenever used in this Trust Agreement or the Application, any capitalized terms shall have the meanings given to them below:

“Account” means the tax free savings account established for the Holder;

“Agent” means Fiera Capital Corporation and its successors and assigns;

“Applicable Laws” means the Tax Act and such other laws of Canada and of the provinces and territories applicable hereto;

“Application” means the Holder’s application to the Agent to establish the Account;

“Contribution” means a contribution of cash or any Qualified Investment;

“Distribution” means a payment out of or under the Account in satisfaction of all or part of the Holder’s interest therein;

“Estate Documents” means proof of the Holder’s death and such other documents including Letters Probate of the Holder’s will as may be required by the Trustee in its sole discretion in connection with the transmission of the Property on the Holder’s death;

“Estate Representative” means an executor, an administrator, an administrator with the will annexed, a liquidator, or an estate trustee with a will or without a will, whether one or more than one is so appointed;

“Expenses” means all (i) costs, (ii) charges, (iii) commissions, (iv) investment management fees, brokerage fees and other fees, (v) legal expenses and (vi) out-of-pocket expenses incurred from time to time in relation to the Account;

“Former Spouse” means the individual who is considered by the Applicable Laws to be the Holder’s former Spouse;

“Holder” means the individual of a “qualifying arrangement” to be in accordance with subsection 146.2(1) of the Tax Act;

“Proceeds” means the Property, less any applicable Expenses and Taxes;

“Prohibited Investment” means Property (other than prescribed excluded Property as that term is defined in the Tax Act) that is:

- (a) a debt of the Holder;
  - (b) a share of the capital stock of, an interest in or a debt of:
    - (i) a corporation, partnership or trust in which the Holder has a significant interest;
    - (ii) a person or partnership that does not deal at arm’s length with the Holder or with a person or partnership described in subparagraph (i);
  - (c) an interest in, or right to acquire, a share, interest or debt described in paragraph (a) or (b); or
  - (d) prescribed property (as that term is defined in the Tax Act);
- “Property” means any property, including the income on it, the proceeds from it and any cash, held in the Account from time to time;

“Qualified Investment” means any investment which is a qualified investment for a TFSA according to the Tax Act;

“Spouse” means an individual who is considered by the Tax Act to be the Holder’s spouse or common-law partner;

“Survivor” of the Holder means an individual who is, immediately before the Holder’s death, a Spouse of the Holder;

“Tax Act” means the Income Tax Act (Canada);

“Taxes” means any and all applicable taxes and assessments, including any penalties and interest, as may be required under Applicable Laws;

“TFSA” means a tax free savings account, which is a “qualifying arrangement” (as that term is defined in the Tax Act) the issuer of which has elected, in the form and manner prescribed by the Tax Act, to register as a TFSA; AND

“Trustee” means The Royal Trust Company in its capacity as trustee and issuer of the arrangement governed by this Trust Agreement, and its successors and assigns.

**2. ACCEPTANCE OF TRUST.**

The Trustee agrees to act as trustee of the Account, which is to be maintained for the exclusive benefit of the Holder, and to administer the Property in accordance with the terms of this Trust Agreement.

**3. APPOINTMENT OF AGENT.**

The Trustee has appointed Fiera Capital Corporation (the “Agent”) as its agent to perform certain duties relating to the operation of the Account. The Trustee acknowledges and confirms that ultimate responsibility for the administration of the Account remains with the Trustee.

**4. REGISTRATION.**

Subject to the Holder having attained at least 18 years of age, the Trustee agrees to elect, in the manner and form prescribed by the Tax Act, to register the arrangement governed by this Trust Agreement as a TFSA under the social insurance number of the Holder. For greater certainty, unless the Holder has attained at least 18 years of age at the time that this arrangement is entered into, it shall not constitute a qualifying arrangement, as that term is defined in subsection 146.2(1) of the Tax Act, susceptible of being registered as a tax free savings account.

**5. ACCOUNT.**

The Agent shall maintain an account for the Holder which will record particulars of all Contributions, investments, Distributions and transactions under the Account, and shall mail to the Holder, at least annually, a statement of account.

**6. CONTRIBUTIONS.**

Only the Holder may make Contributions to the Account, in such amounts as are permitted under the Tax Act, in cash or such other property as may be permitted in the sole discretion of the Trustee. It shall be the sole responsibility of the Holder to ensure that the amount of Contributions are within the limits permitted under Tax Act.

**7. DISTRIBUTIONS TO REDUCE TAX.**

Notwithstanding any limit on the frequency of Distributions or any minimum Distribution requirement identified in the Application or other notice given under the terms of this Trust Agreement, any Distributions may be made at any time to reduce the amount of Taxes otherwise payable by the Holder as a result of excess Contributions made contrary to the Tax Act.

**8. TAX INFORMATION.**

The Trustee shall provide the Holder with appropriate information slips for income tax purposes and such other information as may be required under the Applicable Laws.

**9. DELEGATION BY TRUSTEE.**

The Holder expressly authorizes the Trustee to delegate to the Agent the performance of the following duties of the Trustee:

- (a) receiving Contributions;
- (b) receiving transfers of Property;
- (c) investing and reinvesting the Property as directed by the Holder;
- (d) registering and holding the Property in the Trustee’s name, the Agent’s name, in the name of their respective nominees or in bearer form as determined by the Agent from time to time;
- (e) maintaining records, including information concerning the Survivor and the designation of beneficiaries, where applicable;
- (f) providing to the Holder statements of account at least annually;
- (g) preparing all government filings and forms;
- (h) making Distributions pursuant to the provisions hereof; and
- (i) such other duties and obligations of the Trustee as the Trustee in its sole discretion may from time to time determine.

The Holder acknowledges that, to the extent the Trustee delegates any such duties, the Trustee shall thereby be discharged from performing such duties, subject to paragraph 3.

**10. INVESTMENT OF THE PROPERTY.**

The Property shall be invested and reinvested on the directions of the Holder (or the Holder’s agent) without being limited to investments authorized by law for trustees. The Trustee, in its sole discretion, may require the Holder to provide such documentation in respect of any investment or proposed investment as the Trustee deems necessary in the circumstances. The Trustee reserves the right to decline to make any particular investment if the proposed investment and related documentation do not comply with the Trustee’s requirements at that time. Subject to the appointment of an agent as contemplated in paragraph 12, no one other than the Holder and the Trustee shall have rights under the Account relating to the investment and reinvestment of the Property.

**11. SEGREGATED FUNDS.**

Segregated funds forming part of the Property will be held in nominee name. The Holder agrees to designate the Trustee as the beneficiary under any segregated fund held in the Account. Upon the death of the Holder, the proceeds of the segregated funds paid shall form part of the Property to be dealt with according to the terms of this Trust Agreement.

**12. CHOICE OF INVESTMENTS.**

The Holder shall be responsible for selecting the investments of the Account, ensuring that an investment is and continues to be a Qualified Investment, and determining whether any such investment is not and continues not to be a Prohibited Investment. The Trustee shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Account holds a non Qualified Investment. The Holder shall have the right to appoint the Agent as his or her agent for the purpose of giving investment directions as provided in this paragraph and paragraph 10.

### **13. UNINVESTED CASH.**

Uninvested cash will be placed on deposit with the Trustee or an affiliate of the Trustee. The interest on such cash balances payable to the Account will be determined by the Agent from time to time in its sole discretion with no obligation to pay a minimum amount or rate. The Trustee will pay interest to the Agent for distribution to the Account and the Agent shall credit the Account with appropriate interest. The Trustee shall have no liability for such payment of interest once it is paid to the Agent for distribution.

### **14. RIGHT OF OFFSET.**

The Trustee and the Agent shall have no right of offset with respect to the Property in connection with any obligation or debt owed by the Holder to the Trustee or the Agent, other than the Expenses payable by the terms of this Trust Agreement.

### **15. PLEDGING.**

Where the Holder wishes to use his or her interest or right in the Account as security for a loan or other indebtedness, he or she must first advise the Trustee. Where the Holder uses his or her interest or right in the Account as security for a loan or indebtedness, it shall be the sole responsibility of the Holder to ensure:

(a) that the terms and conditions of the loan or other indebtedness are terms and conditions that persons dealing at arm's length with each other would have entered into; and

(b) that it can be reasonably be concluded that none of the main purposes for that use is to enable a person (other than the Holder) or a partnership to benefit from the exemption from Taxes of any amount of the Account.

The Trustee shall be entitled to rely on the information provided by the Holder, liquidate Property as it deems appropriate with respect to the pledge, and fully recover any legal costs it incurs in this regard as Expenses, and shall be fully discharged with respect to any such liquidation and payment to the creditor of the loan or other indebtedness.

### **16. DEBIT BALANCES.**

If the Account has a cash deficit, the Holder authorizes the Trustee or the Agent to determine which Property to select and to sell such Property to cover such cash deficit. The Trustee is prohibited from borrowing money or other property for the purposes of the Account.

### **17. DISTRIBUTIONS.**

Subject to any limit on the frequency of Distributions or to any minimum Distribution requirement identified in the Application or other notice given under the terms of this Trust Agreement, and to the deduction of all Expenses and Taxes, the Holder may, at any time and upon 60 days' notice or such shorter period as the Agent in its sole discretion permits, request that the Agent liquidate part or all of the Property and pay to the Holder an amount from the Property not exceeding the value held under the Account immediately before the time of payment. No one other than the Holder and the Trustee shall have rights under the Account relating to the amount and timing of Distributions.

### **18. DESIGNATION OF BENEFICIARY.**

Subject to Applicable Laws and where the Holder has not designated the Survivor or there is no Survivor, the Holder may designate a beneficiary to receive the Proceeds on the Holder's death. A beneficiary designation may only be made, changed or revoked for the purposes of the Account by the Holder in a format required by the Agent for this purpose. Such designation must adequately identify the Account and be delivered to the Agent prior to any payment by the Agent. The Holder acknowledges that it is his or her sole responsibility to ensure the designation or revocation is valid under the Applicable Laws.

### **19. DEATH OF HOLDER (WHERE THERE IS A SURVIVOR).**

Subject to Applicable Laws, upon the death of the Holder where there is a Survivor and where the Survivor has been designated as successor holder for purposes of the Account, and upon the receipt of Estate Documents by the Agent which are satisfactory to the Trustee, the Survivor shall become the Holder, subject to any pledging under paragraph 15.

### **20. DEATH OF HOLDER (ALL OTHER CASES).**

Upon the death of the Holder, where there is no Survivor or the Survivor has not been designated as successor holder for purposes of the Account, and upon the receipt of Estate Documents by the Agent which are satisfactory to the Trustee, and subject to paragraph 15:

(a) if the Holder has designated a beneficiary in accordance with paragraph 18, the Proceeds will be paid to the designated beneficiary, subject to the Applicable Laws. The Trustee and the Agent will be fully discharged by such payment, even though any beneficiary designation made by the Holder may be invalid as a testamentary instrument; and

(b) if the Holder's designated beneficiary had died before the Holder or if the Holder has not designated a beneficiary, the Trustee will pay the Proceeds to the Holder's estate.

Where multiple beneficiaries have been designated and the Holder has not indicated how the Proceeds are to be shared among them, or if there is such an indication but the shares do not add up to 100%, then the Proceeds shall be divided equally among the beneficiaries designated. If any designated beneficiary predeceases the Holder or dies at the same time as the Holder or in circumstances rendering it impossible to determine which of the Holder or beneficiary died first, then the remaining beneficiary(ies) is(are) entitled to receive the Proceeds in accordance with the Holder's wishes. If the Holder has not indicated how the Proceeds are to be shared among the designated beneficiaries, or if there is such an indication but the shares do not add up to 100% of the Proceeds, then the Proceeds allocated to the deceased person(s) will be divided equally among the surviving designated beneficiary(ies). For greater certainty, the share of a deceased person will go in equal portions to the surviving designated beneficiary(ies).

### **21. RELEASE OF INFORMATION.**

The Trustee and the Agent each are authorized to release any information about the Account and the Proceeds, after the Holder's death, if the Holder has pledged his or her interest or right in the Account as security for a loan or

other indebtedness or where there is to be a transfer to the Spouse's TFSA pursuant to paragraph 29, to either the Holder's Estate Representative, the creditor or the Spouse, as the Trustee deems advisable.

### **22. PAYMENT INTO COURT.**

If there is a dispute about:

(a) a payout from the Account or equalization of Property or other dispute arising from a breakdown of the Holder's marriage or common law partnership;

(b) the validity or enforceability of any legal demand or claim against the Property; or

(c) the authority of a person or personal representative to apply for and accept receipt of the Proceeds on death of the Holder;

the Trustee and the Agent are entitled to either apply to the court for directions or pay the Proceeds into court and, in either case, fully recover any legal costs it incurs in this regard as Expenses from the Account.

### **23. LIMITATION OF LIABILITY.**

The Trustee shall not be liable for any loss suffered by the Account, by the Holder or by any Survivor or beneficiary designated for purposes of the Account as a result of the purchase, sale or retention of any investment including any loss resulting from the Trustee acting on the direction of the agent appointed by the Holder to provide investment direction.

### **24. INDEMNITY.**

The Holder agrees to indemnify the Trustee for all compensation, Expenses and Taxes, other than those Taxes for which the Trustee is liable in accordance with the Tax Act and that cannot be charged against or deducted from the Property in accordance with the Tax Act, incurred or owing in connection with the Account to the extent that such compensation, Expenses and Taxes cannot be paid out of the Property.

### **25. SELF-DEALING.**

The Trustee's services are not exclusive and, subject to the limitations otherwise provided in this Trust Agreement on the powers of the Trustee, the Trustee may, for any purpose, and is hereby expressly authorized from time to time in its sole discretion to, appoint, employ, invest in, contract or deal with any individual, firm, partnership, association, trust or body corporate, with which it may be directly or indirectly interested or affiliated with, whether on its own account or on the account of another (in a fiduciary capacity or otherwise), and to profit therefrom, without being liable to account therefore and without being in breach of this Trust Agreement.

### **26. COMPENSATION, EXPENSES AND TAXES.**

The Trustee and Agent will be entitled to such reasonable fees as each may establish from time to time for services rendered in connection with the Account. All such fees will, unless first paid directly to the Agent, be charged against and deducted from the Property in such manner as the Agent or Trustee determines.

All Expenses incurred shall be paid from the Account, including Expenses with respect to the execution of third party demands or claims against the Account.

All Taxes, other than those Taxes for which the Trustee is liable and that cannot be charged against or deducted from the Property in accordance with the Tax Act, will be charged against and deducted from the Property in such manner as the Agent determines.

#### **27. SALE OF PROPERTY.**

The Trustee and Agent may sell Property in their respective sole discretion for the purposes of paying compensation, Expenses and Taxes, other than those Taxes for which the Trustee is liable in accordance with the Tax Act and that cannot be charged against or deducted from the Property in accordance with the Tax Act.

#### **28. TRANSFERS TO THE ACCOUNT.**

Amounts may be transferred to the Account from another TFSA of the Holder, or of the Spouse or Former Spouse where:

(a) the Holder and the Spouse or Former Spouse are living separate and apart and the transfer is made under a decree, order or judgment of a competent tribunal or under a written separation agreement, relating to the division of property between the Holder and the Spouse or Former Spouse in settlement of rights, arising out of, or on the breakdown of, their marriage or common-law partnership; or

(b) the Holder is the Spouse's survivor and the transfer occurs as a result of an exempt contribution (as that term is defined in the Tax Act).

#### **29. TRANSFERS OUT OF THE ACCOUNT.**

Upon delivery to the Agent of a direction from the Holder in a form satisfactory to the Trustee, the Trustee shall transfer all or a portion of the Property as is specified in the direction:

(a) to another TFSA of the Holder; or

(b) to a TFSA of the Spouse or Former Spouse where the Holder and the Spouse or Former Spouse are living separate and apart and the transfer is made under a decree, order or judgment of a competent tribunal or under a written separation agreement, relating to the division of property between the Holder and the Spouse or Former Spouse in settlement of rights, arising out of, or on the breakdown of, their marriage or common-law partnership.

#### **30. CHANGES TO TRUST AGREEMENT.**

The Trustee may change this Trust Agreement periodically. The Holder will be notified on how to obtain an amended copy of the Trust Agreement reflecting any such change and will be deemed to have accepted such changes. No change to this Trust Agreement (including a change calling for the Trustee's resignation as trustee or the termination of the trust created by this Trust Agreement) will be retroactive or result in the Account not being acceptable as a TFSA under the Applicable Laws.

#### **31. REPLACEMENT OF TRUSTEE.**

(a) The Trustee may resign by giving such written notice to the Agent as may be required from time to time under the terms of an agreement entered into between the Agent and the Trustee. The Holder will be given at least 30 days prior notice of such resignation. On the effective date of such resignation, the Trustee will be discharged from all further duties, responsibilities, and liabilities under this Trust Agreement, except those incurred before

the effective date. The Trustee will transfer all Property, together with all information required to continue the administration of the Property as a tax free savings account under the Applicable Laws, to a successor trustee.

(b) The Trustee has agreed to resign upon it being provided with notice in writing by the Agent if the Trustee is satisfied that the successor trustee nominated by the Agent will properly assume and fulfill the Trustee's duties and liabilities hereunder in respect of the administration of the Account.

(c) In either event, the Agent shall forthwith nominate a person to replace the Trustee and the resignation of the Trustee shall not take effect until its replacement has been so nominated by the Agent and appointed as successor by the Trustee and approved by Canada Revenue Agency or its successor. Failing the nomination of a replacement by the Agent within 30 days after receipt by it of a notice of resignation, the Trustee shall be entitled to appoint a person as its own replacement.

(d) Upon any such appointment and resignation of the Trustee, the person so appointed as replacement trustee shall, without further act or formality, be and become the Trustee hereunder. Such replacement trustee shall, without any conveyance or transfer, be vested with the same power, rights, duties and responsibilities as the Trustee and with the assets of the Account as if the replacement trustee had been the original Trustee. The Trustee shall execute and deliver to the replacement trustee all such conveyances, transfers and further assurances as may be necessary or advisable to give effect to the appointment of the replacement trustee.

(e) Any person appointed as a replacement trustee shall be a corporation resident in Canada that is licensed or otherwise authorized under the laws of Canada or a province to carry on in Canada the business of offering to the public its services as trustee.

Any trust company resulting from the merger or amalgamation of the Trustee with one or more trust companies and any trust company that succeeds to substantially all of the trust business of the Trustee shall thereupon become the successor to the Trustee without further act or formality. In all such cases, Canada Revenue Agency or its successor shall be notified.

#### **32. ASSIGNMENT BY AGENT.**

The Agent may assign its rights and obligations hereunder to any other corporation resident in Canada authorized to assume and discharge the obligations of the Agent hereunder and under the Applicable Laws.

#### **33. NOTICE.**

Any notice given by the Holder to the Agent shall be sufficiently given if delivered electronically to the Agent upon the Holder's receipt of an acknowledgement and response to same or personally to the office of the Agent where the Account is administered, or if mailed, postage prepaid and addressed to the Agent at such office, and shall be considered to have been given on the day that the notice is actually delivered or received by the Agent.

Any notice, statement, receipt or other communication given by the Trustee or the Agent to the Holder shall be sufficiently given if delivered electronically or personally to the Holder, or if mailed, postage prepaid and addressed to the Holder at the address shown on the Application or

at the Holder's last address given to the Trustee or the Agent, and any such notice, statement, receipt or other communication shall be considered to have been given at the time of delivery to the Holder electronically or personally or, if mailed, on the fifth day after mailing to the Holder.

#### **34. DATE OF BIRTH.**

The Holder's statement of his or her date of birth in the Application shall be deemed to be a certification as to the Holder's age, on which the Trustee and the Agent may rely, and an undertaking to provide any further evidence of proof of age as may be required by the Agent.

#### **35. CONTRIBUTION WHILE HOLDER IS A MINOR.**

Where the Holder makes a Contribution to the Account prior to the Holder having attained the age of majority in accordance with the Applicable Laws, the Holder will execute a ratification of the Application and all transactions made by the Holder in respect of the Account prior to reaching the age of majority.

#### **36. SIN AND ADDRESS OF HOLDER.**

The Trustee shall be entitled to rely upon the Agent's records as to the social insurance number, and to the current address of the Holder as establishing his or her residency and domicile for the operation of the Account and its devolution on the death of the Holder subject to any notice to the contrary respecting the Holder's domicile on death.

#### **37. HEIRS, REPRESENTATIVES AND ASSIGNS.**

The terms of this Trust Agreement shall be binding upon the heirs, Estate Representatives, attorneys, committees, guardians of property, other legal and personal representatives, and assigns of the Holder and upon the respective successors and assigns of the Trustee and the Agent and their directors, officers, employees, and agents, as well as their respective estates, Estate Representatives, heirs, attorneys, committees, guardians of property, other legal and personal representatives, and assigns.

#### **38. LANGUAGE.**

The Holder has expressly requested that this Trust Agreement and all related documents, including notices, be in the English language. Le titulaire a expressément demandé que cette Convention de fiducie et tous documents y afférents, y compris tout avis, soient rédigés en langue anglaise. (Quebec only/Québec seulement)

#### **39. INTERPRETATION.**

Unless the context requires otherwise, any terms or provisions importing the plural shall include the singular and vice versa.

#### **40. GOVERNING LAW.**

This Trust Agreement and the Account shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

The Holder expressly agrees that any action arising out of or relating to this Trust Agreement or the Account shall be filed only in a court located in Canada and the Holder irrevocably consents and submits to the personal jurisdiction of such court for the purposes of litigating of any such action.

#### **TFSA TRUST AGREEMENT – JULY 2012**

## Client Service

### Fiera Capital Funds Inc.

1 Adelaide Street East  
Suite 600  
Toronto, Ontario  
M5C 2V9

**T** 416 360-4826

**T** 1 800 265-1888 (toll free)

**F** 1 877 367-5938

### Montreal

1501 McGill College Avenue  
Suite 800  
Montreal, Quebec  
H3A 3M8

[mutualfunds@fieracapital.com](mailto:mutualfunds@fieracapital.com)

[www.fieracapitalfunds.com](http://www.fieracapitalfunds.com)



# SUPPLEMENTARY ACCOUNT APPLICATION FORM

[www.fieracapitalfunds.com](http://www.fieracapitalfunds.com)



**FIERACAPITAL**  
**FUNDS**

# Supplementary Account Application Form

✉ **RETURN TO:** Fiera Capital Funds Inc. ("FCFI") 1 Adelaide Street East, Suite 600, Toronto, Ontario M5C 2V9

## 1 ACCOUNT TYPE (PLEASE CHOOSE ONE)

- NEW TFSA  
 UPDATE TO EXISTING TFSA #

## 2 APPLICANT INFORMATION

- Mr.  Mrs.  Ms.  Dr.

LAST NAME

FIRST NAME

INITIALS

## 3 KNOW YOUR CLIENT INFORMATION<sup>1</sup>

Securities legislation requires us to ask for the following. This information must be provided in order to process your application and will remain strictly confidential.

**TOTAL NUMBER OF DEPENDENTS:** A dependent is someone you support financially. \_\_\_\_\_

**APPROXIMATE INCOME:** Only the income of the account holder should be included.

Please note your approximate annual income from all relevant sources: \_\_\_\_\_

Source of funds that are invested with Fiera Capital Funds Inc. (examples : sale of property, donation, inheritance, personal wealth, etc.) \_\_\_\_\_

**APPROXIMATE NET WORTH:** Only net worth of the account holder should be included.

Please provide an estimate of the value of your assets net of liabilities.

	Estimated Liquid Assets (eg. investments, cash)	\$ _____
+	Estimated Fixed Assets (eg. real estate)	\$ _____
-	Estimated Liabilities (eg. mortgage, car loan)	\$ _____
=	Estimated Net Worth	\$ _____

**BORROWED FUNDS:** Are you borrowing money to finance the purchase of the funds?  Yes  No

Using borrowed money to finance the purchase of securities involves greater risk than using cash resources only.

Please refer to the Disclosures for further details.

**TIME HORIZON:** Reflects the period from now to when you will need to access a significant portion of the money invested in the account.

Please Indicate the period from now to when you will need to access a significant portion of the money you invest in this account.  0 - 3 years  4 - 10 years  Over 10 years

**INVESTMENT KNOWLEDGE:** Reflects your understanding of investing, investment products and their associated risks.

Which of the following category best describes your knowledge of investing?  Nil  Limited  Average  Sophisticated

### RISK TOLERANCE AND INVESTMENTS OBJECTIVES:

Risk tolerance reflects both your willingness to accept risk and your ability to withstand financial loss. It should be determined as the lesser of both criteria.

Investment objectives reflect your desired results from investing and directly relate to the type of investments that you will purchase.

The value of the investments in your account should not exceed the allocation thresholds described on the following page, ± a 10% variation depending on circumstances. You will find detailed information, including the risk and objectives of each fund, in the prospectus and the fund fact sheets.

<sup>1</sup> This Know Your Client information applies only to this account.

NATIONAL INSTRUMENT 81-101 *MUTUAL FUND PROSPECTUS DISCLOSURE* (“NI 81-101”) requires delivery to the purchaser of the most recently filed fund facts document, for the applicable class or series of a mutual fund, before a dealer can accept a subscription request from a purchaser for the purchase of units of a particular mutual fund.

The purpose of pre-sale delivery of a fund facts document is to:

- Provide investors with key information about a fund (including: the fund’s investments, risk rating, past performance, who should invest in this fund, fees and expenses and investors’ rights) ;
- Provide the information in a simple, accessible and comparable format; and
- Provide the information before investors make their decision to buy.

NI 81-101 requirement of pre-delivery of the fund facts document applies to initial purchases of any units of a mutual fund.

**IN ORDER TO COMPLY WITH NI 81-101, FIERA CAPITAL FUNDS INC. REQUIRES THAT YOU CONSULT THE APPLICABLE FUND FACTS DOCUMENT(S) UNDERMENTIONED. PLEASE CONSIDER THE INFORMATION CONTAINED IN THE APPLICABLE FUND FACTS DOCUMENT(S) BEFORE COMPLETING THE BELOW TABLE.**

Fund facts documents will remain available for consultation at the hyperlinks indicated below.

**INITIAL CONTRIBUTION - MINIMUM \$5000**

Cheque provided \_\_\_\_\_ \$ and/or Direct transfer from another institution \_\_\_\_\_ \$

Please make cheques payable to Fiera Capital.

**RISK TOLERANCE AND INVESTMENT OBJECTIVES**

LOW RISK – INCOME INVESTMENTS	% ALLOCATED IN THE ACCOUNT	
Low risk investments demonstrate a low volatility and are for investors who are willing to accept lower returns for greater safety of capital. Your objective is to generate current income from your investments and you are less concerned with capital appreciation.	%	
Fund(s) that satisfy the above risk tolerance and investment objectives	FUND #	AMOUNT
FIERA CAPITAL BOND FUND, CLASS B <a href="#">Hyperlink to the fund facts document</a>	002	\$

LOW TO MEDIUM RISK – BALANCED INVESTMENTS	% ALLOCATED IN THE ACCOUNT	
Low to Medium risk investments demonstrate a low to medium volatility but a higher volatility than those described on line one. Your objective is a combination of income and growth. An account with a balanced objective should typically include at least 40% in fixed income investments and no more than 60% in equity mutual funds.	%	
Fund(s) that satisfy the above risk tolerance and investment objectives	FUND #	AMOUNT
FIERA CAPITAL BALANCED FUND, CLASS B <a href="#">Hyperlink to the fund facts document</a>	001	\$

LOW TO MEDIUM RISK – GROWTH INVESTMENTS	% ALLOCATED IN THE ACCOUNT	
Low to Medium risk investments demonstrate low to medium volatility but a higher volatility than those described in line one. Your objective is capital appreciation and current income from investments is not a requirement. This may lead you to hold a relatively high proportion of funds that invest in equities if you also have a higher risk tolerance and long term time horizon.	%	
Fund(s) that satisfy the above risk tolerance and investment objectives	FUND #	AMOUNT
FIERA CAPITAL DEFENSIVE GLOBAL EQUITY FUND, CLASS B <a href="#">Hyperlink to the fund facts document</a>	024	\$

MEDIUM RISK – INCOME & MODERATE GROWTH INVESTMENTS	% ALLOCATED IN THE ACCOUNT	
Medium risk investments demonstrate a medium volatility. Your objective is to generate current income and moderate growth over a longer period of time from your investments and you are less concerned with capital appreciation.	%	
Fund(s) that satisfy the above risk tolerance and investment objectives	FUND #	AMOUNT
FIERA CAPITAL HIGH INCOME FUND, CLASS B <a href="#">Hyperlink to the fund facts document</a>	009	\$

MEDIUM RISK – GROWTH INVESTMENTS	% ALLOCATED IN THE ACCOUNT	
Medium risk investments demonstrate a medium volatility and are for investors that are looking for moderate growth over a longer period of time. Your objective is capital appreciation and current income from investments is not a requirement. This may lead you to hold a relatively high proportion of funds that invest in equities if you also have a higher risk tolerance and long term time horizon.	%	
Fund(s) that satisfy the above risk tolerance and investment objectives	FUND #	AMOUNT
FIERA CAPITAL GLOBAL EQUITY FUND, CLASS B <a href="#">Hyperlink to the fund facts document</a>	004	\$
FIERA CAPITAL U.S. EQUITY FUND, CLASS B <a href="#">Hyperlink to the fund facts document</a>	012	\$
FIERA CAPITAL CORE CANADIAN EQUITY FUND, CLASS B <a href="#">Hyperlink to the fund facts document</a>	007	\$
FIERA CAPITAL INTERNATIONAL EQUITY FUND, CLASS B <a href="#">Hyperlink to the fund facts document</a>	013	\$

MEDIUM TO HIGH RISK – GROWTH INVESTMENTS	% ALLOCATED IN THE ACCOUNT	
Medium to High risk investments demonstrate a medium to high volatility and are for investors that are looking for long term growth. Your objective is capital appreciation and current income from investments is not a requirement. This may lead you to hold a relatively high proportion of funds that invest in equities if you also have a higher risk tolerance and long term time horizon.	%	
Fund(s) that satisfy the above risk tolerance and investment objectives	FUND #	AMOUNT
FIERA CAPITAL EQUITY GROWTH FUND, CLASS B <a href="#">Hyperlink to the fund facts document</a>	003	\$

**DISTRIBUTION OPTIONS**

- Reinvest in same fund     Electronic Funds Transfer (EFT) to bank account (see section 4 Banking Information of the Tax-Free Savings Application Form)

By signing below, I confirm having read and understood the information contained in the applicable fund facts document(s). After consideration of the information disclosed, I confirm that I am applying to buy units of the mutual fund(s) as indicated. As a result, Fiera Capital Funds Inc. will be receiving trailing commissions in respect of the purchased fund(s).

.....  
 APPLICANT SIGNATURE

Y	Y	Y	Y	M	M	D	D
---	---	---	---	---	---	---	---

DATE

**4 DECLARATION OF TAX RESIDENCE**

Canada is committed to international tax cooperation and an important part of that work involves the exchange of information between tax administrations. Cooperation between partner jurisdictions will assist in combating tax evasion and in promoting voluntary compliance with tax laws. Automatic exchange of financial account information with the United States (“U.S.”) exists under the Canada-U.S. Intergovernmental Agreement for the Enhanced Exchange of Financial Account Information with respect to taxes. Canada’s automatic exchange of financial account information arrangements with jurisdictions other than the U.S. have been implemented in accordance with the Common Reporting Standard (“CRS”). Under these arrangements, financial institutions need to better understand the tax residence of their account holders and to report such information. To that end, we ask that you fill out and sign the self-certification Canada Revenue Agency (“CRA”) *Declaration of Tax Residence for Individuals – Part XVIII and Part XIX of the Income Tax Act* (“Form RC518”) **available on the last page of this document**. FCFI will report, if necessary, this information to the CRA who in turn will exchange it with tax administrations of partner jurisdictions, including the U.S. Internal Revenue Service (“IRS”).

- As indicated at section 3 - Certification of the Form RC518, I certify that the information given on the said form is correct and complete in all material aspects and I hereby undertake to provide FCFI with an updated Form RC518 within 30 days of any change in circumstances that causes the information provided to become incomplete or inaccurate.

Should you have further questions, please visit the CRA website at [www.cra-arc.gc.ca/menu-eng.html](http://www.cra-arc.gc.ca/menu-eng.html) or consult your tax advisor.

## 5 THIRD PARTY DETERMINATION STATEMENT

Does any third party have a financial interest in the account? A third party is an individual or an entity, other than the account holder or those authorized to give instructions in the account, who directs the activity in the account.  Yes  No

If yes, please complete the Third Party Determination Statement below.

THIRD PARTY'S NAME	THIRD PARTY'S ADDRESS	<table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;">Y</td> <td style="width: 25px; height: 20px;">Y</td> <td style="width: 25px; height: 20px;">Y</td> <td style="width: 25px; height: 20px;">Y</td> <td style="width: 25px; height: 20px;">M</td> <td style="width: 25px; height: 20px;">M</td> <td style="width: 25px; height: 20px;">D</td> <td style="width: 25px; height: 20px;">D</td> </tr> </table> DATE OF BIRTH	Y	Y	Y	Y	M	M	D	D
Y	Y	Y	Y	M	M	D	D			
THIRD PARTY'S PRINCIPAL OCCUPATION	RELATIONSHIP BETWEEN THE THIRD PARTY AND THE CLIENT									
IF ENTITY: INCORPORATION NUMBER	PLACE OF ISSUANCE OF THE CERTIFICATE OF CONSTITUTION	PRINCIPAL BUSINESS OF THE ENTITY								

## 6 TRADING AUTHORIZATION

Will any person other than the account holder exert control over the assets in the account?  Yes  No

If yes, please complete the Power of Attorney form or the Trading Authorization form. Please contact a Client Service Associate.

## 7 AGREEMENT AND ACKNOWLEDGEMENT

<table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;">Y</td> <td style="width: 25px; height: 20px;">Y</td> <td style="width: 25px; height: 20px;">Y</td> <td style="width: 25px; height: 20px;">Y</td> <td style="width: 25px; height: 20px;">M</td> <td style="width: 25px; height: 20px;">M</td> <td style="width: 25px; height: 20px;">D</td> <td style="width: 25px; height: 20px;">D</td> </tr> </table> SIGNED ON	Y	Y	Y	Y	M	M	D	D	IN THE PROVINCE OF
Y	Y	Y	Y	M	M	D	D		
APPLICANT SIGNATURE									

## DEALER INFORMATION

DEALER NAME	REPRESENTATIVE NAME	<table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table> DEALER NUMBER					<table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table> REPRESENTATIVE NUMBER				

## ACCEPTANCE BY FIERA CAPITAL CORPORATION (AS AGENT FOR THE ROYAL TRUST COMPANY)

<table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;">Y</td> <td style="width: 25px; height: 20px;">Y</td> <td style="width: 25px; height: 20px;">Y</td> <td style="width: 25px; height: 20px;">Y</td> <td style="width: 25px; height: 20px;">M</td> <td style="width: 25px; height: 20px;">M</td> <td style="width: 25px; height: 20px;">D</td> <td style="width: 25px; height: 20px;">D</td> </tr> </table> SIGNED ON	Y	Y	Y	Y	M	M	D	D	AUTHORIZED SIGNATURE
Y	Y	Y	Y	M	M	D	D		

## FOR HEAD OFFICE USE ONLY

TOTAL RISK TOLERANCE (must equal 100%)	TOTAL INVESTMENT OBJECTIVES (must equal 100%)
TOTAL LOW RISK _____ %	TOTAL INCOME _____ %
TOTAL LOW TO MEDIUM RISK _____ %	TOTAL BALANCED _____ %
TOTAL MEDIUM RISK _____ %	TOTAL INCOME & MODERATE GROWTH _____ %
TOTAL MEDIUM TO HIGH RISK _____ %	TOTAL GROWTH _____ %
TOTAL HIGH RISK _____ %	

## Privacy Policy

Personal information collected will only be used for the purposes of opening the account and satisfying the requirements of the Act. You may view our policy on privacy at our website [www.fieracapital.com](http://www.fieracapital.com)

## Questions

If you have any questions regarding the collection of this information, please contact one of our customer service representatives at **1 800 265-1888**.

## FIERA CAPITAL FUNDS INC. ("FCFI") SUMMARY OF COMPLAINT HANDLING PROCEDURES

FCFI has procedures in place to handle any written or verbal complaints received from clients in a fair and prompt manner. This is a summary of those procedures, which we provide to new clients and clients who have filed a complaint.

### The Client Complaint Information Form

Clients who wish to make a complaint are provided with a Client Complaint Information Form ("CCIF") that provides general information about their options for making a complaint.

### How to File a Complaint with FCFI

Clients wishing to complain to FCFI may make their complaint to our head office by mail at Fiera Capital Funds Inc., 1 Adelaide Street East, Suite 600, Toronto, Ontario M5C 2V9, email at [mutualfunds@fieracapital.com](mailto:mutualfunds@fieracapital.com) or toll free at **1-800-265-1888**. All complaints are forwarded to qualified compliance or supervisory personnel to be handled. We encourage clients to make their complaint in writing or by email<sup>1</sup> where possible. Where clients have difficulty putting their complaint in writing, they should advise us so that we can provide assistance. For confidentiality reasons, we will only deal with the client or another individual who has the client's express written authorization to deal with us.

### FCFI Complaint Handling Procedures

We will acknowledge receipt of complaints promptly, in writing, generally within five (5) days. We review all complaints fairly, taking into account all relevant documents and statements obtained from the client, our records, our client account manager, other staff members and any other relevant source. Once our review is complete, we provide clients with our written response. Our response may be an offer to resolve your complaint, a denial of the complaint with reasons or another appropriate response. Where the complaint relates to certain serious allegations<sup>2</sup>, our initial acknowledgement will include copies of this summary and the CCIF. Our response will summarize your complaint, our findings and will contain a reminder about your options with the Ombudsman for Banking Services and Investments. We will generally provide our response within ninety (90) days, unless we are waiting for additional information from you or the case is complex.

After the date of our response, we will respond to communications you send us to the extent necessary to implement a resolution or to address any new issues or information you provide.

## Settlements

If we offer you a financial settlement, we may ask you to sign a release and waiver for legal reasons.

## Contacting FCFI

- Clients may contact us at any time to provide further information or to inquire as to the status of their complaint, by contacting the individual handling their complaint or by contacting us by email at [mutualfunds@fieracapital.com](mailto:mutualfunds@fieracapital.com) or toll free at **1-800-265-1888**.

<sup>1</sup> Clients who choose to communicate by email should be aware of possible confidentiality issues regarding internet communications.

<sup>2</sup> As defined in the Policies of the Mutual Fund Dealers Association of Canada of which FCFI is a Member.

## Other means of Filing a Complaint

### FILING A COMPLAINT WITH THE MUTUAL FUND DEALERS ASSOCIATION OF CANADA ("MFDA")

The MFDA is the self-regulatory organization in Canada that regulates the operations, standards of practice and business conduct of its Members. As a mutual fund dealer, FCFI is a registered member of the MFDA.

A client may make a complaint to the MFDA at any time, whether or not the client has already made a complaint to FCFI. The options available to the client are presented below.

### FILING A COMPLAINT WITH THE AUTORITÉ DES MARCHÉS FINANCIERS ("AMF")

The AMF is mandated by the government of Québec to regulate the province's financial markets and provide assistance to consumers of financial products and services.

A Quebec client may make an original complaint to the AMF at any time, whether or not the client has already made a complaint to FCFI. Alternatively, if a client is not satisfied with the settlement offered by FCFI, the client may subsequently request FCFI to send a copy of the complaint file to the AMF by completing the Request for the Transfer of a File form. Please refer to the forms below:

- Making an original complaint to the AMF : Consumer Complaint or Allegation Reporting Form <http://www.lautorite.qc.ca/files/pdf/formulaires-conso/form-plainte-en.pdf>
- Transferring a complaint file to the AMF: Transfer of a file form <http://www.lautorite.qc.ca/files/pdf/formulaires-conso/form-trans-dossier-en.pdf>

Please note that as a Quebec client, you must direct your complaint to the AMF and not to the MFDA.

## MUTUAL FUND DEALERS ASSOCIATION OF CANADA

### Client Complaint Information Form

Clients of a mutual fund dealer who are not satisfied with a financial product or service have a right to make a complaint and to seek resolution of the problem. MFDA Member dealers have a responsibility to their clients to ensure that all complaints are dealt with fairly and promptly. If you have a complaint, these are some of the steps you can take:

- Contact your mutual fund dealer. Member firms are responsible to you, the investor, for monitoring the

actions of their representatives to ensure that they are in compliance with by-laws, rules and policies governing their activities. The firm will investigate any complaint that you initiate and respond back to you with the results of their investigation within the time period expected of a Member acting diligently in the circumstances, in most cases within three months of receipt of the complaint. It is helpful if your complaint is in writing.

- Contact the Mutual Fund Dealers Association of Canada ("MFDA"), which is the self-regulatory organization in Canada to which your mutual fund dealer belongs. The MFDA investigates complaints about mutual fund dealers and their representatives, and takes enforcement action where appropriate. You may make a complaint to the MFDA at any time, whether or not you have complained to your mutual fund dealer. The MFDA can be contacted:
  - By completing the on-line complaint form at [www.mfda.ca](http://www.mfda.ca)
  - By telephone in Toronto at **(416) 361-6332**, or toll free at **1-888-466-6332**
  - By e-mail at [complaints@mfda.ca](mailto:complaints@mfda.ca)<sup>1</sup>
  - In writing by mail to **121 King Street West, Suite 1000, Toronto, ON M5H 3T9** or by fax at **(416) 361-9073**

<sup>1</sup> You may wish to consider issues of internet security when sending sensitive information by standard e-mail.

## Compensation:

The MFDA does not order compensation or restitution to clients of Members. The MFDA exists to regulate the operations, standards of practice and business conduct of its Members and their representatives with a mandate to enhance investor protection and strengthen public confidence in the Canadian mutual fund industry. If you are seeking compensation, you may consider the following:

- Ombudsman for Banking Services and Investments ("OBSI"): You may make a complaint to OBSI after you have complained to the dealer, at either of the following times:
  - If the dealer's Compliance Department has not responded to your complaint within 90 days of the date you complained, or;
  - After the dealer's Compliance Department has responded to your complaint and you are not satisfied with the response. Please note that you have 180 calendar days to bring your complaint to OBSI after receiving the dealer's response.
- OBSI provides an independent and impartial process for the investigation and resolution of complaints about the provision of financial services to clients. OBSI can make a non-binding recommendation that your firm compensate you (up to \$350,000) if it determines that you have been treated unfairly, taking into account the criteria of good financial services and business practice, relevant codes of practice or conduct, industry regulation and the law. The OBSI process is free of charge and is confidential. OBSI can be contacted:
  - By telephone in Toronto at **(416) 287-2877**, or toll free at **1-888-451-4519**
  - By e-mail at [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)
- Legal Assistance: You may consider retaining a

lawyer to assist with the complaint. You should be aware that there are legal time limits for taking civil action. A lawyer can advise you of your options and recourses. Once the applicable limitation period expires, you may lose rights to pursue some claims.

- Manitoba, New Brunswick and Saskatchewan: Securities regulatory authorities in these provinces have the power to, in appropriate cases, order that a person or company that has contravened securities laws in their province pay compensation to a claimant. The claimant is then able to enforce such an order as if it were a judgment of the superior court in that province. For more information, please visit:

Manitoba: [www.msc.gov.mb.ca](http://www.msc.gov.mb.ca)

New Brunswick: [www.nbsc-cvmnb.ca](http://www.nbsc-cvmnb.ca)

Saskatchewan: [www.fcaa.gov.sk.ca](http://www.fcaa.gov.sk.ca)

- Québec:
  - If you are not satisfied with the outcome or with the examination of a complaint, the Autorité des marchés financiers (“AMF”) can examine your complaint and may provide dispute resolution services.
  - If you think you are a victim of fraud, fraudulent tactics or embezzlement, you can contact the AMF to see if you meet the eligibility to submit a claim to the *Fonds d’indemnisation des services Financiers* (“Financial Services Compensation Fund”).

An indemnity up to \$200,000 can be payable through monies accumulated in the fund for an eligible claim.

- For more information:
  - Contact the AMF by telephone at **(418) 525-0337** (in Québec), or toll free at **1-877-525-0337**
  - Visit [www.lautorite.qc.ca](http://www.lautorite.qc.ca)

#### **Risk of Borrowing to Invest**

Here are some risks and factors that you should consider before borrowing to invest:

#### IS IT RIGHT FOR YOU?

Borrowing money to invest is risky. You should only consider borrowing to invest if:

- You are comfortable with taking risk.
- You are comfortable taking on debt to buy investments that may go up or down in value.
- You are investing for the long-term.
- You have a stable income.

You should not borrow to invest if:

- You have a low tolerance for risk.
- You are investing for a short period of time.
- You intend to rely on income from the investments to pay living expenses.
- You intend to rely on income from the investments to repay the loan. If this income stops or decreases you may not be able to pay back the loan.

#### YOU CAN END UP LOSING MONEY

- If the investments go down in value and you have borrowed money, your losses would be larger than had you invested using your own money.
- Whether your investments make money or not you will still have to pay back the loan plus interest. You may have to sell other assets or use money you had set aside for other purposes to pay back the loan.
- If you used your home as security for the loan, you may lose your home.
- If the investments go up in value, you may still not make enough money to cover the costs of borrowing.

#### TAX CONSIDERATIONS

- You should not borrow to invest just to receive a tax deduction.
- Interest costs are not always tax deductible. You may not be entitled to a tax deduction and may be reassessed for past deductions. You may want to consult a tax professional to determine whether your interest costs will be deductible before borrowing to invest.

Your advisor should discuss with you the risks of borrowing to invest.

## Client Service

### Fiera Capital Funds Inc.

1 Adelaide Street East  
Suite 600  
Toronto, Ontario  
M5C 2V9

**T** 416 360-4826

**T** 1 800 265-1888 (toll free)

**F** 1 877 367-5938

### Montreal

1501 McGill College Avenue  
Suite 800  
Montreal, Quebec  
H3A 3M8

[mutualfunds@fieracapital.com](mailto:mutualfunds@fieracapital.com)

[www.fieracapitalfunds.com](http://www.fieracapitalfunds.com)





# Declaration of Tax Residence for Individuals – Part XVIII and Part XIX of the Income Tax Act

- If you are an individual and you are planning to open a financial account or if you already have a financial account with a Canadian financial institution, it may ask you to fill out this or a similar form. For more information, see *How to fill out the form* on page 2.
- Canadian financial institutions are required under Part XVIII and Part XIX of the *Income Tax Act* to collect the information you provide on this form to determine if they have to report your financial account to the Canada Revenue Agency (CRA). The CRA may share this information with the government of a foreign jurisdiction that you are resident of for tax purposes. In the case of the United States, the CRA may also share the information with that country's government if you are a U.S. citizen. You can ask your financial institution if it reported your financial account to the CRA and what information it gave.
- Each account holder of a joint account has to fill out a declaration of tax residence form.
- Fill in all sections of this form that apply to you. If you do not have all the necessary information when you fill out the form, you may be given up to 90 days to give the missing information to your Canadian financial institution. If you do not give the missing information to your financial institution within the specified time frame, it may have to report your financial account to the CRA.
- If you need help with your tax residency information for this form, see Income Tax Folio, S5-F1-C1, *Determining an Individual's Residence Status*, which you can find on the CRA website.

Section 1 – Identification of account holder			
Last name		First name and initial(s)	
Date of birth		Year    Month    Day	
Policy/account number assigned by the financial institution			
Permanent residence address			
Apartment number – street number and name			City
Province, territory, state, or sub-entity	Country or jurisdiction		Postal or ZIP code
Mailing address (only if different from the permanent residence address)			
Apartment number – street number and name			City
Province, territory, state, or sub-entity	Country or jurisdiction		Postal or ZIP code

Section 2 – Declaration of tax residence	
<p>Tick (✓) all of the options that apply to you.</p>	
<input type="checkbox"/> <b>I am a tax resident of Canada.</b> If you ticked this box, give your social insurance number.	Social insurance number [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ]
<input type="checkbox"/> <b>I am a tax resident or a citizen of the United States.</b> If you ticked this box, give your taxpayer identification number (TIN) from the United States. If you do not have a TIN from the United States, have you applied for one?	TIN from the United States [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ] <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> <b>I am a tax resident of a jurisdiction other than Canada or the United States.</b> If you ticked this box, give your jurisdictions of tax residence and taxpayer identification numbers. If you do not have a TIN for a specific jurisdiction, give the reason using one of these choices: Reason 1: I will apply or have applied for a TIN but have not yet received it. Reason 2: My jurisdiction of tax residence does not issue TINs to its residents. Reason 3: Other reason. For this form, "other reason" is enough. However, you still have to tell your financial institution the specific reason.	
Jurisdiction of tax residence	If you do not have a TIN, choose reason 1, 2, or 3.

Section 3 – Certification	
<p>I certify that the information given on this form is correct and complete. I will give my financial institution a new form within 30 days of any change in circumstances that causes the information on this form to become incomplete or inaccurate.</p>	
_____ Name (print)	_____ Signature
	Date [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ][ ] Year    Month    Day

Personal information is collected under the *Income Tax Act* to administer tax, benefits, and related programs. It may also be used for any purpose related to the administration or enforcement of the Act such as audit, compliance and the payment of debts owed to the Crown. It may be shared or verified with other federal, provincial/territorial government institutions, and foreign governments to the extent authorized by law. Failure to provide this information may result in interest payable, penalties or other actions. Under the *Privacy Act*, individuals have the right to access their personal information and request correction if there are errors or omissions. Refer to Info Source at [cra.gc.ca/gncy/tp/nfsrc/nfsrc-eng.html](http://cra.gc.ca/gncy/tp/nfsrc/nfsrc-eng.html), Personal Information Bank CRA PPU 005.

(Vous pouvez obtenir ce formulaire en français à [arc.gc.ca/formulaires.](http://arc.gc.ca/formulaires.))



## How to fill out the form

### Section 1 – Identification of account holder

Use Section 1 to identify the account holder. Sometimes the account holder's address may be different from the mailing address. If this is the case, give both addresses.

The **account holder** is the person listed or identified as the holder of the financial account by the financial institution that maintains the account. But, when a person other than a financial institution holds a financial account for the benefit of or for another person as an agent, custodian, nominee, signatory, investment advisor, or intermediary, they are not considered the account holder. In such cases, the account holder is the person for whom the account is held.

If a trust or an estate is listed as the holder of a financial account, the trust or the estate is the account holder, not the trustee or the liquidator. Similarly, if a partnership is listed as the holder of a financial account, the partnership is the account holder, not the partners in the partnership. In such cases, fill out Form RC519, *Declaration of Tax Residence for Entities – Part XVIII and Part XIX of the Income Tax Act*.

An account holder also includes any person who can access the cash value or designate a beneficiary under a cash value insurance contract or an annuity contract.

The **policy/account number** is the number your financial institution assigned to you. For example, enter the number assigned to you (such as a bank account number or insurance policy number) in this box. When you fill out this form as a controlling person of an entity, enter the policy or account number assigned to the entity, not your personal number. If you do not have such a number, leave this box blank.

### Section 2 – Declaration of tax residence

Use Section 2 to identify the account holder's tax residence and taxpayer identification number. If the account holder does not have such a number, give the reason.

## Type of controlling person

Fill in this section **only** if you are filling out this form as a controlling person of an entity.

**Controlling persons** of an entity are the natural persons who exercise direct or indirect control over the entity. Generally, whether any person exercises control over an entity is determined in a way similar to how beneficial owners are identified for Canada's *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

For example, a person is generally considered a controlling person of a corporation if they directly or indirectly own or control 25% or more of the corporation. When no natural person is identified as exercising control of the corporation, a director or senior official of the corporation is considered the controlling person.

Generally, an individual will be a **tax resident** of a jurisdiction if, under the laws of that jurisdiction, they pay or should be paying tax there because of their domicile, residence, or a similar criterion.

Individuals who are tax residents in more than one jurisdiction can rely on the tie-breaker rules in tax conventions (when they apply) to resolve cases of dual tax residence.

For more information on tax residency, talk to your tax adviser or go to [oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/#d.en.347760](http://oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/#d.en.347760).

A **taxpayer identification number**, often referred to by its abbreviation TIN, is a unique identifier made of letters or numbers that the jurisdiction assigns to an individual. The jurisdiction uses the TIN in administering its tax laws to identify the individual. Enter the TIN in its official format. For more details about acceptable TINs, go to [oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/#d.en.347759](http://oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/#d.en.347759).

If you do not have a TIN from the United States, you have 90 days to apply for one and 15 days after you receive it to give it to your financial institution.

Reasons that fall under "Reason 3: **Other reason**" for not having a TIN include not being eligible to receive one. However, if you are eligible to receive a TIN but you do not have one, you have 90 days to apply for one through your jurisdiction of residence. You have 15 days after you receive it to give it to your financial institution.

### Section 3 – Certification

Make sure you fill in and sign Section 3 before you give this form to your Canadian financial institution.

In the case of a trust, controlling persons include its settlors, trustees, protectors (if any), beneficiaries (or class of beneficiaries), and any other natural persons exercising ultimate effective control over the trust.

A settlor, trustee, protector, or beneficiary of a trust may be an entity. If so, to determine the trust's controlling persons you have to look through the entity's chain of control or ownership to identify the natural persons exercising ultimate effective control over the entity. You then have to report those you find as controlling persons of the trust. Financial institutions may apply this requirement in a way similar to how beneficial owners are identified for Canada's *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*.

In the case of a legal arrangement other than a trust, controlling persons are persons in equivalent or similar positions.

Type of controlling person\*

\* Enter the description that best describes the type of controlling person:

- 1) Direct owner of a corporation or other legal person
- 2) Indirect owner of a corporation or other legal person (through an intermediary)
- 3) Director or senior official of a corporation or other legal person
- 4) Settlor of a trust
- 5) Trustee of a trust
- 6) Protector of a trust
- 7) Beneficiary of a trust
- 8) Other controlling person of a trust
- 9) Equivalent to a settlor of a legal arrangement other than a trust (e.g. partnership)
- 10) Equivalent to a trustee of a legal arrangement other than a trust (e.g. partnership)
- 11) Equivalent to a protector of a legal arrangement other than a trust (e.g. partnership)
- 12) Equivalent to a beneficiary of a legal arrangement other than a trust (e.g. partnership)
- 13) Other controlling person of a legal arrangement other than a trust (e.g. partnership)