

Tax-Free Savings Account

Trust Agreement



Contents

1. Definitions.....	1
2. Acceptance of Trust.....	2
3. Self-Dealing.....	2
4. Registration.....	2
5. Delegation by Trustee.....	3
6. Agents.....	3
7. Date of Birth, SIN and Residency.....	3
8. Designation of Successor Holder or Beneficiary.....	3
9. Contributions.....	4
10. Excess Contributions.....	4
11. Investment of the Property of the Account.....	4
12. Unclaimed Property.....	5
13. Payments.....	5
14. Expenses and Taxes.....	5
15. Sale of Property.....	6
16. Transfers Into the Account.....	6
17. Transfers Out of the Account.....	6
18. Notices.....	6
19. Tax Information.....	6
20. Statement of Account.....	7
21. Death.....	7
22. Heirs, Representatives and Assigns.....	7
23. Right of Offset.....	7
24. Pledging.....	8
25. Debit Balances.....	8
26. Release of Information.....	8
27. Legal Proceedings.....	8
28. Limitation of Liability.....	8
29. Indemnity.....	8
30. Changes to Trust Agreement.....	9
31. Replacement of Trustee.....	9
32. Corporate Reorganization.....	9
33. Language.....	9
34. Interpretation.....	9
35. Governing Law.....	9
36. Group Tax-Free Savings Account.....	9

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 by the Application and this Trust Agreement for the Holder;

“Account Agreement” means the agreement or agreements entered into between the Holder and Royal Bank or Royal Mutual Funds Inc. (RMFI), as the case may be, regarding the terms under which Royal Bank or RMFI may deal with the Property;

“Applicable Laws” means the Tax Act (Canada) and other legislation of Canada and of the provinces and territories applicable hereto, including regulations established under such legislation as may be amended from time to time;

“Application” means your application to Royal Bank and the Trustee for 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 your death and other documents as may be required by the Trustee in its sole discretion in connection with the transmission of the Property on your death and expressly includes Letters Probate, Letters of Administration, Certificate of Appointment of Estate Trustee With or Without a Will or other document of like import issued by any court in Canada;

“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 (1) costs, (2) charges, (3) investment management fees, investment advisory fees, commissions, and other fees as set out in an Account Agreement or the Application, (4) legal expenses and (5) out-of-pocket expenses incurred from time to time in relation to the Account;

“Former Spouse” means an individual who is considered by the Tax Act to be your former spouse or common-law partner;

“Holder” means you, the individual who enters into the arrangement with the Trustee, which arrangement is to be registered as a TFSA or the Survivor if designated as the successor holder of the TFSA;

“Proceeds” means the Property paid from the Account, less any Expenses and Taxes;

“Prohibited Investment” means property (other than 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:
 - 1) a corporation, partnership or trust in which the Holder has a significant interest;
 - 2) a person or partnership that does not deal at arm’s length with the Holder;
- 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 held under the Account and includes income thereon and the Proceeds thereof, whether invested or not, as held or valued in Canadian dollars;

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

“Royal Bank” means Royal Bank of Canada, in its capacity as agent of the Trustee and administrator of the Account and its successors and assigns;

“RMFI” means Royal Mutual Funds Inc., a registered dealer of securities under the Applicable Laws appointed by the Trustee and the Holder as investment agent under the Account;

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

“**Survivor**” of the Holder means an individual who survives you and was your Spouse immediately before your death;

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

“**Taxes**” means any and all applicable taxes and assessments, interest and penalties which may be required to be paid under the 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

You hereby direct Royal Bank to establish the Account as a trust for you for your exclusive benefit during your lifetime and you appoint the Trustee as trustee of the Account. The Trustee hereby agrees to act as the trustee for you under the Account subject to its usual business acceptance policies and procedures. If you do not meet those requirements, you will be advised.

3. Self-Dealing

The Trustee’s services are not exclusive and, subject to the limitations on the powers of the Trustee otherwise provided in this Trust Agreement, 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, 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.

4. Registration

The Trustee or Royal Bank will apply for registration of the Account as a tax-free savings account under the social insurance number of you as the Holder and pursuant to the Applicable Laws. For greater certainty, unless you have 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, able to be registered as a tax-free savings account.

Should the Trustee or Royal Bank be advised by the Minister of National Revenue or the Canada Revenue Agency or other government authority that the Account has failed to be duly registered, then:

- (a) any Contributions made shall be held by the Trustee in a bare trust, which was never a tax-free savings account;
- (b) this trust shall be terminated, and the assets paid or transferred to you, at your direction; and if you fail to give direction or cannot be located, then the Trustee or Royal Bank may in their sole discretion:
 - 1) liquidate the investments and forward the net Proceeds of such sale to you or
 - 2) transfer the Assets to Royal Bank or RMFI to be held in a non-registered bank or investment account (as the case may be)
 - a. either already existing in your sole name with Royal Bank or RMFI, or
 - b. opened by Royal Bank or RMFI subject to their further requirements in your name using the information from the application with you being deemed to have signed an Application for the bank or investment account, as the case may be;
- (c) you agree to indemnify the Trustee, Royal Bank and RMFI and save them harmless in respect of any costs which may be imposed personally by any of them as a result of the failure to register the Account, the termination of the trust and the liquidation and subsequent Distribution of the Assets.

5. Delegation by Trustee

You expressly authorize the Trustee to delegate to any of its agents the performance of the following duties of the Trustee:

- a) accepting Contributions;
- b) receiving transfers of Property;
- c) investing and reinvesting the Property as directed by you;
- d) registering and holding the Property in the Trustee's name, or in the name of its nominees as determined by the Trustee or its agents from time to time;
- e) maintaining records, including information concerning the Survivor and the designation of beneficiaries, where applicable;
- f) providing to you statements of account;
- g) preparing 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.

You acknowledge that to the extent the Trustee delegates any such duties; the Trustee shall thereby be discharged from performing them.

6. Agents

- a) You authorize the Trustee to appoint and employ agents to whom each may delegate, respectively, any of its powers, duties and responsibilities under the Account.
- b) The Trustee acknowledges and confirms that ultimate responsibility for the administration of the Account remains with the Trustee.
- c) The Trustee has appointed Royal Bank as its agent to be the administrator of the Account and to perform certain duties relating to the operation of the Account on behalf of the Trustee. Royal Bank agrees to administer the Account in accordance with this Trust Agreement and the Tax Act.
- d) If you have entered into an Account Agreement with RMFI, you and the Trustee appoint RMFI as the mutual fund dealer under the Account in accordance with the terms of the Account Agreement.
- e) Depending on the type of investments you choose, your investments may be placed with Royal Bank, provided that Royal Bank shall not trade in any securities, or through RMFI. If the latter and on behalf of the Trustee, RMFI may either place them with RBC Global Asset Management Inc. or hold them as your nominee.

7. Date of Birth, SIN and Residency

The date of birth and social insurance number in the Application will be certification of your date of birth and social insurance number for purposes of establishing a tax-free savings account. You will provide Royal Bank with any further evidence, proof of age or social insurance number that may be required for such purpose.

The Trustee shall be entitled to rely upon Royal Bank's records as to your current address as establishing your residency and domicile for purposes of the operation of the Account and its devolution on death subject to any notice to the contrary respecting your residency or domicile.

8. Designation of Successor Holder or Beneficiary

Subject to Applicable Laws, you may:

- a) designate your Spouse to be the successor holder under the Account after your death if your Spouse survives you; or
- b) designate one or more beneficiaries to receive the Account Proceeds if you die before the termination of the Account; and

c) at any time, change or revoke such a designation as set out below.

A designation may only be made, changed or revoked:

a) signed by you in a format acceptable to Royal Bank; or

b) by Will; and

c) in either case, must be delivered to Royal Bank prior to Account Proceeds being paid from the Account to the successor holder or any beneficiaries.

Royal Bank will not accept a designation of successor Holder or beneficiary with respect to the Account if it is held through one of Royal Bank's branches located in the province of Quebec or if you are a resident of Quebec, unless that designation was made by your Will.

If the designation is made by Will, Royal Bank will only accept such designation to be recorded in the records of the Account as part of the Estate Documents to be provided after your death and not earlier.

If, under Applicable Laws expressly pertaining to the designation of beneficiaries, you wish to make an irrevocable designation of beneficiary under the Account, it must be filed in accordance with Section 18 (Notices). Acceptance of such designation will be subject to the policies and procedures of the Trustee and Royal Bank and may be refused if non-compliant. If there is any inconsistency between the provisions of this Trust Agreement and any additional terms which may apply as a result of the irrevocable designation, the additional terms shall govern the Account provided that no such additional term would result in the Account not being acceptable as a tax-free savings account under the Tax Act.

9. Contributions

Only the Holder, and the Plan Sponsor on behalf of the Holder if the Account is a Group Tax-Free Savings Account under Section 36 (Group Tax-Free Savings Account), 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 is within the limits permitted under the Tax Act.

10. Excess Contributions

It is the sole responsibility of the Holder to comply with TFSA annual and lifetime limits under the Tax Act. Any Contribution made by you or on your behalf by a Plan Sponsor, if applicable, that is in excess of the allowable TFSA contribution room at any time in a year will be considered an over-contribution and will be subject to Taxes.

Upon notice from you, Royal Bank will make a payment from the Property in respect of an excess Contribution where the amount is paid to reduce the amount of Taxes otherwise payable by you as a result of excess Contributions made contrary to the Tax Act.

If there is an excess TFSA Contribution, it is the responsibility of the Holder to file an income tax return and pay the applicable tax under Part XI.01 of the Tax Act.

11. Investment of the Property of the Account

a) You are responsible for selecting the investments that constitute the Property, 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 any investment other than a Qualified Investment. Subject to the terms governing a Qualified Investment and the terms of the Account Agreement, you may instruct the Trustee to redeem or sell such Qualified Investment, and to apply the Proceeds to any other Qualified Investment.

b) The Trustee may accept a Qualified Investment transferred to the Account.

c) Income, Proceeds, gains, Distributions and other amounts in respect of a Qualified Investment will be held, paid, reinvested or distributed in accordance with its terms and those of the Account.

- d) Uninvested cash will be placed into a savings deposit with Royal Bank, held as Property under the Account, and the Account will be credited by Royal Bank with interest as appropriate. If the uninvested cash is held in the name of RMFI as your nominee, it will be referred to as a “cash account”, but at all times it will continue to be Property of the Account.
- e) Until the Account has been terminated, the Trustee shall maintain legal ownership and possession of the Property or maintain any part of the Property in the name of a nominee or in such other name as the Trustee may determine.
- f) The Trustee may determine and generally exercise all powers or rights of an owner with respect to all Property, including the right to vote or give proxies to vote in respect thereof.

Royal Bank expressly recognizes that you may appoint an agent to give investment instructions on your behalf.

12. Unclaimed Property

- a) If Royal Bank has no record of Account activity for a period of time prescribed under any Applicable Laws, Royal Bank and the Trustee may be required to undertake reasonable efforts to locate the Holder.
- b) If the Account becomes unclaimed property under Applicable Laws, the Account will continue to be charged all allowable Expenses including allowable fees. No statements will be mailed by regular mail when the Account is considered unclaimed.
- c) If the Property is remitted to a government authority under Applicable Laws, Royal Bank, RMFI and the Trustee shall no longer have any liability or responsibility with respect to the Account and it will be closed. If any Property is remitted to a government authority, the Holder may be able to reclaim the assets from that authority under Applicable Laws.

13. Payments

- a) You may request that Royal Bank liquidate part or all of the Property and pay to the Holder an amount from the Property, subject to any limit on the frequency or amount of Distributions set out in the terms of this Trust Agreement immediately before the time of payment. Only you, the Trustee, your heirs, representatives and assigns as set out under Section 22 (Heirs, Representatives and Assigns) shall have rights under the Account relating to the amount and timing of Distributions.
- b) There will be other circumstances where payments will be made without your instructions such as in the case of third party demands, payments made under Section 14 (Expenses and Taxes), or otherwise required under Applicable Laws such as unclaimed property laws.

14. Expenses and Taxes

All Expenses incurred shall be paid from the Account. For greater certainty, for third party demands or claims of any kind made against the Account, the Trustee and its agents are entitled to be fully reimbursed from the Account with respect to any resulting Expenses incurred by them.

As part of Expenses, the Trustee and its agents 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 agents, be charged against and deducted from the Property in such manner as the Trustee or agent, as applicable, determines. For any increase in fees or the introduction of new fees, you will be provided with notice either mailed to you or sent electronically, if you agreed to this form of delivery, at least 30 days before the effective date of the change.

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 Royal Bank determines.

The Trustee, in its sole discretion, may request a tax clearance certificate from the Canada Revenue Agency before permitting any withdrawals or transfers out from the Account.

15. Sale of Property

If sufficient funds are not available, the Trustee, Royal Bank or RMFI may sell Property in their respective sole discretion for the purposes of paying Expenses including, for greater certainty, their own fees and Taxes other than those Taxes for which the Trustee is liable in accordance with the Tax Act.

16. Transfers Into 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).

In the alternative, the Holder may request a Distribution to give to his or her Spouse or Former Spouse in order that the Spouse or Former Spouse make a contribution to their own tax-free savings account under Applicable Laws.

17. Transfers Out of the Account

You may direct Royal Bank at any time as may be permitted by the Tax Act and subject to the respective terms and conditions of each Qualified Investment and to Section 8 (Designation of Successor Holder or Beneficiary) to transfer any Proceeds to:

- a) another TFSA of the Holder; or
- b) 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.

18. Notices

Any notice given by you to Royal Bank shall be sufficiently given, if:

- a) delivered electronically to Royal Bank upon your receipt of a confirmation acknowledgement or response to same,
- b) mailed, postage prepaid and addressed to Royal Bank at P.O. Box 6001, Montreal, Quebec, H3C 3A9, or
- c) provided by you to Royal Bank in such other form that is acceptable to Royal Bank or the Trustee, and shall be considered to have been given on the day that the notice is actually delivered to or received by Royal Bank.

Any notice, statement, receipt or other communication given by the Trustee or Royal Bank to you shall be sufficiently given if delivered electronically to you in accordance with your instructions, if delivered personally to you, or if mailed, postage prepaid and addressed to you at the address shown on the Application or at your last address given to the Trustee or Royal Bank, and any such notice, statement, receipt or other communication shall be considered to have been given at the time of delivery to you electronically or personally or, if mailed, on the fifth day after mailing to you.

19. Tax Information

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

20. Statement of Account

A statement of account will be provided to you showing each contribution, investment, Expense, transaction, current balance and other information in respect of the Account at least once a year. Such statement will be sent in accordance with Section 18 (Notices). You must examine such statement and notify Royal Bank of any error or omission in such statement within 45 days from the statement date. If you do not notify Royal Bank as required, Royal Bank is entitled to treat the statement as complete, correct and binding on you and Royal Bank, RMFI and the Trustee will be released by you in respect of any error or omission in such statement.

21. Death

If you die before the termination of the Account, upon Royal Bank being provided with the notice of your death, the Account will terminate on December 31 of the year of your death.

The Property will continue to be held by the Trustee in the Account pending the receipt of instructions to pay out to a duly authorized recipient, described below, and satisfactory Estate Documents to pay out based upon Applicable Laws.

- a) If your Spouse becomes the successor Holder of the Account, Royal Bank and the Trustee will be fully discharged if Royal Bank makes payments under the Account to such Spouse.
- b) If you have one or more designated beneficiaries and no successor Holder who has survived you, Royal Bank will pay or transfer the Account Proceeds to the designated beneficiary or beneficiaries upon receipt of their instructions and compliance with Applicable Laws. The Trustee and its agents will be fully discharged by such payment or transfer, even though any beneficiary designation made by you may be invalid as a testamentary instrument or under the laws of the jurisdiction where you are domiciled at death. If a trustee has been designated as beneficiary of the Account, Royal Bank will be fully discharged by payment to the trustee without any obligation to see to the due execution of any trust imposed upon such trustee.

When a person who was not your Spouse at the time of the appointment is named as successor Holder, Royal Bank will be able to treat and rely on that appointment as a designation of beneficiary, rather than of a successor Holder.

- c) Beneficiary: If your designated beneficiary has died before you or if you have not designated a beneficiary, Royal Bank will pay the Account Proceeds to your estate upon receipt of instructions from the Estate Representative and in accordance with Applicable Laws.
- d) Estate Designated as Beneficiary: If you have designated your “estate” as a beneficiary of the Account and if you have left a Will appointing an executor or other Estate Representative who accepts that office, then such designation of your “estate” shall be deemed to be (and Royal Bank and the Trustee may accept and rely on that designation as) a designation of such Estate Representative as your beneficiary in their representative and not their personal capacity.

22. 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 (“Representative”), and assigns of the Holder and upon the respective successors and assigns of the Trustee and Royal Bank 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. For further clarification, a Representative of a living Holder may open an Account on behalf of a Holder if otherwise permitted by Applicable Laws to do so and, in particular, the Holder will continue to be the Holder of the Account notwithstanding the appointment of the Representative. The Representative may make Contributions, give instructions and otherwise exercise the rights of the Holder in accordance with any powers given by the Holder and in accordance with Applicable Laws.

23. Right of Offset

Royal Bank will have no right of offset in regard to the Property in connection with any debt or obligation owing to Royal Bank, other than the payment of Expenses Section 14 (Expenses and Taxes) and any right Royal Bank may have respecting any loan it made to you and for which the Account was pledged as set out in Section 24 (Pledging).

24. Pledging

Where you wish to use your interest or right in the Account as security for a loan or other indebtedness, you must first advise the Trustee. Where you use your interest or right in the Account as security for a loan or indebtedness, it shall be your sole responsibility 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;
- b) that it can be reasonably 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; and
- c) any funds pledged will be paid in the event of your death before the remaining Proceeds are paid to a beneficiary or your estate.

The Trustee shall be entitled to rely on the information provided by you, 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.

25. Debit Balances

If the Account has a cash deficit in one or more currencies held within the Account, 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.

26. Release of Information

After your death, the Trustee and Royal Bank each are authorized to release any information about the Account and the Proceeds to the Beneficiary, your Estate Representative, or your creditor (if you have pledged your TFSA) or your Spouse, as the Trustee deems advisable.

27. Legal Proceedings

If there is a dispute or uncertainty about:

- a) A payout from the Account or equalization of Property or other dispute arising from a breakdown of your marriage or common law partnership;
- b) The validity or enforceability of any legal demand or claim made against the Property; or
- c) The authority of a person or their legal representative to apply for and accept receipt of the Account Proceeds on your death:

Royal Bank and the Trustee are entitled to retain a lawyer, rely on their advice, apply to the court for directions or pay the Account Proceeds into court and, in either case, fully recover any legal costs they incur in this regard from the Account as Expenses. For further clarity, an execution, seizure or other payment made to or on behalf of a creditor of yours is deemed to be for your benefit.

28. Limitation of Liability

Royal Bank, RMFI, and the Trustee will not be responsible or liable for or in respect of any:

- a) Loss suffered or incurred by you, the Account or any designated beneficiary resulting from any purchase, sale or retention of any investment unless resulting from dishonesty, bad faith, wilful misconduct, gross negligence or reckless disregard from the Trustee or any of its agents;
- b) Losses from any sale made under Section 15 (Sale of Property) hereof.

29. Indemnity

You agree to indemnify the Trustee for all Expenses and Taxes incurred or owing in connection with the Account to the extent that such Expenses and Taxes cannot be paid out of the Property, but excluding 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.

30. Changes to Trust Agreement

Royal Bank and the Trustee, acting together, may change this Trust Agreement at any time, provided that at all times the Account continues to comply with the requirements of the Tax Act. If there are changes, you will be notified before the changes take effect on how to obtain an amended copy of the Trust Agreement reflecting any such change and will be deemed to have accepted such changes.

31. Replacement of Trustee

The Trustee may resign by giving such notice as may be required from time to time after 30 days prior written notice to Royal Bank as may be required from time to time, and will transfer all Property, together with all information required to continue the administration of the Property as a tax-free savings account under the Tax Act, to a successor trustee or other authorized person upon resignation. Upon resignation, the Trustee will be discharged from all duties, responsibilities, and liabilities under this Declaration of Trust, except those liabilities incurred prior to such resignation.

32. Corporate Reorganization

Any trust company resulting from the merger or amalgamation of the Trustee with one or more trust companies, or any trust company which succeeds to substantially all of the trust business of the Trustee, will thereupon become the successor to the Trustee hereunder, subject to notification to the Canada Revenue Agency, without further act, formality or notice. Any corporation that is a registered dealer resulting from the merger or amalgamation of RMFI with one or more corporations, or any corporation which succeeds to substantially all of the business of RMFI, will thereupon become the successor to RMFI hereunder, without further act, formality or notice.

33. Language / Langue (Québec residents only – *résidents du Québec seulement*)

You acknowledge you have been offered the choice to enter into this agreement in French or English. You have selected to enter into this agreement in English, after being provided with the French version. Therefore, you agree that this agreement, and any document related to it, including notices, will be in English only. *Vous reconnaissez vous être fait offrir le choix de conclure cette convention en français ou en anglais. Vous avez choisi de conclure cette convention en anglais, après avoir reçu la version française. Par conséquent, vous acceptez que cette convention et tous les documents qui s'y rattachent, y compris les avis, soient en anglais seulement.*

34. Interpretation

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

35. Governing Law

This Trust Agreement and the Account will be construed, administered and enforced in accordance with the law of and in force in the Province of Ontario and the laws of Canada. You expressly agree 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 you irrevocably consent and submit to the personal jurisdiction of such court for the purpose of litigating any such action.

36. Group Tax-Free Savings Account

If your Account is a Group Tax-Free Savings Account, in this section of the Trust Agreement, “Sponsor” means a corporation, partnership, association or trade union that:

- is your employer or an association or trade union to which you may otherwise have a membership or affiliation; and
- has adopted a Group Savings Plan with Royal Bank, of which you are a member, or a former member entitled to benefits under that Group Savings Plan.

- a) **Sponsor as Agent:** You acknowledge that Royal Bank has appointed the Sponsor as agent for certain limited purposes with respect to, among other things, submitting Contributions and delivering your instructions to Royal Bank. You further appoint the Sponsor to act as your agent for the purpose of administration of the Account including, among other things, delivering your Application to Royal Bank, submitting your Contributions to Royal Bank, delivering your directions to Royal Bank, and receiving reports on your Account and investments from time to time.
- b) **Contributions:** In addition to Contributions made by you, Royal Bank may accept any Contribution made on your behalf by the Sponsor.
- c) **Withdrawals:** Further to Section 13 (Payments), you acknowledge that where the Sponsor makes regular Contributions to the Account on your behalf, those contributions may be suspended if you make a withdrawal from the Account. For this reason, you may be required by the Sponsor to provide the Sponsor with prior written notice of any withdrawal from the Account.
- d) **Termination:** Upon termination of your relationship with the Sponsor, discontinuance of the Group Savings Plan by the Sponsor, or the failure of the Account to be registered, the Account will no longer be a part of the Group Savings Plan and the Account will continue as an individual Account and, in the latter case, be dealt with under Section 4 (Registration).
- e) **Limitation of Liability:** The applications of the limitation of liability provided in Section 28 (Limitation of Liability), the indemnity provision provided in Section 29 (Indemnity) and the authority granted for reimbursement out of the Property under Section 14 (Expenses and Taxes) and Section 15 (Sale of Property) shall extend to include the Sponsor in order for you to indemnify and save harmless the Sponsor against any losses, Expenses or Taxes as provided in the above-referenced sections.

