

# BMO (Advisor) Application Form

(Non-registered/Registered)



Mutual Funds

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www.bmo.com/gam/ca

# BMO (Advisor) Application Form (Non-Registered/Registered)

OFFICE USE ONLY

Account #

## 1. ACCOUNT TYPE – I wish to open a

☐ Non-Registered Account ☐ Retirement Savings Plan (RSP) ☐ Spousal or Common-Law RSP ☐ Restricted Locked-In Savings Plan (RLSP)\* ☐ LIRA, LRSP, RLSP\*

\*Attach the appropriate addendum

## 2. INVESTOR/ANNUITANT INFORMATION

☐ Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐ Corporation (attach Resolutions) Business Number (if applicable) ☐ English ☐ French

Last Name First Name Initials  
Address Apt. No. City Province Postal Code  
Residence Telephone Business Telephone Social Insurance Number Date of Birth

### PLEASE CHECK IF APPLICABLE

☐ Joint Tenants with Rights of Survivorship (Not applicable for Quebec residents) ☐ Joint Tenants In Common ☐ Spousal/Common-Law Partner Contributor ☐ In Trust For (If in trust for more than one person, please provide complete registration details in Section 9)

Last Name First Name Social Insurance Number Date of Birth

## 3. INVESTMENT INSTRUCTIONS

☐ Incoming RSP/LIRA (Transfer Form attached) ☐ Cheque – Amount \$ ☐ Internal Transfer – Account #

Please make cheque payable to: **BMO Investments Inc.**

FUND NAME	SALES CHARGE OPTION <sup>1</sup> FRONT END %	FUND NUMBER	AMOUNT (\$ OR %) <sup>2</sup> \$ <input type="checkbox"/> or % <input type="checkbox"/>	WIRE ORDER NUMBER
TOTAL			\$/%	

<sup>1</sup>Sales charge option will apply if no option is indicated

<sup>2</sup>Indicate the dollar amount or percentage of the total initial investment to be allocated to each fund

## 4. BMO MUTUAL FUNDS DOLLAR COST AVERAGING (DCA)

The minimum initial investment in a BMO Money Market Fund, BMO Mortgage and Short Term Income Fund, BMO Core Plus Bond Fund, BMO Fixed Income ETF Portfolio or BMO Ultra Short-Term Bond ETF Fund is \$5000 and the minimum transfer amount to any one Fund each time is \$50. Under this program, you can arrange for transfer to a maximum of five other Funds of your choice and each Fund must be of the same currency and load.

From: **Fund Name**

**Fund Number**

To: **Fund Name**

**Fund Number**

Amount

1. \$  
2. \$  
3. \$  
4. \$  
5. \$

☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Bi-Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

Start Date\*

End Date (if applicable)

\*If this information is not indicated, the plan will be established for the 1<sup>st</sup> business day of the following month on a monthly basis.

Please note: 3 business days are required to set up or amend any systematic plans.

## 5. INCOME OPTION (DISTRIBUTIONS/DIVIDENDS) – AVAILABLE FOR NON-REGISTERED ACCOUNTS ONLY. SOME RULES APPLY, REFER TO THE SIMPLIFIED PROSPECTUS.

Only complete this section for distributions/dividends paid in cash or reinvested to different funds. If this section is not completed, distributions/dividends will be automatically reinvested in the same fund.

From:	To:	Reinvestment Option*		Cash Distribution Option**	
Fund Name/Fund Number	Fund Name/Fund Number			Cheque	EFT to Bank Account ***
1. _____	_____			<input type="checkbox"/>	<input type="checkbox"/>
2. _____	_____			<input type="checkbox"/>	<input type="checkbox"/>

\* Reinvested in other Funds within the same Class and same currency under the same sales charge option. Available for eligible funds in Non-Registered accounts only.

\*\* Available for eligible funds in Non-Registered accounts only.

\*\*\* Complete Section 7 Bank Account Information to deposit distributions/dividends to a bank account.

## 6. SYSTEMATIC WITHDRAWAL PLAN (SWP) – AVAILABLE FOR NON-REGISTERED ACCOUNTS ONLY. SOME RULES APPLY, REFER TO THE SIMPLIFIED PROSPECTUS

Complete Section 7 Bank Account Information for SWP payment to deposit into a bank account.

Fund Name	Fund Number	Amount*	Start Date**
1. _____ <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually	_ _ _ _	\$ _____	Y Y Y Y M M D D
2. _____ <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually	_ _ _ _	\$ _____	Y Y Y Y M M D D

\*SWP minimum is \$100 per fund.

\*\*If this information is not indicated, the plan will be established for the 1<sup>st</sup> business day of the following month on a monthly basis.

Please note: 3 business days are required to set up or amend any systematic plans.

If SWP withdrawals are in excess of income and net capital appreciation, they will result in encroachment on, and possibly exhaustion of, the capital invested.

## 7. BANK ACCOUNT INFORMATION – COMPLETE ONLY FOR SYSTEMATIC WITHDRAWAL PLAN (SWP) AND/OR INCOME OPTION (EFT TO BANK ACCOUNT)

I hereby authorize BMO Investments Inc. (BMO Mutual Funds) to credit my Income Option and/or Systematic Withdrawal Plan (SWP) payment to the following account:

Name of Financial Institution		
Branch Address		
_ _ _ _	_ _ _ _	_ _ _ _
Transit No.	Institution No.	Account No.

Attach VOID CHEQUE here.

## 8. DESIGNATION OF BENEFICIARY (not applicable for Non-Registered accounts)

For all provinces & territories, except Quebec – I revoke any previous designations made by me for this Plan, and I designate the person named below as the beneficiary of the Plan's Assets upon my death:

Beneficiary's Last Name	Beneficiary's First Name	Relationship
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

If more than one beneficiary is named, the proceeds will be divided equally among the beneficiaries.

If you do not make a designation, or if the designated beneficiary dies before you and you have not designated another beneficiary, the Plan's Assets will be payable to your estate. If you wish to revoke or change the beneficiary designation, or make a designation where one has not been made before, you may do so by either submitting this form with sections 8 and 12 completed or a signed and dated letter of direction to your dealer. Where the law permits, electronic signatures will be accepted on these documents.

**Caution:** Your designation of a beneficiary for this Plan will not be revoked or changed automatically as a result of any future marriage or common-law relationship or breakdown of marriage or common-law relationship. It will be your responsibility to revoke or change the designation, if you wish.

**Minor Child:** Where the beneficiary is a minor child, it is the responsibility of the Annuitant to ensure that a trustee and/or a guardian of the minor child's property has been validly appointed under applicable provincial law.

**Power of Attorney:** A beneficiary designation made, changed or revoked by a person acting under a power of attorney is generally not valid under applicable provincial law and may not be given effect.

**For Quebec –** Where the law of Quebec applies, a beneficiary designation made on this form cannot be given effect. Effect can only be given to a beneficiary designation made in a will or other written document that meets the requirements of a testamentary disposition under the law of Quebec.

## 9. SPECIAL INSTRUCTIONS

### 10. BMO MUTUAL FUNDS PRE-AUTHORIZED CHEQUING PLAN (PAC)

#### Fund Name

1. \_\_\_\_\_  
☐ One-Time ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Bi-Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually
2. \_\_\_\_\_  
☐ One-Time ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Bi-Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually
3. \_\_\_\_\_  
☐ One-Time ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Bi-Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually
4. \_\_\_\_\_  
☐ One-Time ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ Bi-Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

#### Fund Number

Amount\*

Start Date\*\*

\_\_\_\_ \$ \_\_\_\_\_ YY YY MM DD

\_\_\_\_ \$ \_\_\_\_\_ YY YY MM DD

\_\_\_\_ \$ \_\_\_\_\_ YY YY MM DD

\_\_\_\_ \$ \_\_\_\_\_ YY YY MM DD

I/We hereby authorize BMO Investments Inc. to debit the following account as per the above instructions:

Name of Financial Institution

Branch Address

\_\_\_\_

Transit No. Institution No. Account No.

If this is for your own personal investment, your debit will be considered a Personal PAD by Payments Canada. If this is for business purposes, it will be considered a Business PAD. Monies transferred between Payments Canada members will be considered a Funds Transfer PAD where the Payee and Payor are the same.

My financial institution is authorized to treat each debit as if I/we had issued a cheque authorizing such payment and debit. I/We agree to sign such other documents that may be necessary to authorize these transactions. I/We warrant and guarantee that all persons whose signatures are required to sign on the financial institution account have signed below.

I/We understand may revoke our authorization at any time in writing subject to providing notice of 3 business days. For more information to cancel my PAC agreement, I/we may contact my/our financial advisor or call Client Services toll free number at 1-800-668-7327 or by email at [clientservices.mutualfunds@bmo.com](mailto:clientservices.mutualfunds@bmo.com).

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAC agreement. To obtain more information on my/our recourse rights, I/we may contact my/our financial institution or visit [www.payments.ca](http://www.payments.ca).

**I/We waive our rights as provided under Rule H1 to receive prior confirmation of this PAC agreement.**

Bank Accountholder Signature

Joint Bank Accountholder Signature (if required)

Date

\*PAC minimum is \$20.00

\*\*If this information is not indicated, the plan will be established for the 1<sup>st</sup> business day of the following month on a monthly basis.

Please note: 3 business days are required to set up or amend any systematic plans.

### 11. DECLARATION OF TAX RESIDENCE (FOR NON-REGISTERED ACCOUNTS ONLY)

For **Corporate Accounts** – Please complete and submit a **Declaration of Tax Residency for Entities** Form RC519.

For **Individual Accounts** – please complete the following questions

(If the Individual Account contains more than 2 accountholders, each additional (i.e. 3rd, 4th etc.) investor, would need to complete a separate **Declaration of Tax Residence for Individuals** Form RC518)

Individual Investor:

**I am a tax resident of Canada.**

Yes ☐ No ☐

**I am a tax resident or a citizen of the United States.**

Yes ☐ No ☐

If Yes, provide your taxpayer identification number (TIN) or functional equivalent from the United States:

TIN: \_\_\_\_\_

If you do not have a TIN from the United States, have you applied for one?

Yes ☐ No ☐

**I am a tax resident of a jurisdiction other than Canada or the United States**

Yes ☐ No ☐

If Yes, provide your jurisdiction of tax residence and TIN or functional equivalent, below.

Jurisdiction of Tax Residence: \_\_\_\_\_ TIN: \_\_\_\_\_

If your jurisdiction of residence does not issue TINs to its residents, please confirm here: ☐

Joint Investor (complete only if applicable):

**I am a tax resident of Canada.**

Yes ☐ No ☐

**I am a tax resident or a citizen of the United States.**

Yes ☐ No ☐

If Yes, provide your taxpayer identification number (TIN) or functional equivalent from the United States:

TIN: \_\_\_\_\_

If you do not have a TIN from the United States, have you applied for one?

Yes ☐ No ☐

**I am a tax resident of a jurisdiction other than Canada or the United States**

Yes ☐ No ☐

If Yes, provide your jurisdiction of tax residence and TIN or functional equivalent, below.

Jurisdiction of Tax Residence: \_\_\_\_\_ TIN: \_\_\_\_\_

If your jurisdiction of residence does not issue TINs to its residents, please confirm here: ☐

## 12. REGISTERED ACCOUNTS

To: BMO Trust Company (the "Trustee")

I wish to open a BMO Retirement Savings Plan (Advisor) or BMO Locked-In Retirement Account (Advisor) (the "Plan"), as indicated on page 1, for investment in mutual funds (the "Funds") offered by BMO Investments Inc. I hereby request that the Trustee (issuer) applies for registration of the Plan as a registered retirement savings plan under the Income Tax Act (Canada) and, if applicable, under the income tax legislation of the province in which I reside (the "Tax Acts"). I understand that, in accordance with the Tax Acts, income tax may be payable on any benefit paid out under the Plan.

I acknowledge that I (and my spouse or common-law partner if applicable) are responsible for ensuring that the contributions in any taxation year are not more than the maximum permitted deduction under the Tax Acts.

I acknowledge that I have received, read and agree to comply with the Declaration of Trust which governs the Plan and I understand that my membership in the Plan is subject to the provisions therein contained.

## 13. PLEASE READ CAREFULLY AND SIGN BELOW – ALL ACCOUNTS

TO: BMO INVESTMENTS INC.

**I/We have received a copy of the current Simplified Prospectus and/or Fund Facts of the Funds** and have reviewed the investment objectives. I/We find them suitable for my/our needs and understand that it is not generally advisable to use emergency reserves or borrowed money for investment in shares/units of a mutual fund. I/We understand that BMO Investments Inc. may refuse this subscription and return any amount deposited within two business days.

Should any cheque be returned due to insufficient funds, I/we understand that a handling fee of \$25.00 plus applicable taxes will be charged to my/our BMO Mutual Funds account.

**Protecting Your Privacy:** You acknowledge that you have read and understood the Privacy Disclosure and Consent as per the summary that is attached. Please note that your personal information may only be shared in accordance with these provisions and our Privacy Code. To learn more about how we collect, use, disclose and safeguard your Personal Information, your choices, and the rights you have, please see our Privacy Code (available at [bmo.com/privacy](http://bmo.com/privacy), or from any of our branches).

**Nature of the Securities:** BMO Mutual Funds are offered by BMO Investments Inc., a financial services firm and separate legal entity from Bank of Montreal. Commissions, trailing commissions, management fees and expenses may be associated with mutual fund investments and the use of an asset allocation service. Please read the prospectus and/or Fund Facts before investing. Mutual funds are not guaranteed, their values change frequently and past performance may not be repeated. Fund units or shares are not insured by a government deposit insurer and are not guaranteed by Bank of Montreal.

**The following clause applies to the Province of Quebec only.** The client acknowledges receipt of the French version of this agreement. It is the express wish of the parties who hereby accept that this agreement and any related documents, including all related notices and communications, be drawn up exclusively in English. Le client reconnaît avoir reçu la présente convention en français. Les parties conviennent et acceptent que la présente convention et tous les documents s'y rattachant incluant tout avis et communication s'y rattachant soient rédigés exclusivement en anglais.

Investor/Annuitant Signature

Joint Investor Signature (if applicable)

Representative Name (Please Print)

Representative Signature

(Accepted by BMO Investments Inc. as agent for BMO Trust Company)

Dealer

Representative

Y Y Y Y Y M M M D D D

Date

## **BMO RETIREMENT SAVINGS PLAN (ADVISOR) TRUST AGREEMENT**

BMO Trust Company (the "**Trustee**") will act as Trustee of a BMO Retirement Savings Plan (Advisor) (the "**Plan**") for the account holder named in the attached application (the "**Planholder**"), on the following terms and conditions. The Plan comprises the attached application and this Trust Agreement, and includes any locked-in or other addenda which may be added.

The Trustee may delegate the performance of any of the Trustee's administrative tasks, duties and responsibilities under the Plan to BMO Investments Inc., which may further delegate the performance of any of these administrative tasks, duties and responsibilities directly or indirectly to one or more other parties (together with BMO Investments Inc., the "**Agent**"). The Trustee shall, however, remain ultimately responsible for the administration of the Plan.

The terms "**spouse**" and "**common-law partner**" in the Plan have the same meanings as defined or used under the Income Tax Act (Canada) as the same maybe altered or amended from time to time (the "**Act**"). The Planholder is referred to as the "**annuitant**" in the Act.

**1. REGISTRATION AND PURPOSE.** The Trustee will apply for registration of the Plan under the Act and any applicable provincial legislation relating to retirement savings plans. The purpose of the Plan is to provide a retirement income for the Planholder commencing at the maturity of the Plan (as described in paragraph 7), or alternatively to transfer the assets of the Plan to a registered retirement income fund before maturity.

**2. CONTRIBUTIONS AND TRANSFERS IN.** Contributions and transfers of cash and other property acceptable to the Trustee may be made to the Plan by the Planholder or by the Planholder's spouse or common-law partner. Any dishonoured cheques or other amounts that cannot be processed or are otherwise not accepted by the Trustee will not be considered to be a contribution to the Plan. The assets of the Plan (in the aggregate, the "**Fund**") shall consist of such contributions and transfers, together with any income or gains earned or realized, and shall be held, invested and applied in accordance with this Trust Agreement. No contribution or transfer may be made after the maturity of the Plan.

**3. CONTRIBUTION RECEIPTS.** The Trustee shall provide the Planholder or the Planholder's spouse or common-law partner with contribution receipts as required under the Act.

**4. EXCESS CONTRIBUTIONS.** It is the responsibility of the Planholder or the Planholder's spouse or common-law partner to determine whether contributions made to the Plan are deductible and do not exceed the maximum permitted without a penalty under the Act. The Trustee shall, on the instructions of the Planholder or the Planholder's spouse or common-law partner, refund an amount to a taxpayer where the amount is paid to reduce the amount of tax otherwise payable under Part X.1 of the Act by the taxpayer.

**5. INVESTMENTS.** The Fund shall be invested and reinvested by the Trustee exclusively on the instructions of the Planholder (or of a person authorized by the Planholder, in a form and manner satisfactory to the Trustee, to manage the investments of the Fund), only in such investments as may be made available for the Plan from time to time by the Agent or the Trustee. The Fund may be invested in investments which require delegation, such as mutual funds, pooled funds and segregated funds.

The Fund may be invested in investments which are issued by the Trustee, the Agent or their affiliates. Neither the Trustee nor the Agent (in its capacity as Agent) shall have any duty or responsibility, fiduciary or otherwise (including, for greater certainty, under any legislation regarding trustee investment duties and powers) to make or choose any investment, to decide whether to hold or dispose of any investment or to exercise any discretion with regard to any investment of the Plan, except as otherwise expressly provided in this Trust Agreement. Other than its duties with respect to the **Plan** expressly stated in this Trust Agreement,

the Trustee shall not be required or expected to take any action with regard to an investment without prior instructions from the Planholder. The Planholder shall not sign any document or authorize any action for the Plan in the name of the Trustee or the Agent, including permitting any asset in the Fund to be used as security for a loan, without first having authorization from the Trustee.

The Trustee will only accept funds in Canadian or U.S. currency. The acceptance of any other foreign currency is at the sole discretion of the Trustee. The Trustee, in its sole discretion, may deposit any uninvested cash in the Plan into an interest-bearing account at the Bank of Montreal (or another financial institution selected by the Trustee) and all interest earned on the cash will be retained by the Trustee.

The Trustee/Agent will not allow any self-directed mortgages to be held in the Plan.

The Trustee reserves the right to refuse instructions with respect to making any investment in its absolute discretion and reserves the right to require that the Planholder provide in a manner satisfactory to it, information to establish the market value of the assets included in the investment (including but not limited to any shareholders' agreements and any audited financial statements) and information required in the Trustee's reasonable discretion to ensure compliance with the Act, applicable laws, regulations, and other rules with respect to investments (including, but not limited to, anti-money laundering legislation).

The Planholder agrees not to provide any instructions or series of instructions that would cause the Plan to contravene the Act. For greater certainty, Planholder agrees not to provide any instructions or series of instructions that are contrary to its responsibilities or that would cause the Trustee to act contrary to its responsibilities as set out in this Trust Agreement.

The Trustee/Agent reserve the right to refuse any investing by means of private placement. On the occasions where the Trustee/Agent permits a private placement, the Trustee/Agent must receive satisfactory information from the Planholder to establish the market value of the assets.

The Trustee/Agent reserves the right to request an independent valuation of such assets, and any other details and documents of the company offering the private placement, including but not limited to any shareholders' agreements and any audited financial statements.

The Trustee/Agent reserves the sole discretion to refuse to deregister assets associated with any private placement. The Planholder is responsible for any costs associated with this refusal.

**6. ACCOUNT.** The Trustee will maintain an account for the Fund showing all contributions and transfers made to the Fund, all investment transactions and investment earnings, gains and losses and all transfers and withdrawals made from the Fund. The Agent shall prepare periodic statements of the account for the Planholder in accordance with the rules, regulations and practices applicable to banks or mutual fund dealers respectively.

**7. RETIREMENT INCOME AT MATURITY.** The Planholder may, by instructions given to the Trustee, specify the date for the maturity of the Plan and the commencement of a "**retirement income**" (as defined in subsection 146(1) of the Act) to be paid to the Planholder from the Plan. Such date for maturity shall not be later than the end of the calendar year in which the Planholder attains age 71 (or such other time for maturity as may be required by the Act). Any purchase of an annuity is subject to the terms of the investments under the Plan and the deduction of all proper fees, expenses, commissions and other charges.

Payment of a retirement income to the Planholder must be by way of equal annual or more frequent periodic payments until such time as there is a payment in full or partial commutation of the retirement income and, where that commutation is partial, equal annual or more frequent periodic payments thereafter. The total of periodic payments made in a year under an annuity after

the death of the Planholder to a successor annuitant (who was the spouse or common-law partner of the Planholder) may not exceed the total of the payments made under the annuity in a year before the death.

Each annuity payable under the Plan that would otherwise become payable to a person other than the Planholder or a successor annuitant (who was the spouse or common-law partner of the Planholder) after the death of the Planholder is required to be commuted. A retirement income under the Plan may not be assigned in whole or in part.

If the Planholder fails to instruct the Trustee at least 60 days prior to the end of the calendar year in which the Planholder attains age 71 (or such other time for maturity as may be required by the Act), the Trustee may in its discretion transfer the Fund to a BMO Investments Inc. registered retirement income fund under which the Planholder is the annuitant.

Any beneficiary designations, and/or any other pertinent information **will** be carried over with such transfer. It remains the responsibility of the Planholder to verify beneficiary designations and/or any other information that has been carried over with such transfer.

The Trustee may in its discretion liquidate all or part of the Fund before such transfer. Any such liquidation shall be made at such prices as the Trustee shall in its discretion determine to be the fair market value of the assets at the time; in the case of assets which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

In the case of an RRSP with a nominal balance, when the Planholder turns 71, the Trustee may liquidate and close the Plan and provide the funds to the Planholder.

The statement of the Planholder's date of birth on the attached application or otherwise shall constitute a certification by the Planholder and an undertaking to furnish such further evidence of proof of age as may be required concerning the maturity of the Plan.

**8. NON-QUALIFIED AND PROHIBITED INVESTMENTS.** The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a nonqualified investment (as defined under the Act) for an RRSP.

However, if the Plan acquires an investment that is a nonqualified investment or a prohibited investment (as defined under the Act) for a RRSP, or if property held in the Plan becomes a nonqualified investment or a prohibited investment for an RRSP, it is the responsibility of the Planholder to file an Individual Return for Certain Taxes for RRSPs or RRIF for Tax Year 20XX (Form RC339) and any other form required under the Act and pay the applicable tax under Part XI.01 of the Act.

**9. ADVANTAGE EXTENDED.** If an advantage (as defined under the Act) in relation to an RRSP is extended to the Planholder or to a person who does not deal at arm's length with the Planholder, it is the responsibility of the Planholder to file an income tax return and pay the tax under Part XI.01 of the Act; except that if the advantage is extended by the Trustee (or by the Agent acting as the agent of the Trustee) or by a person with whom the trustee is not dealing at arm's length, it is the responsibility of the Trustee to file a T3GR, Group Income Tax and Information Return for RRSP, RRIF, RESP or RDSP Trusts [or any other form that is required under Act] and pay the applicable tax under Part XI.01 of the Act.

**10. WITHDRAWALS AND TRANSFERS BEFORE MATURITY.** At any time before the maturity of the Plan, the Planholder may instruct the Trustee to make a withdrawal from the Plan or to pay or transfer on behalf of the Planholder all or part of the Fund, in accordance with subsection 146(16) of the Act, to another registered retirement savings plan, a registered retirement income fund or a registered pension plan. Any withdrawal or transfer is subject to the terms of the investments under the Plan, the withholding of any applicable tax and the deduction of all proper fees, expenses, commission and other charges.



In the case where the Planholder transfers the Plan to another financial institution, or to another line of business within BMO, the Planholder is solely responsible for ensuring the new Agent is aware of any designation of beneficiaries.

Further, when the minimum payment amount is determined based on the age of the Planholder's spouse, the Planholder is solely responsible for ensuring the new agent is aware of this election.

**11. BREAKDOWN OF MARRIAGE OR COMMON-LAW PARTNERSHIP BEFORE MATURITY.** At any time before the maturity of the Plan, the Planholder may instruct the Trustee to pay or transfer on behalf of the Planholder all or part of the Fund, in accordance with subsection 146(16) of the Act, to a registered retirement savings plan or registered retirement income fund under which the Planholder's spouse or common-law partner or former spouse or common-law partner is the Planholder, where

(a) the Planholder and the Planholder's spouse or common-law partner or former spouse or common-law partner are living separate and apart; and

(b) the payment or transfer is made under a decree, order or judgment of a competent tribunal, or under a written separation agreement, relating to a division of property between the Planholder and the Planholder's spouse or common-law partner or former spouse or common-law partner in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership.

**12. a) DEATH OF PLANHOLDER BEFORE MATURITY** (applies to Provinces & Territories except Quebec). The Planholder may designate (and may add, change or delete) beneficiaries of the Plan in accordance with, and in the form and manner provided by, applicable law. Where the Planholder dies before the maturity of the Plan, the Trustee shall pay or transfer the Fund in accordance with applicable law to any beneficiaries of the Plan so designated or, where no beneficiary has been so designated or the Trustee has not been notified of any beneficiary in accordance with applicable law, to the legal personal representative(s) of the Planholder. Before making such a payment or transfer, the Trustee must receive satisfactory evidence of death and such satisfactory instructions, releases, indemnities and other documents as may be required. It is the Planholder's responsibility to update any beneficiary designations should there be any changes in personal circumstances.

Where the Trustee, after making reasonable requests for instructions from the beneficiary or the legal personal representative(s), does not receive satisfactory instructions within a reasonable time, the Trustee may in its discretion pay or transfer the Fund to the beneficiary or the legal personal representative(s). The Trustee may in its discretion liquidate all or any part of the Fund before making any such payment or transfer. Any such liquidation shall be made at such prices as the Trustee shall in its discretion determine to be the fair market value of the asset at the time; in the case of assets which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent whether for the Agent's own account, at such price as the Trustee considers fair and proper.

In the event the Trustee determines that it is advisable or desirable to pay the Fund into court, the Trustee shall be entitled to be indemnified out of the Fund for its costs and expenses, including legal costs, of doing so.

**12. b) DEATH OF PLANHOLDER BEFORE MATURITY** (applies to Quebec only). If the Planholder wishes to name a successor account holder and/or a beneficiary (or beneficiaries), the Planholder should do so in a will or other written document that meets the requirements of the applicable legislation. On the death of the Planholder, and upon receipt of official documentation, the Trustee will distribute the property of the Plan to the legal personal representative(s) of the Planholder. *The Trustee and the Agent will be fully discharged by such payment or transfer.* The Planholder acknowledges that it is his/her sole responsibility to ensure that a designation or revocation is valid under the applicable

legislation.

Before making such a payment or transfer, the Trustee must receive satisfactory evidence of death and such satisfactory instructions, releases, indemnities and other documents as may be required. Where the Trustee, after making reasonable requests for instructions from the beneficiary or the legal personal representative(s), does not receive satisfactory instructions within a reasonable time, the Trustee may in its discretion pay or transfer the Fund to the beneficiary or the legal personal representative(s). The Trustee may in its discretion liquidate all or any part of the Fund before making any such payment or transfer. Any such liquidation shall be made at such prices as the Trustee shall in its discretion determine to be the fair market value of the asset at the time; in the case of assets which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

In the event the Trustee determines that it is advisable or desirable to pay the Fund into court, the Trustee shall be entitled to be indemnified out of the Fund for its costs and expenses, including legal costs, of doing so.

**13. TRANSFERRING FROM ANOTHER PLAN.** Where amounts are transferred to the Plan from a registered pension plan or from another plan under the Act or other applicable legislation, the terms of this Plan may be subject to additional terms required under the applicable pension legislation or the Act or other applicable legislation. Such additional terms will be described in a locked-in or other addendum which will be attached to and form part of this Plan. To the extent that there is any conflict or inconsistency between the additional terms described in the addendum and this Trust Agreement and the application form, the additional terms will govern; provided always that the Plan will not be dis-qualified as a retirement savings plan acceptable for registration under the Act and any applicable provincial legislation.

**14. THIRD PARTY ORDERS OR DEMANDS.** The Trustee shall be entitled to be indemnified out of the Fund in respect of any costs, expenses, charges or liabilities whatsoever that may arise out of the Trustee's good faith compliance with any law, regulation, judgment, seizure, execution, notice or similar order or demand which lawfully imposes on the Trustee a duty to take or refrain from taking any action concerning the **Plan**, or to **issue** payment from the Fund, with or without instructions from the Planholder or in contradiction of instructions of the Planholder. The Trustee/Agent retains the ability to restrict trading upon receipt of an order or demand. The Trustee/Agent will not be liable for any decreases in account value during the restriction period. In order for any related restriction to be removed from the Planholder's account, the Planholder must provide proof satisfactory to the Trustee in its sole discretion, that it is no longer applicable. The Trustee may permit any duly authorized party to have access to and the right to examine and make copies of any records, documents, paper and books involving any transaction of the Plan or related to the Plan and shall similarly be entitled to indemnify out of the Fund for so doing. In the event the assets of the Fund shall be insufficient to indemnify the Trustee fully in any such regard, by establishing the Plan the Planholder agrees to indemnify and hold the Trustee harmless for any such costs, expenses, charges or liabilities.

**15. OWNERSHIP AND VOTING RIGHTS.** The Trustee may hold any investment of the Plan in its own name, in the name of its nominee, in bearer form or in such other name as the Trustee may determine. The voting or other ownership rights attached to any investments held in the Plan may be exercised by the Planholder and the Planholder is appointed as the Trustee's agent and attorney for this purpose, to execute and deliver proxies and/or other instruments, in accordance with applicable laws.

**16. RESTRICTIONS ON BENEFITS OR LOANS.** No advantage or loan that is conditional in any way on the existence of the Plan may be extended to the Planholder or to a person with whom the Planholder was not dealing

at arm's length, other than in accordance with subsection 207.01(1) of the Act.

**17. FEES, EXPENSES, TAXES, INTEREST AND PENALTIES.** The Trustee may charge administration and transaction fees, in such amounts and at such times as may be fixed by the Trustee and/or the Agent from time to time (the "**Trustee Fees**"), provided that the Trustee and/or the Agent shall give prior written notice to the Planholder of such Trustee Fees and any change in the amount of the Trustee Fees. The Trustee Fees may be paid for out of the Fund or recovered from the Fund, to the extent that they are not paid when due by the Planholder.

The Planholder acknowledges that the Agent (or an affiliate) may charge fees, spreads, commissions and expenses to the Fund in its capacity as the investment advisory firm for the Planholder (the "**Advisory Fees**"). The Planholder acknowledges and agrees that the Advisory Fees do not constitute Trustee Fees and are governed by the terms of the Client Account Agreement as amended from time to time. If there are any inconsistencies between this Plan and the Client Account Agreement with respect to the Advisory Fees, the terms of the Client Account Agreement govern.

The Trustee and/or the Agent may charge expenses incurred by the Trustee and/or the Agent in the administration of the Plan. All such expenses will, unless paid directly to the Trustee and/or Agent, be paid out of or recovered from the Fund.

All taxes, penalties, and interest that may be imposed on the Trustee or Planholder in respect of the Plan or any other charges related to the Plan may be paid out of or recovered from the Fund, except charges, taxes or penalties imposed on the Trustee under the Act.

The Trustee may, without instructions from the Planholder, apply any cash held in the Fund for the payment of fees (including the Trustee Fees and the Advisory Fees) or expenses or taxes, penalties and interest charged to the Plan, except charges, taxes or penalties imposed on the Trustee under the Act. Where there is insufficient cash in the Fund at any time, the Trustee or the Agent shall make reasonable requests for instructions from the Planholder regarding which assets of the Fund to liquidate in order to realize sufficient cash to make the payment. If, after making reasonable requests from the Planholder at the last address provided by the Planholder, the Trustee or the Agent does not receive satisfactory instructions from the Planholder within a reasonable time, the Trustee may, in its discretion, liquidate part or all of the Fund in order to realize sufficient cash to make the payment. Neither the Trustee nor the Agent shall be responsible for any loss occasioned by any such realization. Any such liquidation shall be made at such prices as the Trustee may in its discretion determine to be the fair market value of the assets at the time; in the case of assets which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

**18. INSTRUCTIONS.** The Trustee and the Agent shall be entitled to rely upon instructions received from the Planholder or from any person designated in writing, in accordance with applicable laws, by the Planholder to give instructions on behalf of the Planholder or from any person purporting to be the Planholder or such designated person, as if they were from the Planholder. The Trustee or the Agent may, without incurring any liability to the Planholder or any other person, decline to act upon any instruction if the instruction is not given in a timely manner, is not in writing where the Trustee or Agent requires it, is not in a form or format which the Trustee or Agent requires, or in the opinion of the Trustee or Agent is not complete; or if either of them has any doubt that the instruction has been properly authorized or accurately transmitted.

**19. AMENDMENT.** The Trustee may from time to time in its discretion amend this Trust Agreement or the application form or any locked-in or other addenda which comprise the Plan by giving 30 days prior notice to the Planholder; provided however that any amendment

shall not disqualify the Plan as a retirement savings plan acceptable for registration under the Act and any applicable provincial legislation.

**20. REPLACEMENT OF TRUSTEE.** The Trustee may resign and be released and discharged from all further duties and liabilities under the Plan upon 60 days' prior written notice given to the Agent (or such shorter notice as the Agent may accept). BMO Investments Inc. may terminate the Trustee as trustee, and the Trustee will be released from all further duties and liabilities under the Plan, upon 60 days prior written notice given to the Trustee (or such shorter notice as the Trustee may accept). Upon the resignation or termination of the Trustee, the Agent shall appoint a successor trustee, provided that the successor trustee is acceptable under the Act. The Agent shall give the Planholder written notice of the successor trustee within 30 days of the appointment.

**21. DOCUMENTATION.** Notwithstanding anything to the contrary herein, the Trustee may require such satisfactory instructions, releases, indemnities, tax clearance certificates, death certificates and other documents as the Trustee in its discretion deems appropriate.

**22. LIMITATION OF LIABILITY AND INDEMNITY.** Except for charges, taxes or penalties for which the Trustee is liable and that cannot be charged against or deducted from the Fund in accordance with the Act, if the Trustee or the Agent is liable for:

- a) any tax, interest or penalty that may be imposed on the Trustee in respect of the Plan, or
- b) any other charges levied or imposed by any governmental authority on or related to the Plan as a result of the purchase, sale or retention of any investment including, without limitation thereof, nonqualified investments within the meaning of the Act,

the Trustee or Agent shall be reimbursed or may pay any of these taxes, interest, penalties or charges out of the Fund.

The Trustee and the Agent will not be liable (including for greater certainty under any common law or equitable principles) for any cost incurred in the performance of their duties as set out herein or in the performance of their duties under the Act.

Unless caused by the Trustee's or the Agent's bad faith, willful misconduct or negligence, the Trustee and the Agent will not be liable for any loss or damage suffered or incurred by the Plan, the Planholder or any beneficiary under the Plan, caused by or resulting from:

- a) Any loss or diminution of the Fund;
- b) The purchase, sale or retention of any investment;
- c) Payments out of the Plan that are made in accordance herewith; or
- d) Acting or declining to act on any instructions given to the Trustee or Agent by the Planholder or an individual purporting to be the Planholder.

For greater certainty, in no event shall either the Trustee or its Agent have any liability to the Planholder (or to the spouse or common-law partner of the Planholder, or any beneficiary or legal personal representative of the Planholder) for any special, indirect, reliance, incidental, punitive, consequential, economic or commercial loss or damage of any kind whatsoever (whether foreseeable or not), suffered or incurred by the Planholder or any beneficiary under the arrangement (including without limitation, loss of profits or revenue, failure to realize expected savings or other economic losses and costs), howsoever arising, resulting or caused.

Except as otherwise prohibited by law, the Planholder, his/her legal personal representatives and each beneficiary of this Plan will at all times indemnify and save harmless the Trustee and its Agent in respect of any taxes, interest and penalties which may be imposed on the Trustee in respect of the Plan or any losses incurred by the Plan as a result of the acquisition, retention or transfer of any investment or as a result of payments or distributions out of the Plan made in accordance with these terms and conditions or as a result of the Trustee or its Agent acting or declining to act upon any

instructions given to it by the Planholder and any costs or expenses of the Trustee and the Agent related thereto (including legal fees).

Except as otherwise prohibited by law, in the event the Planholder breaches this Trust Agreement, the Planholder, his/her legal personal representatives and each beneficiary of this Plan will indemnify and save harmless the Trustee and its Agent in respect of any loss, damage, or other expense (including legal fees) incurred by the Trustee or the Agent related to such breach.

In all cases where the Trustee or the Agent are entitled to be indemnified in accordance with the Tax Act, they shall be entitled to cause such indemnity to be paid from the Fund. If the Fund is insufficient to indemnify the Trustee and the Agent fully, the Planholder agrees to indemnify and hold the Trustee and the Agent harmless for any such costs, expenses, charges or liabilities.

**23. FOREIGN PENSION TRANSFERS.** The acceptance of any foreign pension transfer is at the sole discretion of the Trustee. Where the Planholder transfers a foreign pension to an account with the Trustee/Agent, the Planholder is solely responsible for ensuring the transfer qualifies and adheres to any applicable legislation, including the *Income Tax Act (Canada)*. Any amounts transferred may, in accordance with the applicable foreign legislation, be locked-in for a prescribed period of time.

The Planholder acknowledges that he/she is solely responsible for any foreign and domestic tax consequences in relation to the transferred amounts. The Planholder is responsible for determining eligibility for these transfers and for consulting with their pension manager and a qualified international tax advisor.

In the case of a UK pension transfer, if the Planholder has a 'relevant transfer fund' (as defined by HM Revenue & Customs), the Planholder will not be allowed to transfer in said relevant transfer fund until their 55th birthday.

**24. NOTICE.** Any notice given by the Trustee to the Planholder regarding the Plan (including this Trust Agreement) shall be sufficiently given if it is delivered to the Planholder personally, or if it is mailed, postage prepaid, to the Planholder at the address set out in the attached application or the last address provided by the Planholder. If mailed, any such notice shall be deemed to have been delivered by the tenth business day following the day of mailing.

**25. BINDING.** The terms of this Trust Agreement shall be binding upon the beneficiaries, heirs, executors, administrators and assigns of the Planholder and upon the respective successors and assigns of the Trustee and the Agent.

**26. GOVERNING LAW.** This Trust Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction in Canada in which the branch of BMO Investments Inc. (or an affiliate) is located where the account is maintained. If any provision of legislation referred to in this Agreement is renumbered due to a change in law, then that reference is to be considered to be to the provision as renumbered.



## PRIVACY DISCLOSURE AND CONSENT -- YOUR PERSONAL INFORMATION

To learn more about how we collect, use, disclose and safeguard your Personal Information, your choices, and the rights you have, please see our Privacy Code (available at [bmo.com/privacy](http://bmo.com/privacy), or from any of our branches).

### What is Personal Information?

Your Personal Information is information about you that you provided to us or information we collected from other sources such as credit reporting agencies, and includes your name, address, age, financial data, Social Insurance Number, employment information, and other information that could be used to identify you.

### Why do we need your Personal Information?

We collect and use your Personal Information to:

- verify your identity;
- ensure we have accurate information about you;
- understand your financial needs (including your eligibility for products and services you requested or accepted or were pre-approved for);
- to manage our relationship;
- protect against fraud and manage other risks;
- communicate with you regarding products and services that may be of interest;
- understand our customers, including through analytics, and to develop and tailor our products and services;
- comply with legal or regulatory requirements, or as permitted by law; and
- respond to questions you may have.

If we use your Personal Information for a different purpose, we will identify that purpose.

### Sharing your Personal Information

BMO Financial Group consists of Bank of Montreal and its affiliates. Your Personal Information, including information about your authorized representatives and beneficiaries, is shared within BMO Financial Group, to the extent permitted by law, to:

- ensure we have accurate information about you, and your authorized representatives and beneficiaries;
- manage our total relationship;
- provide a better customer experience;
- meet your needs as they change and grow; and
- manage our business.

### Your Choices

**Sharing:** You may choose not to allow us to share account-specific information within BMO Financial Group, but you understand we will share your Personal Information where two or more BMO Financial Group affiliates provide you with jointly offered products or services.

**Direct marketing:** You may choose not to allow us to use your contact information for direct marketing, such as mail, telemarketing or email informing you about products and services we think may be of interest and value to you.

Please see "Contact Us" in our Privacy Code for more details on how to opt out.