

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



Mutual Funds

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www.bmomutualfunds.com/advisor

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\*

\*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.

Table with columns: FUND NAME, DEFERRED CHARGE OPTION, SALES CHARGE OPTION, FUND NUMBER, AMOUNT (\$ OR %), WIRE ORDER NUMBER. Includes a TOTAL row.

1Standard Deferred Charge will apply if no option is indicated
2Deferred sales charge may apply on withdrawals

3Indicate the dollar amount or percentage of the total initial investment to be allocated to each fund

4. BMO MUTUAL FUNDS ALLOCATION AVERAGING PROGRAM/DOLLAR COST AVERAGING (DCA)

The minimum initial investment in a BMO Money Market Fund (Advisor Series) 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.

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 20th 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) – 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.

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

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

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

Complete Section 7 Bank Account Information for AWA 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

\*AWA minimum is \$100 per fund.

\*\*If this information is not indicated, the plan will be established for the 2nd 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 AWA 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 AUTOMATIC WITHDRAWAL ACCOUNTS (AWA) AND/OR INCOME OPTION (EFT TO BANK ACCOUNT)

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

Name of Financial Institution \_\_\_\_\_

Branch Address \_\_\_\_\_

Transit No.	Institution No.	Account No.



**Peel and place 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 should do so on a beneficiary change form or other written document, which you have signed and dated and delivered to BMO Investments Inc.

**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 ASSET BUILDER (CSP/PAC)

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
3. _____ <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
4. _____ <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

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 Canadian Payments Association definition. If this is for business purposes, it will be considered a Business PAD. Monies transferred between CPA 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 CSP/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 CSP/PAC agreement. To obtain more information on my/our recourse rights, I/we may contact my/our financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

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

Bank Accountholder Signature \_\_\_\_\_ Joint Bank Accountholder Signature (if required) \_\_\_\_\_ Date Y Y Y Y | M M | D D

\*CSP/PAC minimum is \$50.00

\*\*If this information is not indicated, the plan will be established for the 2nd 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. REGISTERED ACCOUNTS

TO: BMO INVESTMENTS INC. AND 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 a termination fee of \$25 (plus applicable taxes) may be applied to a registered plan account.

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.

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

TO: BMO INVESTMENTS INC.

**I/We have received a copy of the current Simplified Prospectus 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. For complete details on our commitment to privacy, please see our Privacy Code called "BMO Privacy Code" available online at [www.bmo.com/privacy](http://www.bmo.com/privacy) or call client services toll-free at 1-800-668-7327.

**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 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.

Quebec Residents: The parties hereto have requested that this application be signed in English. Les parties ont demandé que cette demande soit signée en anglais.

Investor/Annuitant Signature \_\_\_\_\_

Joint Investor Signature (if applicable) \_\_\_\_\_

Representative Name (Please Print) \_\_\_\_\_

Representative Signature \_\_\_\_\_

(Accepted by BMO Investments Inc., on its own behalf or as agent for BMO Trust Company)

Dealer \_\_\_\_\_ Representative \_\_\_\_\_

Y Y Y Y | M M | D D

Date

## BMO RETIREMENT SAVINGS PLAN (ADVISOR) DECLARATION OF TRUST

We, BMO TRUST COMPANY, are a trust company incorporated under the laws of Canada. (The words “us” and “our” refer only to BMO Trust Company.) You are the individual named in the application (the “Application”) on the other side of this declaration. We will act as your trustee for the BMO Retirement Savings Plan (Advisor) (the “Plan”) on the terms and conditions set out below:

**1. REGISTRATION.** We will apply to register the Plan under the Income Tax Act (Canada) (the “Act”) and any applicable income tax legislation of the province of Canada indicated by your address in the Application (collectively, the “Applicable Tax Legislation”).

**2. PURPOSE OF THE PLAN.** The purpose of the Plan is to provide retirement income to you and, where applicable, your spouse or common-law partner beginning on the date (the “Maturity Date”) you designate in writing. The Maturity Date will not be later than the end of the calendar year in which you become 71 years of age or any other age permitted by the Applicable Tax Legislation.

**3. CONTRIBUTIONS.** You or, where applicable, your spouse or common-law partner, may contribute to the Plan any amounts that the Applicable Tax Legislation allows. Contributions to the Plan may also be made by any employer or association named on the Application (the “Employer”). Contributions to the Plan which are made by you, or where applicable, your spouse or common-law partner or the Employer, according to this declaration and the Applicable Tax Legislation will be called the “Contributions”. We will hold Contributions and any income or gains from them, in trust, under the Applicable Tax Legislation. We will invest Contributions and any income or gains from them according to the terms of this declaration. These amounts will be the “Plan’s Assets”.

**4. INVESTING CONTRIBUTIONS.** Contributions and transfers of cash and, subject to the consent of the Trustee, other property may be made to the Plan by the Annuitant (as defined under the Act) or, where applicable, by the Annuitant’s spouse or common-law partner. We will invest and reinvest Contributions according to your directions, in investments which are available for investment by the Plan and permitted by the Applicable Tax Legislation. We will not be restricted by laws which limit investments trustees can make, except for the Applicable Tax Legislation. If you named an Employer on your Application, you confirm that the Employer may act as your agent to give instructions on investing Contributions.

**5. STATEMENT OF YOUR ACCOUNT.** We will maintain an account in your name to record:

- contributions;
- purchases and sales of investments we hold for you in the Plan; and
- payments from the Plan.

On an annual basis, we will send or arrange to be sent to you and, where applicable, your spouse or common-law partner, a statement of your account.

**6. RECEIPTS FOR CONTRIBUTIONS.** As required under the Applicable Tax Legislation, we will send you a receipt for income tax purposes showing Contributions we have received.

**7. YOUR RESPONSIBILITIES.** It is your sole responsibility or, where applicable, your spouse’s or common-law partner’s, to:

- ensure that the amount contributed to the Plan does not exceed the maximum amounts permitted under the Applicable Tax Legislation;
- determine the taxation years, if any, in which Contributions are deductible for tax purposes.

The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the plan will hold a non-qualified investment.

**8. REFUNDING EXCESS AMOUNT.** You, or where applicable, your spouse or common-law partner, may send us written instructions to refund an amount to reduce the tax which is payable by you or your spouse or common-law partner under Part X.1 of the Act for Contributions, deemed Contributions and amounts transferred (including any related income earned or gains realized) to the Plan or to

any other registered retirement savings plan under the Applicable Tax Legislation where those amounts exceed the limits permitted under the Applicable Tax Legislation. We will sell any of the Plan’s Assets that we, in our sole discretion, consider appropriate for the purpose of making a refund under this paragraph.

**9. WITHDRAWING FUNDS FROM THE PLAN.** Subject to any reasonable requirements we impose, you may send us written instructions, at any time before the Maturity Date, requesting that we sell all or a portion of the Plan’s Assets and pay you an amount equal to the proceeds of the sale. Within a reasonable period of time after receiving your instructions, we will pay you the proceeds of the sale you requested after deducting:

- any sale costs and other related fees or charges;
- any taxes (including any interest and penalties) that are or may become payable by the Plan; and
- any amount required to be withheld on account of your liability for income tax as a result of withdrawing funds from the Plan.

If only a portion of the Plan’s Assets are sold under this paragraph, you may specify in writing which of the Plan’s Assets you would like us to sell; otherwise, we will sell any assets that we, in our sole discretion, consider appropriate.

Once we pay you, we will have no liability or duty to you for the Plan’s Assets which we sold to pay you. We will send you any statements for the withdrawal that are required by applicable law.

### 10. TRANSFERRING TO ANOTHER PLAN.

a) Subject to any reasonable requirements we impose, you may send us written instructions to transfer Plan Assets to:

- a registered retirement savings plan or a registered retirement income fund (both within the meaning of the Applicable Tax Legislation) under which:

- you are the annuitant; or
  - your spouse or common-law partner or former spouse or former common-law partner (within the meaning of the Applicable Tax Legislation), from whom you are living apart, is the annuitant and the payment or transfer is made under a decree, order or judgement of a competent tribunal, or a written separation agreement, relating to a division of property between you and your spouse or common-law partner or former spouse or former common-law partner to settle rights arising from or on the breakdown of your marriage or common-law partnership; or
- a registered pension plan within the meaning of the Applicable Tax Legislation.

b) A transfer under this paragraph may be done by:

- transferring all or a portion of the Plan’s Assets; or
- selling all or a portion of the Plan’s Assets and transferring an amount equal to the proceeds of sale of those assets less any costs of sale;

less:

- any taxes (including any interest and penalties) that are or may become payable by us or the Plan; and
- any amount required to be withheld on account of your liability for income tax as a result of transferring Plan Assets.

c) When we receive an instruction from you to transfer Plan Assets under this paragraph, we will transfer the Plan Assets according to applicable law within a reasonable time after we have received all fully completed forms that are required by law. When the transfer of the Plan’s Assets has been completed, we will have no liability or duty to you for the Plan’s Assets which were transferred or sold to effect the transfer.

d) If only a portion of the Plan’s Assets is transferred under this paragraph, you may specify in writing which of the Plan’s Assets you would like us to transfer or which assets you would like us to sell to effect a transfer; otherwise, we will transfer or sell any of the Plan’s Assets that we, in our sole discretion, consider appropriate.

**11. TRANSFERRING FROM ANOTHER PLAN.** Amounts may be transferred to the Plan from pension plans, pension funds, other registered retirement savings plans and any other sources permitted from time to time under the Applicable Tax Legislation and other applicable law. For a transfer under this paragraph, the terms and conditions of the Plan will be subject to any additional terms and conditions that may be required to complete the transfer according to applicable law. These additional terms and conditions will form part of the terms and conditions of the Plan effective from the time the relevant amounts to the Plan are transferred. Subject to the requirements of the Applicable Tax Legislation, if there is any inconsistency between the terms of the Plan contained in this declaration and any additional terms and conditions which may become applicable as a result of a transfer under this paragraph, those additional terms and conditions will govern the manner in which the transferred amounts are dealt with. You acknowledge and expressly agree to be bound by the additional terms and conditions which may apply to the Plan from time to time under applicable laws in connection with any transfer under this paragraph.

**12. PURCHASE OF RETIREMENT INCOME AT MATURITY DATE.** The Plan will mature on the Maturity Date. At least 60 days before the Maturity Date (or any lesser number of days that we, in our sole discretion, permit), you must provide us with written instructions to:

- the Plan assets and use the proceeds of the sale, less any sale costs and other related fees and charges, to provide a retirement income (the “Retirement Income”) for you starting on the Maturity Date; or
- transfer the Plan’s Assets on the Maturity Date to a registered retirement income fund within the meaning of the Applicable Tax Legislation according to paragraph 10 of this declaration.

If we do not receive instructions from you by the Maturity Date, then, on the Maturity Date, we will sell the Plan’s Assets for you and transfer the proceeds to an interest bearing deposit account established with us or BMO Bank of Montreal. You will be responsible for all applicable taxes and any related administration expenses. If you instruct us to provide Retirement Income on the Maturity Date, you must also instruct us on the form of Retirement Income you would like to receive. Unless otherwise permitted by the Applicable Tax Legislation, the Retirement Income must be in one of the following forms:

- a life annuity, starting on the Maturity Date, with or without a guaranteed term commencing on the Maturity Date, not exceeding the term described in sub-paragraph (d) below, payable to you for your life, or to you, for the lives, jointly, of you and your spouse or common-law partner and to the survivor for his or her life;
- a fixed term annuity commencing on the Maturity Date, providing benefits to you or to you for your life and to your spouse or common-law partner after your death for a term of years equal to 90 minus either (1) your age in whole years at the maturity of the Plan; or (2) where your spouse or common-law partner is younger than you and you so elect, the age in whole years of your spouse or common-law partner at the maturity of the Plan; or
- any combination of (c) and (d).

The Retirement Income will be subject to the following requirements:

- payments under an annuity will be made in equal annual or more frequent periodic amounts until there is a payment in full or partial commutation of the annuity and, where the annuity is partial, equal annual or more frequent periodic payments thereafter;
- any payment in full or partial commutation of an annuity will be made to you or, after your death, to your spouse or common-law partner;
- the aggregate of the periodic payments in a year under an annuity after your death will not exceed the aggregate of the payments under the annuity in a year before your death;
- an annuity or any part of an annuity will not be assigned; and

- j) when your death occurs, each annuity must be commuted if it becomes payable to someone other than your spouse or common-law partner.

**13. PROOF OF AGE.** The statement of your birth date on the Application for the Plan is:

- your certification of your age; and
- your undertaking to provide any additional evidence we require to prove your age for the purpose of providing a Retirement Income.

**14. DESIGNATING A BENEFICIARY UNDER THE PLAN.** You may designate one or more beneficiaries to receive the Plan's Assets or the proceeds (the "Proceeds") from the sale of the Plan's Assets on your death. You may make, change or revoke a beneficiary designation by completing, dating and signing the form we provide or any other form we consider appropriate for this purpose. This form must be delivered to us before we pay any Proceeds. If more than one form has been delivered to us or the forms we have received are inconsistent, we will pay the Proceeds according to the form with the last signature date. We will be fully discharged of any liability under this declaration when we pay the Proceeds or transfer the Plan's Assets to the beneficiary designated by you even though the designation, as a testamentary instrument, may be invalid.

**15. DEATH BEFORE MATURITY DATE.** If you die before the Maturity Date, then, as long as we have received evidence of your death and a release which is satisfactory to us, we will immediately sell the Plan's Assets and pay the Proceeds to the designated beneficiary under the Plan. If you have not designated a beneficiary or your designated beneficiary has predeceased you we will pay the Proceeds to your estate. The following will be deducted from any Proceeds paid under this paragraph:

- any sale costs and other related fees and charges;
  - any taxes (including any interest and penalties) that are or may become payable by us or the Plan; and
  - any amount required to be withheld on account of your liability for income tax from paying a lump sum to your designated beneficiary or your estate.
- If the designated beneficiary is your spouse or common-law partner, your spouse or common-law partner may send us written instructions advising us not to sell the Plan's Assets but, instead to transfer them to a registered retirement savings plan for the benefit of your spouse or common-law partner, less:
- any sale costs and other related fees and charges;
  - any taxes (including any interest and penalties) that are or may become payable by the Plan; and
  - any amount required to be withheld on account of your liability or your estate's liability for income tax as a result of transferring assets from the Plan.

Any transfer under this paragraph will be subject to applicable laws, the completion of documentation required for the transfer and any other reasonable requirements we may impose.

**16. OWNERSHIP AND VOTING RIGHTS.** The Plan Assets will be held in our name, our nominee's name, bearer form or any other name that we determine. The voting rights attached to the securities held under the Plan and credited to your account may be exercised by you and for this purpose, you are hereby appointed as our agent and attorney to execute and deliver proxies and/or other instruments mailed by us to you according to applicable laws.

**17. RESTRICTIONS ON ADVANTAGES.** No advantage (as defined in section 207.01 of the Act) in relation to the Plan may be extended to, or be received or receivable by, the Annuitant, the Fund or any other person with whom the Annuitant does not deal at arm's length. The tax on an advantage is payable by the Annuitant, except in cases where the advantage has been extended by the Issuer.

**18. AMENDMENTS.** We may amend the terms of the Plan, in our sole discretion as long as:

- we obtain approval from the authorities administering the Applicable Tax Legislation, if required;
- the amendment does not disqualify the Plan as a registered retirement savings plan within the meaning of the Applicable Tax Legislation or it is being made to satisfy a requirement of the Applicable Tax Legislation; and

- provided further that any amendment to ensure the Plan continues to comply with the Act and applicable provincial legislation may take effect on a date that is prior to the date on which notice is given.

We will give you thirty days written notice of any amendment.

**19. TRUSTEE FEES.** As compensation for our services under the Plan, we will receive:

- any reasonable fees and other charges that we establish from time to time; and
- reimbursement for all taxes imposed on us in respect of the Plan and for all costs and disbursements reasonably incurred by us in performing our duties under this declaration.

We may change the amount of our fees or charges in the future by giving you reasonable notice. All amounts payable to us under this paragraph will be payable by the Annuitant.

**20. DELEGATION.** We will be responsible for administering the Plan according to the Applicable Tax Legislation and the terms of this declaration. Without limiting our responsibility, you authorize us to, and we may delegate to BMO Investments Inc. (the "Agent"), as our agent, the performance of the following tasks:

- receiving Contributions;
- investing and reinvesting assets held in the Plan according to the terms of this declaration;
- holding the assets of the Plan in safekeeping;
- maintaining your account as required under this declaration;
- providing you with statements and receipts as required under this declaration;
- determining investments available for investment by the Plan for the purpose of paragraph 4 of this declaration;
- determining the form of any instructions to be provided by you, including, without limitation, instructions regarding the selection of Retirement Income and the investment, reinvestment and sale of assets of the Plan;
- receiving and implementing instructions from you;
- preparing any forms required by the Applicable Tax Legislation; and
- any other tasks that must be performed to administer the Plan and which we specify in writing to the Agent.

We will remain ultimately responsible for the administration of the Plan under the provisions of this declaration.

**21. LIABILITY OF TRUSTEE.** The Trustee will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment.

The Trustee shall not be liable to the Annuitant (or to any beneficiary or legal personal representative of the Annuitant) for any loss to or diminution of the Fund or for any other losses, expenses, damages, claims or demands resulting from any of its acts or omissions, or for acting in accordance with instructions or failing to act in the absence of instructions, except to the extent that it is caused by its negligence, willful misconduct or lack of good faith. The Trustee shall be entitled to be indemnified by the Annuitant for all costs, expenses, charges or liabilities of whatever nature or kind resulting from good faith acts in accordance with instructions or failures to act in the absence of instructions.

The Trustee shall not be liable for any loss (other than losses, taxes, interest and penalties for which we are liable under the Act) or diminution of the assets of the Plan, except due to its own negligence, willful misconduct or lack of good faith.

**22. REPLACING TRUSTEE.** We may resign from our position as trustee under the Plan by providing 90 days written notice to the Agent or any shorter period that is acceptable to the Agent. The Agent may remove us from our position as trustee under the Plan by providing 90 days written notice to us. Our resignation or removal will be effective on the date the Agent replaces us with another trustee (the "Replacement Trustee"). The Replacement Trustee will be a corporation resident in Canada and author-

ized under the laws of the Province of Canada indicated by your address in the Application to carry out the duties and responsibilities as trustee under the Plan. If the Agent does not appoint a Replacement Trustee within 10 days after the Agent has received notice of our resignation or given us notice of our removal, we may appoint a Replacement Trustee.

On the date our resignation or removal becomes effective, we will sign and deliver to the Replacement Trustee all conveyances, transfers and further assurances that may be necessary or desirable to give effect to the appointment of the Replacement Trustee.

**23. NOTICES.** Instructions from you must be in writing. You may give us instructions by personal delivery or by mail, postage pre-paid, addressed to the Agent at 250 Yonge St., 9th Floor, Toronto, ON M5B 2M8 or any other address that we designate. Any instruction from you will be considered to have been given to us at the time of personal delivery to the Agent, or if mailed, on the day the Agent actually receives it. We may give you any notice, statement or receipt by personal delivery or mail, postage prepaid, at the address you gave on your Application. If you notified us about your new address, any notice, statement or receipt will be sent to the last address we received notice about. Any notice, statement or receipt from us will be considered to have been given to you at the time of personal delivery, or if mailed, on the third day after mailing.

**24. ENGLISH LANGUAGE.** The parties hereto have requested that the Plan be established in English. Les parties ont demandé que le régime soit rédigé en anglais.

**25. GOVERNING LAW.** The terms of the Plan will be construed, administered and enforced according to the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

**26. INSTRUCTIONS.** We are entitled to rely on instructions we receive from you, any person you designate to us in writing and any person purporting to be you or the person designated by you. We may decline to act on any verbal or electronically transmitted instruction if we have any doubt that the instruction has been properly authorized or accurately transmitted.

**27. BINDING.** The terms of this Declaration of Trust will be binding on your heirs, executors, administrators and permitted assigns and our successors and assigns.

## PRIVACY DISCLOSURE AND CONSENT

### Your Personal Information

#### **What is Personal Information?**

Personal Information is information that identifies you as an individual. It includes not only your name and address, age and gender, but can also include your personal financial records, identification numbers including your social insurance number (SIN).

#### **Why Do We Ask You for Your Personal Information?**

There are some purposes for using your personal information which are self-evident. Self-evident purposes should be clear, but if you have any questions, please contact us at 1-800-668-7327. We also ask you for your personal information for the following purposes:

- to verify your identity and protect against fraud,
- to set up and manage products you have requested, and
- to comply with legal and regulatory requirements.

Your personal information will not be used by us or any other member of BMO Financial Group for the purpose of marketing to you.

**For complete details on BMO Financial Group's commitment to respect and protect the privacy and confidentiality of personal information of individuals, please refer to our Privacy Code, which is available at any branch of BMO Bank of Montreal or by visiting our website at [www.bmo.com/privacy/](http://www.bmo.com/privacy/).**