

Group Retirement Savings Plan

Member Application

- Instantly reduces taxes paid at source
- The unmatched convenience of payroll deductions
- All the benefits of investing regularly by installment
- An ideal range of investments to soundly diversify your savings PLUS
- The services of a qualified Financial Advisor

GROUP RETIREMENT SAVINGS PLAN MEMBER APPLICATION



| FINANCIAL ADVISOR After checking the completed application, forward the application to Mackenzie Investments PLEASE NOTE Attention: Mackenzie Group Plan Department. | | | | | | | | |
|--|--|------------------------------------|------------------------------------|-----------------------------------|--|--|--|--|
| PLAN SPONSOR (EMPLOYER) INFORMATI | ON | | | | | | | |
| Plan Sponsor Name | Group No. (I | Group No. (If existing group plan) | | | | | | |
| 2. PLANHOLDER INFORMATION For a spousal If you already have an existing Mackenzie account, please check to the state of | DOX D | Language preferen | ce: English French | | | | | |
| 3= MISS 4= MS. 5= Dr. First Name & Initials | | | | ocial Insurance Number (required) | | | | |
| Address | Province Home Telephone | | | Date of Birth (DD MMM YYYY) | | | | |
| E-mail address | Postal Code | Postal Code Business Telephone | | | | | | |
| | | | | | | | | |
| First Name & Initials | Home Address Check Box if same as planholder Social Insurance Number | OR ▶ | | | | | | |
| 4. PAYROLL AUTHORIZATION Please specify pages as the Employee, I hereby authorize and instruct my Employer/Placalculating the amount of income tax to be deducted at source; at the name of the Planholder as shown in Section 2. | an Sponsor to: (i) make deductions from my pay at | | | | | | | |
| Frequency of RRSP Payroll Deductions Weekly | \$ Plan Sponsor Contribution (if a | | ee I.D. Number (if applicable) | | | | | |
| 5. INVESTMENT INSTRUCTIONS For each fund | selected, please specify allocation | | | | | | | |
| FUND NUMBER | FUND NAME | | SALES CHARGE (FRONT END LOAD) % | ALLOCATION | | | | |
| | | | <u>%</u> | | | | | |
| | | | % | % | | | | |
| | | | % | | | | | |
| | | | | | | | | |

| 6. BENEFICIARY DESIGNA | ATION Applicable only | to Mackenzie Registered Plans | | | | | |
|---|---|---|-------------------------------------|---|-------------------|--|--|
| | | ng person as my beneficiary(ies) and the person | entitled to receive my intere | est in this Registered Plan if living at my de | eath Treserve | | |
| the right to revoke this design | | ng person as my sementiary (res) and the person | entitled to receive my micre. | sem ans negistered ridir ii ming de my d | edili Freserve | | |
| PRIMARY BENEFICIARY | | | | | | | |
| NAME | | | | | | | |
| (FIRST AND LAST | NAME) | RELATIONSHIP | | % OF ENTITLEMENT | _ | | |
| 7 | | | | | _ | | |
| 3. | | | | | _ | | |
| If I designate contingent honoficial | rulias). Lacknowladgo that | my contingent beneficiary(ies) shall only be entit | lad to my plan if no primary | honoficiary/ios) is alive at the date of my | doath | | |
| CONTINGENT BENEFICIARY | ly(les), I acknowledge tilal | my contingent beneficiary(les) shall only be entit | ied to my pian ii no pinnary | beneficially (les) is alive at the date of my | deatii. | | |
| | | | | | \neg | | |
| NAME (FIRST AND LAST | ΓNAME) | RELATIONSHIP | | % OF ENTITLEMENT | | | |
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| In the absence of a designated ber | neficiary, the proceeds of y | our Plan(s) will be paid to your Estate. The design | nation of a beneficiary is sub | oject to the laws of each jurisdiction. | | | |
| 7. SIGNATURE Please read | carefully, sign and date | ? | | | | | |
| amount. In addition, I authorize t from another financial institution | gent. I understand that if he payment of the trailing to Mackenzie, and Macke | I choose the sales charge purchase option (front sales commissions described in the simplified particles of the sample but the | prospectus be paid to the d | dealer on my behalf. If I am transferring | a registered plan | | |
| Mackenzie Canadian Money Market Fund so that I will earn interest until my order is complete. I understand that as agent for the funds, Mackenzie reserves the right to accept or reject any purchase order within one day following the receipt of the order. I acknowledge receipt of the current prospectus of the fund(s) ordered. | | | | | | | |
| I authorize the use of my social insurance number for tax reporting, identification and record keeping purposes. | | | | | | | |
| To: B2B Trustco | ership in the Mackenzie R | etirement Savings Plan (hereinafter referred to a | | l retirement savings plan under section 1 | 46 of the Income | | |
| | enzie in the ways and for | e Privacy Protection Notice on the reverse side the purposes identified in the Privacy Protection | | | | | |
| I have requested that this applic J'ai demandé que ce formulaire | | ng documents be in English. Is les documents connexes soient rédigés en a | inglais. | | | | |
| Planholder/Annuitant's Signature Da | | Date (DD MMM YYYY) | | | | | |
| | | | | | | | |
| Member Signature | | Date (nn mmm yyyy) | | | | | |
| (Required only if thi | s is a spousal plan) | | | | | | |
| | | | | | | | |
| FOR FINANCIAL ADVISOR/DEALI | ER USE ONLY | | | | | | |
| Dealer Number | Dealer Name | | | | | | |
| Representative Number | Representative Name | | | DOD Trustee | | | |
| representative Number | Representative Name | | | B2B Trustco | | | |
| Dealer Account Number | Dealer Authorization/Repr | esentative Signature | Date (DD MMM YYYY) | hin ges | | | |
| | - | | | Authorized Signature of Acc | eptance | | |
| Maskannia Investmenta 1 000 CC | F 0512 100 Ourse Street | Mark Tayanta Ontaria MEN 2K1 Milita Maskannia | Investments Dink DOD Trust | too Vallage Diambalday Dies Diam Coons | ar I White Dealer | | |
| Mackenzie investments 1 800 66 | 5 US13 180 Queen Street | Nest, Toronto, Ontario M5V 3K1 White Mackenzie | investments Pink B2B irust | tco Yellow Plannolder Blue Plan Spons | or wnite Dealer | | |
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MACKENZIE RETIREMENT SAVINGS PLAN DECLARATION OF TRUST

We, B2B Trustco, are a trust company continued under the laws of Canada with our head office located at 199 Bay Street, Suite 600, PO Box 279 STN Commerce Court, Toronto, Ontario MSL OA2. You are the planholder named in the Multi-Plan Application ("your Application"). If you have selected an RSP, LRSP LIRA or RLSP as a type of account on your Application, we will act as the trustee of a Mackenzie Retirement Savings Plan ("your Plan") for you, the annuitant of your Plan, on the following terms and conditions.

- 1. Acceptance and Registration: If we agree to act as trustee of your Plan, we will apply to register your Plan under the Income Tax Act (Canada) (the "Tax Act") as a registered retirement savings plan ("RRSP"). You will be bound by the terms and conditions imposed on your Plan by all applicable legislation. If we decline to act as trustee, you or a Dealer (as defined below) will be notified and any amounts received by us as contributions will be returned.
- Purpose: We will hold contributions accepted by us for your Plan, investments made with those amounts
 and any income and capital gains realized in respect of those investments in trust for the purpose of
 providing you with a retirement income in accordance with the Tax Act.
- 3. Dealer: In this declaration, a "Dealer" refers to an individual or entity acting (or representing that it acts) in connection with your Plan as your investment advisor, broker or dealer, or on behalf of your investment advisor, broker or dealer. You acknowledge that a Dealer is your agent and when acting (or representing that it acts) as a Dealer is not our agent or the agent of any of our affiliates. We are entitled to accept and act on any notice, authorization or other communication that we believe in good faith to be given by you or a Dealer on your behalf. We are under no obligation to verify that a Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.
- Your Responsibility: You are responsible for:
 - (a) selecting investments for your Plan and assessing the merits of those investments, obtaining
 appropriate advice in respect of these matters or authorizing a Dealer to do these things on
 your behalf;
 - (b) ensuring that contributions to your Plan do not exceed the maximum contribution limits permitted by the Tax Act;
 - (c) providing us with information relevant to whether an investment held is a non qualified investment under the Tax Act;
 - (d) ensuring that the investments held in your Plan are at all times qualified investments for your Plan under the Tax Act and immediately notifying us if an investment held in your Plan is or becomes a non-qualified investment for your Plan under the Tax Act.

You acknowledge and accept responsibility for these matters and undertake to act in the best interest of your Plan. You confirm that we are not responsible for your failure to comply with any of these matters or for any related loss in the value of your Plan. You confirm that we are not responsible for any related taxes, interest or penalties imposed on you or your Plan, except for those taxes, interest and penalties, if any, imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act. You acknowledge that a Dealer or any other person from whom you obtain investment, tax or other advice is your agent and when acting (or representing that it acts) as a Dealer or your advisor is not our agent or the agent of any of our affiliates. You will take all necessary measures to immediately liquidate any non-qualified investment under the Tax Act, and in the alternative, hereby authorize us to liquidate, or to give instructions to any other party to liquidate, any non-qualified investments under the Tax Act, but in no event shall we be obligated to liquidate or to give instructions to liquidate except as specifically authorized by you in writing.

- 5. Our Responsibility: We are ultimately responsible for the administration of your Plan. We are not authorized to select investments for your Plan and will not assess the merits of any investment selected by you or a Dealer. We are not responsible for providing any investment, tax or other advice to you or a Dealer; nor are we responsible for any advice that you obtain from a Dealer or any other source. Except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act, if any, and notwithstanding any other provision of this declaration, we shall not be liable for any taxes, interest and penalties suffered as a result of any act done by us in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. Notwithstanding any other provision of this declaration, we shall not be liable for any loss suffered as a result of any act done by us in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. We are under no obligation to verify that any person is properly authorized to act as your Dealer, agent or legal representative or is otherwise authorized to act on your behalf.
- 6. Contributions to your Plan: You or, where applicable, your spouse may make contributions to your Plan. If your Plan is a Group RSP as indicated in your Application, the company named in your Application for the purposes of Group RSPs may remit contributions to your Plan on behalf of you or your spouse. We will also accept contributions by way of a transfer to your Plan from any source permitted by the Tax Act from time to time. We may accept or for any reason refuse to accept all or any portion of a contribution or transfer of cash, securities or other investments to your Plan. No contribution or transfer will be accepted after December 31 of the year in which you reach the maximum age for maturity specified by the Tax Act.
- **Investments:** We may accept and act on any investment instructions that we believe in good faith to be given by you or a Dealer on your behalf. The assets of your Plan will be invested and reinvested from time to time according to your investment instructions or those of a Dealer in securities of mutual funds managed by Mackenzie Financial Corporation (the "Administrator") or such other investment as we may permit from time to time. We are not authorized to select investments for your Plan and will not assess the merits of the investments selected by you or a Dealer. In selecting investments for your Plan, you will not be limited to those investments authorized by legislation governing the investment of property held in trust. However, you may be limited by policies and requirements imposed by us from time to time, such as the requirement to provide documentation and the requirement to comply with those policies and procedures currently imposed in connection with securities held in your Plan and the requirement to provide information concerning whether an investment held is a non-qualified investment under the Tax . Act. Notwithstanding any other provision in this declaration, we may for any reason refuse to act on any investment instruction, in which case you or a Dealer will be notified, and we will not be liable for any resulting loss. In the absence of satisfactory investment instructions, cash received by us in connection with your Plan will be converted into the currency denomination of your Plan and invested in units of a money market fund managed by the Administrator. If it is necessary for cash or other assets held in your Plan to be converted to another currency, we, our affiliate, our agent or a person engaged by us may act as principal on our or its own behalf and not on your behalf to convert the currency at the rate established by us or it for the relevant conversion date. In addition to commissions that may be charged for thisservice, any revenue earned by us or other service provider based on the difference between the applicable bid/ask rates and the cost of currency will be for our account or the account of the other service provider.
- 8. Withdrawals and Refunds: Following receipt of satisfactory instructions from you or a Dealer, we will make a payment from your Plan to: (a) you or your spouse, as applicable, to reduce taxes otherwise payable under Part X.1 of the Tax Act in respect of over contributions to RRSPs; or under Part XI.01 of the

Tax Act or (b) you. If the value of your Plan is less than \$500, we may make a payment to you from your Plan equal to the value of your Plan. We may transfer or realize any investment of your Plan selected by us for the purpose of making a payment to you or your spouse and will not be liable for any resting loss. Payments will be made net of all proper charges including tax required to be withheld. If your Plan does not have sufficient cash to pay these charges, we will be entitled to require you to pay these charges.

- Transfers from your Plan: Following receipt of satisfactory instructions from you or a Dealer, we will transfer all or part of the assets of your Plan (less all proper charges) to the issuer or agent of the issuer of an RRSP or a registered retirement income fund ("RRIF"), a licensed annuities provider to acquire an advanced life deferred annuity, or a First Home Savings Account ("FHSA") in accordance with paragraph 146(16)(a.2) of the Tax Act, or a RRIF or an RRSP in your spouse's (or former spouse's) name, under a decree, order or judgment from a court, or a written separation agreement relating to the breakdown of your marriage or common law partnership, as instructed. If your Plan is a Group RSP as indicated in your Application, you hereby appoint the company named in your Application for the purpose of Group RSPs, as your agent for the purpose of instructing us to transfer the assets of your Plan and signing documents necessary to effect the transfer. If we receive instructions to transfer some of the assets of your Plan, we may request instructions to transfer all the assets of your Plan and we may delay the transfer until after we receive the requested instructions. If we have not received the requested instructions within 30 days of our request or if the issuer of the recipient plan refuses to accept the transfer of any assets of your Plan, the assets that have not been transferred may, at our option, be transferred or paid to you (less taxes required to be withheld and any other proper charges). We will make an effort to provide the issuer of any recipient plan with all relevant information in our possession. We will make an effort to sell or transfer specific investments of your Plan to effect the transfer as instructed. In the absence of satisfactory instructions, we may sell or transfer any investments of your Plan selected by us to effect the transfer and will not be liable for any resulting loss. The transfer of assets will be made subject to any restrictions under the Tax Act or the terms and conditions of the investments of your Plan.
- 10. Maturity: On or before December 31 of the year in which you reach the maximum age for maturity specified by the Tax Act, the assets of your Plan must be transferred to a RRIF or liquidated and the proceeds (less all proper charges) used to acquire an annuity that conforms with the Tax Act. If you or a Dealer do not provide us with satisfactory instructions by September 30 of that year, you will be deemed to have instructed us to transfer the assets of your Plan on or before December 31 of that year to a RRIF. We will act as your attorney to execute documents and make elections necessary to establish the RRIF. However, if the issuer of the RRIF does not accept the transfer, the assets of your Plan will be paid or transferred to you (less taxes required to be withheld and any other proper charges).
- 11. Annuity: An annuity purchased with the assets of your Plan must conform to the requirements of the Tax Act which, among other things, requires the annuity to provide equal annual or more frequent periodic payments to you, or to you until your death and then to your spouse, until there is a payment in full or partial commutation of the annuity and where the commutation is partial, equal annual or more frequent periodic payments afterwards except for adjustments permitted by the Tax Act. Payments may not exceed a term of years equal to 90 minus either your age (in whole years) or, if your spouse is younger than you, your spouse's age (in whole years) at the time the annuity is established. Payments to your spouse in any year after your death may not be greater than payments made in a year before your death. If the annuity becomes payable to a person other than you or your spouse, the value of payments must be commuted.
- 12. Beneficiary Designation: If you are domiciled in a jurisdiction which by law permits you to validly designate a beneficiary other than by Will, you may designate a beneficiary to receive the proceeds of your Plan in the event of your death before the maturity of your Plan. Your designation of a beneficiary will not be revoked or changed automatically by any future marriage or divorce. You may make, change or revoke your designation by written notice to us signed by you in a form acceptable to us.
- 13. Death: Upon receipt of satisfactory evidence of your death, we will hold the assets of your Plan for payment in a lump sum to your designated beneficiary if that person was living on the date of your death. With multiple beneficiaries, if a designated beneficiary predeceases you, their allocation will be divided proportionately among the surviving beneficiaries. If you have not designated a beneficiary or if all designated beneficiaries predecease you, the assets of your Plan will be paid to your Estate. The lump sum payment will be paid subject to the deduction of all proper charges after we receive all releases and other documents that we request.
- 14. Prohibition: Except as specifically permitted under the Tax Act, no advantage that is conditional in any way on the existence of your Plan may be extended to you or a person with whom you do not deal at arm's length. You may not engage in any transaction, investment, payment or transfer which is or may be an advantage, an RRSP strip or a swap transaction under Part XI.01 of the Tax Act. Retirement income under your Plan may not be assigned in whole or in part. The assets of your Plan may not be used as security for a loan except as permitted by us. We will not make any payments from your Plan except those specifically permitted under the provisions of this declaration or the Tax Act or required by law. We reserve the right to prohibit any transaction, investment, payment or transfer, whether an advantage, an RRSP strip or a swap transaction under the Tax Act, or such other payment or transfer which is or may be prohibited or penalized under the Tax Act.
- 15. Date of Birth and Social Insurance Number: The statement of your and, if applicable, your spouse's birth date and social insurance number on your Application is deemed to be a certification of its truth and your undertaking to provide proof if requested by us.
- 16. Accounting and Reporting: We will maintain an account of your Plan reflecting, with appropriate dates: (a) contributions to your Plan; (b) the name, number and cost of investments purchased or sold by your Plan; (c) distributions received by your Plan; (d) cash; (e) withdrawals, transfers and expenses paid from your Plan; and (f) the balance of your account. We will send you a statement of your account at least once a year. Before April of each year, we will provide any applicable tax reporting required to be filed with your or your spouse's personal income tax return for the previous year.
- 17. Fees and expenses: We may charge you or your Plan fees as published by us or the Administrator from time to time. We will give you at least 30 days notice of any change in our account fees. In addition, we are entitled to charge your Plan fees for out-of-the ordinary services requested by you or a Dealer in connection with your Plan and we are entitled to reimbursement from your Plan for all disbursements, expenses and liabilities incurred by us in connection with your Plan except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act. Without limiting the generality of the foregoing, these fees, disbursements, expenses and liabilities may include: brokerage fees and commissions, custodian fees, administration fees and redemption fees incurred in connection with investments held in your Plan; investment advisory fees paid to a Dealer; legal and accounting fees; fees in connection with financial arrangements made to facilitate the conversion of currency; and taxes, interest and penalties imposed on your Plan except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act. We are entitled to deduct the unpaid fees, disbursements, expenses and liabilities from the assets of your Plan or, except where prohibited by the Tax Act, any other account held by you with us or any of our affiliates and for this purpose we are authorized, but not obliged, to realize sufficient assets of your Plan or such other account selected by us. We will not be responsible for any resulting loss. Except where prohibited by the Tax Act and notwithstanding any other provision of this declaration, we are entitled to deduct from any other account held by you with us or any of our affiliates those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act.

- 18. Taxes imposed on you or your Plan: If your Plan becomes liable for tax, interest or penalties under the Tax Act or provincial legislation, we may sell any investment of your Plan to pay the liability. We may, but are not obliged to, sell or otherwise dispose of any investment of your Plan to avoid or minimize the imposition of tax, interest or penalties on you or your Plan. Except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act, if any we will not be liable for any tax, interest or penalty imposed on you or your Plan. We will not be liable for any loss resulting from the disposition or failure to dispose of any investment held by your Plan.
- 19. Delegation of Duties: Without detracting in any way from our responsibility, we may appoint agents (including our affiliates) and may delegate to our agents the performance of any of our duties or responsibilities under this declaration including but not limited to administrative duties such as accepting contributions to your Plan, executing investment instructions, safekeeping the assets of your Plan, account and record keeping, preparing and issuing statements and tax receipts, communicating with you, a Dealer or legal representatives and responding to your or their concerns. We may also employ or engage accountants, brokers, lawyers or others and may rely on their advice and services. We will not be liable for the acts or omissions of any of our agents, advisors or service providers and will not be liable for the acts or omissions of a Dealer or any of your other agents, advisors or service providers. We may pay to any agent, advisor, service provider or Dealer all or part of the fees received by us under the provisions of this declaration and/or a fee calculated by reference to currency converted in your Plan.
- 20. Indemnity: None of us, our officers, employees and agents will be liable for and are indemnified by you and your Plan from and against all expenses, liabilities, claims, losses and demands of any nature arising out of the holding of the assets of your Plan; the dealing with the assets of your Plan in accordance with instructions which we, our officers, employees or agents believe in good faith to be given by you or a Dealer or other agent; making financial arrangements to settle trades; and the sale, transfer or release of assets of your Plan in accordance with this declaration, unless caused by or resulting from our dishonesty, bad faith, willful misconduct or gross negligence.
- 21. Amendments: From time to time, we may amend this declaration with the approval of the Canada Revenue Agency provided that the amendment does not disqualify your Plan as an RRSP under the Tax Act or other legislation. Any amendment to ensure that your Plan continues to comply with the Tax Act or other legislation will be effective without notice. Any other amendment will be effective not less than 30 days' after notice has been provided to you.
- 22. Successor Trustee: We may resign and be discharged from all duties and liabilities under this declaration by giving written notice to the Administrator. The Administrator is initially nominated to appoint a company as successor trustee. If the company appointed by the Administrator does not accept the office of trustee of your Plan within 30 days' of being appointed, then we may nominate you to appoint a successor trustee by providing notice to you. Upon acceptance of the office of trustee of your Plan, the successor trustee will be trustee of your Plan as if it had been the original declarant of your Plan and your Plan continues in full force and effect with the successor trustee. At the time of the appointment of the successor trustee, we will be relieved of all duties and liabilities under this declaration. If you are unable to appoint a successor trustee who accepts the office of trustee of your Plan within 60 days' of you being nominated to appoint a successor trustee, the assets of your Plan net of all proper charges will be withdrawn from your Plan and transferred to you and we will be relieved of all duties and liabilities under this declaration.
- 23. Notice to you: Any notice, request or other communication required or permitted to be given to you by us must be in writing and will be sufficiently given if it is sent by pre-paid mail, telecopier, electronic mail or other form of electronic transmission addressed to you at the address provided on your Application or subsequently provided by you or a Dealer in a notice to us. For greater certainty, we are not responsible for verifying the accuracy or currency of any address provided to us. Any notice, request or other communication will be deemed to have been given to you and received by you on the day of mailing or transmission.
- 24. Notice to us: Except as otherwise provided in this declaration, any notice, request or other communication required or permitted to be given to us by you or a Dealer must be in writing and will be sufficiently given if it is in a form satisfactory to us and is received by the Administrator by pre-paid mail, courier or telecopier addressed to us or the Administrator at the address for the Administrator last provided to you. We are permitted but not obliged to accept and act on a notice, request or other communication given to us by you or a Dealer by internet, electronic transmission or telephone. We may for any reason refuse to act on any notice, request or other communication given to us by you or a Dealer and we will not be responsible for any resulting loss. Any notice, request or other communication given to us will be deemed to have been given to us and received by us at the time of actual receipt by the Administrator.
- 25. Locked in Plans: If "locked-in" assets are transferred to your Plan in accordance with applicable pension legislation, this declaration will include the additional provisions contained in the attached "Locking-in Supplement for a LIRA or Locked-in RSP or RLSP". In the event of any inconsistency between the provisions of the supplement and the provisions of this declaration, the provisions of the supplement apply.
- **26. Language:** You have requested that your Application, this declaration and all ancillary documents be provided to you in English. Vous avez exige que votre demande, la presente declaration et tousles documents accessoires vous soient fournis en anglais.
- 27. Governing Laws: This declaration will be governed, construed and enforced in accordance with the laws of Ontario and Canada except that the word "spouse" as used in this declaration refers to a person recognized as your spouse or common law partner for the purposes of the Tax Act.
- 28. Specimen Plan: RSP 417-002

Revised: October 2023

PRIVACY PROTECTION NOTICE

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

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

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

 Client Record and Personal Information: We hold the personal information we collect about you (and your spouse and/or beneficiary as applicable) for the purposes identified in this Notice in a record called

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

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

- Collecting, Holding, Using, and Disclosing Personal Information in Your Client Record: Mackenzie
 may collect, hold, and use the personal information in your client record as well as collect personal
 information from and disclose personal information to the third parties identified in paragraph 4 for the
 following purposes:
 - a. identifying you and ensuring the accuracy of information contained in your client record;
 - establishing and administering your account, determining, maintaining, recording, and storing account holdings and transaction information in your client record;
 - executing transactions with or through Mackenzie including transferring funds by electronic or other means;
 - d. providing you and your Dealer with account statements, transaction confirmations, tax receipts, financial statements, proxy mailings, registered plan notices, and other information which you or your Dealer may request as needed to service your account;
 - e. verifying information previously given by you with any other organization when necessary for the purposes provided in this Notice;
 - f. processing pre-authorized debit transactions;
 - g. collecting a debt owed to Mackenzie;
 - h. engaging in the financing or sale of all or part of our businesses, reorganizing our businesses, and obtaining and submitting insurance claims; and
 - i. meeting legal and regulatory requirements.

Third Parties:

- a. Mackenzie may collect your personal information for the purposes identified in this Notice from third parties such as your Dealer, other companies in the Mackenzie Group of Companies, other financial institutions and mutual fund companies, and from third parties who represent that they have the right to disclose the information.
- b. Mackenzie may transfer your personal information for the purposes identified in this Notice to our service providers, such as account statement preparation and mailing companies, courier companies, imaging companies, and document storage companies. When Mackenzie transfers personal information to our service providers, we ensure by contractual means that the transferred personal information is used only for the purposes for which the service provider is retained and is protected to the same degree as it is when in our possession. We may use service providers located outside of Canada, and where we do, personal information may be disclosed in accordance with the laws of the jurisdiction in which the service provider is located, including to the government in that jurisdiction and its agencies.
- c. Mackenzie may disclose your personal information to third parties where permitted or required by law, such as disclosure for tax purposes to the Canada Revenue Agency.
- d. Mackenzie may disclose your personal information for the purposes identified in this Notice to third parties such as your Dealer, third party service providers, data-processing firms, other companies in the Mackenzie Group of Companies, other financial institutions and mutual fund companies, and group plan administrators. If you wish to withdraw consent to the continuation of this type of information sharing or discuss the implications of such withdrawal, please contact us. Your decision to withdraw consent may prevent Mackenzie from providing or continuing to provide products and services to you because the disclosure to third parties is a necessary part of making the product or service available to you.
- 5. Using Your SIN: By law, Mackenzie is required to use your SIN when submitting tax reports to the Canada Revenue Agency. We may use your SIN as an identifier for reasons such as consolidating your holdings so that fees associated with your account are reduced or are not charged more than once, or that your mailings are delivered in one envelope or are not duplicated. Also, we may share your SIN as a unique identifier for the purposes identified in this Notice to third parties such as your Dealer, group plan sponsor, and third party service providers. If you have any questions or concerns about the use of your SIN please contact us.
- Location of Your Client Record: Your client record is kept in electronic, microfilm, or paper format primarily in Toronto, but it may also be kept in other Canadian locations. To request access to your client record, please contact us.
- Telephone Calls: We may record your telephone calls with our representatives, and we may monitor live or recorded calls for quality assurance and training purposes, and to confirm our discussions with you.
- 8. Changes to Your Personal Information: Please inform Mackenzie promptly of any change in the personal information that you have provided.
- 9. Right to Access and Rectify Personal Information: You are entitled to access, through a written request, the personal information contained in your client record, subject to limited exceptions set out in law. You may verify this personal information and request that any inaccurate information be corrected. To access and/or correct your personal information, please contact us using the options indicated below.
- 10. Resolving Your Questions and Concerns: If your concerns about access to and/or the correction of your personal information have not been resolved to your satisfaction, or if you have any questions or other concerns about our management of your personal information, you can contact the Chief Privacy Officer using the contact information in Step 2 below. If after contacting the Chief Privacy Officer your question or concern has not been resolved, we can direct you to the appropriate federal or provincial Privacy Commissioner.

Resolving your questions and concerns: If you have any questions or concerns about the treatment of your personal information please take the following steps:

Step 1. Your question or concern may be easily resolved by our Client Relations team:

1-800-387-0614

service@mackenzieinvestments.com Monday to Friday 8am to 8pm (ET) Step 2. If speaking with Client Relations does not resolve your question or concern, you may contact the Chief Privacy Officer:

Email: privacy@mackenzieinvestments.com

Fax: 416-922-7062

Mail: Chief Privacy Officer, Mackenzie Investments, 180 Queen Street West, Toronto, ON, M5V 3K1

- Step 3. If after contacting the Chief Privacy Officer your question or concern has not been resolved, you
 may contact the Office of the Privacy Commissioner of Canada or the Office of your provincial Privacy
 Commissioner if you are resident in Quebec, Alberta, or British Columbia.
- Office of the Privacy Commissioner of Canada

www.priv.qc.ca

Commission d'accès à l'information du Québec

www.cai.gouv.qc.ca

Office of the Information and Privacy Commissioner of Alberta

 www.oipc.ab.ca
 Office of the Information and Privacy Commissioner for British Columbia www.oipc.bc.ca

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GENERAL INQUIRIES

For all of your general inquiries and account information please call:

 ENGLISH
 1-800-387-0614

 BILINGUAL
 1-800-387-0615

 ASIAN INVESTOR SERVICES
 1-888-465-1668

 TTY
 1-855-325-7030
 416-922-4186

 FAX
 1-866-766-6623
 416-922-5660

 E-MAIL
 service@mackenzieinvestments.com

WEB mackenzieinvestments.com

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

