

(Insert Company Logo)

(Company Name)

Employee Share Ownership Plan

SPOUSAL RSP ENROLMENT FORM

Administered for (Company Name) Corporation by Computershare

*** IMPORTANT: WHEN OPENING A SPOUSAL RSP, THE SPOUSE IS THE ANNUITANT (PLAN HOLDER) OF THE PLAN. THE EMPLOYEE IS THE CONTRIBUTOR AND WILL BE ISSUED THE TAX CONTRIBUTION RECEIPT.

1. (SPOUSE OF EMPLOYEE) ANNUITANT DATA

Mr Mrs Miss Ms Last Name First Name Middle Initial Street Address Street Name Apartment Number City Province Postal Code Social Insurance Number Date of birth (yyyy/mm/dd): Language preference English French

2. (EMPLOYEE) CONTRIBUTOR DATA

First Name Last Name Initial Telephone # - Work Telephone #r - Home E-Mail address: Employee # Dept/Division # Social Insurance Number Date of employment (yyyy/mm/dd) Language preference French English RSP A/C Contract # (Computershare use only)

3. CONTRIBUTIONS

Employee Authorization of Spousal Plan Contributions to be Deducted from my Pay: Enter annual percentage of regular salary: % OR Deduction Amount per pay \$ Date: Signature: Contributor (Employee)

4. RSP AUTHORIZATION

I, hereby apply for participation in the (Company Name) Group Retirement Savings Plan in accordance with the terms and conditions of the Declaration of Trust set out on the attached hereof which I have read and with which I agree to comply (the "Plan"). I declare that the information given in this application is true, correct and complete. I acknowledge that I am responsible for determining my contribution limits, my investment decisions and whether an investment is qualified under the tax laws, and I am aware of the consequences of acquiring and holding any which is a non-qualified investment or a prohibited investment under the Income Tax Act (Canada) (the "Act"). I confirm that Computershare Trust Company of Canada has no obligation to give me investment advice in connection with the purchase, retention, or sale of any investment and that any benefit received under the RSP is taxable under the Income Tax Act (Canada). I request Computershare Trust Company of Canada to apply for registration of the RSP as a retirement savings plan under the Act Canada and if applicable, under any provincial income tax legislation. I further authorize (Company Name) to act as my agent for the purpose of the Plan. For residents of Quebec only: I confirm that it is my express wish to have this Application Form and Declaration of Trust, as well as all other documents related to the RSP, drawn up in the English language. Je confirme que c'est ma volonté expresse que la présente demande d'adhésion et le présent contrat, ainsi que tous les documents qui s'y rattachent, ou autres communications soient rédigés en anglais.

5. RSP BENEFICIARY DESIGNATION

I hereby revoke any previous designation of beneficiary made by me for the Plan and I hereby designate the following person, if living at the date of my death, as beneficiary under the Plan. I acknowledge that I am solely responsible for ensuring that this designation of beneficiary is legally valid. CAUTION: In some provinces, your designation of beneficiary by means of a designation form will not be revoked or changed automatically by any future marriage or divorce. In such case, if you wish to change your beneficiary, you may do so by means of a new designation. THIS DESIGNATION OF A BENEFICIARY IS NOT AVAILABLE FOR QUEBEC RESIDENTS. THEREFORE, IF YOU ARE A QUEBEC RESIDENT, THE PLAN PROCEEDS WILL BE PAID TO YOUR ESTATE UPON YOUR DEATH.

Last Name First Name Relationship Address Street Name Apartment City Province Postal Code

6. SIGNATURE

Date: Signature: Annuitant (Spouse of Employee) For residents of Quebec only: Date: Signature: Authorized Officer (Computershare)

(Plan Name) GROUP RETIREMENT SAVINGS PLAN
DECLARATION OF TRUST

We, Computershare Trust Company of Canada, a trust company existing under the laws of Canada, hereby declare that we will act as trustee for you, the annuitant named in the application to which this declaration is attached, for membership in the (Company Name) Group Retirement Savings Plan (the "Group RSP") upon the following terms:

SOME DEFINITIONS: In this declaration, in addition to terms defined elsewhere herein,

"Act" means the *Income Tax Act* (Canada);

"Common-law partner" has the meaning set forth in the Act;

"Company" means the employer or other organization sponsoring the Group RSP;

"Contributions" means contributions of cash or investments to the Plan;

"Maturity Date" has the meaning set forth in paragraph 8;

"Plan" means the individual retirement savings plan, as defined in the Act, that you have applied for and will be issued to you on the terms set out herein and in the application to which this declaration is attached, which Plan is part of the Group RSP;

"Plan Assets" has the meaning set forth in paragraph 2;

"Plan Proceeds" has the meaning set forth in paragraph 8(a);

"Retirement Income" has the meaning set forth in the Act;

"RRIF" means a registered retirement income fund, as defined in the Act;

"RRSP" means a registered retirement savings plan, as defined in the Act;

"Spouse" means a "spouse" for the purposes of the Act;

"Tax Laws" means the Act and any applicable tax legislation of your province of residence, as recorded in your application;

"We", "us" and "our" refer to Computershare Trust Company of Canada;

"You" and "your" refer to the person who has signed the application and to whom the Plan will be issued; (under the Act, you are known as the "annuitant" of the Plan).

1. **REGISTRATION:** We will apply for registration of the Plan in accordance with the Tax Laws. The purpose of the Plan is to provide you with a Retirement Income.

2. **CONTRIBUTIONS:** We will accept Contributions forwarded to us by the Company from you or, where applicable, your spouse or common-law partner. You or such other person will be solely responsible for determining the maximum limits for Contributions in any taxation year as permitted by the Tax Laws and for determining the taxation years, if any, in which such Contributions are deductible for tax purposes. Such Contributions shall be made only while you or your spouse or common-law partner, as applicable, is an employee of the Company and a member of the Group RSP. We will hold, invest and use the Contributions and any investments, income or gains therefrom (the "Plan Assets") in trust according to the terms of this declaration and the Tax Laws. No Contributions to the Plan may be made after the Maturity Date or after the date that you or, if applicable, your spouse or common-law partner ceases to be an employee of the Company.

3. **INVESTMENTS:** We will invest and reinvest Contributions and other Plan Assets according to the Company's instructions on your behalf. You release us from any claim or liability when acting upon the instructions of the Company, subject to section 18. We may require any instructions to be in writing. We have no obligation to pay interest on any cash balances held in the Plan. Following the date that you or, if applicable, your spouse or common-law partner cease to be employed by the Company, any dividends paid on shares which continue to be held in the Plan will continue to be reinvested in additional shares, where applicable.

Investments will not be limited to those authorized by law for trustees.

Notwithstanding anything in this declaration, we may decline to accept any particular Contribution or to make any particular investment, in our sole discretion or for any reason, including if it does not comply with our administrative requirements or policies in place from time to time. We may also need you to provide special supporting documentation as a condition to our making certain investments for the Plan.

4. **INCOME TAX RECEIPTS:** On or before March 31st in each year, we will provide to you, your spouse or your common-law partner, as applicable, an electronic or hardcopy receipt showing Contributions made by you or such person during the preceding year and, if applicable, the first 60 days of the current year. You, your spouse or your common-law partner will be solely responsible for ensuring that any deductions claimed for income tax purposes do not exceed the permitted deductions under the Tax Laws.

5. **YOUR ACCOUNT AND STATEMENTS:** We will maintain an account in your name showing all Contributions made to the Plan, all investment transactions and all withdrawals from the Plan. We will provide you with either an electronic or hardcopy annual statement.

6. **MANAGEMENT AND OWNERSHIP:** We may hold any investment in our own name, in the name of our nominee or agent, in bearer form or in such other name or form, or with any such custodian clearing corporation or depository, as we may determine. In exercising our rights and carrying out our responsibilities hereunder, we may employ agents and advisors, including legal counsel, who may or may not be affiliated with us, and may act or not act on the advice or information of any such agent or advisor. We may generally exercise the power of an owner with respect to the Plan Assets, including the right to vote or give proxies to vote in respect thereof or to sell assets to pay any assessments, taxes or charges imposed on the Plan by the Tax Laws, subject to section 18. You or the Company as your agent may instruct us in the exercise of our voting rights hereunder. Whether on our own account or on the account of another entity (including, without limitation, the Plan), and without being liable to account for any profit in respect thereof, we may: a) purchase, hold, sell or otherwise deal with any property of the same class or nature as the Plan Assets; b) invest in the property or undertaking of any person who may be affiliated or associated in any way with us or in whom we may have any interest; and c) employ, contract or deal with any entity, including any entity that is affiliated or associated in any way with us or in which we have any interest.

7. **REFUND OF OVER-CONTRIBUTIONS:** Upon receiving a written request from you or, if applicable, your spouse or common-law partner, we will refund an amount to the person making the request in order to reduce the amount of tax that would otherwise be payable under Part X.1 of the Act, or under any other Tax Laws, by that person. We will not have any responsibility for determining the amount of any refund hereunder.

8. **PURCHASE OF RETIREMENT INCOME OR TRANSFER TO A RRIF:** Your Plan will mature on the date (the "Maturity Date") you select for the start of a Retirement Income but this date must not be later than December 31 of the calendar year in which you reach 71 years of age. You must notify us in writing at least 90 days prior to the Maturity Date. This notice must also give us your instructions to either:

- sell the Plan Assets and transfer all of the cash in the Plan, less any sale costs and other related fees and charges (the "Plan Proceeds"), to a person licensed under the laws of Canada or a province to carry on an annuities business in Canada to acquire a Retirement Income for you starting on the Maturity Date, or
- transfer the Plan Assets on or before the Maturity Date to a RRIF.

If you instruct us to purchase a Retirement Income for you, you must also specify the particular type of annuity that you would like to receive as your Retirement Income and the name of the authorized company from which we are to purchase same. Any annuity so selected must comply with section 146 of the Act, provided that it may have one or more of the features permitted by subsection 146(3), subparagraph 146(2)(b)(ii) and paragraph 146(2)(b.1) of the Act. Any Retirement Income so acquired may not be assigned in whole or in part and must be commuted if it would otherwise become payable to a person other than you or, after your death, your spouse or common-law partner. The total of periodic payments under an annuity made in a year after your death shall not exceed the total of payments made in a year before your death. It is solely your responsibility to select a Retirement Income that complies with the Tax Laws.

If we do not receive your notice and instructions at least 60 days prior to December 31 of the calendar year in which you reach 71 years of age:

- we will terminate the Plan;
- we will cause to be issued to you, and forward to you at your most recent address according to our records, one or more certificates representing all whole shares held in the Plan on its termination date; and
- pay the value of any fractional shares and other Plan Assets that are not whole shares, net of any required withholdings, to you at your most recent address according to our records; we may dispose of Plan Assets in such manner and for such consideration as we deem appropriate for the purpose of making any payments under this clause c).

9. **WITHDRAWALS:** Withdrawals from the Plan will be subject to the terms of the investments held in the Plan. We can liquidate or sell all or part of one or more of your investments prior to their maturity date in order to make such payments to you. You may, by written instructions or by other manner of communication acceptable to us, at any time before the commencement of a Retirement Income, request that we transfer to you all or part of the Plan Assets or sell all or part of the Plan Assets and pay you the proceeds from such sale. We may withhold any income taxes or other taxes and charges required on the withdrawal hereunder and pay you the balance, after deducting any applicable fees and expenses.

10. **TRANSFERS (ON RELATIONSHIP BREAKDOWN OR OTHERWISE):** Subject to any reasonable requirements we impose, you may direct us in writing to transfer Plan Assets (net of any costs of realizations), less any fees or charges payable hereunder and any taxes, interest or penalties that are or may become payable or have to be withheld under the Tax Laws, to:

- an RRSP or RRIF under which i) you are the annuitant; or ii) your spouse, former spouse, common-law partner or former common-law partner, from whom you are living separate and apart, is the annuitant and the transfer is made pursuant to a decree, order or judgment of a competent tribunal, or a written separation agreement, relating to a division of property in settlement of rights arising out of your marriage or common-law partnership, or upon the breakdown of such marriage or partnership; or
- a "registered pension plan" (as defined in the Act) for your benefit.

Such transfers will take effect in accordance with the Tax Laws and any other applicable law and within a reasonable time after any required forms have been completed. If only a portion of the Plan Assets is transferred under this paragraph, you may specify in writing which Plan Assets you wish us to transfer or sell; otherwise, we will transfer or sell the Plan Assets that we deem appropriate. No transfer will be made until all fees, charges and taxes have been paid.

11. **DESIGNATION OF BENEFICIARY:** Where effective under applicable provincial law, you may designate one or more beneficiaries to receive the Plan Assets or Plan Proceeds on your death other than by will. In this case, you may make, change or revoke a beneficiary designation by completing, dating and signing the form we provide and ensuring we receive it before make a transfer or payment under paragraph 12. If more than one properly completed designation in the prescribed form has been received by us, we will act on the designation with the latest signature date. You may also designate a beneficiary of the Plan Assets or Plan Proceeds by will.

12. **DEATH:** If you die before the Maturity Date, we will, upon receipt of satisfactory evidence of your death and all other documents we may require, transfer the Plan Assets, or sell them and pay out the Plan Proceeds, to the designated beneficiary(ies) under the Plan. If you had not validly designated a beneficiary or if such beneficiary(ies) dies before you, we will make such transfer or payment to your legal personal representative. Deductions will be made for all fees, costs, charges and taxes to be paid or withheld. We will be fully discharged once we make such transfers or payments. We will not be liable for any loss caused by any delay in making any such transfer or payment.

13. **PROOF OF AGE:** Your statement of your date of birth in your application will be deemed to be a certification of your age and your undertaking to provide any further evidence or proof of age that may be required for the purpose of determining the Maturity Date and acquiring a Retirement Income.

14. **DELEGATION BY YOU TO COMPANY:** By virtue of your application, you have appointed the Company as your agent. We acknowledge and accept your appointment of the Company as your agent and that the Company's delegated powers and duties are as follows:

- a) to forward to us your Contributions and any relevant supporting documentation;
- b) to determine and monitor your eligibility for membership in the Group RSP pursuant to any terms or conditions of the Group RSP and pursuant to any employment or human resource policy set by the Company;
- c) to provide us with investment instructions;
- d) to authorize the payment of any fees, expenses, taxes, interest and penalties imposed on the Plan from the Plan Assets, subject to section 18; and
- e) to notify us of changes of your address, and any other matters concerning the Plan in respect of which notice may be required;

15. **TRUSTEE RESPONSIBLE:** We will bear ultimate responsibility for the administration of the Plan in accordance with this declaration and the Tax Laws.

16. **FEES AND EXPENSES:** The Company will be charged by us for our respective fees and expenses and for reimbursement of any taxes, penalties and interest incurred in connection with the Plan. Notwithstanding the foregoing sentence, in the event that a) the Company fails to pay any such fees, expenses or reimbursements, or b) you or, if applicable, your spouse or common-law partner, cease to be employed by the Company, we are entitled, to receive and may charge against the Plan Assets all fees, expenses and reimbursements that we establish or incur from time to time, provided that we give you written notice of any future change in the amount of any applicable fees and subject to section 18. We are also entitled to reimbursement for all taxes, penalties and interest and for all other costs and out-of-pocket expenses incurred by us in connection with the Plan, subject to section 18. All amounts so payable will be charged against and deducted from the Plan Assets, unless you make other arrangements with us. If the cash in the Plan is not sufficient to pay these amounts, we may, in our sole discretion, sell any other Plan Assets in order to pay same and we will not be responsible for any loss occasioned by any such sale.

17. **TRUSTEE'S LIABILITY:** We are not responsible for determining whether any investment made on your or the Company's instructions is or remains a "prohibited investment" for your Plan, as that term is defined in the Act. We are not responsible for ensuring compliance of any investment under the Plan with applicable securities laws and the rules, regulations, policies, guidelines or pronouncements of the securities regulatory authorities, applicable exchanges and securities markets.

We are entitled to act upon any instrument, certificate, notice or other writing believed by us to be genuine and properly signed or presented. When all of the Plan Assets are paid out, or transferred pursuant to any paragraph of this declaration, we will be released and discharged from any further responsibility or obligation in connection with the Plan and the Plan Assets. We will not be responsible or liable for actions taken or not taken on the advice or information of any agent or advisor employed by us hereunder, or for actions taken or not taken by any such agent or advisor, including without limitation, any nominee, custodian, clearing house or depository.

Subject to the express provisions of the Act and to section 18 hereof, we will not be responsible or liable for or in respect of any taxes, penalties, interest, claims, demands, losses, expenses, fees, costs and liabilities, including, without limitation, legal fees and expenses, and any market loss or diminution in value (whether in connection with a sale or otherwise) of the Plan Assets (collectively, the "**Liabilities**") suffered or incurred by the Plan or the Plan Assets, you, the Company or any other person in connection with the Plan, as a result of the acquisition, holding or transfer of any investment, or as a result of payments out of the Plan, unless directly caused by our negligence, bad faith or willful misconduct. You specifically acknowledge that we will not be responsible for Liabilities caused by any action or inaction of the Company or you.

You, your heirs and your legal personal representatives shall at all times indemnify and save harmless us, our affiliates and each of our respective current and former directors, officers, employees, custodians, and agents from and against all Liabilities of any nature whatsoever that may at any time be incurred by any of us, or be brought against us by any person, regulatory authority or government authority, in respect of the Plan or the Plan Assets. If the Plan Assets are insufficient to cover any claim under this indemnity, or if the claim is made after the Plan has ceased to exist, you agree to personally pay the amount of the claim.

The provisions of this section 17 shall survive the termination of the Plan.

18. **LIABILITY OF TRUSTEE FOR TAXES, INTEREST AND PENALTIES:** We are not responsible for taxes, interest and penalties imposed on you or the Plan, except for taxes, interest and penalties, if any, imposed on us by the Act that are not reimbursable by the Plan under the Act.

19. **REPLACEMENT OF TRUSTEE:** We may at any time resign as trustee under the Plan by giving you and the Company 90 days notice, or such shorter period of notice as the Company may accept. We will notify the appropriate taxation authorities of any such resignation. The Company may at any time remove us as trustee under the Plan by giving us 90 days notice, or such shorter period as we may accept.

Upon giving or receiving any such notice of our removal or resignation, the Company will within the notice period appoint a successor trustee authorized under the Tax Laws and any other applicable law (the "**Successor Trustee**"). If a Successor Trustee is not found within such notice period, we or the Company may apply to a court of competent jurisdiction for the appointment of a Successor Trustee. Any costs incurred by us in securing the appointment of a Successor Trustee will constitute a charge against the assets of the Plan and will be reimbursed from the Plan Assets unless borne personally by the Company. Our resignation or removal will not be effective until a Successor Trustee is appointed.

Any trust company resulting from a merger, amalgamation or continuation to which we are party, or succeeding to substantially all of our RRSP trusteeship business of which this Group RSP forms a part (whether by sale of such business or otherwise), will become the Successor Trustee of the Plan without further act or formality.

20. **TERMINATION OF EMPLOYMENT OR MEMBERSHIP OR TERMINATION OF GROUP RSP:** If a) you or, where applicable, your spouse or common law partner, cease to be employed by the Company prior to your death or retirement; b) you or, where applicable, your spouse or common law partner cease to be a member of the Group RSP prior to your death; or c) the Company ceases to sponsor the Group RSP and there is no successor sponsor, we will, based on your written instructions:

- a) transfer the Plan Assets, in accordance with the Tax Laws, to another RRSP or a RRIF under which you are the annuitant;
- b) purchase a Retirement Income for you in accordance with paragraph 8 hereof; or
- c) pay out to you the Plan Assets (or if you direct that they be sold, the Plan Proceeds) in accordance with paragraph 9 hereof.

If you or, where applicable, your spouse or common law partner cease to be employed by the Company prior to your death or retirement and we have not received written instructions for purposes of this paragraph 20 within 90 days following such cessation of employment, the Plan will continue in accordance with the terms of this declaration; however, all of our fees, expenses and reimbursements relating to the Plan shall be charged against the Plan Assets in accordance with paragraph 16 and the Company will no longer be responsible for paying any such fees, expenses and reimbursements.

If you or, where applicable, your spouse or common law partner cease to be a member of the Group RSP prior to your death or the Company ceases to sponsor the Group RSP and there is no successor sponsor and we have not received your written instructions for purposes of this paragraph 20 within 90 days following the earliest date on which you were entitled to give us such instructions, subject to any rights we may have under law to dispose of the Plan Assets, the Plan Assets will be dealt with in accordance with clauses a) through c) of the last paragraph of paragraph 8.

21. **AMENDMENTS TO THIS DECLARATION OF TRUST:** We may from time to time amend this declaration with the approval, if required, of the applicable taxation authorities as long as the amendment will not disqualify the Plan as an RRSP under the Tax Laws. We will give you 30 days electronic or written notice of any amendment unless it is made for the purpose of satisfying a requirement imposed by the Tax Laws.

22. **NOTICE:** You or the Company as your agent may give us instructions by personal delivery, fax or postage prepaid mail (or by such other means as we may accept), properly sent to us or to any other address that we designate. We may give you any notice, statement, receipt or other communication by postage prepaid mail, sent to the address recorded in your application or to any subsequent address you provide us. Our notices to you will be deemed to have been given on the second business day after mailing.

23. **BINDING:** The terms and conditions of this declaration will be binding upon your heirs and legal personal representatives and upon our successors and assigns until amended or replaced.

24. **GOVERNING LAW:** This declaration will be construed, administered and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

25. **ACCESS TO FILE (APPLICABLE IN QUEBEC ONLY):** You understand that the information contained in your application will be maintained in your application in a file at the Company's and our place of business. The object of this file is to enable us and, and our respective agents or representatives, to access your application, answer any questions you may have regarding the application and your Plan, and manage your Plan and your instructions on an ongoing basis. Subject to applicable law, personal information contained in this file may be used by us to make any decision relevant to the object of the file and no one may have access to the file except us, our respective agents or representatives and the Company, any other person required for the execution of our duties and obligations, you and any other person that you expressly authorize in writing. You are entitled to consult your file and to have anything in it corrected. In order to exercise these rights, you must notify us in writing.