

**1. INFORMATION ON HOLDER**

Mr.  Ms.

Account No.

Last Name

Social Insurance No.

First Name

Initials

Date of Birth (MM DD YYYY)

Home Address (may not be a post office box)

Apt.

City

Province

Postal code

**2. REQUEST FOR REGISTRATION, ATTESTATIONS AND SIGNATURE**

By signing below, I acknowledge the following:

**A) REQUEST FOR REGISTRATION**

**Trustee (and issuer): NATCAN TRUST COMPANY, 800 Saint-Jacques Street, Montreal, Quebec H3C 1A3**

I apply for the National Bank Financial Inc. First Home Savings Account (the "account") and request that the trustee file an election with the Minister of National Revenue to register the qualifying arrangement as a first home savings account under section 146.6 of the *Income Tax Act* (Canada).

**B) ATTESTATIONS**

I confirm that:

- I am a Canadian resident between the ages of 18 and 71.
- I did not, at any prior time in the calendar year or in the preceding four calendar years, inhabit as a principal place of residence a qualifying home in Canada (or what would be a qualifying home if it were located in Canada) (for example, a single-family, semi-detached, row or mobile home, condominium, apartment in a duplex, triplex or fourplex, or apartment building) owned or co-owned by me or my current spouse or common-law partner.
- I have read, understood and agree to be bound by the provisions of this Application and the declaration of trust. I irrevocably authorize the trustee to delegate to National Bank Financial Inc. (the "agent") any or all of its duties under the account.

I also confirm and/or acknowledge that:

- I am responsible for not contributing to the account beyond the limits prescribed by the *Income Tax Act* (Canada) and am aware of the tax implications of excess contributions.
- I am also responsible for making investment decisions and determining whether an investment qualifies under the *Income Tax Act* (Canada) and am aware of the consequences of acquiring and holding investments that are not qualified investments.
- I am aware that securities are exposed to normal and sometimes pronounced fluctuations in price that may cause losses on some securities held by the account, and I freely assume the risks involved.
- The information provided in the Application is accurate and complete. I agree to notify the trustee or the agent promptly of any change to this information, no later than 30 days after the change.
- The Canada Revenue Agency will provide to the trustee information about me (i.e., taxpayer information) that is necessary to administer and enforce the account.
- (Quebec only) - I confirm having received the [French version](#) of this agreement. I also confirm it is my wish that this agreement and all related documents be drawn up in English. (Québec seulement) - Je confirme avoir reçu la [version française](#) de ce contrat. Je confirme également ma volonté que ce contrat et tous les documents s'y rattachant soient rédigés en anglais.

**C) SIGNATURE**

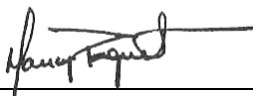
Date (MM DD YYYY)

**X**

Holder's Signature

**3. FOR AGENT USE ONLY**

This Application is accepted by National Bank Financial Inc. as agent for the trustee.

  
Authorized Officer

# DECLARATION OF TRUST

## NATIONAL BANK FINANCIAL INC. FIRST HOME SAVINGS ACCOUNT

1. **Definitions.** For the purposes hereof, the terms set out below have the following meanings:

- a) **account:** the **qualifying arrangement** within the meaning of section 146.6 of the Tax Act entered into between the trustee and the holder in accordance with the terms set out in the Application and herein and which, when registered, will be a first home savings account (“**FHSA**”) within the meaning of the Tax Act.
- b) **agent:** National Bank Financial Inc., being designated as agent of the trustee under section 16a) hereof.
- c) **Application:** the account application form completed and signed by the holder.
- d) **assets in the account:** all assets of any nature whatsoever which make up the account, including the contributions made to the account as well as the investment earnings generated or realized during the administration of the account by the trustee.
- e) **beneficiary:** an individual (including an estate) or a qualified donee that has a right to receive a distribution from the account after the death of the holder.
- f) **holder:** the qualifying individual (other than a trust) named on the Application and, on the individual's death, the individual's spouse, if the spouse is then alive and:
  - i) is designated as a successor holder of the account;
  - ii) is a qualifying individual; and
  - iii) the account balance has not been transferred to their registered retirement savings account (“**RRSP**”) or their registered retirement income fund (“**RRIF**”), or distributed to them as a beneficiary, by the end of the year following the year of death(the latter being also referred to as the “**successor holder**” herein).
- g) **qualifying individual:** an individual who, at a particular time
  - i) is a resident of Canada;
  - ii) is at least 18 years old of age; and
  - iii) did not, at any prior time in the calendar year or in the preceding four calendar years, inhabit as a principal place of residence a **qualifying home** within the meaning of subsection 146.6(1) of the Tax Act (in Canada or elsewhere) that was owned or co-owned by the individual or the individual's spouse at the particular time.
- h) **spouse:** a spouse or common-law partner within the meaning of the Tax Act.
- i) **survivor:** the individual who is, immediately before the qualifying individual's death, the spouse of the qualifying individual.
- j) **Tax Act:** the *Income Tax Act* (Canada) and, where appropriate, the regulations made under that Act.
- k) **trustee:** Natcan Trust Company, a trust company duly incorporated under the *Trust and Loan Companies Act* (Canada), also referred to as the issuer under the Tax Act.

2. **Purposes of the account.** All contributions made to the account as well as any investment earnings generated or realized by the account and used and invested pursuant to the terms and conditions provided herein shall be used for the purpose of making distributions to the holder.

The account shall constitute a trust for the purposes of the Tax Act only, and for no other purpose.

The trustee, by accepting the Application, agrees to administer the account in accordance with the Tax Act and as set forth herein. Subject to registration of the account under the Tax Act, this declaration of trust shall take effect on the date of acceptance of the Application by the trustee.

3. **Registration.** The trustee shall file an election to register the qualifying arrangement as a FHSA pursuant to the Tax Act. For this purpose, the trustee is entitled to rely on the information provided by the holder in the Application. If registration of the account is refused, the Application and this declaration of trust shall be cancelled, and the assets in the account shall be returned to the holder.

4. **Maximum participation period.** The maximum participation period for the account begins when the holder first enters into a qualifying arrangement and ends at the end of the year following the year in which the earliest of the following events occurs:

- a) the 14th anniversary of the date the holder first enters into a qualifying arrangement;
- b) the holder reaches the age of 70 years; and
- c) the holder first makes a qualifying withdrawal (as defined below) from a FHSA.

5. **When the account ceases to be a FHSA.** The account ceases to be a FHSA and must be closed at:

- a) subject to paragraph b), the earliest of the following times:
  - i) the end of the maximum participation period of the last holder;

- ii) the end of the year following the year of the death of the last holder;
- iii) the time at which the account ceases to be a qualifying arrangement;
- iv) the time at which the account is not administered in accordance with the conditions in subsection 146.6(2) of the Tax Act.

b) a later time specified by the Minister in writing.

6. **Contributions.** The holder may make contributions to the account until the account is closed. However, contributions made after a qualifying withdrawal (as defined below) are not tax-deductible and do not give rise to qualifying withdrawals.

The holder is solely responsible for ensuring that such contributions are within the limits prescribed by the Tax Act. The Trustee makes no verification in this regard.

7. **Investments.** Assets in the account shall be invested in investments available under the account, in accordance with instructions given by the holder in a form satisfactory to the trustee. The holder is responsible for ensuring that investments made in or transferred to the account are and remain qualified investments within the meaning of the Tax Act. The trustee shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that a trust governed by the account holds a non-qualified investment.

Notwithstanding anything to the contrary herein, the trustee may, in its sole discretion, refuse to accept any transferred asset or make any investment, including if it is of the opinion that the investment does not comply with its standards and policies. The trustee may also require the holder to provide supporting documentation prior to making certain investments.

As applicable, the trustee may reinvest all distributions of net investment income in investments of the same type unless otherwise instructed by the holder. The trustee may also authorize additional investments even if, in doing so, it is considered to have delegated its investment powers.

As applicable, voting rights attached to units, shares or any other securities held in the account may be exercised by the holder. For this purpose, the holder is hereby appointed the trustee's agent and attorney to execute and deliver proxies and other instruments in accordance with applicable laws.

8. **Conditions and restrictions.**

- a) The account shall be maintained for the exclusive benefit of the holder.
- b) While there is a holder of the account, no one other than the holder and the trustee shall have any rights relating to the amount and timing of distributions and the investing of funds in the account.
- c) No one other than the holder may make contributions to the account.
- d) The trust shall not be permitted to borrow money or other property for the purposes of the account.
- e) The holder agrees not to cause the account to be used for the carrying on of a business within the meaning of the *Income Tax Act* (Canada). The holder recognizes that frequent or large volume trading of securities (operations sometimes referred to as “day trading”), in particular, may constitute the carrying on of a business. Once it is established that the account is or possibly has been used to carry on a business, the holder agrees to hold sufficient assets in the account to pay any income taxes, penalties and interest. The holder agrees that the trustee may then, at its discretion and subject to its other rights and remedies, freeze the account until a clearance certificate is obtained from the tax authorities.
- f) The arrangement meets prescribed conditions.

9. **Distributions.** Subject to such requirements as the trustee may reasonably impose, the holder may withdraw assets from the account. Any withdrawal will be subject to withholding tax unless the withdrawal is a **qualifying withdrawal** within the meaning of the Tax Act.

A withdrawal is a qualifying withdrawal if the holder:

- a) is a resident of Canada on the date of the withdrawal and continues to be a resident of Canada until the earlier of the holder's death and the time at which the holder acquires the qualifying home;
- b) does not have an owner-occupied home within the meaning of paragraph 146.01(2)(a.1) of the Tax Act in the period that begins at the beginning of the fourth preceding calendar year that ended before the withdrawal and that ends on the 31st day before the withdrawal;
- c) entered into an agreement in writing before the date of the withdrawal for the acquisition or construction of the qualifying home before October 1 of the calendar year following the year of the withdrawal;
- d) has made a written request for payment in prescribed form stating the location of the qualifying home that they use as a principal place of residence or intend to use for that purpose not later than one year after its acquisition or construction; and
- e) did not acquire the qualifying home more than 30 days before the date of the withdrawal.

The holder may make one or more qualifying withdrawals of all or part of the assets in the account. Such withdrawals are limited to a single qualifying home for life and must be made no later than the 15th year after the first qualifying arrangement was entered into by the holder.

The holder may also withdraw assets in the account for the purpose of reducing the amount of tax otherwise payable by them under section 207.021 of the Tax Act. The trustee shall then dispose of all or a portion of the assets in the account and pay the holder an amount equal to the proceeds of disposition of such assets (net of any applicable disposition costs), less any payable charges and taxes (including interest and penalties) except as prohibited under the Tax Act.

**10. Transfers to other accounts or plans.** Subject to the conditions set out in the Tax Act and such requirements as the trustee may reasonably impose, the holder may ask the trustee to transfer to another FHSA of which they are the holder:

- a) all or a portion of the assets in the account; or
- b) an amount equal to the proceeds of disposition of all or a portion of the assets in the account (net of any applicable disposition costs), less any payable charges and taxes (including interest and penalties) except as prohibited under the Tax Act.

A transfer may also be made to an RRSP or RRIF of which the holder is the annuitant, but only up to the amount calculated according to the formula in paragraph 146.6(7)(c) of the Tax Act.

In addition, and subject to the conditions and limitations set out in the Tax Act, a transfer may be made to a FHSA of which the holder's spouse or former spouse is the holder or to an RRSP or RRIF of which that spouse or former spouse is the annuitant, in settlement of rights arising out of, or on a breakdown of, their marriage or common-law partnership.

**11. Transfers from an RRSP.** The holder may transfer assets from an RRSP of which they are the holder to the account subject to the conditions prescribed by the Tax Act and such requirements as the trustee may reasonably impose.

**12. Withdrawal or transfer.** If only part of the assets in the account are withdrawn or transferred, the holder may specify in their request which assets they wish to dispose of or transfer. Otherwise, the trustee disposes of the assets or transfers them in its sole discretion. The trustee is not required to cash in or transfer an investment prior to maturity.

**13. Designation of successor holder and/or beneficiary (only in provinces and territories where permitted by law).** If permitted by the applicable laws, the holder may designate their spouse as the successor holder of the account after their death in accordance with the Tax Act.

If permitted by applicable laws, the holder may also designate one or more beneficiaries to receive the proceeds of the account.

A designation may only be made, changed or revoked in compliance with the applicable laws by way of a written document or instrument, dated and signed by the holder, the form and content of which shall be acceptable to the trustee, and shall specifically identify the account.

Any designation or any change or revocation of a designation, validly made, shall take effect on the date it is received by the trustee. If more than one designation is received, the trustee shall consider only the designation duly signed by the holder with the most recent date.

In some provinces and territories, a designation may not be automatically revoked or changed by a marriage, new union, divorce or relationship breakdown and a new designation may be required. It is the holder's sole responsibility to get appropriate information regarding this and to make any necessary changes, as needed.

The trustee makes no representations and is not liable, including in the event of the invalidity or unenforceability, in whole or in part, of any designation or any change or revocation thereof by the holder.

**14. Death of holder.** Subject to the following and applicable laws, the trustee shall dispose of the assets in the account upon receipt of satisfactory evidence of the death of the holder. After deducting applicable taxes, costs of disposition, fees and other amounts payable, the trustee shall pay the net proceeds of disposition to the beneficiaries in a lump sum.

Notwithstanding the foregoing, the trustee may instead, in the cases and on the terms set out in the Tax Act, transfer the assets to a person or persons entitled to them, such as a successor holder.

No transfer of assets or payment shall be made until the trustee has received such releases and other documents it may reasonably require.

**15. Separate account and statements.** The trustee shall maintain a separate account for the account and shall deliver to the holder annually or more frequently a statement containing such information as the trustee considers relevant.

The trustee shall deliver such information returns, notices and other documents as are required by the Tax Act to the holder and, if applicable, to the appropriate authorities.

**16. Provisions relating to the trustee.**

a) **Delegation of powers.** The trustee may delegate any of its powers or duties to agents. In such event, the agents may receive all or part of the fees to which the trustee is entitled hereunder. Notwithstanding any such

delegation, the ultimate responsibility for the administration of the account remains with the trustee.

b) **Resignation of trustee.** The trustee may resign upon not less than 30 days' prior notice to the holder in the manner set forth in subsection 17f) provided a successor issuer has agreed to act in its stead. Such issuer must be a corporation resident in Canada and duly authorized by the applicable laws to act in such capacity.

c) **Fees and expenses.** The trustee is entitled to receive such fees and other charges as it may prescribe from time to time, which may be charged directly to and deducted from the assets in the account. These fees and charges may be charged upon the termination of the account, the transfer or withdrawal of assets from the account or in any other situation as the trustee may reasonably determine. Such fees and expenses shall be disclosed to the holder in accordance with the applicable laws.

Similarly, the trustee is entitled to be reimbursed for all fees, costs and expenses incurred by it or its agents in connection with the administration of the account or the filing of any document required under the Tax Act. The holder shall reimburse the trustee for any overdraft resulting from the payment of such fees, costs and expenses within 30 days of the date the holder is notified thereof. Should the holder fail to make such timely repayment, the trustee may, but shall not be obligated to, dispose of the assets in the account without further notice to the holder and on such terms as the trustee shall determine and apply the proceeds of such disposition to the payment of the amounts owing.

The reimbursement of any taxes, interest or penalties payable in respect of the account may also, but only to the extent not prohibited by the Tax Act, be applied directly to, and deducted from, the assets in the account. The trustee may, but shall not be obligated to, dispose of the assets in the account without further action and on such terms as it may determine and apply the proceeds of disposition to the payment of such taxes, interest or penalties.

The holder shall be accountable to the trustee for any fees, expenses and other amounts due in excess of the assets in the account.

d) **Liability and compensation.** At all times, the holder or their personal representatives or beneficiaries shall indemnify and hold harmless the trustee and the agent from and against all taxes, interest, penalties, assessments, fees (including legal and attorney fees), costs, expenses, claims and demands incurred, charged or made in connection with the account, to the extent not prohibited by the Tax Act.

The indemnity must be paid within 30 days of the claim made by the trustee or agent and may be paid out of the assets in the account.

Except as otherwise provided by applicable laws and herein, and without limiting the scope of other agreements and conditions with the holder, the trustee and the agent shall not be liable for any loss or damage suffered by the account, the holder, any beneficiary or any other person, resulting from, but not limited to:

- i) any loss in value of the assets in the account
- ii) any acquisition, holding, or disposition of an investment
- iii) any payment made from the account, liquidation or closure of the account, withdrawal, transfer or distribution of assets in the account (including any tax consequences of such transactions)
- iv) any excess contributions to the account
- v) any use of the account for any prohibited purpose, including the carrying on of a business within the meaning of the Tax Act, or any action taken by the trustee or agent in the event of such use
- vi) any performance or non-performance of instructions given to the trustee or the agent,

unless the loss or damage is caused by bad faith, willful misconduct, gross negligence or, in Québec, the gross or intentional fault of the trustee or the agent.

Notwithstanding the foregoing, in no event shall the trustee or the agent be liable for any special, indirect, punitive, incidental or consequential loss or damages whatsoever.

e) **Instructions.** The trustee is entitled to rely on any instructions it receives from or believes in good faith to be given by the holder or any other person designated by the holder, whether such instructions are given in person, by mail, by facsimile or by any other electronic means.

**17. Miscellaneous provisions.**

a) **Modifications.** The trustee may from time to time, in its sole discretion, vary the terms of the account (i) to comply with any requirement of applicable law, or (ii) by giving 30 days' prior written notice to the holder. However, such a change must not disqualify the account as a FHSA within the meaning of the Tax Act.

b) **Evidence.** The trustee reserves the right to require the holder or any person claiming to be a beneficiary to furnish, on a timely basis and at their expense, satisfactory evidence of their age or of any fact relevant to their interest or right in or to the account.

c) **Enforceability.** The terms hereof shall be binding upon the heirs, personal representatives and assigns of the holder and the successors and assigns of the trustee. Notwithstanding the foregoing, if the account or the assets in the account are transferred to a successor issuer, the terms of such issuer's declaration of trust or agreement will govern the account thereafter.

- d) **Declaration of non-residency.** The holder undertakes to notify the trustee immediately if the holder is or becomes a non-resident of Canada.
- e) **Interpretation.** For the purposes hereof, wherever the context requires, words importing the masculine gender shall include the feminine and neuter genders and words importing the singular shall include the plural and vice versa.
- f) **Notices.** Any notice to the trustee hereunder shall be validly given if delivered or mailed to the address of the agent appearing on the Application or to such other address as the trustee may from time to time specify in writing. The notice shall become effective only on the day it is delivered to or received by the trustee. Any instruction, notice or information given in writing to the trustee will be considered valid only if it is in form satisfactory to the trustee.

Any notice, statement or receipt directed to the holder or any person entitled to receive notice under the account may be delivered electronically or by mail to the address as it appears on the registers of the trustee. The notice, statement or receipt is then deemed to have been given on the day of the electronic transmission or on the fifth day following the mailing. The holder expressly authorizes the trustee or the agent to notify them of any modification to this declaration of trust by a prior written notice, including a note on or included with their statement of account, and by posting the modified agreement on the trustee's or agent's website.

- g) **Applicable laws.** The account shall be governed by, and construed in accordance with, the laws applicable in the province or territory of residence of the holder indicated on the Application or otherwise provided by the holder, including the Tax Act.

In Québec, the account does not constitute a trust within the meaning of the *Civil Code of Québec*. In view of the special nature of this account, the rules of Title VII of Book IV of the *Civil Code of Québec* relating to the administration of the property of others do not apply to the trustee.