

BMO
DISABILITY SAVINGS PLAN (ADVISOR)
TRUST AGREEMENT

BMO Trust Company (the “Trustee”) will act as trustee of an arrangement for a BMO Disability Savings Plan (Advisor), under which contributions are to be made in trust to the Trustee to be invested, used or applied for the purpose of making payments to the Beneficiary, and where the Beneficiary is eligible for the disability tax credit in the taxation year the arrangement is entered into. In entering into the arrangement, the Trustee agrees to pay or cause to be paid Disability Assistance Payments to a Beneficiary.

The arrangement will be governed by the terms and conditions of this Trust Agreement, the attached application and Applicable Legislation. Under the ITA, an Accountholder is known as a “holder” and the Trustee is known as the “issuer”. New Accountholders are named in the attached application.

The Trustee may delegate the performance of any of the Trustee’s administrative tasks, duties and responsibilities in respect of the Plan and the Plan Trust to BMO Investments Inc., which may further delegate the performance of any of these administrative tasks, duties and responsibilities directly or indirectly to one or more other parties (together with BMO Investments Inc., the “Agent”). The Trustee shall, however, remain ultimately responsible for the decisions made in regard to the administration of the Plan and the Plan Trust, and shall ensure that the Plan and the Plan Trust are administered in compliance with the requirements of the Applicable Legislation.

The parties, being the Trustee and the Accountholder(s), agree as follows:

1. DEFINED TERMS

For the purposes of this arrangement the ensuing terms will have the following meanings:

“**Accountholder**” means one or more of the following:

- a) an entity that has entered into the Plan with the Trustee;
- b) an entity who receives rights as a successor or assignee of an entity who entered into the Plan with the Trustee; and
- c) the Beneficiary, if the Beneficiary has rights under the Plan to make decisions concerning the Plan, unless the Beneficiary’s only right is to request that Disability Assistance Payments be made as detailed in section 10(b).

“**Applicable Legislation**” means the *Income Tax Act* (the “ITA”), the *Canada Disability Savings Act* (the “CDSA”) and their Regulations that govern this Plan, the property in this Plan, and the parties involved in this arrangement.

“**Assistance Holdback Amount**” has the meaning assigned under the Canada Disability Savings Regulations.

“**Beneficiary**” means the individual designated in the application by the Accountholder(s) to whom, Lifetime Disability Assistance Payments and Disability Assistance Payments shall be paid.

“**Designated Provincial Program**” means a program that is established under the laws of a province and that supports savings in Registered Disability Savings Plans.

“**Disability Assistance Payment**” means any payment from the Plan to the Beneficiary or to the Beneficiary’s estate. For greater certainty, a Disability Assistance Payment may be, but need not be, a Lifetime Disability Assistance Payment.

“**Disability Savings Plan**” of a Beneficiary means an arrangement between the Trustee and one or more of the following:

- a) the Beneficiary,
- b) an entity that, at the time the arrangement is entered into, is a Qualifying Person as described under the definition of “Qualifying Person” in relation to the Beneficiary,
- c) a Qualifying Family Member in relation to the Beneficiary, who was the holder of the Beneficiary’s previous Registered Disability Savings Plan – if the Plan is opened as a result of a transfer from the previous Registered Disability Savings Plan, and
- d) a legal parent of the Beneficiary who is not a Qualifying Person in relation to the Beneficiary at the time the arrangement is entered into but is an account holder of another Registered Disability Savings Plan of the Beneficiary, under which one or more contributions are to be made in trust to the Trustee to be invested, used, or applied by the Trustee for the purpose of making payments to the Beneficiary and where the arrangement is entered into in a taxation year in respect of which the Beneficiary is eligible for the disability tax credit.

“**DTC-Election**” means an election made by the Accountholder to keep the Plan open when the Beneficiary is not a DTC-Eligible Individual. A DTC-Election is valid until the earlier of the beginning of the first calendar year that the Beneficiary again becomes a DTC-Eligible Individual and the end of the fifth calendar year of continuous DTC-ineligibility.

“**DTC Eligible Individual**” means an individual who would be eligible for the disability tax credit (“DTC”) if subsection 118.3(1) of the ITA were read without reference to paragraph 118.3(1)(c) of the ITA.

“**Eligible Individual**” means a child or grandchild of a deceased annuitant under a registered retirement savings plan or a registered retirement income fund, or of a deceased member of a pooled registered pension plan, a registered pension plan or a specified pension plan, who was financially

dependent on the deceased for support, at the time of the deceased’s death, by reason of mental or physical infirmity.

“**Eligible Proceeds**” means an amount (other than an amount that was deducted under paragraph 60(l) in computing the Eligible Individual’s income) received by an Eligible Individual as a consequence of the death after March 3, 2010 of a parent or grandparent of the Eligible Individual that is

- a) a refund of premiums (as defined in subsection 146(1));
- b) an eligible amount under subsection 146.3(6.11); or
- c) a payment (other than a payment that is part of a series of periodic payments or that relates to an actuarial surplus) out of or under a pooled registered pension plan, a registered pension plan or a specified pension plan.

“**Fund**” means the aggregate of the assets held in the Plan.

“**Government Funded Benefits**” means the Canada Disability Savings Grant and/or the Canada Disability Savings Bond.

“**Legislated Maximum Formula Result**” means the result of the formula described in paragraph 146.4(4)(l) of the ITA.

“**Lifetime Disability Assistance Payments**” means Disability Assistance Payments that, after they begin to be paid, are payable at least annually until the earlier of the day on which the Beneficiary dies and the day on which the Plan is terminated.

“**Plan**” means this arrangement established hereunder and known as the BMO Disability Savings Plan (Advisor).

“**Plan Trust**” means the trust governed by the Plan.

“**Qualifying Family Member**” means the Beneficiary’s legal parent or the Beneficiary’s spouse or common-law partner as long as the Beneficiary is not living separate and apart from their spouse or common-law partner because of a marriage or common-law partnership breakdown.

“**Qualifying Person**” means:

If the Beneficiary has not reached the age of majority at or before the time the arrangement is entered into:

- 1) a legal parent of the Beneficiary;
- 2) a guardian, tutor, curator or other individual who is legally authorized to act on behalf of the Beneficiary; or
- 3) a public department, agency, or institution that is legally authorized to act on behalf of the Beneficiary.

If the Beneficiary has reached the age of majority at or before the time the arrangement is entered into but is not contractually competent to enter into the arrangement, Qualifying Person will mean an entity as described in paragraphs 2 or 3 of this definition.

Other than for the purpose of acquiring successor or assignee rights as described in section 4, an individual who is a Qualifying Family Member in relation to the Beneficiary is a Qualifying Person if the following conditions are met:

- a) The Qualifying Family Member opens the Plan for the Beneficiary before January 1, 2024;
- b) At the time the Plan is opened, the Beneficiary is not the Beneficiary of another RDSP;
- c) The Beneficiary attained the age of majority before the Plan was entered into;
- d) No entity that is legally authorized to act on behalf of the Beneficiary exists; and
- e) After reasonable inquiry, the Trustee determines that the Beneficiary is not contractually competent to enter into this Plan with the Trustee.

“**Registered Disability Savings Plan**” means a Disability Savings Plan that satisfies the conditions of section 146.4 of the ITA.

“**Specified Maximum Amount**” means the greater of the legislated maximum formula result and the sum of:

- 10% of the Plan’s fair market value; and
- all periodic payments from locked-in annuity contracts.

The fair market value does not include amounts held in locked-in annuity contracts. Also, if the plan disposes of a locked-in annuity contract during the calendar year, the periodic payment amount will contain a reasonable estimate of amounts that would have been paid from the annuity into the plan in that year.

“**Specified Minister**” means the Minister as designated in the CDSA.

“**Specified RDSP Payment**” means a payment that is made to the Plan after June 2011 that is designated, in prescribed form, by the Accountholder and the Beneficiary as a Specified RDSP Payment at the time the payment is made.

The payment is an amount that originated from the registered retirement savings plan, registered retirement income fund, specified pension plan, pooled registered pension plan or registered pension plan of the Beneficiary’s deceased parent(s) or grandparent(s). The amount was paid as a refund of premiums, an eligible amount, or a payment (with exception to a payment that is part of a series of periodic payments or payments that relate to an actuarial

surplus) because of the parent(s) or grandparent(s) death and the Beneficiary was financially dependent on the parent or grandparent because of a mental or physical infirmity at the time of their death.

"Specified Year" means the particular calendar year in which a medical doctor or a nurse practitioner, who is licensed to practise under the laws of a province (or of the place where the Beneficiary resides), certifies in writing that, in his or her professional opinion, the Beneficiary is not likely to live more than five years. The Specified Year includes each of the following five calendar years after the particular year and will not include any calendar year that is prior to the calendar year in which the certification is provided to the Trustee.

2. PURPOSE OF THE PLAN

The Plan will be operated exclusively for the benefit of the Beneficiary under the Plan. The Beneficiary's designation is irrevocable and no right of the Beneficiary to receive payments from the Plan is capable of surrender or assignment.

3. REGISTRATION

The following conditions must be satisfied in order for the Plan to be considered registered:

- a) before the Plan is entered into, the Trustee must receive written notification from the Minister of National Revenue that provides approval of the specimen plan under which the arrangement is based;
- b) at or before the time the Plan is entered into, the Trustee must be provided with the name and the social insurance numbers of the Beneficiary and every entity who enters into the Plan with the Trustee (in the case of an entity that is a business, their business number);
- c) at the time the Plan is entered into, the Beneficiary must be resident in Canada unless the Beneficiary is currently a Beneficiary under another Registered Disability Savings Plan; and
- d) the Beneficiary must be a DTC Eligible Individual in respect of the taxation year in which the Plan is opened for him/her.

The Plan will not be considered registered unless the Trustee notifies the Specified Minister of the Plan's existence without delay. The notification must be in prescribed form containing prescribed information.

The Plan will not be considered registered if the Beneficiary of the Plan is also the Beneficiary of another Registered Disability Savings Plan that has not been terminated without delay.

The Beneficiary and/or Accountholder maintain the sole responsibility of determining eligibility for the Disability Tax Credit (DTC).

In the event that the Trustee/Agent receives notice that the Beneficiary is not/no longer DTC eligible, the Trustee will make reasonable efforts to contact the Accountholder/Beneficiary.

4. CHANGES IN ACCOUNTHOLDER

An entity may only become a successor or assignee of an Accountholder if the entity is:

- a) the Beneficiary;
- b) the Beneficiary's estate;
- c) an Accountholder of the Plan at the time rights are acquired;
- d) a Qualifying Person in relation to the Beneficiary at the time rights under the Plan are acquired; or
- e) a legal parent of the Beneficiary who was previously an Accountholder of the Plan.

An entity may not exercise their rights as a successor or assignee of an Accountholder until the Trustee is advised that the entity has become an Accountholder of the Plan. Before an entity may exercise its rights as a successor or assignee of an Accountholder, the Trustee must be in receipt of the entity's social insurance number or business number, as the case may be.

If an Accountholder (other than a Qualifying Family Member) ceases to be a Qualifying Person, he or she will also cease to be an Accountholder of the Plan. There must be at least one Accountholder of the Plan at all times and the Beneficiary or the Beneficiary's estate may automatically acquire rights as successor or assignee of an Accountholder in order to comply with this requirement.

A Qualifying Family Member (who is a Qualifying Person solely because of conditions a) to e) under the Qualifying Person definition) will cease to be the Accountholder of the Plan if the Beneficiary notifies the Trustee that they wish to become the Accountholder and either the Trustee, after reasonable enquiry determines the Beneficiary to be contractually competent, or a competent tribunal or other provincial authority has declared the Beneficiary to be contractually competent.

A Qualifying Family Member (who is a Qualifying Person solely because of conditions a) to e) under the Qualifying Person definition) will cease to be the Accountholder of the Plan if an entity described in point 2 or 3 of the Qualifying Person definition is given legal authority to act on behalf of the Beneficiary. The entity will promptly notify the Trustee of their appointment, at which time the entity will replace the Qualifying Family Member as the Accountholder.

If there is a dispute over a Qualifying Family Member's status as Accountholder, the Qualifying Family Member (who is a Qualifying Person solely because of conditions a) to e) under the Qualifying Person definition) must attempt to avoid a reduction in the fair market value of the Plan Trust's property. The Qualifying Family Member must apply this requirement until the dispute is settled or a new entity is named as the Accountholder.

5. WHO MAY BECOME A BENEFICIARY OF THE PLAN

An individual may only be designated as a Beneficiary of the Plan if the individual is resident in Canada when the designation is made, unless he or she was already a Beneficiary under another Registered Disability Savings Plan. The individual must also be a DTC Eligible Individual in respect of the taxation year in which the Plan is opened for then before designation as a Beneficiary of the Plan can take place.

An individual is not considered a Beneficiary of the Plan until the Accountholder designates the Beneficiary on the application by providing the Beneficiary's full name, address, social insurance number, gender, and date of birth.

6. CONTRIBUTIONS

Only the Accountholder may make contributions to the Plan unless the Accountholder has given written consent to allow another entity to make contributions into the Plan.

Contributions may not be made into the Plan if the Beneficiary is not a DTC Eligible Individual in respect of the taxation year in which the contribution is made. Where the Beneficiary is not a DTC Eligible Individual, a Specified RDSP Payment can be made into the Plan if there is a valid DTC-Election in respect of the Beneficiary.

A contribution may not be made into the Plan if:

- a) the Beneficiary is not resident in Canada at that time;
- b) the Beneficiary turns 59 years of age before the calendar year that includes that time; or
- c) the total of the contribution and all other contributions made (other than as a transfer in accordance with section 11) at or before that time to the Plan or to any other Registered Disability Savings Plan of the Beneficiary would exceed \$200,000.

Contributions may not be made into the Plan if the Beneficiary died before that time.

A contribution does not include Government Funded Benefits, amounts from Designated Provincial Programs or from programs similar to Designated Provincial Programs that are funded, directly or indirectly, by a province (other than an amount paid by an entity described in paragraph 3 of the definition of Qualifying Person, or an amount transferred to the Plan in accordance with section 11).

Other than for the purposes of this section and for the purposes of section 10, a Specified RDSP Payment and an accumulated income payment from a registered education savings plan are not considered contributions to the Plan. These payments are not considered advantages in relation to the Plan (they are not considered a benefit or a loan that is conditional in any way on the existence of the Plan).

Any dishonoured cheques or other amounts that cannot be processed will not be considered to be a contribution to the Plan.

7. INVESTMENTS

The property of the Plan Trust shall be invested and reinvested by the Trustee exclusively on the instructions of the Accountholder (or of a person authorized by the Accountholder, in a form and manner satisfactory to the Trustee or the Agent, to manage the investments of the Plan). The property may be invested in investments which require delegation, such as mutual funds, pooled funds and segregated funds. The property may be invested in investments which are issued by the Trustee, the Agent or any of their affiliates.

BMO Investments Inc. will be the mutual fund dealer for the Accountholder in connection with the Plan. In its capacity as the mutual fund dealer for the Accountholder in connection with the Plan, BMO Investments Inc. will be governed by the laws, rules and regulations applicable to mutual fund dealers.

Neither the Trustee nor the Agent shall have any duty or responsibility, fiduciary or otherwise (including, for greater certainty, under any legislation regarding trustee investment duties and powers) to make or choose any investment, to decide whether to hold or dispose of any investment or to exercise any discretion with regard to any investment of the property of the Plan Trust, except as otherwise expressly provided in this Trust Agreement. Other than its duties with respect to the Plan or its property as expressly stated in this Trust Agreement, the Trustee shall not be required or expected to take any action with regard to an investment without prior instructions from the Accountholder.

Neither the Trustee nor the Agent shall be responsible for determining whether any investment made on instructions is or remains a qualified investment for a registered disability savings plan under the ITA however, the Trustee shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that a trust governed by the Registered Disability Savings Plan holds a non-qualified investment.

8. RECORDKEEPING FOR THE ACCOUNT

The Trustee will record all contributions and transfers made to the Plan Trust, all investment transactions and investment earnings, gains and losses and all distributions and transfers made from the Plan Trust. The Agent will prepare periodic statements of account of the Plan Trust in accordance with the rules, regulations and practices applicable to mutual fund dealers.

9. PAYMENTS FROM THE PLAN

No payments will be made from the Plan other than:

- a) the payment of Disability Assistance Payments to a Beneficiary of the Plan;

- b) the transfer of an amount to another trust that irrevocably holds property under a Registered Disability Savings Plan of the Beneficiary, as detailed in section 11; and
- c) repayments of amounts under the CDSA and its Regulations or a Designated Provincial Program.

A Disability Assistance Payment may not be made from the Plan if the fair market value of the property held by the Plan Trust, immediately after the payment is made, would be less than the Assistance Holdback Amount in relation to the Plan.

Where there is insufficient cash in the Plan Trust at any time, the Trustee or the Agent shall make reasonable requests for instructions from the Accountholder regarding which investments of the Plan Trust to liquidate in order to realize sufficient cash to make the payment. If, after making reasonable requests from the Accountholder at the last address provided by the Accountholder, the Trustee or the Agent do not receive instructions satisfactory to it from the Accountholder within a reasonable time, the Trustee may, in its discretion, liquidate part or all of the property of the Plan Trust in order to realize sufficient cash to make the payment. Any such liquidation shall be made at such prices as the Trustee may in its discretion determine to be the fair market value of the property at the time.

Lifetime Disability Assistance Payments will begin no later than the end of the calendar year in which the Beneficiary turns 60 years of age. In such a case where the Plan is established after the Beneficiary turns 60 years of age, Lifetime Disability Assistance Payments will begin in the calendar year immediately following the calendar year in which the Plan is established.

If the Beneficiary reached 59 years of age before the current year, the total amount of all payments that are made from the Plan in the year must be at least equal to the **Legislated Maximum Formula Result**. If the property of this Plan Trust is insufficient to make available the required amount, a lesser amount may be paid.

Lifetime Disability Assistance Payments for a calendar year are limited to the amount determined by the **Legislated Maximum Formula Result**.

10. DISABILITY ASSISTANCE PAYMENTS

If the total amount of all Government Funded Benefits paid into this and any other Registered Disability Savings Plan of the Beneficiary before the beginning of the calendar year exceeds the total amount of contributions paid into this and any other Registered Disability Savings Plan of the Beneficiary before the beginning of the calendar year, then the following conditions must be adhered to:

- a) If the calendar year is not a Specified Year for the Plan, the total amount of Disability Assistance Payments made in the year from the Plan will not exceed the Specified Maximum Amount. When calculating the total amount, a transfer as detailed in section 11 is to be disregarded if payments are made in lieu of those that should have been made under the prior Registered Disability Savings Plan of the Beneficiary as described in paragraph 146.4(8)(d) of the ITA. A transfer as detailed in section 11 is to be disregarded if the transfer is made in lieu of a payment that would have been permitted to be made from the other Registered Disability Savings Plan in the calendar year if the transfer had not occurred.
- b) If the Beneficiary has reached 27 years of age but not 59 years of age before the particular calendar year, the Beneficiary may direct that one or more Disability Assistance Payments be made from the Plan in the year provided that the total of all Disability Assistance Payments made from the plan in the year do not exceed the amount imposed by the constraints of paragraph a. of this section. These payments may not be made from the Plan if the fair market value of the property held by the Plan Trust, immediately after the payment is made, would be less than the Assistance Holdback Amount in relation to the Plan.

11. TRANSFERS

At the direction of the Accountholder(s) of the Plan, the Trustee may transfer (out) all property held by the Plan Trust directly into another Registered Disability Savings Plan of the Beneficiary. The Trustee will provide the issuer of the new Registered Disability Savings Plan with all information in their possession (that was not previously provided to the Specified Minister) that is necessary for the new issuer to comply with the requirements of the Applicable Legislation. The Trustee will terminate the Plan immediately following the transfer into the new Registered Disability Savings Plan.

In addition to any other Disability Assistance Payments that are required to be paid to the Beneficiary in the year, if the Beneficiary is transferring an amount from another Registered Disability Savings Plan and the Beneficiary attained the age of 59 years before the calendar year in which the transfer occurs, the Plan will make one or more Disability Assistance Payments to the Beneficiary whose total will be equal to the amount by which:

- a) the total amount of Disability Assistance Payments that would have been made from the prior Registered Disability Savings Plan in the year if the transfer had not occurred exceeds;
- b) the total amount of Disability Assistance Payments made from the prior Registered Disability Savings Plan in the year.

Transfers of cash and other property acceptable to the Trustee may be made to the Plan by the Accountholder. Acceptable transfers include, transfers from other Registered Disability Savings Plans, transfers of amounts received as a beneficiary of an RESP, RSP, an RPP or a RIF. The assets of the Plan (in the aggregate, the "Fund") shall consist of such contributions and transfers, together with any income or gains earned or realized, and shall be held, invested and applied in accordance with this Trust Agreement.

12. TERMINATION OF THE PLAN

After taking into consideration the Assistance Holdback Amount and any repayments of amounts under the CDSA and its Regulations or a Designated Provincial Program, any remaining amount in the Plan will be paid to the Beneficiary or to his or her estate. This amount will be paid by the end of the calendar year following the earlier of:

- a) the calendar year in which the Beneficiary dies; and
- b) if the Plan remains open because of a DTC Election, the first calendar year under which the DTC Election ceases to be valid, and in any other case, the first calendar year throughout which the Beneficiary has no severe and prolonged impairment as described in paragraph 118.3(1)(a.1) of the ITA.

The Plan must be terminated by the end of the calendar year following the earlier of:

- (i) the calendar year in which the Beneficiary dies; and
- (ii) if the Plan remains open because of a DTC Election, the first calendar year under which the DTC Election ceases to be valid, and in any other case, the first calendar year throughout which the Beneficiary has no severe and prolonged impairment as described in paragraph 118.3(1)(a.1) of the ITA.

13. NON-COMPLIANCE OF THE PLAN

If either the Trustee, the Accountholder, or the Beneficiary of the Plan fails to comply with the requirements in respect of Registered Disability Savings Plans as set out in the Applicable Legislation or if the Plan is not administered in accordance with its terms, the Plan will be considered non-compliant and will cease to be a Registered Disability Savings Plan at that time. The Minister of National Revenue may consider deferring or waiving the deregistration of the Plan.

At the time the Plan ceases to be registered, a Disability Assistance Payment will be deemed to have been made from the Plan to the Beneficiary or, if the Beneficiary is deceased, to their estate, that is equal to the amount by which the fair market value of the property held by the Plan Trust exceeds the Assistance Holdback Amount.

If the Plan ceases to be registered because a Disability Assistance Payment is made that results in the fair market value of the property in the Plan being less than the Assistance Holdback Amount, an additional Disability Assistance Payment will also be deemed to be made from the Plan to the Beneficiary at that time which is equal to:

- (i) the amount by which the lesser of the Assistance Holdback Amount in relation to the Plan and the fair market value of the property held by the Plan Trust at the time of payment exceeds;
- (ii) the fair market value of the property held by the Plan Trust immediately after the payment.

The non-taxable portion of this payment will be deemed to be nil.

If the requirements of the Applicable Legislation are not met, the Plan will cease to be a Registered Disability Savings Plan unless the Minister of National Revenue waives such requirements.

14. OBLIGATIONS OF THE TRUSTEE

The Trustee will forward notification of any change in Accountholder under the Plan to the Specified Minister in prescribed form containing prescribed information on or before the day that is 60 days after the later of:

- (i) the day on which the Trustee is advised of the change in Accountholder; and
- (ii) the day on which the Trustee is provided with the social insurance number or business number of the new Accountholder.

The Minister of National Revenue must approve amendments to the specimen plan under which this Plan is based before the Trustee can amend the Plan terms and conditions. If the Trustee discovers that the Plan is or will likely become noncompliant, the Trustee will notify both the Minister of National Revenue and the Specified Minister of this fact within 30 days after the Trustee becomes aware of possible or factual non-compliance.

If the Trustee enters into the Plan with a Qualifying Family Member (who is a Qualifying Person solely because of conditions a) to e) under the Qualifying Person definition) the Trustee will be required to:

- a) so notify the Beneficiary under the Plan without delay in writing and include in the notification information setting out the circumstances in which the Accountholder of the Plan may be replaced under section 146.4(1.5) or 146.4(1.6) of the ITA.
- b) collect and use any information provided by the Accountholder that is relevant to the administration and operation of the Plan.

If the Trustee fails to comply with these obligations, the Trustee is liable to penalties as set out in subsection 162(7) of the ITA.

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

The Trustee will not be held liable for entering into the Plan with a Qualifying Family Member if at the time the Plan was entered into, the Trustee had made reasonable enquiry into the Beneficiary's contractual competence and it was the Trustee's opinion that the Beneficiary's contractual competence was in doubt.

15. THIRD PARTY ORDERS OR DEMANDS – AND INDEMNITY

The Trustee may charge administration and transaction fees, in such amounts and at such times as may be fixed by the Trustee and/or the Agent from time to time (the "Trustee Fees"), provided that the Trustee and/or the Agent shall give prior written notice to the Accountholder of such Trustee Fees and any change in the amount of the Trustee Fees. The Trustee Fees may be paid for out of the Fund or recovered from the Fund, to the extent that they are not paid when due by the Accountholder. The Accountholder acknowledges that BMO Investments Inc. may charge fees, commissions and expenses to the property of the Plan Trust in its capacity as the mutual fund dealer for the Accountholder.

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

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

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

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

16. OWNERSHIP AND VOTING RIGHTS

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

17. FEES, EXPENSES, TAXES, INTEREST AND PENALTIES

The Trustee may charge administration and transaction fees, in such amounts and at such times as may be fixed by the Trustee and/or the Agent from time to time (the "Trustee Fees"), provided that the Trustee and/or the Agent shall give prior written notice to the Accountholder of such Trustee Fees and any change in the amount of the Trustee Fees. The Trustee Fees may be paid for out of the Fund or recovered from the Fund, to the extent that they are not paid when due by the Accountholder. The Accountholder acknowledges that BMO Investments Inc. may charge fees, commissions and expenses to the property of the Plan Trust in its capacity as the mutual fund dealer for the Accountholder.

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

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

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

The Trustee may, without instructions from the Accountholder, apply any cash held in the Fund for the payment of fees (including the Trustee Fees and the Advisory Fees) or expenses or taxes, penalties and interest charged to the Plan. Where there is insufficient cash in the Fund at any time, the Trustee or the Agent shall make reasonable requests for instructions from the Accountholder regarding which assets of the Fund to liquidate in order to realize sufficient cash to make the payment. If, after making reasonable requests from the Accountholder at the last address provided by the

Accountholder, the Trustee or the Agent does not receive satisfactory instructions from the Accountholder within a reasonable time, the Trustee may, in its discretion, liquidate part or all of the Fund in order to realize sufficient cash to make the payment. Neither the Trustee nor the Agent shall be responsible for any loss occasioned by any such realization. Any such liquidation shall be made at such prices as the Trustee may in its discretion determine to be the fair market value of the assets at the time; in the case of assets which are illiquid or which have no readily ascertainable market value, the Trustee may in its discretion sell the assets to the Agent for the Agent's own account, at such price as the Trustee considers fair and proper.

18. INSTRUCTIONS

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

19. LIMITATION OF LIABILITY AND INDEMNITY

Except for charges, taxes or penalties for which the Trustee is liable and that cannot be charged against or deducted from the Fund in accordance with the ITA, if the Trustee or the Agent is liable for:

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

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

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

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

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

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

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

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

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

If, after reasonable inquiry, the Trustee of a disability savings plan is of the opinion that an individual's contractual competence to enter into a disability savings plan is in doubt, no action lies against the Trustee and/or the Agent for entering into a plan, under which the individual is the Beneficiary, with a Qualifying Family Member who is a Qualifying Person solely because of paragraph (c) of the definition of "Qualifying Person", above.

If a dispute arises as a result of the Trustee's acceptance of a Qualifying Family Member who is a Qualified Person solely because of paragraph (c) of the definition of "Qualified Person", above, as an Accountholder of the Plan, from the time the dispute arises until the time that the dispute is resolved or an entity becomes the holder of the Plan under subsection 146.4(1.5) or 146.4(1.6) of the ITA, the Accountholder of the Plan shall use their best efforts to avoid any reduction in the fair market value of the property held by the Plan Trust, having regard to the reasonable needs of the Beneficiary under the Plan.

20. AMENDMENT

Subject to section 15, the Trustee may from time to time in its discretion amend this Trust Agreement or the attached application which comprise the Plan by giving 30 days prior notice to the Accountholder; provided however that any amendment shall not disqualify the Account as a Registered Disability Saving Plan acceptable for registration under the ITA or any applicable provincial legislation; and provided further that any amendment to ensure the Plan continues to comply with the ITA may take effect on a date prior to the date notice is given.

21. REPLACEMENT OF TRUSTEE

The Trustee may resign upon 60 days' prior written notice given to the Agent (or such shorter notice as the Agent may accept). BMO Investments Inc. may terminate the Trustee as trustee upon 60 days prior written notice given to the Trustee (or such shorter notice as the Trustee may accept). Upon the resignation or termination of the Trustee, the Trustee shall be released and discharged from all duties and liabilities under this Trust Agreement. Where the Trustee resigns or is terminated, the Agent shall appoint a successor trustee who is permitted to be the issuer of a Registered Disability Savings Plan under the ITA. The Agent shall give the Accountholder written notice of the successor trustee within 30 days of the appointment.

22. FAILING TO ATTAIN/LOSING REGISTERED STATUS

The Accountholder is solely responsible for ensuring that the information provided to the Trustee/Agent upon account opening is consistent with the information on file with the Canada Revenue Agency. The Accountholder is solely responsible for contacting the Canada Revenue Agency to rectify any inconsistencies in this information.

In the event that an account fails to attain registered status, or loses its registered status, the Trustee may treat the account in accordance with Section 13 Non-Compliance of the Plan, above.

23. NOTICE

The Accountholder or Beneficiary may give the Trustee instructions verbally, electronically, by personal delivery, by facsimile or by mail, postage pre-paid, addressed to the Trustee or the Agent or any other address that the Trustee may designate, and shall be deemed to have been received, if mailed, on the third business day after mailing or, if sent electronically or by facsimile transmission, on the day sent. The Trustee may give the Accountholder or Beneficiary any notice, statement or receipt by personal delivery or mail, postage prepaid, at the address provided by the Accountholder on the Application. If the Accountholder or Beneficiary notified the Trustee or the Agent about a new address for the Accountholder or Beneficiary, any notice, statement or receipt from the Trustee or the Agent will be considered to have been given to the Accountholder or Beneficiary at the time of personal delivery, or if mailed, on the third business day after mailing.

24. BINDING

The terms of this Trust Agreement shall be binding upon the survivor, beneficiaries, heirs, executors and administrators of the Accountholder and upon the respective successors and assigns of the Trustee and the Agent. This Agreement may be assigned by the Trustee at any time to a person who is permitted to be the issuer of a Registered Disability Savings Plan under the ITA; however the Accountholder may not assign this Trust Agreement.

25. GOVERNING LAW

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

PRIVACY DISCLOSURE AND CONSENT

Your Personal Information

BMO Financial Group is committed to respecting and protecting the privacy and confidentiality of your Personal Information and wants to help you understand how we collect, use and share it. Please see our Privacy Code (available at bmo.com/privacy) for details.

What is Personal Information?

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

Why do we need your Personal Information?

We collect your Personal Information to:

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

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

Sharing your Personal Information

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

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

Please see our Privacy Code for details.



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