

# TRUST AGREEMENT

ResMor Trust Company (the “Trustee”) declares that we accept the trust created between us and the Holder (“you”), when the Application was signed, and agree to act as the trustee of the resulting Ally Tax-Free Savings Account as explained below.

## 1. Definitions

The following definitions apply:

<b>“Arrangement”</b>	means, together, the Application and this Trust Agreement.
<b>“Contribution”</b>	is any amount paid into your TFSA by you.
<b>“Holder”</b>	until your death, is you, and, at and after your death, if you have a Spouse who has survived you, your Spouse, who acquires the rights as successor Holder as appointed by you.
<b>“TFSA”</b>	the Ally Tax-Free Savings Account consisting of the Application and this Trust Agreement.
<b>“Income Tax Act”</b>	the Income Tax Act (Canada), and the regulations that apply to it, both as amended from time to time.
<b>“Spouse”</b>	as recognized in the Income Tax Act as your survivor for your TFSA and, where applicable, incorporates the meaning of the term.
<b>“Common Law Partner”</b>	as set out in subsection 248(1) of the Income Tax Act.

## 2. Registration

As long as you are at least 18 years of age, we will file your election to register this arrangement as a TFSA under the Income Tax Act, as well as any applicable provincial income tax legislation that relates to tax-free savings accounts. You shall be solely responsible for the acceptability for such registration. We assume no responsibility for any revocation of such registration for any reason including your failure to comply with any of the conditions necessary for registration of a tax-free savings account.

## 3. Contributions

We will only accept Contributions made by you, and we will hold all Contributions made to your TFSA, and any income earned on these Contributions, as outlined in this Trust Agreement and as required by the Income Tax Act. You may make Contributions by cheque (or if you have already opened a High-Interest Savings Account or a Guaranteed Investment Certificate with us, you may also transfer funds by telephone). Contributions may be in such minimum amounts as may be acceptable to us from time to time. It is your sole responsibility to make sure that the Contributions do not exceed the amounts permitted under the Income Tax Act.

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## **4. Withdrawals**

You may request in writing that we pay to you all or a portion of the property of your TFSA. Subject to such reasonable requirements as we may impose and to the terms of any investment, we will do so after deducting such income or other taxes as may be required by the Income Tax Act and other applicable laws and our fees.

Despite the terms of any investment, or any reasonable limits that we may impose on the frequency of such withdrawals or any minimum withdrawal requirement identified either in the Application or other notice given under the terms of this Trust Agreement, upon receipt of your written application, we will refund to you the amount determined in accordance with paragraph 146.2(2)(d) of the Income Tax Act.

No one other than you and us shall have rights under your TFSA relating to the amount and timing of withdrawals.

## **5. Investment**

In accordance with the Income Tax Act, all contributions made to your TFSA and all income earned on these Contributions will be deposited or invested in investments made available to you by us, as directed by you from time to time.

## **6. Transfers**

At your written direction, we will transfer all investments held in your TFSA, or such portion as you direct, together with all information necessary for the continuance of the TFSA, to another TFSA registered in your name, or in the name of your Spouse, or former Spouse. We will do this pursuant to a decree, order or judgment of a competent tribunal or a written separation agreement, relating to a division of property between yourself and your Spouse or former Spouse in settlement of rights arising out of your marriage/common-law partnership, on or after the breakdown of your marriage/common-law partnership. Upon such transfer, we shall have no further liability to you with respect to such transferred investments.

## **7. Successor Holder Election**

You may elect to have your surviving Spouse become the Holder of your TFSA after your death. You may elect to do this on the Application, if permitted in your province or territory, or in your will.

If you need details of our requirements for making or revoking such an election, please contact an Ally Customer Advocate at 1-866-247-2559.

## **8. Beneficiary Designation**

You may designate one or more beneficiaries to receive the property of your TFSA in the event of your death, as long as:

- Your TFSA continues to exist and
- Your Spouse, if any, did not become the successor Holder entitled to all rights under your TFSA.

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You may designate on the Application, if permitted in your province or territory, or in your will, instruments or other testamentary documents (“Will”) to the extent that we make a beneficiary designation available to you.

You will deliver to us all Wills that contain any revocation of a designation of beneficiary. If more than one Will has been made and delivered, we shall make payment only in accordance with the Will bearing the latest execution.

## **9. Death**

Where you have not elected to have your Spouse become the successor Holder of your TFSA (or you have made such an election but your Spouse predeceases you or dies at the same time as you or in circumstances making it impossible to determine who died first) but have, subject to paragraph 8, designated a beneficiary, we will, once we have received the documentation we require, pay the property of your TFSA in a single payment, less required income tax deductions, to your designated beneficiary(ies) and notify your estate representative of any resulting tax liability.

Where you have not elected to have your Spouse become the successor Holder of your TFSA (or you have made such an election but your Spouse predeceases you or dies at the same time as you or in circumstances making it impossible to determine who died first) or, subject to paragraph 8, designated a beneficiary (or you have made such a designation but your beneficiary predeceases you or dies at the same time as you or in circumstances making it impossible to determine who died first), we will, once we have received the documentation we require, pay the property of your TFSA in single payment, less required income tax deductions, to your estate.

Where you have designated multiple beneficiaries but have not indicated how they are to share in the property of your TFSA (whether or not one or more of them predeceases you or dies as the same time as you or in circumstances making it impossible to determine who died first), we will pay the property of your TFSA to the surviving beneficiaries in equal shares.

When we have paid the property of your TFSA to your designated beneficiary or to your estate, we will be considered fully discharged from any further liability with respect to your TFSA.

## **10. Record Keeping**

We will record the details of all Contributions to your TFSA, their investment, and all payments from your TFSA. We will supply you with a statement of these details at least annually or you may obtain that information online. We will complete any regulatory reporting that is required by the Income Tax Act.

## **11. Your Responsibilities**

You are bound by the statement of your date of birth on the Application and we may ask you to provide further evidence of proof of age.

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You must inform us in writing of any changes in your address. You may not use your interest or right in your TFSA as security for a loan or other indebtedness.

## **12. Our Restrictions**

We cannot give you or any person related to you any benefit, loan, or advantage if the benefit, loan, or advantage is conditional upon the existence of your TFSA or prohibited by the Income Tax Act.

We cannot borrow money or other property for the purposes of your TFSA.

## **13. Fees**

Should we charge fees to administer your TFSA, we will provide you with a schedule of the fees. The fee schedule is subject to change on 60 days prior notice to you. If you do not pay such fees when due, you agree that we may sell investments of, and withdraw amounts from, your TFSA without your prior approval.

## **14. Amendments**

We may from time to time amend your TFSA by giving you notice in writing. Any amendment cannot, however, be contrary to the provisions of the Income Tax Act. In the event of changes to the Tax Act the terms of your TFSA will be amended to conform to such changes.

## **15. Limits of Our Liability**

We shall not be responsible for any loss or damage suffered or incurred by your TFSA, by you or by any beneficiary designated by you, unless caused by or resulting from our dishonesty, gross negligence, or wilful misconduct or lack of good faith.

## **16. Resignation of Trustee**

We may resign as trustee of your TFSA at any time by giving you 60 days notice of our resignation. In the event of our resignation, we will appoint a successor trustee in writing. Subject to the approval of Canada Revenue Agency and any other applicable tax authorities, the successor trustee so appointed shall be vested with the property of your TFSA and the same powers, rights duties and responsibilities as us.

## **17. Heirs and Representatives**

The terms of this Trust Agreement shall be binding upon your heirs, estate representatives, attorneys, committees, guardians of property, other legal and personal representatives, and any successor trustee.

## **18. Language**

You have expressly requested that this Trust Agreement and all related documents, including notices, be in the English language. Le titulaire a expressément demandé que cette Convention de fiducie et tous documents y afférents, y compris tout avis, soient rédigés en langue anglaise. (Quebec only/Québec seulement)

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P.O. BOX 350 STN. C, TORONTO, ON M6J 3N1

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## **19. Governing Law**

This Trust Agreement and your TFSA shall be governed by the applicable laws of Ontario and of Canada.

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