

**TF11-1A**

Signatures  
Form –  
RRSP Loan

SAVINGS



TF11-1A(17-12)

# RRSP Loan Application and Agreement

**IMPORTANT**

- You must:
- Print 3 copies of this application
  - Send the original copy to Industrial Alliance Trust Inc.
  - Give a copy to the client
  - Keep a copy for your file

PRE

**Send this form by mail:**

Industrial Alliance Trust Inc.  
Customer Service (IRS2525)  
1080 Grande Allée West  
PO Box 1907, Station Terminus  
Quebec City, Quebec G1K 7M3

**SIGNATURES FORM (For the loan application for an RRSP contribution)**

\*Certain words and expressions have the meaning set out in "DEFINITIONS" in section H "SPECIFIC CONDITIONS" of this Loan Agreement.

**A- LENDER****Industrial Alliance Trust Inc. (hereinafter the "Company")****B- BORROWER (CONTRIBUTOR WHO WILL RECEIVE TAX RECEIPT(S))**

Last name \_\_\_\_\_ First name \_\_\_\_\_

Date of birth | | | | | | | | | |  
Y Y Y Y M M D D**Verification of Identity of the Borrower**Refer to an original passport, driver's licence or other government-issued identification, but not a SIN card<sup>1</sup>:

Type of identification document: \_\_\_\_\_ Document number: \_\_\_\_\_

Place of issue: \_\_\_\_\_ Expiry date: | | | | | | | | | |  
Y Y Y Y M M D D

<sup>1</sup>For a document to be valid for verification of identity, it must be issued by a government, have a unique identifying number and be a valid original that has not expired. The Health Insurance Card cannot be used in Ontario, Manitoba, Prince Edward Island and New Brunswick. In Quebec, the individual may choose to use it, but we can not ask to use it to verify their identity. A Social Insurance Number card must not be used because of its confidentiality.

**C- CO-BORROWER (ONLY FOR RRSP CONTRIBUTOR'S SPOUSE) (Required if part or all of the loan is invested in the Co-borrower's RRSP)**

Last name \_\_\_\_\_ First name \_\_\_\_\_

Date of birth | | | | | | | | | |  
Y Y Y Y M M D D

This Loan Agreement and any correspondence regarding this loan will be provided to both the Borrower and the Co-borrower unless the Co-borrower checks the box below:

- I, the Co-borrower, consent to the Borrower receiving this Loan Agreement and any correspondence regarding this loan on my behalf.  
(If the Co-borrower does not check this box, please ensure that the Co-borrower's address is set out clearly in the loan application.)

**Verification of Identity of the Co-borrower**Refer to an original passport, driver's licence or other government-issued identification, but not a SIN card<sup>1</sup>:

Type of identification document: \_\_\_\_\_ Document number: \_\_\_\_\_

Place of issue: \_\_\_\_\_ Expiry date: | | | | | | | | | |  
Y Y Y Y M M D D

<sup>1</sup>For a document to be valid for verification of identity, it must be issued by a government, have a unique identifying number and be a valid original that has not expired. The Health Insurance Card cannot be used in Ontario, Manitoba, Prince Edward Island and New Brunswick. In Quebec, the individual may choose to use it, but we can not ask to use it to verify their identity. A Social Insurance Number card must not be used because of its confidentiality.

**D- DESIGNATED AGENT AND DEALER INFORMATION**

Agent first and last name: \_\_\_\_\_ Rep. code: | | | | | | | | | |

Email (MANDATORY): \_\_\_\_\_ Telephone (MANDATORY): | | | | | | | | | |

Dealer name: \_\_\_\_\_ Dealer code: | | | | | | | | | |

**! IMPORTANT: DO NOT FAX THIS DOCUMENT.**

**E- GENERAL CONDITIONS, AUTHORIZATIONS AND SIGNATURES**

PRE

The loan application is subject to approval by Industrial Alliance Trust Inc. (the "Company").

The undersigned Borrower, and if there is a Co-borrower, are referred to as "I" in this Loan Agreement and makes the following statements in respect to himself or herself.

- I hereby confirm that I have requested that this Loan Agreement be drafted in the English language only. *Par les présentes, je confirme avoir demandé que le présent Contrat de prêt soit rédigé en anglais uniquement.*
- I acknowledge that I have read this "GENERAL CONDITIONS, AUTHORIZATIONS AND SIGNATURES" section, section G "DECLARATIONS" and section H "SPECIFIC CONDITIONS" as set out in this Loan Agreement, and I agree to abide by these conditions.
- I acknowledge that this form is an integral part of the loan application bearing the same number and whose content was brought to my attention.
- I acknowledge that the information provided in this loan application is complete, accurate and true, and that the Company will rely on the accuracy of this information in determining whether to approve the loan application. I agree to notify the Company in writing of any change in my financial situation that may affect my ability to repay the loan. I declare that my assets are not currently the subject of seizure, garnishment or any other similar procedure. I also declare that, to the best of my knowledge, no lawsuits or legal proceedings have been, or are about to be, brought against me.
- I understand that the loan application, the *Information Box*, the *Initial Disclosure Statement* and the conditions related to it are an integral part of this Loan Agreement.
- I hereby apply for a loan in the amount and upon the terms and conditions mentioned in this Loan Agreement. I hereby irrevocably direct the Company, upon approval of this application, to advance and disburse the loan proceeds in accordance with the instructions provided on my behalf by my designated agent. I request that all amounts borrowed be credited in full to the Registered Account(s) on the date of the advance under this loan.
- I understand and agree that if I have indicated an outstanding balance from a previous RRSP loan in the loan application, this outstanding balance will now be governed by the terms and conditions of this Loan Agreement.** The terms and conditions provided under the previous contract are revoked by the Company's acceptance of this loan application and any outstanding balance from the previous RRSP loan shall be repaid in accordance with the terms and conditions of this Loan Agreement.
- I confirm that I have been advised of the Interest Rate in effect as of the date of signature of the loan application and the monthly payment amount pursuant to this Loan Agreement, and that I have read and I understand the *Information Box* and the *Initial Disclosure Statement* of this Loan Agreement, which explain the method of calculation of the Interest Rate, the total of all monthly payments and the total interest charges over the term of the loan.
- I understand and agree that the monthly payment amount, the total of all monthly payments, and the total interest charges over the term of the loan may vary due to changes to the Prime Rate subsequent to signing this form and the period of amortization may differ from the repayment term. I acknowledge that the monthly payment amount, the total of all monthly payments and the total interest charges over the term of the loan set out in this Loan Agreement are based on reasonable assumptions and estimates at the time I signed this form.**
- I agree to repay the Loan Amount in full, which includes accrued interest and all other amounts due, in accordance with the terms and conditions of this Loan Agreement.
- I acknowledge and agree that the Loan Amount must be repaid in full, which includes accrued interest and all other amounts due, before the Registered Account(s) can be surrendered, in whole or in part, transferred, or converted to any other retirement product.
- In the event of any request to surrender the Registered Account(s) in whole or in part, or any request to transfer the Registered Account(s), I authorize the Company to apply the proceeds to the reimbursement of the Loan Amount.
- I acknowledge and agree that if I am in default under any of the terms or conditions of this Loan Agreement for more than sixty (60) days, the total Loan Amount, which includes accrued interest and all other amounts due, shall become due and immediately payable in full. Quebec Borrowers should also refer to the "Clause of forfeiture of benefit of the term" in paragraph 12 of section H "SPECIFIC CONDITIONS" of this Loan Agreement.
- I agree to pay all legal costs and expenses incurred by the Company to recover the amounts due if I am in default under any of the terms or conditions of this Loan Agreement for more than sixty (60) days.
- I authorize all credit agencies, financial institutions, taxation authorities, public bodies, or any other persons or organizations that hold personal information about me, including financial information or information about my credit history, to supply to and exchange this information with the Company, its affiliates, or its representatives and agents, for the purposes of evaluating the loan application, administering and enforcing the Loan Agreement, and for marketing purposes.** I further authorize the Company to supply and exchange my personal information with its affiliates, representatives and agents for the purposes in the preceding sentence. A photocopy of this authorization will be as valid as the original.
- I authorize the Company to withdraw the agreed payments in accordance with the loan application and section F "PRE-AUTHORIZED CHEQUE PAYMENTS ('PAC') AGREEMENT" of this Loan Agreement. I confirm that all required signatories to the bank account have signed the PAC agreement in section E of this Loan Agreement and I agree to provide such authorization agreement(s) as may be required by my financial institution or by the Company to enable the Company to withdraw the payments as indicated.
- I request that the Company advise me of any other credit offer that would allow me to deposit the amount borrowed in a registered account, including any possible increase in credit that may be granted to me under the terms and conditions of this Loan Agreement.

I accept the terms and conditions of this Loan Agreement, including those of section H "SPECIFIC CONDITIONS", and I acknowledge that I have received a copy.

All signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**X** \_\_\_\_\_  
Borrower's signature

**X** \_\_\_\_\_  
Co-borrower's signature

**!** **IMPORTANT:** Another signature is required on next page for the PAC agreement.

**Agent Statements and Signature**

I, as the authorized designated agent, hereby certify that:

- I have verified the identity of the Borrower and Co-borrower, if any, by reviewing the identification document indicated in sections B and C herein; and
- I have witnessed the signature(s) of the Borrower and Co-borrower, if any.

**X** \_\_\_\_\_  
Agent's signature

**F- PRE-AUTHORIZED CHEQUE PAYMENTS ("PAC") AGREEMENT**

Each account owner is referred to as "I" in this PAC agreement section and makes the following statements in respect to himself or herself.

I authorize Industrial Alliance Trust Inc. (the "Company") and the financial institution designated (or any other financial institution I may authorize at any time) to begin deductions as per my instructions for regular recurring payments and/or occasional one-time payments, if applicable, for payment of all premiums, deposits, installments and charges arising from the Loan Agreement mentioned herein.

Regular payments will be withdrawn from the indicated account based on the date and frequency I have chosen, whereas occasional one-time payments, if applicable, can be debited from my account on any other date. Regular and/or occasional one-time payments will be debited in accordance with banking information previously provided for the issuance of a previous RRSP loan issued by the Company and which I have indicated in the loan application or, if no such information had been previously provided, in accordance with the banking information set out in the loan application.

I agree that, for the purpose of this PAC agreement, all PACs from my account will be treated as Personal.

**I waive the right to receive pre-notification of an increase or a decrease in the amount to be debited or a change in the date and/or frequency of these payments.**

I agree that the Company is not required to provide me with written notice of a change in a PAC amount that is made as a result of my request.

If a PAC is dishonoured for any reason such as, but not limited to, insufficient funds ("NSF"), stop payment or account closed, the Company is authorized to re-submit the payment. **Any charges incurred by the Company as a result of the dishonoured PAC will be added to the subsequent PAC.**

I may cancel or modify this PAC agreement at any time, subject to providing the Company thirty (30) days notice in writing. To obtain a sample cancellation form or for more information on my right to cancel the PAC agreement, I may contact my financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca) regarding Rule H1 – Pre-authorized debits (PADs).

**The Company cannot assign this PAC agreement unless it has provided written notice to me of the assignment, at any time prior to the following PAC.**

I have certain recourse rights if any PAC does not comply with this PAC agreement. For example, I have the right to receive reimbursement for any PAC that is not authorized or is not consistent with this PAC agreement. To obtain more information on my recourse rights, I should contact my financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca) regarding Rule H1 – Pre-authorized debits (PADs).

Before the Company debits the first PAC payment, it must receive all required documents, duly completed, and be allowed a reasonable period of time to complete its administrative processes.

I confirm that everyone whose signature is required to authorize account transactions have signed below.

**Contact information:**

Industrial Alliance Trust Inc.  
(IRS2525)  
1080 Grande Allée West  
PO Box 1907, Station Terminus  
Quebec City, Quebec G1K 7M3

Telephone: 418-780-5428  
Fax: 418-684-5161  
Email: [savings@iatrust.ca](mailto:savings@iatrust.ca)

**!** **SIGNATURE** (For a joint account, all required signatories must sign this PAC agreement.)

\_\_\_\_\_  
Date

**X**

\_\_\_\_\_  
Signature of account owner  
(as shown on the records of the financial institution)

\_\_\_\_\_  
Date

**X**

\_\_\_\_\_  
Signature(s) of all other account owners  
(if required signatories to this account)

**!** **IMPORTANT:** Please include a void cheque.

## G- DECLARATIONS

### 1. NOTICE CONCERNING THE EFFECT OF THE USE OF A LEVERAGE LOAN WHEN PURCHASING SECURITIES

Using borrowed money to finance the purchase of securities involves greater risk than a purchase using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines.

There are three ways to purchase securities: through cash only, a portion in cash with a loan or with a loan only. When you purchase securities using cash only, your possible gain or loss is based only on the variation in the value of those securities.

However, when you use the leverage effect, i.e., when borrowed amounts are used to purchase securities, you substantially increase the possible gains or losses on the cash that you invest. Therefore, any investor who is thinking about borrowing money to use the leverage effect should be informed of the risks inherent in this strategy by reading the explanations given in this notice.

For example,\* suppose you purchase securities in an amount of \$2,000 in mutual funds and that your investment loses 10% of its value and is now worth \$1,800. For a cash investment, where no loan is made, the loss would be 10%. For an investment made using \$1,000 in cash and a \$1,000 loan, for a total investment of \$2,000, the same 10% decrease in value would also result in a \$200 drop in capital but would represent a 20% loss of the cash investment. Finally, for a client who opts for a \$2,000 investment that is completely financed through a loan, a 10% drop in the value of the investment would mean that, in addition to the \$1,800 in proceeds from the disposition of the investment, the client would personally have to pay an additional \$200.

The level of risk involved in an investment financed through a loan is measured on an ad hoc basis and varies according to the conditions and specific situation of the investor and according to the investments made.

\*The examples mentioned in this notice do not take into account taxes or surrender fees that may be applicable.

### 2. AGENT'S AND DEALER'S OBLIGATIONS AND RESPONSIBILITIES

The agent and the dealer identified in section D of this loan application are responsible for determining the suitability of investments for their clients and borrowing to invest, and for ensuring appropriate supervision and compliance is performed in trading activities and other obligations pursuant to the applicable securities legislation.

In no circumstances may Industrial Alliance Trust Inc. be held responsible for any obligations and responsibilities incumbent to the agent and the dealer pursuant to applicable securities legislation.

## H- SPECIFIC CONDITIONS

### 1. DEFINITIONS

For the purposes of this Loan Agreement, the following definitions apply:

- i. "Amount in Arrears" means an amount due and owing as a result of non-compliance with this Loan Agreement, and may include principal, accrued interest and administration fees;
- ii. "Borrower" means the loan applicant whose name appears in the loan application and for the purposes of paragraph 12 of section H of this Loan Agreement means the "Consumer";
- iii. "Co-borrower" means the loan co-applicant whose name appears in the loan application and for the purposes of paragraph 12 of section H of this Loan Agreement means the "Consumer";
- iv. "Company" means Industrial Alliance Trust Inc. and for the purposes of paragraph 12 of section H of this Loan Agreement constitutes the "Lender" and "Merchant";
- v. "Effective Date" means the date this Loan Agreement comes into effect, which corresponds to the date the loan application is approved by the Company;
- vi. "Interest Rate" means the variable annual rate of interest determined from time to time by the Company pursuant to this Loan Agreement and, more specifically, is the rate equal to the Prime Rate plus the increment as stated in the *Initial Disclosure Statement* of this Loan Agreement;
- vii. "Loan Agreement" means the loan application, all sections of this document, the *Information Box*, the *Initial Disclosure Statement* and any other document used to create this Loan Agreement. This Loan Agreement may be modified at the request of the Borrower and the Co-borrower, if any, subject to approval by the Company. For the purposes of paragraph 12 of section H of this Loan Agreement means the "Contract";
- viii. "Loan Amount" means the Total Principal Amount plus any accrued interest and all other amounts due in accordance with this Loan Agreement, less any repayment of principal, interest or other amount due;
- ix. "Prime Rate" means the annual rate of interest announced by the Royal Bank of Canada, from time to time, as its prime rate in Canada, being a reference rate then in effect for determining interest rates on loans, made in Canadian currency, in Canada;
- x. "Registered Account(s)" means the registered account(s) issued by the Company and specified in the loan application, and to which the advance under this loan will be credited;
- xi. "Total Principal Amount" means the amount of the current RRSP loan granted by the Company after having processed the loan application and includes any outstanding balance(s), if any, on an existing RRSP loan(s).

### 2. INTEREST RATE

The Interest Rate for the purposes of the daily calculation of the monthly interest owed on the Total Principal Amount and the Amount in Arrears varies in accordance with the increase or decrease of the Prime Rate. These increases or decreases can affect the loan amortization period.

### 3. REPAYMENTS

Each payment, irrespective of the frequency, must never be less than \$25.

**Option 120:** Under this option, the repayment term selected must begin one-hundred and twenty (120) days following the Effective Date of this Loan Agreement. Interest accrues during this period.

The monthly payment amount must cover any Amount in Arrears. The payments will first be credited to the Amount in Arrears, then to the payment of accrued interest and then to the payment of the balance owing on the Total Principal Amount.

The Borrower or the Co-borrower, if any, may, at any time, repay all or a portion of the Loan Amount. At any time, the balance due is equal to the total Amount in Arrears, the outstanding balance of the Total Principal Amount, accrued interest, and all other amounts due at the time of repayment.

### 4. USE OF THE LOAN

The loan must only be used to invest in an individual registered retirement savings plan issued by the Company. Any other use of the loan without written authorization from the Company results in the suspension of the rights to use the loan and requires the Borrower and the Co-borrower, if any, to immediately repay the Loan Amount in full.

The amount borrowed will be advanced and credited to the Registered Account(s) following the Company's acceptance of the loan application. Before approving an application, the Company must receive all required documents, duly completed, and be allowed a reasonable period of time to process the application and complete its administrative processes.

### 5. SPECIAL FEES

In addition to other recourses available and the Company's service charges, administrative fees will be charged for each cheque that is returned due to insufficient funds ("NSF") and for each pre-authorized cheque payment ("PAC") that is not honoured for any reason such as, but not limited to, NSF, stop payment or account closed. In accordance with applicable law and its administrative policies in effect, the Company reserves the right to impose transaction fees, among others, for any authorized loan that is cancelled within sixty (60) days of its issue.

### 6. JOINT AND SEVERAL RESPONSIBILITY

It is agreed that if the loan is granted to a Borrower and a Co-borrower, they are jointly and severally responsible for the total Loan Amount.

### 7. STATEMENTS

The Company shall provide a disclosure statement once every twelve (12) months.

Any future correspondence, including the annual disclosure statement, is deemed to have been received by the Borrower / Co-borrower on the fifth (5<sup>th</sup>) business day after its postmark date. The Borrower, or the Co-borrower if any, must notify the Company in writing of any errors or omissions within thirty (30) days of receipt of the statement, otherwise it will be deemed to be accurate and complete.

## 8. FILE AND PERSONAL INFORMATION

In order to ensure the confidentiality of your personal information, the Company will establish a file containing your Loan Agreement. The information in your file will be used for the purposes of evaluating this loan application, administering and enforcing the Loan Agreement and for marketing purposes.

Access to your personal information will be limited to the Company's employees, agents or service providers in the performance of their duties, to individuals to whom you have granted access and persons authorized by law.

Your file will be kept at the Company's offices. You have the right to request access to your personal information contained in this file and, if necessary, to correct any inaccurate information. In order to do so, send a written request to:

Industrial Alliance Trust Inc.  
Chief Privacy Officer  
1080 Grande Allée West  
PO Box 1907, Station Terminus  
Quebec City, QC G1K 7M3

The Company may establish a list of clients for marketing purposes for use by the Company or the companies in its group. To have your name removed from this list, send a written request to the Chief Privacy Officer at the above-mentioned address.

## 9. COMPLAINTS

A dispute resolution process has been put in place by the Issuer in the event an Annuitant is not satisfied with a decision or service provided by the Issuer, believes a file processing error has occurred or wishes to file a complaint against the Issuer.

The process involves the following steps:

- a) The Annuitant must contact Industrial Alliance Trust Inc. by writing to Client Services at 1080 Grande Allée West, P.O. Box 1907, Station Terminus, Quebec City, QC G1K 7M3;
- b) If the problem is not resolved as a result of the preceding step, the Annuitant may file a request for review with the Issuer's Complaints Officer. This individual acts as an independent, internal mediator, reviewing complaints and recommending equitable solutions. All review requests must be sent in writing to the attention of the Industrial Alliance Trust Inc. Complaints Officer, 1080 Grande Allée West, P.O. Box 1907, Station Terminus, Quebec City, QC G1K 7M3;
- c) If the problem remains unresolved after the preceding steps have been taken, the Annuitant may take the following action:
  - Residents of Quebec

An Annuitant who is not satisfied with the complaint resolution or personal treatment received may ask the Issuer to send his or her file to Autorité des marchés financiers (AMF). The Annuitant who chooses this option may do so only after the time frame for receiving a final decision has elapsed, and must act within one year of the receipt date of that decision.

Files submitted to the AMF contain all documentation relating to the complaint.

Any questions regarding the resolution of complaints within Quebec must be addressed to the AMF Information Centre:

Toll free: 877-525-0337  
Fax: 418-647-9963  
Online: [www.lautorite.qc.ca](http://www.lautorite.qc.ca)

- Residents of all other provinces

The Issuer participates in the complaint resolution process offered by the Ombudsman for Banking Services and Investments. For more information, consumers with complaints may contact the ombudsman:

Toll free: 1-888-451-4519  
Online: [www.obsi.ca](http://www.obsi.ca)

## 10. FINANCIAL CONSUMER AGENCY OF CANADA

The Financial Consumer Agency of Canada (FCAC) is an independent body whose mandate is to inform and protect consumers of financial products and services. The FCAC also monitors federally regulated financial institutions to ensure that they comply with federal consumer protection laws and regulations. Consumers may contact FCAC at any time at the following address:

Financial Consumer Agency of Canada  
427 Laurier Avenue West, 6th Floor  
Ottawa, ON K1R 1B9  
or online at [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

## 11. CURRENCY

All amounts payable to or by the Company shall be in the legal currency of Canada.

## 12. CLAUSES REQUIRED UNDER THE CONSUMER PROTECTION ACT OF QUEBEC AND ITS REGULATIONS (FOR QUEBEC BORROWERS ONLY)

### "Contract for the loan of money"

- (1) The Consumer may cancel this Contract without charge within two days following that on which each party takes possession of a duplicate of this Contract. To cancel the Contract, the Consumer must:
  - (a) return the money to the Merchant or his representative if he received the money at the time each party took possession of a duplicate of the Contract;
  - (b) send a notice in writing to that effect, or return the money to the Merchant or his representative if the money was not returned to him or her at the time each party took possession of a duplicate of the Contract.

The Contract is cancelled, without further formality, as soon as the Consumer returns the money or forwards the notice.

- (2) If the Consumer uses the money to make full or partial payment for the purchase or lease of goods or services, he may, if the money Lender and the vending or leasing Merchant regularly work together with a view to the granting of loans of money to consumers, plead against the money Lender any ground of defense that he may urge against the vending or leasing Merchant.
- (3) The Consumer may pay, in whole or in part, the amount of his obligation before maturity. The balance due is equal at all times to the sum of the balance of net capital and credit charges computed in accordance with the Act and the General Regulation made under the Act.
- (4) The Consumer may, once a month and without charge, request a statement of account from the Merchant; the latter must furnish him or her with the statement of account or forward it to him or her as soon as possible, but at the latest within ten (10) days of receipt of the request.

In addition to the statement of account prescribed above, the Consumer who wishes to pay the balance of his obligation before maturity may, at all times and without charge, request a statement of account from the Merchant; the latter must furnish him or her with the statement of account or forward it to him or her as soon as possible, but at the latest within ten (10) days of receipt of the request.

It is in the Consumer's interest to refer to sections 73, 74, 76, 91, 93 and 116 of the *Consumer Protection Act* (R.S.Q., c. P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

### "Clause of forfeiture of benefit of the term"

Before availing himself or herself of this clause, the Merchant must send the Consumer a notice in writing and a statement of account.

Within 30 days following receipt by the Consumer of the notice and the statement of account, the Consumer may:

- a) either remedy the fact that he/she is in default; or
- b) present a motion to the court to have the terms and conditions of payment prescribed in this Contract changed.

It is in the Consumer's interest to refer to sections 104 to 110 of the *Consumer Protection Act* (R.S.Q., c. P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur.

## 13. ENFORCEABILITY

If any provision or part of this Loan Agreement is determined to be invalid or unenforceable, such determination will not affect or impair the validity of any other provision or part of this Loan Agreement.

## 14. DEFAULT

Default occurs under this Loan Agreement when:

- the Borrower / Co-borrower has failed to pay an amount owing on a scheduled payment;
- the Borrower / Co-borrower becomes or is about to become insolvent or bankrupt, assigns his or her assets to his creditors, takes advantage, or attempts to take advantage of, the *Bankruptcy and Insolvency Act* (Canada) or any other legislation relating to arrangements with creditors;
- the Borrower / Co-borrower ceases to honour his obligations in the normal course of business as they fall due;
- the Borrower / Co-borrower is the subject of a receiving order, liquidation order, dissolution order or any other such order;
- the Borrower / Co-borrower is in arrears or fails to remit taxes or other charges that he or she is legally required to pay to the appropriate government authorities;
- the Borrower / Co-borrower does not fulfill any obligation arising herein and does not remedy the situation within ten (10) days after notice is given by the Company advising of said default;
- any of the information or documentation provided by the Borrower / Co-borrower to the Company herein proves to be false, incomplete or inaccurate; and
- the Borrower / Co-borrower passes away.

## 15. LENDER'S REMEDIES

In the event of default, the Company, without giving formal notice, may exercise any of its contractual or statutory rights or remedies, allowed by the law. In all cases, the Company is entitled to payment of all of its expenses.

The Company's failure to exercise a right shall not constitute a waiver of such right for the future. Moreover, the Company's acceptance of the payment of a sum of money by the Borrower or the Co-borrower, if any, following default shall not constitute a waiver of its other rights and remedies. The Company's decision to exercise one or more of its rights under this Loan Agreement or under the law shall not prevent it from exercising any other rights that it may possess.

## 16. FORFEITURE OF TERM

In the event of default and subject to section 12 "Clauses required under the *Consumer Protection Act of Quebec and its Regulations*", the Company may, but is not required to claim forfeiture of term and to demand immediate payment of the full Loan Amount.

## 17. TERMINATION OF CONTRACT

Should the Borrower or the Co-borrower, if any, die or become unable to make the monthly payments, the Company may terminate the present Loan Agreement and demand immediate payment of the Loan Amount.

Furthermore, the Borrower and the Co-borrower, if any, acknowledge that if, further to legislative or regulatory changes or an interpretation by the courts of any law, regulation(s) or this Loan Agreement, the Company can no longer legally grant this loan or any additional loans, or can no longer legally fulfill all or some of its obligations under this Loan Agreement, the Company may terminate this Loan Agreement and demand immediate payment of the full Loan Amount.

## 18. BORROWER'S / CO-BORROWER'S DECLARATIONS

The Borrower and the Co-borrower, if any, declare the following:

- no claims are pending, or in process, against the Borrower / Co-borrower, and no action, suit or proceeding is threatened, pending or in process against the

Borrower or his/her property which could adversely affect the Borrower's / Co-borrower's financial situation;

- the Borrower / Co-borrower is not in default under the contracts to which he/she is a party;
- the Borrower / Co-borrower is not in arrears in his/her income tax payments or in any other taxes or remittances that he/she is legally bound to pay to a government authority; and
- the Borrower / Co-borrower has the requisite power and capacity to enter into this Loan Agreement and to comply with the obligations stipulated herein.

## 19. APPROVAL OF THE LOAN

The Borrower and the Co-borrower, if any, acknowledge that the coming into force of this Loan Agreement is subject to approval of the loan application by the Company, at its sole discretion, and that the Company makes no representation whatsoever that such approval will be granted. Prior to any loan advance, the Company must receive all required documents, duly completed and signed by the Borrower and the Co-borrower, if any.

## 20. NON-LIABILITY OF THE COMPANY

In no case shall the Company be liable for any losses, damages or expenses of any kind whatsoever that are sustained or incurred by the Borrower and the Co-borrower, if any, in relation to this Loan Agreement. More specifically, but without limiting the generality of the foregoing, the Company shall not be liable for any indirect losses or damages, lost profits or any other special or consequential damages for any acts or omissions by the Company relating to its obligations contained in the Loan Agreement or otherwise at law.

Furthermore, the Company shall not be liable for any losses, damages or expenses sustained or incurred by the Borrower and the Co-borrower, if any, due to the Company's failure to disburse part or all of the Total Principal Amount in relation to the investments, or through any other use of the Total Principal Amount by the Borrower and the Co-borrower, if any.



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Normand Gervais  
President



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Frédéric Villeneuve  
General Manager





# TF11-1A

Signatures  
Form -  
RRSP Loan

TF11-1A(17-12)

**INVESTED IN YOU.**

iA Trust is a trademark and business name under which  
**Industrial Alliance Trust Inc.** operates.

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