



MACKENZIE
Investments

CONFIDENCE
IN A CHANGING WORLD

Group Retirement Savings Plan

Member Application

- Instantly reduces taxes paid at source
 - The unmatched convenience of payroll deductions
 - All the benefits of investing regularly by installment
 - An ideal range of investments to soundly diversify your savings
- PLUS*
- The services of a qualified Financial Advisor

GROUP RETIREMENT SAVINGS PLAN MEMBER APPLICATION

FINANCIAL ADVISOR ➡ After checking the completed application, tear off the last three copies. Give the yellow copy to the Planholder, the blue copy to the Plan Sponsor's payroll department, and keep the white copy for your own records.
PLEASE NOTE ➡ Forward the rest of the application to Mackenzie Investments, attention: Group Plan Administrator.

OFFICE USE ONLY	ACCOUNT NUMBER	GEO	M/m = 01/08
			ADSAF CHADR

1. PLAN SPONSOR (EMPLOYER) INFORMATION

Plan Sponsor Name _____ Group No. (If existing group plan) _____

2. PLANHOLDER INFORMATION *For a spousal RSP, Planholder = Employee's spouse*

If you already have an existing Mackenzie account, please check box

If your existing Mackenzie account is an RRSP, please check box to merge it into this RSP Language preference: English French

1= Mr.
2= Mrs.
3= Miss
4= Ms.
5= Dr.

Last Name _____
 First Name & Initials _____
 Address _____
 City _____ Province _____ Home Telephone _____
 E-mail address _____ Postal Code _____ Business Telephone _____

Social Insurance Number (required) _____
 Date of Birth (DD MMM YYYY) _____

3. SPOUSAL PLAN CONTRIBUTOR INFORMATION *Member (Employee): complete this section if this is a Spousal RRSP (Planholder = your spouse)*

Last Name _____ Home Address _____
 First Name & Initials _____ Social Insurance Number _____

Check Box if same as planholder OR

4. PAYROLL AUTHORIZATION *Please specify payroll deduction and amount*

As the Employee, I hereby authorize and instruct my Employer to: (i) make deductions from my pay at the frequency and in the amount specified below; (ii) exclude these deductions from my pay when calculating the amount of income tax to be deducted at source; and (iii) forward them to Mackenzie Investments on my behalf for investment in an RRSP registered in the name of the Planholder as shown in Section 2.

Frequency of RRSP Payroll Deductions

Weekly 52 deductions per year
 Bi-Weekly 26 deductions per year
 Monthly 12 deductions per year
 Other _____

Employee Contribution Amount \$ _____ Employee I.D. Number (if applicable) _____

Plan Sponsor Contribution (if applicable) \$ _____

5. INVESTMENT INSTRUCTIONS *For each fund selected, please check (✓) desired purchase option and specify allocation*

FUND NUMBER	FUND NAME	PURCHASE OPTIONS					SALES CHARGE	ALLOCATION
		REDEMPTION CHARGE (✓)	LOW LOAD 3 PURCHASE OPTION (✓)	LOW LOAD 2 PURCHASE OPTION (✓)	OTHER PURCHASE OPTION			
						%	%	
						%	%	
						%	%	
						%	%	
						%	%	

¹SCS – Sales charge purchase option (Front end load)

Please check this box if you wish to receive confirmations of systematic transactions or distributions. Systematic transactions and distributions are reported on your semi-annual statement.

6. AUTOMATIC TRANSFER/EXCHANGE PROGRAM INSTRUCTIONS

Transfer my 10% free annual redemption amount to the fund(s) specified below*:

To commence (DD MMM YYYY) Frequency: Monthly Bi-Monthly Quarterly Semi-Annually Annually

	Fund Number	Fund Name	Fund Number	Fund Name
From <input type="text"/>	<input type="text"/>	<input type="text"/>	To <input type="text"/>	<input type="text"/>
Account Number			Account Number	Exchange Fee
				%

*I understand that my dealer will be paid a higher trail commission after the transfer: generally 0.5% on fixed income funds and 1% on all others. More information is contained in the funds' simplified prospectuses.

7. BENEFICIARY DESIGNATION *Applicable only to Mackenzie Registered Plans*

A In the event of my death I designate my spouse as my beneficiary and the person entitled to receive my interest in my Mackenzie Retirement Savings Plan, and I select the following payment method for my spouse.

B In the event that I have not designated a spouse and my spouse is not entitled to the benefits under my Plan, I hereby designate the following person as my designated beneficiary and the person entitled to receive my interest in my Mackenzie Retirement Savings Plan if living at my death. I reserve the right to revoke this designation.

Transfer to Surviving Spouse Lump Sum Payment

Spouse's Name

1. Name Relationship %

2. Name Relationship %

3. Name Relationship %

Spouse's Social Insurance Number

In the absence of a designated beneficiary, the proceeds of this Plan will be paid to your Estate. The designation of a beneficiary is subject to the laws of each jurisdiction. Not applicable in Québec.

8. SIGNATURE *Please read carefully, sign and date*

To: Mackenzie Financial Corporation

I have engaged the dealer as my agent. I understand that if I choose the sales charge purchase option (front end load), I agree to pay a commission which is deducted from my original purchase amount. If I choose the redemption charge purchase option (back end load), I request that the sales commission described in the simplified prospectus be paid to my dealer and I agree that I may be required to pay a redemption charge upon withdrawal, as specified. In addition, I authorize the payment of the trailing sales commissions described in the simplified prospectus be paid to the dealer on my behalf. If I am transferring a registered plan from another financial institution to Mackenzie, and Mackenzie receives payment for my securities but the rest of my application is not complete, I authorize Mackenzie to invest my money in Mackenzie Canadian Money Market Fund so that I will earn interest until my order is complete.

I understand that as agent for the funds, Mackenzie reserves the right to accept or reject any purchase order within one day following the receipt of the order. I acknowledge receipt of the current prospectus of the fund(s) ordered.

I authorize the use of my social insurance number for tax reporting, identification and record keeping purposes.

To: B2B Trustco

Please apply to register my membership in the Mackenzie Retirement Savings Plan (hereinafter referred to as "the Plan") under the *Income Tax Act* (Canada) and, if applicable, under any provincial income tax legislation. I have read and agree to the terms of the Declaration of Trust governing the Plan on the back of this application and to all amendments that I may receive to these terms in the future.

Privacy Protection

By signing this application form, I acknowledge reading the Privacy Protection Notice on the reverse side of this application form and I consent to my personal information being collected, held, used and disclosed by Mackenzie in the ways and for the purposes identified in the Privacy Protection Notice. If I have provided information concerning my spouse and/or my beneficiary, I confirm that I am authorized to provide such information.

I have requested that this application form and all relating documents be in English.

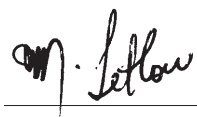
J'ai demandé que ce formulaire d'adhésion ainsi que tous les documents connexes soient rédigés en anglais.

Planholder Signature Date (DD MMM YYYY)

Member Signature Date (DD MMM YYYY)
(Required only if this is a spousal plan)

FOR FINANCIAL ADVISOR/DEALER USE ONLY		Account Type Detail: <input type="checkbox"/> D Discount Brokerage Account <input type="checkbox"/> F Fee Based Account <input type="checkbox"/> M Discretionary Managed Account
Dealer Number <input type="text"/>	Dealer Name <input type="text"/>	
Representative Number <input type="text"/>	Representative Name <input type="text"/>	
Dealer Account Number <input type="text"/>	Dealer Authorization/Representative Signature <input type="text"/>	
		Date (DD MMM YYYY) <input type="text"/>

B2B Trustco



Authorized Signature of Acceptance

MACKENZIE RETIREMENT SAVINGS PLAN DECLARATION OF TRUST

We, B2B Trustco, are a trust company continued under the laws of Canada with our head office located at 199 Bay Street, Suite 600, PO Box 279 STN Commerce Court, Toronto, Ontario M5L 0A2. You are the planholder named in the Multi-Plan Application ("your Application"). If you have selected an RSP, LRSP, LIRA or RLSP as a type of account on your Application, we will act as the trustee of a **Mackenzie Retirement Savings Plan** ("your Plan") for you, the annuitant of your Plan, on the following terms and conditions.

- 1. Acceptance and Registration:** If we agree to act as trustee of your Plan, we will apply to register your Plan under the *Income Tax Act* (Canada) (the "Tax Act") as a registered retirement savings plan ("RRSP"). You will be bound by the terms and conditions imposed on your Plan by all applicable legislation. If we decline to act as trustee, you or a Dealer (as defined below) will be notified and any amounts received by us as contributions will be returned.
- 2. Purpose:** We will hold contributions accepted by us for your Plan, investments made with those amounts and any income and capital gains realized in respect of those investments in trust for the purpose of providing you with a retirement income in accordance with the Tax Act.
- 3. Dealer:** In this declaration, a "Dealer" refers to an individual or entity acting (or representing that it acts) in connection with your Plan as your investment advisor, broker or dealer, or on behalf of your investment advisor, broker or dealer. You acknowledge that a Dealer is your agent and when acting (or representing that it acts) as a Dealer is not our agent or the agent of any of our affiliates. We are entitled to accept and act on any notice, authorization or other communication that we believe in good faith to be given by you or a Dealer on your behalf. We are under no obligation to verify that a Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.
- 4. Your Responsibility:** You are responsible for:
 - (a) selecting investments for your Plan and assessing the merits of those investments, obtaining appropriate advice in respect of these matters or authorizing a Dealer to do these things on your behalf;
 - (b) ensuring that contributions to your Plan do not exceed the maximum contribution limits permitted by the Tax Act;
 - (c) providing us with information relevant to whether an investment held is a non-qualified investment under the Tax Act;
 - (d) ensuring that the investments held in your Plan are at all times qualified investments for your Plan under the Tax Act and immediately notifying us if an investment held in your Plan is or becomes a non-qualified investment for your Plan under the Tax Act.

You acknowledge and accept responsibility for these matters and undertake to act in the best interest of your Plan. You confirm that we are not responsible for your failure to comply with any of these matters or for any related loss in the value of your Plan. You confirm that we are not responsible for any related taxes, interest or penalties imposed on you or your Plan, except for those taxes, interest and penalties, if any, imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act. You acknowledge that a Dealer or any other person from whom you obtain investment, tax or other advice is your agent and when acting (or representing that it acts) as a Dealer or your advisor is not our agent or the agent of any of our affiliates. You will take all necessary measures to immediately liquidate any non-qualified investment under the Tax Act, and in the alternative, hereby authorize us to liquidate, or to give instructions to any other party to liquidate, any non-qualified investments under the Tax Act, but in no event shall we be obligated to liquidate or to give instructions to liquidate except as specifically authorized by you in writing.

- 5. Our Responsibility:** We are ultimately responsible for the administration of your Plan. We are not authorized to select investments for your Plan and will not assess the merits of any investment selected by you or a Dealer. We are not responsible for providing any investment, tax or other advice to you or a Dealer; nor are we responsible for any advice that you obtain from a Dealer or any other source. Except for those taxes, interest and penalties imposed on you by the Tax Act that are not reimbursable to us from your Plan under the Tax Act, if any, and notwithstanding any other provision of this declaration, we shall not be liable for any taxes, interest and penalties suffered as a result of any act done by us in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. Notwithstanding any other provision of this declaration, we shall not be liable for any loss suffered as a result of any act done by us in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. We are under no obligation to verify that any person is properly authorized to act as your Dealer, agent or legal representative or is otherwise authorized to act on your behalf.
- 6. Contributions to your Plan:** You or, where applicable, your spouse may make contributions to your Plan. If your Plan is a Group RSP as indicated in your Application, the company named in your Application for the purposes of Group RSPs may remit contributions to your Plan on behalf of you or your spouse. We will also accept contributions by way of a transfer to your Plan from any source permitted by the Tax Act from time to time. We may accept or for any reason refuse to accept all or any portion of a contribution or transfer of cash, securities or other investments to your Plan. No contribution or transfer will be accepted after December 31 of the year in which you reach the maximum age for maturity specified by the Tax Act.
- 7. Investments:** We may accept and act on any investment instructions that we believe in good faith to be given by you or a Dealer on your behalf. The assets of your Plan will be invested and reinvested from time to time according to your investment instructions or those of a Dealer in securities of mutual funds managed by Mackenzie Financial Corporation (the "Administrator") or such other investment as we may permit from time to time. We are not authorized to select investments for your Plan and will not assess the merits of the investments selected by you or a Dealer. In selecting investments for your Plan, you will not be limited to those investments authorized by legislation governing the investment of property held in trust. However, you may be limited by policies and requirements imposed by us from time to time, such as the requirement to provide documentation and the requirement to comply with those policies and procedures currently imposed in connection with securities held in your Plan and the requirement to provide information concerning whether an investment held is a non-qualified investment under the Tax Act. Notwithstanding any other provision in this declaration, we may for any reason refuse to act on any investment instruction, in which case you or a Dealer will be notified, and we will not be liable for any resulting loss. In the absence of satisfactory investment instructions, cash received by us in connection with your Plan will be converted into the currency denomination of your Plan and invested in units of a money market fund managed by the Administrator. If it is necessary for cash or other assets held in your Plan to be converted to another currency, we, our affiliate, our agent or a person engaged by us may act as principal on our or its own behalf and not on your behalf to convert the currency at the rate established by us or it for the relevant conversion date. In addition to commissions that may be charged for this service, any revenue earned by us or other service provider based on the difference between the applicable bid/ask rates and the cost of currency will be for our account or the account of the other service provider.
- 8. Withdrawals and Refunds:** Following receipt of satisfactory instructions from you or a Dealer, we will make a payment from your Plan to: (a) you or your spouse, as applicable, to reduce taxes otherwise payable under Part X.1 of the Tax Act in respect of over-contributions to RRSPs or under Part XI.01 of the Tax Act; or (b) you. If the value of your Plan is less than \$500, we may make a payment to you

from your Plan equal to the value of your Plan. We may transfer or realize any investment of your Plan selected by us for the purpose of making a payment to you or your spouse and will not be liable for any resulting loss. Payments will be made net of all proper charges including tax required to be withheld. If your Plan does not have sufficient cash to pay these charges, we will be entitled to require you to pay these charges.

- 9. Transfers from your Plan:** Following receipt of satisfactory instructions from you or a Dealer, we will transfer all or part of the assets of your Plan (less all proper charges) to the issuer or agent of the issuer of an RRSP or a registered retirement income fund ("RRIF"), as instructed. If your Plan is a Group RSP as indicated in your Application, you hereby appoint the company named in your Application for the purposes of Group RSPs, as your agent for the purpose of instructing us to transfer the assets of your Plan and signing documents necessary to effect the transfer. If we receive instructions to transfer some of the assets of your Plan, we may request instructions to transfer all the assets of your Plan and we may delay the transfer until after we receive the requested instructions. If we have not received the requested instructions within 30 days of our request or if the issuer of the recipient plan refuses to accept the transfer of any assets of your Plan, the assets that have not been transferred may, at our option, be transferred or paid to you (less taxes required to be withheld and any other proper charges). We will make an effort to provide the issuer of any recipient plan with all relevant information in our possession. We will make an effort to sell or transfer specific investments of your Plan to effect the transfer as instructed. In the absence of satisfactory instructions, we may sell or transfer any investments of your Plan selected by us to effect the transfer and will not be liable for any resulting loss. The transfer of assets will be made subject to any restrictions under the Tax Act or the terms and conditions of the investments of your Plan.
- 10. Maturity:** On or before December 31 of the year in which you reach the maximum age for maturity specified by the Tax Act, the assets of your Plan must be transferred to a RRIF or liquidated and the proceeds (less all proper charges) used to acquire an annuity that conforms with the Tax Act. If you or a Dealer do not provide us with satisfactory instructions by September 30 of that year, you will be deemed to have instructed us to transfer the assets of your Plan on or before December 31 of that year to a RRIF. We will act as your attorney to execute documents and make elections necessary to establish the RRIF. However, if the issuer of the RRIF does not accept the transfer, the assets of your Plan will be paid or transferred to you (less taxes required to be withheld and any other proper charges).
- 11. Annuity:** An annuity purchased with the assets of your Plan must conform to the requirements of the Tax Act which, among other things, requires the annuity to provide equal annual or more frequent periodic payments to you, or to you until your death and then to your spouse, until there is a payment in full or partial commutation of the annuity and where the commutation is partial, equal annual or more frequent periodic payments afterwards except for adjustments permitted by the Tax Act. Payments may not exceed a term of years equal to 90 minus either your age (in whole years) or, if your spouse is younger than you, your spouse's age (in whole years) at the time the annuity is established. Payments to your spouse in any year after your death may not be greater than payments made in a year before your death. If the annuity becomes payable to a person other than you or your spouse, the value of payments must be commuted.
- 12. Beneficiary Designation:** If you are domiciled in a jurisdiction by law permits you to validly designate a beneficiary other than by Will, you may designate a beneficiary to receive the proceeds of your Plan in the event of your death before the maturity of your Plan. You may make, change or revoke your designation by written notice to us signed by you in a form acceptable to us. Any designation, amended designation or revoked designation will be valid on the day following its receipt by us.
- 13. Death:** Upon receipt of satisfactory evidence of your death, we will hold the assets of your Plan for payment in a lump sum to your designated beneficiary if that person was living on the date of your death. If you have not designated a beneficiary or if your designated beneficiary predeceases you, the assets of your Plan will be paid to your legal representatives. The lump sum payment will be paid subject to the deduction of all proper charges after we receive all releases and other documents that we request.
- 14. Prohibition:** Except as specifically permitted under the Tax Act, no advantage that is conditional in any way on the existence of your Plan may be extended to you or a person with whom you do not deal at arm's length. You may not engage in any transaction, investment, payment or transfer which is or may be an advantage, an RRSP strip or a swap transaction under Part XI.01 of the Tax Act. Retirement income under your Plan may not be assigned in whole or in part. The assets of your Plan may not be used as security for a loan except as permitted by us. We will not make any payments from your Plan except those specifically permitted under the provisions of this declaration or the Tax Act or required by law. We reserve the right to prohibit any transaction, investment, payment or transfer, whether an advantage, an RRSP strip or a swap transaction under the Tax Act, or such other payment or transfer which is or may be prohibited or penalized under the Tax Act.
- 15. Date of Birth and Social Insurance Number:** The statement of your and, if applicable, your spouse's birth date and social insurance number on your Application is deemed to be a certification of its truth and your undertaking to provide proof if requested by us.
- 16. Accounting and Reporting:** We will maintain an account of your Plan reflecting, with appropriate dates: (a) contributions to your Plan; (b) the name, number and cost of investments purchased or sold by your Plan; (c) distributions received by your Plan; (d) cash; (e) withdrawals, transfers and expenses paid from your Plan; and (f) the balance of your account. We will send you a statement of your account at least once a year. Before April of each year, we will provide any applicable tax reporting required to be filed with your or your spouse's personal income tax return for the previous year.
- 17. Fees and Expenses:** We may charge you or your Plan fees as published by us or the Administrator from time to time. We will give you at least 30 days notice of any change in our account fees. In addition, we are entitled to charge your Plan fees for out-of-the-ordinary services requested by you or a Dealer in connection with your Plan and we are entitled to reimbursement from your Plan for all disbursements, expenses and liabilities incurred by us in connection with your Plan except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act. Without limiting the generality of the foregoing, these fees, disbursements, expenses and liabilities may include: brokerage fees and commissions, custodian fees, administration fees and redemption fees incurred in connection with investments held in your Plan; investment advisory fees paid to a Dealer; legal and accounting fees; fees in connection with financial arrangements made to facilitate the conversion of currency; and taxes, interest and penalties imposed on your Plan except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act. We are entitled to deduct the unpaid fees, disbursements, expenses and liabilities from the assets of your Plan or, except where prohibited by the Tax Act, any other account held by you with us or any of our affiliates and for this purpose we are authorized, but not obliged, to realize sufficient assets of your Plan or such other account selected by us. We will not be responsible for any resulting loss. Except where prohibited by the Tax Act and notwithstanding any other provision of this declaration, we are entitled to deduct from any other account held by you with us or any of our affiliates those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act.
- 18. Tax imposed on you or your Plan:** If your Plan becomes liable for tax, interest or penalties under the Tax Act or provincial legislation, we may sell any investment of your Plan to pay the liability. We may, but are not obliged to, sell or otherwise dispose of any investment of your Plan to avoid or minimize the

imposition of tax, interest or penalties on you or your Plan. Except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Plan under the Tax Act, if any, we will not be liable for any tax, interest or penalty imposed on you or your Plan. We will not be liable for any loss resulting from the disposition or failure to dispose of any investment held by your Plan.

19. **Delegation of Duties:** Without detracting in any way from our responsibility, we may appoint agents (including our affiliates) and may delegate to our agents the performance of any of our duties or responsibilities under this declaration including but not limited to administrative duties such as accepting contributions to your Plan, executing investment instructions, safekeeping the assets of your Plan, account and record keeping, preparing and issuing statements and tax receipts, communicating with you, a Dealer or legal representatives and responding to your or their concerns. We may also employ or engage accountants, brokers, lawyers or others and may rely on their advice and services. We will not be liable for the acts or omissions of any of our agents, advisors or service providers and will not be liable for the acts or omissions of a Dealer or any of your other agents, advisors or service providers. We may pay to any agent, advisor, service provider or Dealer all or part of the fees received by us under the provisions of this declaration and/or a fee calculated by reference to currency converted in your Plan.
20. **Indemnity:** None of us, our officers, employees and agents will be liable for and are indemnified by you and your Plan from and against all expenses, liabilities, claims, losses and demands of any nature arising out of the holding of the assets of your Plan; the dealing with the assets of your Plan in accordance with instructions which we, our officers, employees or agents believe in good faith to be given by you or a Dealer or other agent; making financial arrangements to settle trades; and the sale, transfer or release of assets of your Plan in accordance with this declaration, unless caused by or resulting from our dishonesty, bad faith, willful misconduct or gross negligence.
21. **Amendments:** From time to time, we may amend this declaration with the approval of the Canada Revenue Agency provided that the amendment does not disqualify your Plan as an RRSP under the Tax Act or other legislation. Any amendment to ensure that your Plan continues to comply with the Tax Act or other legislation will be effective without notice. Any other amendment will be effective not less than 30 days' after notice has been provided to you.
22. **Successor Trustee:** We may resign and be discharged from all duties and liabilities under this declaration by giving written notice to the Administrator. The Administrator is initially nominated to appoint a company as successor trustee. If the company appointed by the Administrator does not accept the office of trustee of your Plan within 30 days' of being appointed, then we may nominate you to appoint a successor trustee by providing notice to you. Upon acceptance of the office of trustee of your Plan, the successor trustee will be trustee of your Plan as if it had been the original declarant of your Plan and your Plan continues in full force and effect with the successor trustee. At the time of the appointment of the successor trustee, we will be relieved of all duties and liabilities under this declaration. If you are unable to appoint a successor trustee who accepts the office of trustee of your Plan within 60 days' of you being nominated to appoint a successor trustee, the assets of your Plan net of all proper charges will be withdrawn from your Plan and transferred to you and we will be relieved of all duties and liabilities under this declaration.
23. **Notice to you:** Any notice, request or other communication required or permitted to be given to you by us must be in writing and will be sufficiently given if it is sent by pre-paid mail, telecopier, electronic mail or other form of electronic transmission addressed to you at the address provided on your Application or subsequently provided by you or a Dealer in a notice to us. For greater certainty, we are not responsible for verifying the accuracy or currency of any address provided to us. Any notice, request or other communication will be deemed to have been given to you and received by you on the day of mailing or transmission.
24. **Notice to us:** Except as otherwise provided in this declaration, any notice, request or other communication required or permitted to be given to us by you or a Dealer must be in writing and will be sufficiently given if it is in a form satisfactory to us and is received by the Administrator by pre-paid mail, courier or telecopier addressed to us or the Administrator at the address for the Administrator last provided to you. We are permitted but not obliged to accept and act on a notice, request or other communication given to us by you or a Dealer by internet, electronic transmission or telephone. We may for any reason refuse to act on any notice, request or other communication given to us by you or a Dealer and we will not be responsible for any resulting loss. Any notice, request or other communication given to us will be deemed to have been given to us and received by us at the time of actual receipt by the Administrator.
25. **Locked-in Plans:** If "locked-in" assets are transferred to your Plan in accordance with applicable pension legislation, this declaration will include the additional provisions contained in the attached "Locking-in Supplement for a LIRA or Locked-in RSP or RLSP". In the event of any inconsistency between the provisions of the supplement and the provisions of this declaration, the provisions of the supplement apply.
26. **Language:** You have requested that your Application, this declaration and all ancillary documents be provided to you in English. Vous avez exigé que votre demande, la présente déclaration et tous les documents accessoires vous soient fournis en anglais.
27. **Governing Laws:** This declaration will be governed, construed and enforced in accordance with the laws of Ontario and Canada except that the word "spouse" as used in this declaration refers to a person recognized as your spouse or common law partner for the purposes of the Tax Act.
28. **Specimen Plan:** RSP 417-002.

Revised: March 2012

PRIVACY PROTECTION NOTICE

Mackenzie Financial Corporation (referred to in this Notice as "we", "us", "our", and "Mackenzie") has always been committed to protecting the privacy of personal information that we collect and maintain in the course of carrying on our business. This Notice describes how we collect, hold, use, and disclose your personal information. Please read this Notice and contact us through any of the means listed at the end of the document if you have any questions.

Members of the Mackenzie Group of Companies include any affiliates or successor companies of Mackenzie whose business relates to a purpose identified in this Notice.

In this Notice, your "Dealer" refers to an individual or entity acting or representing that it acts in connection with your investments as your investment advisor, broker, or dealer, or on behalf of your investment advisor, broker, or dealer. By applying for one of our products or services, you acknowledge and agree that your Dealer is your agent and not our agent. We are entitled to accept and act on any notice, authorization, or other communication that we believe in good faith to be given by you or your Dealer on your behalf. We are under no obligation to verify that your Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.

1. **Client Record and Personal Information:** We hold the personal information we collect about you (and your spouse and/or beneficiary as applicable) for the purposes identified in this Notice in a record called the "client record". Depending on the investment or service you request, the personal information in your client record may include your name, address, telephone number, social insurance number ("SIN"), birth date, account holdings, and the name, address, and SIN of your spouse and/or

beneficiary among other information. For example, if you have established a pre-authorized payment plan, your financial institution account number is also held in your client record. Where you provide personal information about another individual, you represent to us that you are authorized to disclose such information to us.

2. **Providing Your Personal Information to Us:** When you or your Dealer complete an application form or otherwise open an account with Mackenzie, you are providing personal information to Mackenzie, including, where applicable, personal information concerning your spouse and/or beneficiary, in order to:
 - A. make an investment;
 - B. provide instructions about an investment you have made; or
 - C. receive information related to an investment you have made.Mackenzie collects this personal information, holds it in your client record, uses it, and discloses it for the purposes identified in this Notice.
3. **Collecting, Holding, Using, and Disclosing Personal Information in Your Client Record:** Mackenzie may collect, hold, and use the personal information in your client record as well as collect personal information from and disclose personal information to the third parties identified in paragraph 4 for the following purposes:
 - A. identifying you and ensuring the accuracy of information contained in your client record;
 - B. establishing and administering your account, determining, maintaining, recording, and storing account holdings and transaction information in your client record;
 - C. executing transactions with or through Mackenzie including transferring funds by electronic or other means;
 - D. providing you and your Dealer with account statements, transaction confirmations, tax receipts, financial statements, proxy mailings, registered plan notices, and other information which you or your Dealer may request as needed to service your account;
 - E. verifying information previously given by you with any other organization when necessary for the purposes provided in this Notice;
 - F. processing pre-authorized debit transactions;
 - G. collecting a debt owed to Mackenzie;
 - H. engaging in the financing or sale of all or part of our businesses, reorganizing our businesses, and obtaining and submitting insurance claims; and
 - I. meeting legal and regulatory requirements.
4. **Third Parties:**
 - A. Mackenzie may collect your personal information for the purposes identified in this Notice from third parties such as your Dealer, other companies in the Mackenzie Group of Companies, other financial institutions and mutual fund companies, and from third parties who represent that they have the right to disclose the information.
 - B. Mackenzie may transfer your personal information for the purposes identified in this Notice to our service providers, such as account statement preparation and mailing companies, courier companies, imaging companies, and document storage companies. When Mackenzie transfers personal information to our service providers, we ensure by contractual means that the transferred personal information is used only for the purposes for which the service provider is retained and is protected to the same degree as it is when in our possession. We may use service providers located outside of Canada, and where we do, personal information may be disclosed in accordance with the laws of the jurisdiction in which the service provider is located, including to the government in that jurisdiction and its agencies.
 - C. Mackenzie may disclose your personal information to third parties where permitted or required by law, such as disclosure for tax purposes to the Canada Revenue Agency.
 - D. Mackenzie may disclose your personal information for the purposes identified in this Notice to third parties such as your Dealer, third party service providers, data-processing firms, other companies in the Mackenzie Group of Companies, other financial institutions and mutual fund companies, and group plan administrators. If you wish to withdraw consent to the continuation of this type of information sharing or discuss the implications of such withdrawal, please contact us. Your decision to withdraw consent may prevent Mackenzie from providing or continuing to provide products and services to you because the disclosure to third parties is a necessary part of making the product or service available to you.
5. **Using Your SIN:** By law, Mackenzie is required to use your SIN when submitting tax reports to the Canada Revenue Agency. We may use your SIN as an identifier for reasons such as consolidating your holdings so that fees associated with your account are reduced or are not charged more than once, or that your mailings are delivered in one envelope or are not duplicated. Also, we may share your SIN as a unique identifier for the purposes identified in this Notice to third parties such as your Dealer, group plan sponsor, and third party service providers. If you have any questions or concerns about the use of your SIN please contact us.
6. **Location of Your Client Record:** Your client record is kept in electronic, microfilm, or paper format primarily in Toronto, but it may also be kept in other Canadian locations. To request access to your client record, please contact us.
7. **Changes to Your Personal Information:** Please inform Mackenzie promptly of any change in the personal information that you have provided.
8. **Right to Access and Rectify Personal Information:** You are entitled to access, through a written request, the personal information contained in your client record, subject to limited exceptions set out in law. You may verify this personal information and request that any inaccurate information be corrected. To access and correct your personal information, please contact us.
9. **Resolving Your Questions and Concerns:** If your concerns about access to and/or the correction of your personal information have not been resolved to your satisfaction, or if you have any questions or other concerns about our management of your personal information, you can contact the Privacy Compliance Officer, Mackenzie Financial Corporation, 180 Queen Street West, Toronto, Ontario, M5V 3K1. You may also send an email to privacy@mackenzieinvestments.com. If after contacting the Privacy Compliance Officer your question or concern has not been resolved, we can direct you to the appropriate federal or provincial Privacy Commissioner.

Mackenzie Client Relations:

Telephone: 1-800-387-0614

E-mail: service@mackenzieinvestments.com

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GENERAL INQUIRIES

For all of your general inquiries and account information please call:

ENGLISH	1-800-387-0614
BILINGUAL	1-800-387-0615
ASIAN INVESTOR SERVICES	1-888-465-1668

TTY	1-855-325-7030	416-922-4186
FAX	1-866-766-6623	416-922-5660
E-MAIL	service@mackenzieinvestments.com	
WEB	mackenzieinvestments.com	

Find fund and account information online through Mackenzie Investments' secure InvestorAccess. Visit mackenzieinvestments.com for more information.

