

WHEREAS the shareholder (hereinafter called the “Annuitant”, as defined in the *Income Tax Act* (Canada)) wishes to set up a Registered Retirement Savings Plan (hereinafter called the “Plan”) in accordance with the *Income Tax Act* (Canada) and the *Taxation Act* (Québec) (hereinafter called the “Income Tax Acts”);

WHEREAS Viaction Insurance Inc., a legally incorporated company with its head office in Montréal, province of Québec, is authorized to exercise the activities of trustee (hereinafter called the “Company”) with regard to the contracts for the constitution of an annuity it administers;

WHEREAS the Company hereby accepts to act as trustee for the Annuitant, who has signed the Application and Subscription Form for the Retirement Savings Plan for shareholders of Fondaction, le Fonds de développement de la Confédération des syndicats nationaux pour la coopération et l’emploi (hereinafter called “Fondaction”);

WHEREAS the Annuitant has mandated Fondaction as their representative with the Company for the purpose hereof;

NOW, THEREFORE, the Annuitant and the Company agree as follows:

Section 1 – Eligibility

Any individual no more than 71 years of age, or any other age limit stipulated by the *Income Tax Act* (Canada), may enrol in the Plan by completing and signing the Application and Subscription Form. By entering the Annuitant’s date of birth on this form, the Annuitant certifies this date and commits to providing additional proof that may subsequently be reviewed.

Section 2 – Registration

The Company shall be responsible for administering the Plan and registering it with the taxation authorities. No advantage, such as this term is defined in section 207.01(1) of the *Income Tax Act* (Canada), and that is conditional in any way on the existence of the Plan, may be extended to the Annuitant or to a person with whom the Annuitant is dealing at arm’s length.

Section 3 – Definition of spouse

The term “Spouse” includes any individual who is recognized as the legal “spouse” or “common-law partner” under the provisions of the *Income Tax Act* (Canada).

Section 4 – Eligible investments and the Annuitant’s account

Fondaction Class “A”, Series 1 shares and fractional shares are the only types of contribution eligible for the Plan. The Annuitant, or where applicable, their contributing spouse, may from time to time make contributions to the Company. The Company shall maintain a separate account for the Annuitant at all times.

The Annuitant has the right to withdraw all or part of the capital accumulated for the payment of an annuity, which right may be exercised in accordance with the act establishing Fondaction by submitting an application for the redemption, purchase by agreement or transfer of Fondaction Class “A”, Series 1 shares or fractional shares, but the exercise thereof shall have the effect of correlatively reduce the Company’s obligations.

Section 5 – Annuitant’s responsibility

The Annuitant, or where applicable, their contributing spouse, shall be responsible for ensuring that the contribution amounts do not exceed the maximum amount permitted under the Income Tax Acts. The Company shall assume no responsibility in this regard.

Section 6 – Plan maturity

If, 30 days before the end of the year in which they reach age 71, or any other age limit stipulated by the *Income Tax Act* (Canada), the Annuitant has not provided the Company with written instructions as to the form of their retirement income, the Company shall convert the redemption value of the Class “A”, Series 1 shares and fractional shares to an immediate monthly annuity with a 10-year guarantee, established on the life of the Annuitant. To this end, the Annuitant irrevocably appoints the Company as their mandatary for the purpose of enabling them to submit to Fondaction any redemption application required for such conversion.

The amount of the monthly annuity shall be equal to:
$$\frac{\text{Redemption price of Fondaction Class “A”, Series 1 shares and fractional shares}}{\text{divided by 295}}$$

The redemption price of Fondaction Class “A”, Series 1 shares and fractional shares used herein is defined in the prospectus.

Any purchase, redemption or transfer of Fondaction Class “A”, Series 1 shares or fractional shares prior to conversion reduces the amount available for annuity payments correlatively. Moreover, an annuity may not be paid if the provisions of the *Unclaimed Property Act* apply.

Section 7 – Over-contributions

Upon the Annuitant’s written request, the Company shall transfer into the Annuitant’s non-registered share account all the necessary funds to reduce the taxes that would otherwise be payable under Part X.1 of the *Income Tax Act* (Canada), when the Annuitant’s RRSP contributions exceed the amounts stipulated in the *Income Tax Act* (Canada).

Section 8 – Retirement income

Prior to maturity, the Plan shall make no provision for the payment to the Annuitant of any benefit other than the retirement pension or refund of premiums (contributions). After maturity, the Plan shall make no provision for the payment to the Annuitant of any premium (contribution), or benefits other than the retirement income or total or partial conversion of the retirement income as provided for in the Plan as part of a conversion stipulated under the Income Tax Acts.

Payment of the retirement income to the Annuitant shall only be made as equal periodic payments at intervals not exceeding one year, up until payment is made from the total or partial conversion of the retirement income, and thereafter, in the event of partial conversion, as equal periodical payments at intervals not exceeding one year.

Every payable pension under this Plan that becomes payable to a person other than the Annuitant under this Plan shall have to be converted.

No retirement income provided for under the Plan may be assigned in whole or in part.

Section 9 – Restriction in the event of the Annuitant’s death

The total of the periodic retirement pension payments made during the year following the death of the first Annuitant must not exceed the total amount of payments made during each year before death.

Section 10 – Benefits in the event of the Annuitant’s death

In the event of the Annuitant’s death, the Company shall pay death benefits to the designated beneficiary or beneficiaries or to the Annuitant’s estate, where applicable. Any purchase, redemption or transfer of Fondation Class “A”, Series 1 shares or fractional shares prior to the death reduces death benefits correlatively. The Company is authorized to redeem Fondation Class “A”, Series 1 shares and fractional shares to pay death benefits.

The death benefits will be paid in one or more lump sums from the Plan’s assets or, if applicable, from the value of payments remaining to be made as a monthly life annuity during the remaining 10-year guarantee period. Payment of the death benefits may also be made by delivery of the Fondation Class “A”, Series 1 shares and fractional shares comprising the Plan assets, rather than by payment of one or more lump sums.

Where there is more than one beneficiary entitled to the death benefits, payment is made in proportion to the percentage or share of each beneficiary, and the value of the death benefits is that applicable to each application deemed complete and processed by the Company.

No interest is payable on the death benefits payment.

Section 11 – Changes to the Plan

The Company may amend this Plan to ensure that it complies with registration conditions of the Income Tax Acts at all times, and any amendment shall have been approved by the Canada Revenue Agency.
In addition, the Company may, from time to time, amend the terms and conditions of this Plan after reaching an agreement with Fondation.

Section 12 – Responsibility of the Company

The ultimate responsibility for the Plan rests with the Company.

With the exception of negligence on its part, the Company shall not be liable for any action or omission, nor for any loss or depreciation in the value of the investments.

Section 13 – Change of trustee

Subject to applicable provisions of the Income Tax Acts, each of Fondation and the Company may unilaterally terminate its agreement with the other party upon a 6 months notice. Fondation shall be responsible for replacing the Company by appointing a new trustee.
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Appendix

WARNING REGARDING THE USE OF LOANS

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 under its terms remains the same even if the securities decrease in value.

VIACTION AND FONDATION STATEMENT

Viaction Insurance Inc (“Viaction”) and Fondation, le Fonds de développement de la Confédération des syndicats nationaux pour la coopération et l’emploi (“Fondation”) declare that pursuant to the Trustee, Registrar and Outsourcing Services Agreement (the “Agreement”) binding them, they have agreed that Fondation shall assume the following tasks for and on behalf of Viaction: administrative tasks associated with the function of registrar, the issuance of Registered Retirement Savings Plans (RRSPs) and the contracts for the constitution of an annuity under which they are issued; administrative tasks associated with the designation of beneficiaries; administrative tasks associated with the bookkeeping for Viaction as the registrar, issuer of RRSPs and insurer and trustee for contracts for the constitution of an annuity; the mailing of investment statements and tax slips to contributing shareholders; the provision of required forms; the maintenance and administration of a customer service team for shareholders and Fondation representatives (FRs); the digitization and storage of documents relating to such tasks; and the management and administration of computer systems. Consequently, some of the tasks that the shareholder or the contributing spouse (spousal RSP) authorizes Fondation to perform under this form shall be performed by Fondation for and on behalf of Viaction. The shareholder or the contributing spouse (spousal RSP) may obtain a copy of the Agreement free of charge by consulting the Fondation documents published on the SEDAR+ website (www.sedarplus.com).