



# Deferred Profit Sharing Plan

---

## Plan Sponsor Set-up Form

- Only plan sponsor contributions are permitted
- No mandatory minimum contribution
- Connected persons\* are not permitted to participate in the plan

\*Connected persons: anyone who owns at least 10% of any class of the company's shares or does not deal at arm's length with the plan sponsor or is related to a connected person.

# DEFERRED PROFIT SHARING PLAN (DPSP) SPONSOR SET-UP FORM



|   |  |
|---|--|
| <b>SPECIAL INSTRUCTIONS TO MACKENZIE</b><br>Group No. _____   |  |
| 1. TYPE OF PLAN ( <i>mandatory</i> ) <input type="checkbox"/> Combination Group RRSP and DPSP <input type="checkbox"/> DPSP   |  |
| 2. APPLICATION TYPE<br>Select One<br><input type="checkbox"/> New Plan (complete all sections)<br>Effective date of Plan (mandatory)<br><div style="border: 1px solid black; width: 200px; height: 30px; margin: 5px 0;"></div> <i>(Date the first contributions are in reference to)</i>   |  |
| <input type="checkbox"/> Application to transfer an existing plan to Mackenzie Group Plans<br><i>(Please attach copy of existing plan document and any amendments if applicable)</i><br>Original effective date of Plan _____<br>Effective date of transfer _____<br>Canada Revenue Agency (CRA)<br>Federal Registration Number _____   |  |
| 3. GENERAL INFORMATION<br>Plan Sponsor's (Employer's) Full Legal Corporate Name _____<br>Nature of Business _____ Company Year End _____<br>Is Plan Sponsor a <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other    Does the Plan Sponsor have a Board of Directors <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Date of Plan Sponsor's Resolution Approving the Plan _____ CRA Business Number _____<br>Plan Sponsor's Address<br>Street _____<br>City _____ Province _____ Postal Code _____<br>Person authorized by the Plan Sponsor as the Administrative Contact _____<br>Telephone Number _____ Fax Number _____ Email address _____<br>Executive Contact Person _____<br>Telephone Number _____ Fax Number _____ Email address _____<br>Membership<br>No. of Employees that are Expected to be a Member in the Plan _____   |  |
| 4. VARIABLE TERMS OF DPSP   |  |
| 1. Eligible Employees<br>a) Class(es) of employees to be included*<br><input type="checkbox"/> All <input type="checkbox"/> Salaried <input type="checkbox"/> Hourly <input type="checkbox"/> Executive<br><input type="checkbox"/> Other _____<br><b>*Connected persons are not eligible to participate in the DPSP.</b> Connected Person includes an individual who owns directly or indirectly 10% or more of the issued shares of any class of the capital stock of the Plan Sponsor or any other corporation related to the Plan Sponsor, who does not deal at "arms length" with the Plan Sponsor as defined in the Income Tax Act, or is a specified shareholder of the Plan Sponsor under paragraph (d) in subsection 248(1) of the Income Tax Act. A connected person also includes any individual connected by blood, marriage or adoption to such a person.<br>b) Employees hired prior to the effective date are eligible to join the Plan immediately, provided they have completed _____ of continuous service. Please insert "n/a" if no waiting period.<br>c) Employees not eligible on the effective date under (b) and the employees hired on or after the effective date are eligible to join the Plan on the first day of the month (coincident with or next) following the completion of _____ of continuous service.<br>Please insert "n/a" if no waiting period. | 2. Contributions will be made<br><input type="checkbox"/> By reference to profits (only current year's profits can be used); or;<br><input type="checkbox"/> Out of profits (if there are no profits in current year retained earnings can be used)<br>For the purposes of determining the amount of contributions to be made in respect of each Member, the Plan Sponsor may designate any corporation with which it does not deal at arm's length, if it wishes to use those corporation's profits (in addition to its own) for the purposes of calculating the Plan Sponsor's contributions to the Plan. Actual contributions must be paid by the Plan Sponsor. Select one.<br><input type="checkbox"/> <b>Option A:</b> The amount of contributions to the Plan will be calculated by reference to the Plan Sponsor's profits alone.<br><input type="checkbox"/> <b>Option B:</b> The amount of contributions to the Plan will be calculated by reference to the Plan Sponsor's profits and the following corporation(s) (with which the Plan Sponsor does not deal at arm's length):<br>Name of Corporation(s): _____ |
| 3. Withdrawals<br>Does the Plan Sponsor wish to allow Members to withdraw vested amounts from the Plan?<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, would you like a min. of \$500 to be left in the account? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, would you require Employer consent? <input type="checkbox"/> Yes <input type="checkbox"/> No   |  |
| Mackenzie Investments   180 Queen Street West, Toronto, Ontario M5V 3K1   <b>White</b> Mackenzie Investments   <b>Pink</b> Member   <b>Blue</b> Plan Sponsor   <b>Yellow</b> Advisor  |  |

4. VARIABLE TERMS OF DPSP (cont'd)

5. Contribution Options Select one.

Option A (Complete % and \$ amounts)

An amount equal to the lesser of \_\_\_\_\_% of the Member's compensation received from the Plan Sponsor for the year and \$\_\_\_\_\_. Subject to the contribution restrictions set out under subparagraph 147 (5.1) (a) of the Income Tax Act (Canada), the Plan Sponsor may, in its sole discretion, contribute additional amounts in respect of a Member.

Option B (Complete % amount)

An amount equal to \_\_\_\_\_% of the Member's compensation received from the Plan Sponsor for the year. Subject to the contribution restrictions set out under subparagraph 147 (5.1) (a) of the Income Tax Act, the Plan Sponsor may contribute in its sole discretion, additional amounts in respect of a Member.

Option C An amount determined in accordance with the Plan Sponsor's policy consistently applied. [Note: If Option C is selected, please attach details of the Plan Sponsor's policy to ensure that this policy is included in the information provided to Members of the Plan.]

6. Vesting Options Select one.

Option A Any amount allocated to a Member will vest irrevocably to the Member on the later of

- i) the time of the allocation; or
ii) the earlier of

- a) the day on which the Member completes a period of \_\_\_\_\_ (max. 24 months) consecutive months as a Member and such period will include the period during which the Member was a Member under another deferred profit sharing plan for which the Plan can reasonably be considered to have been substituted;
b) the day the Member ceases to be an employee of the Plan Sponsor due to the inability of the Member to perform his or her usual duties of employment with the Plan Sponsor by reason of physical or mental impairment which, in the opinion of a physician selected by the Plan Sponsor, can be expected to reduce the life expectancy of the Member or to be of long-continued or indefinite duration which prevents the Member from engaging in uninterrupted employment with the Plan Sponsor.

- c) the day the Member ceases to be an employee of the Plan Sponsor due to retirement at age 65 or an earlier age which is consistent with the Plan Sponsor's policy;
d) the death of the Member; or
e) the termination of the Plan.

Option B

Any amount allocated to a Member will vest irrevocably to the Member on the later of:

- i) the time of the allocation; or
ii) the earlier of
a) the day on which the Member completes a period of \_\_\_\_\_ (max. 24 months) consecutive months of employment with the Plan Sponsor and such period will include the period during which the Member was an employee of a corporation designated by the Plan Sponsor with which the Plan Sponsor does not deal at arm's length;
b) the day the Member ceases to be an employee of the Plan Sponsor due to the inability of the Member to perform his or her usual duties of employment with the Plan Sponsor by reason of physical or mental impairment which, in the opinion of a physician selected by the Plan Sponsor, can be expected to reduce the life expectancy of the Member or to be of long-continued or indefinite duration which prevents the Member from engaging in uninterrupted employment with the Plan Sponsor.
c) the day the Member ceases to be an employee of the Plan Sponsor due to retirement at age 65 or an earlier age which is consistent with the Plan Sponsor's policy;
d) the death of the Member; or
e) the termination of the Plan.

Option C Any amount allocated to a Member will vest irrevocably to the Member at the time of allocation.

Forfeiture Amounts: Forfeited amounts arising upon termination of employment of a Member will be credited to the Plan Sponsor's forfeiture account to be applied in part or full payment of future Plan Sponsor contributions due and/or expenses of the Plan. Please note: If the forfeited amounts were sold on the Deferred Sales Charge (DSC), DSC fees will apply to the amounts transferred to the forfeiture account.

5. AGREEMENT & SIGNATURE

The Plan Sponsor

- i) Agrees to provide Mackenzie Financial Corporation (acting as agent for B2B Trustco) with the data needed to establish and maintain a Member's record of participation and benefit entitlement under the Deferred Profit Sharing Plan for the Employees of \_\_\_\_\_;
ii) Understands and agrees that the terms and conditions of the Trust Agreement and the Deferred Profit Sharing Plan for the Employees of \_\_\_\_\_ will govern the determination and payments of the benefits. Further, the Plan Sponsor requests that the Deferred Profit Sharing Plan for the Employees of \_\_\_\_\_ contain the provisions cited on this application;
iii) Requests that B2B Trustco provide the services cited in the Trust Agreement and the Plan Sponsor agrees to pay Mackenzie Financial Corporation (acting as agent for B2B Trustco) the Fees for such services as they become due.

One-time set-up fee \$250.00

The fee is waived if an existing plan is moved to Mackenzie with total plan assets of \$250,000 with average assets per member of \$10,000. (please attach a cheque payable to Mackenzie Financial Corporation)

The following fee will apply in the event of plan wind-up \$10 per Member (minimum \$500)

- iv) Understands and agrees that no transaction requests will be accepted for any Member until the Deferred Profit Sharing Plan has been established and unless Mackenzie Financial Corporation has received a Member Information Form in good order together with the monies being invested for the Member. Under all circumstances transactions will receive the unit price established subsequent to receipt of monies and investment instructions in good order as provided in the simplified prospectus.
v) If a Group RRSP is being established the Plan Sponsor agrees to the attached Group RRSP Terms printed on the back of this Set-Up form.

Signature of Officer or other Authorized Individual Name Title Date
Signature of Officer or other Authorized Individual Name Title Date

For Financial Advisor / Dealer Use Only

Dealer Name Financial Advisor Name
Dealer/Financial Advisor Code Financial Advisor Signature

## GROUP RRSP TERMS

The Plan Sponsor wishes to establish a Group RRSP to be provided by Mackenzie Financial Corporation (“Mackenzie”) on the terms and conditions set out herein.

### Article 1 – Services

#### 1.1. Mackenzie Services

Mackenzie will establish a registered retirement savings plan for each plan member (a “Plan Member”) in respect of which contributions will be remitted by the Plan Sponsor (a “Group Plan Account”).

Mackenzie will receive contributions to the Group RRSP remitted by the Plan Sponsor; allocate such contributions to Group Plan Accounts in accordance with the Plan Sponsor’s instructions; and provide the Plan Sponsor with periodic contribution reports (collectively, the “Services”).

#### 1.2 Plan Sponsor Responsibilities

- (a) The Plan Sponsor agrees to provide Mackenzie with the information and data necessary for Mackenzie to provide the Services.
- (b) The Plan Sponsor shall ensure that all information regarding Plan Members that is provided to Mackenzie is complete and correct. Mackenzie shall be entitled to rely on all information regarding Plan Members that is provided to it by the Plan Sponsor without further inquiry.
- (c) The Plan Sponsor shall establish and maintain procedures to ensure compliance with the Personal Information Protection and Electronic Documents Act (Canada) and any other applicable provincial legislation of similar effect (“Privacy Legislation”) regarding the collection, use and disclosure of information concerning Plan Members by the Plan Sponsor to Mackenzie.
- (d) To the extent, if any, that information transmitted by the Plan Sponsor to Mackenzie constitutes personal information for the purposes of Privacy Legislation, the Plan Sponsor shall ensure that all consents required by Privacy Legislation for the disclosure of such information to Mackenzie are obtained and shall inform Mackenzie that such information constitutes personal information, in which case Mackenzie shall treat such information as confidential, and shall, in addition, comply with Privacy Legislation in its use, retention and disclosure thereof.

### Article 2 – Term and Fees

#### 2.1. Term

This Agreement shall be effective from the date hereof and shall continue until terminated by either party on 30 days written notice to the other.

#### 2.2. Fees

The Plan Sponsor agrees that the fees payable in relation to the Group Plan Accounts (the “Fees”), as published by Mackenzie from time to time, will be collected by Mackenzie from Group Plan Accounts unless otherwise agreed between Mackenzie and the Plan Sponsor.

### Article 3 – Liability

#### 3.1. General Exclusions and Limitation of Liability

- (a) In this Section 3.1 “Recoverable Damages” means only actual direct damages, and excludes damages for any loss of profits, revenues, contracts or clients, loss of or use of equipment, loss of data, business interruption, lost opportunity to purchase or sell securities, failure to realize expected cost savings or for any indirect, consequential, incidental, special, punitive or exemplary damages howsoever caused or arising, even if the party from whom such damages are claimed has been advised of the possibility of same or such damages were reasonably foreseeable.

- (b) Mackenzie shall be liable to the Plan Sponsor only for Recoverable Damages caused to the Plan Sponsor by Mackenzie’s breach of this Agreement, negligence or wilful misconduct. Mackenzie shall not be liable in any way to the Plan Sponsor for damages that are (a) not Recoverable Damages, (b) not caused by Mackenzie’s breach of this Agreement, negligence or wilful misconduct or (c) caused or contributed to by the Plan Sponsor, to the extent so caused or contributed to.
- (c) Except as provided in subsection (d), the maximum cumulative and aggregate liability of Mackenzie to the Plan Sponsor for all claims, losses or damages arising under or related in any way to this Agreement in any particular calendar year shall in no event exceed the Fees paid to Mackenzie in that calendar year.
- (d) Mackenzie’s liability for fraud or for loss of remittances received by Mackenzie shall not be subject to the cap on liability provided in subsection (c).

#### 3.2. Specific Limitations

- (a) The Plan Sponsor acknowledges that the Services provided by Mackenzie pursuant to this Agreement and otherwise in relation to the Group RRSP, constitute administrative services only, and, without limiting the generality of the foregoing, do not extend to investment advice or investment recommendations and that Mackenzie does not represent or warrant that any remittances or other contributions in relation to a Group Plan Account will be returned or that any investment gains will be realized.
- (b) Mackenzie does not warrant the accuracy of any advice, report, data or other product delivered to the Plan Sponsor or any Plan Member to the extent that such advice, report, data or other product is produced with or from inaccurate or erroneous data provided by the Plan Sponsor to Mackenzie.
- (c) To the extent, if any, that the provision of the Services will rely on any information, advice or services provided by the Plan Sponsor or provided by third parties (other than third parties to whom Mackenzie may delegate all or any part of the Services), Mackenzie makes no representation or warranty as to the adequacy, accuracy or quality of the Services to the extent of such reliance.

### Article 4 – Indemnity

#### 4.1. Indemnity by the Plan Sponsor

The Plan Sponsor shall indemnify and save harmless Mackenzie Group of Companies and their directors, officers, employees or representatives and all mutual funds sponsored by Mackenzie (collectively, the “Indemnified Parties”) from and against any and all liability, loss, harm, damage, cost or expense, including legal fees, which the Indemnified Parties may suffer, incur or sustain as a result of any suit, claim or demand brought or commenced against the Indemnified Parties arising out of the performance by the Plan Sponsor, its directors, officers, employees or representatives of, or the failure of the Plan Sponsor, its directors, officers, employees or representatives to perform, the duties and services required of it under or arising out of this Agreement, or duties or services which the Plan Sponsor volunteers of its own initiative to perform, or arising by virtue of any action undertaken by the Indemnified Parties at the request of the Plan Sponsor or Plan Members, except for such claims brought against the Indemnified Parties as a result of Mackenzie’s own negligence or wilful misconduct.



## 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](http://mackenzieinvestments.com) for more information.

