

**The Credit Union
 Tax-Free Savings Account – Application**

Member (Holder) Information

Member Account # _____ Contract Number # _____ Branch: _____

 Last Name First Name

 Home Address Unit/Apt Street

 City Province Postal Code

 Social Insurance Number Birth Date (DD/MMM/YYYY) **Surname, SIN and Birth Date must match CRA records.**

Deposit Type

- Contribution Transfer from another TFSA
 Transfer on Relationship Breakdown Transfer from deceased spouse's/common-law partner's TFSA

Investment Instructions

The holder agrees that the initial and any subsequent contributions shall be governed by the provisions of the attached "Account Operating Agreement", except as modified by the Terms and Conditions for this TFSA and held at the Credit Union as:

DEMAND DEPOSITS

Savings/Variable Rate Amount \$ _____

TERM DEPOSIT CERTIFICATE

Term Deposit Amount \$ _____ Fixed Rate: _____% Fixed Term _____

Designation of Beneficiary/Successor Holder

I hereby designate the following person(s) to receive the proceeds of this TFSA in the event of my death. If I have designated only one person as my beneficiary and that person is my spouse or common law partner, then I also appoint him/her as my Successor Holder.* I hereby revoke any prior Designation of Beneficiary(ies) or Appointment of Successor Holder made by me for this contract. If more than one beneficiary is designated on this form and they survive me, the proceeds of this TFSA shall be paid equally to those alive at my death. If all beneficiaries listed have predeceased me, the proceeds of this TFSA will be payable to my estate.

Name: _____ Relationship: _____

Address: _____ Date of Birth: _____
 (Day/Month/Year)

Name: _____ Relationship: _____

Address: _____ Date of Birth: _____
 (Day/Month/Year)

Name: _____ Relationship: _____

Address: _____ Date of Birth: _____
 (Day/Month/Year)

* I understand that the appointment of my spouse or common law partner as Successor Holder is solely for the purpose of allowing him or her to take the funds into their own TFSA without affecting their own contribution room. I acknowledge that I have been advised by the Credit Union that I have the unconditional right to revoke any appointment of a Beneficiary/Successor Holder made in this Application or in any other document relating to the deposits held in this TFSA.

Note: This designation is not changed automatically by a subsequent marriage or divorce. Should you later wish to change or revoke this appointment of Beneficiary/Successor Holder this must be done by a new designation.

To: Ontario Civil Service Credit Union Limited ("The Credit Union")

I hereby apply for The Credit Union Tax Free Savings Account ("TFSA"). I declare that I am 18 years of age or older. I am a Canadian resident and I promise to advise The Credit Union in the event I cease to be a resident of Canada. I acknowledge that I have been advised by The Credit Union that as holder I may be liable for certain tax consequences in the event that this TFSA is found to be a non-compliant qualifying arrangement.

I request The Credit Union file an election with the Minister of National Revenue to register this qualifying arrangement as a TFSA under section 146.2 of the *Income Tax Act* (Canada). I acknowledge that I have read and received a copy of the terms and conditions of The Credit Union TFSA and I understand that the arrangement is governed by the provisions herein.

Date (DD/MM/YY)

Holder's Signature

Witness Signature (must not be related to the Holder or a Beneficiary)

Print Witness Name and Address

Date: (DD/MM/YY)

Credit Union Authorization Signature

**THE CREDIT UNION
TAX-FREE SAVINGS ACCOUNT
TERMS AND CONDITIONS**

We, Ontario Civil Service Credit Union Limited, a credit union having its Head Office at the City of Toronto, in the Province of Ontario (The Credit Union) hereby declare that we accept the office of Depository for the Holder when the Application was signed, upon the following terms:

1. Definitions

The following definitions apply:

- "Contribution"** Any amount paid into your Tax-Free Savings Account (TFSA) by you.
"Holder" Until your death, is you, and, at and after your death, your Spouse who acquires the rights as successor holder as appointed by you.
"TFSA" The Credit Union Tax-Free Savings Account consisting of the Application and this Terms and Conditions.
"Income Tax Act" The *Income Tax Act (Canada)*, and regulations thereto, both as amended from time to time.
"Spouse" As recognized in the *Income Tax Act* as your survivor for the purposes of TFSA's and, where applicable, incorporates the meaning of the term "common-law partner" as set out in Subsection 248(1) of the *Income Tax Act*.

2. Registration

We will file your election to register this arrangement as a TFSA under the *Income Tax Act*. This arrangement will not be in effect until January 1, 2009 and no contributions can be made to the account before January 2009.

3. Contributions

We will only accept contributions made by you and we will hold all contributions made to your TFSA, and any income earned on these contributions, as outlined in this Terms and Conditions and as required by the *Income Tax Act*. The Holder is responsible for ensuring that the total contributions deposited to or transferred into the TFSA do not exceed the maximum amount allowed by the *Income Tax Act*.

4. Withdrawal of Contributions

You are permitted to make withdrawals from the TFSA in the manner prescribed to you by The Credit Union from time to time. You may be required to await the expiry of the investment term of a fixed rate deposit prior to being able to finalize a withdrawal. However, in any event, upon receipt of your written application, we will refund to you the amount determined in accordance with Paragraph 146.2(2)(d) of the *Income Tax Act*.

5. Record Keeping

We will record the details of all contributions to your TFSA, their investment, and of all payments from your TFSA. We will supply you with a statement of these details at least annually. We will complete the regulatory reporting as required by the *Income Tax Act*.

6. Investment

All contributions made to your TFSA and all income earned on these contributions will be deposited or invested in Ontario Civil Service Credit Union Limited deposits as directed by you.

7. Transfers

At your direction, we will transfer all investments held in your TFSA, or such portion as you direct, together with all information necessary for the continuance of the TFSA, to another TFSA registered in your name, or in the name of your spouse, or former spouse, pursuant to a decree, order or judgment of a competent tribunal or a written separation agreement, relating to a division of property between yourself and your spouse or former spouse in settlement of rights arising out of your marriage/common-law partnership, on or after the breakdown of your marriage/common-law partnership. You may be required to await the expiry of the investment term of a fixed rate deposit prior to being able to finalize a transfer.

8. Election of Successor Holder

You may elect to have your surviving spouse become the holder of your TFSA after your death. This election may not be available in all provinces. Details of the availability of this election are obtainable from our offices.

9. Beneficiary Designation

You may designate a beneficiary, in those provinces where the law so permits, to receive the remaining proceeds of your TFSA in the event of your death while your TFSA continues to exist and where your spouse did not become entitled to all future rights under the TFSA as permitted under Clause 8.

10. Death

Where you have not properly elected to have your spouse become the holder of your TFSA as provided for by Clause 8 or as provided for by your Will, we will, once we have received the documentation we require, pay the TFSA proceeds by a single payment, less required income tax deductions, to your designated beneficiary and notify your estate representative of any resulting tax liability. In instances where you have not designated a beneficiary as provided for by Clause 9, the TFSA proceeds will be paid by a single payment, less required income tax deductions, to your estate. When we have made the payment of the fund proceeds to your designated beneficiary or to your estate, we will be considered as fully discharged from any further liability with respect to your TFSA.

11. Your Responsibilities

It is your responsibility to keep us advised, in writing, at all times of any changes in your address. The statement of your birth date and social insurance number provided by you on your application is deemed to be a certification by you of its truth and your undertaking to provide proof if requested by us.

12. Restriction

We cannot give you or any person related to you any benefit, loan or advantage if the benefit, loan or other advantage is conditional upon the existence of your TFSA.

13. Amendments

We may from time to time amend your TFSA by giving you notice in writing. Any amendment cannot, however, be contrary to the provisions of the *Income Tax Act*.

In the event of changes to the *Income Tax Act* the terms of your TFSA may be amended without notice to you to ensure that your TFSA continues to comply with all applicable legislation.

14. Notices

Any notices given to us by you under this TFSA shall be sufficiently given if mailed, postage prepaid by you, to any of our offices and shall be deemed to have been given on the day that such notice is received by us. Any notices given by us to you shall be sufficiently given if mailed, postage prepaid by us, to you at your last address supplied by you and shall be deemed to have been given on the day of mailing.

15. Limits of Our Liability

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

16. Other Conditions

You may grant security interests in your TFSA to us for the repayment of any loan or other indebtedness with us, subject to some limitations. In any case, none of the main purposes for the loan or indebtedness may be to enable a person other than the Holder or a partnership to benefit from the exemption from tax of any amount in respect of this TFSA.

We shall maintain this TFSA for the exclusive benefit of you, the Holder. The arrangement prohibits, while there is a holder of the arrangement, anyone that is neither the Holder nor the issuer of the arrangement from having rights under the arrangement relating to the amount and timing of distributions and the investment of funds.

We may impose service charges from time to time at our discretion for the operation of this TFSA and may debit this TFSA or any other account you hold with the Credit Union for payment of same. Our usual fee charges and any subsequent changes will be posted at our branch offices and on our website.

17. Resignation

We may resign at any time by delivering 60 days notice of our resignation to you. In the event of our resignation, you shall appoint a successor issuer who shall be acceptable to us. We shall deliver the property comprised of the investments within the TFSA and the records relating thereto, and shall execute such deeds and assurances and do such things as may be requisite in order to ensure the continued and uninterrupted operation of the TFSA. Should you neglect or refuse to appoint a successor issuer who shall be acceptable to us, we reserve the right to transfer assets in specie to you as a withdrawal from your TFSA.

18. Ultimate Responsibility

We are ultimately responsible for the administration of the TFSA.