



**COMTECH FIRE CREDIT UNION LIMITED  
TAX-FREE SAVINGS ACCOUNT ("TFSA")  
TERMS AND CONDITIONS**

The Comtech Fire Credit Union Limited, having its Head Office at the City of Toronto in the Province of Ontario (hereinafter referred to as the "Issuer"), hereby declares that it accepts the instructions of the Holder to file with Minister of National Revenue an election to register the qualifying arrangement as a TFSA under the provisions of the *Income Tax Act* (Canada) (the "ITA") under the Social Insurance Number of the Holder, upon the following terms and conditions:

1. **Arrangement:** These Terms and Conditions, together with the application as submitted by the Holder (the "Application"), shall constitute the Comtech Fire Credit Union Limited Tax-Free Savings Account and hereinafter shall be referred to as the "TFSA". Based on the information provided by the Holder, the Issuer and the Holder agree that the TFSA complies with all prescribed conditions. However, the Holder acknowledges that this TFSA is not considered a qualifying arrangement unless the Holder was at least 18 years of age when the application was signed by the Holder, and that this TFSA requires that it be maintained for the exclusive benefit of the Holder

The Issuer shall take the necessary steps to register the account as a Tax Free Savings Account as defined by the ITA. Contributions received by the Issuer from the Holder for the purpose of being held in the TFSA shall be held by the Issuer in accordance with the provisions of this TFSA, the ITA and any applicable provincial legislation or other law. The ultimate responsibility for the administration of this TFSA lies with the Issuer.

2. **How Contributed Amounts are to be Held:** The Holder acknowledges that all amounts contributed to the TFSA shall be held in this TFSA in the form of either demand deposits standing to the credit of the Holder at the Issuer or Term Deposit Certificates issued by the Issuer (the "Deposits"). The Deposits shall bear interest and be held in accordance with the terms and conditions of any Account Agreement and/or Deposit Agreement or Term Deposit Certificate(s) referred to in the Application; provided that in the event any such terms and conditions shall conflict with these Terms and Conditions, the provisions of these Terms and Conditions shall be considered paramount.

3. **Limitations on Contributed Amounts:** This TFSA prohibits anyone other than the Holder from making contributions under this TFSA. 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 ITA. The Issuer has no obligation to determine or advise the Holder with respect to the maximum allowable amount. The Holder also acknowledges that in the event he or she becomes a non-resident of Canada, the Holder will not, from that time forward, be allowed to make further contributions to the TFSA. This TFSA prohibits, while the Holder is the 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 investing of funds.

4. **Over Contributions:** The Holder acknowledges that any excess contributions over the maximum allowable amount are subject to tax at the rate prescribed by the Minister of National Revenue from time to time, for each month that the excess remains in the TFSA.

5. **Transfers:** At the direction of the Holder, the Issuer shall transfer all or any part of the Deposits held in connection with the TFSA (or an amount equal to its value) to another TFSA of the Holder. On the breakdown of a marriage or a common-law partnership, the Holder may transfer an amount from this TFSA to a TFSA of the other party. In these circumstances, the transferor will not regain the personal contribution room represented by the transferred amount, but the transferred amount will not be counted against the personal contribution room of the transferee. The timing of the transfer may be delayed until the maturity date if part of the Deposits is held in a Term Deposit.

6. **Ability to Grant Security Interests in the Deposits to the Issuer:** The Holder may grant security interests in his or her interest in any Deposit held under this TFSA to the Issuer (but no other party) for the repayment of any loan or other indebtedness, 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.

7. **Designation of Successor Holder:** For the purposes of the ITA only, the Holder is permitted to name his or her spouse or common-law partner ("Spouse") as a successor holder of the TFSA ("Successor Holder"). Upon the death of the Holder, if the Successor Holder becomes the owner of this TFSA, under provincial law, the Successor Holder will be able to maintain the tax-exempt status of this TFSA without reducing the Successor Holder's own personal contribution room for his or her own TFSA.

8. **Withdrawals:** This TFSA is a savings account with no chequing privileges. The Holder is permitted to make withdrawals from the TFSA in the manner prescribed to the Holder by the Issuer from time to time. If the Deposits are in the form of Term Deposit Certificates, withdrawals may be delayed until the applicable maturity date(s). However, this TFSA permits distributions to be made, in any event, to reduce the amount of tax otherwise payable by the Holder under section 207.02 or 207.03 of the ITA.

9. **Amendments to the TFSA:** The Issuer may from time to time amend the TFSA, provided that notice of such amendment is promptly given to the Holder and such amendments are not contrary to the provisions of the ITA and any amendments and any regulations thereunder, and, if applicable, any provincial laws governing this TFSA. In the event of changes to applicable legislation, this TFSA shall be amended to conform with the provisions of the ITA.

10. **Notices:** Any notice given to the Issuer hereunder shall be sufficiently given if mailed, postage prepaid, addressed to the Issuer at any of its offices and shall be deemed to have been given on the date that such notice is received by the Issuer. Any notice, statement or receipt given by the Issuer to the Holder shall be sufficiently given if mailed, postage prepaid, addressed to such Holder at the address of the Holder set out in the attached Application for this TFSA, unless the Holder has notified the Issuer of a new address, in which case notice shall be addressed to the Holder at the last address for such purposes so notified and shall be deemed to have been given on the fifth day after the postmark date on the notice, statement or receipt.

If the Holder has given to the Issuer his or her consent to receive any notice, statement or receipt from the Issuer by electronic means, any such notice, statement or receipt given by the Issuer shall be sufficiently given and shall be deemed to have been given on the day recorded by a server of the Issuer as the time of sending it by electronic means to the Holder.

If the Holder has given to the Issuer his or her consent to receive any notice, statement or receipt from the Issuer by facsimile transmission, any such notice, statement or receipt given by the Issuer shall be sufficiently given and shall be deemed to have been given on the day recorded by a fax machine of the Issuer as the time of sending it to the Holder.

11. **Administration Fees:** The Issuer may impose service charges from time to time at its discretion for the operation of this TFSA and may debit any account of the Holder, including this TFSA, for payment of same.

12. **Issuer's Liability.** The Issuer shall not be liable for loss or diminution of the Holder's investments held under this TFSA, except due to its negligence, willful misconduct or lack of good faith. The Holder hereby accepts these Terms and Conditions upon execution of the Application, and in consideration of the contributions he or she has committed to make to the TFSA.