

**FIDELITY INVESTMENTS  
RETIREMENT SAVINGS PLAN  
DECLARATION OF TRUST**

We, Computershare Trust Company of Canada, a trust company incorporated under the laws of Canada and having an office in the City of Toronto in the Province of Ontario, hereby declare that we accept the office of trustee for you, the planholder named on the application form accompanying this declaration (the "**Application**") under the Fidelity Investments Retirement Savings Plan (the "**Plan**") on the following terms and conditions. You acknowledge that we have retained Fidelity Investments Canada ULC (the "**Agent**") as our agent to perform on our behalf certain of our duties and responsibilities under this declaration.

1. **COMPLIANCE:** The Plan will at all times comply with all relevant provisions of the Act and, if applicable, the Taxation Act (Quebec), with respect to RRSPs. You will be bound by the terms and conditions imposed on the Plan by all applicable legislation.
2. **REGISTRATION:** We will submit the Plan for registration in accordance with the Act.
3. **DEALER:** In this declaration, a "**Dealer**" means the person or entity acting (or representing that it acts) as or on behalf of your investment advisor, broker or dealer in connection with the Plan. You acknowledge that a 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 Dealer on your behalf. Any reference in this declaration to your instructions or requests includes instructions or requests from your 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. **CONTRIBUTIONS:** You or, where applicable, your spouse, and in limited circumstances your employer, may make contributions to your plan. At our sole discretion, we may accept or reject all or part of a contribution from any source permitted by the Act. You may not make contributions after December 31st of the year in which you reach the maximum age for maturity of the Plan set out in the Act.
5. **INVESTMENTS:** We will invest contributions to your Plan in the investments selected by you at the then current offering price next determined following the receipt of the contribution. In making your investment selection, you may select securities of mutual funds managed by the Agent or other investments acceptable to the Agent in its sole discretion. In making investments for your Plan, we will not be limited to investments authorized by legislation governing the investment of property held in trust. Cash distributions received by us in respect of investments held in your Plan will be re-invested in additional investments of the same type. In the absence of satisfactory investment instructions, we may invest cash in units of a money market fund managed by the Agent. We will hold the assets of the Plan in trust, and will custody such assets through the Agent or custodians appointed by the Agent.
6. **PLANHOLDER'S RESPONSIBILITIES:** You acknowledge and assume responsibility for the following:
  - (a) assessing the appropriateness of any investment, selecting investments for your Plan, obtaining appropriate advice, or authorizing a Dealer to do any of these things for you; and
  - (b) ensuring that your Plan's contributions and investments comply with the rules under the Act or any other applicable legislation, including that any security held in your Plan is a qualified investment for the Plan under the Act and is not a "prohibited investment" under the Act.

We will not be responsible for any tax payable in respect of non-qualified investments, excess contributions or payments from your Plan, or for loss resulting from the sale or other disposition of assets of your Plan.

7. **NON-QUALIFIED INVESTMENTS AND PROHIBITED INVESTMENTS:** Subject to Section 24, if the Plan becomes liable for tax, interest, or penalties under the Act or similar provincial legislation, you authorize us to redeem sufficient assets of your Plan to pay the liability and we will not be liable for any resulting loss. We will exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Plan holds a non-qualified investment. Other than as set out in this declaration, we will not be liable for ascertaining whether any investment made on your direction is or remains a qualified investment for RRSPs under the Act. We will not be liable for any tax payable in respect of any non-qualified investment or prohibited investment directed by you or made or held in the trust established hereunder. We will not otherwise be liable for the making, retention or sale of any investment or reinvestment as herein provided or for any loss or diminution of the assets comprising the Plan.
8. **WITHDRAWALS:** The assets of the Plan may not be withdrawn, transferred, assigned, or surrendered, in whole or in part, except where, after receiving satisfactory instructions from you or your Dealer on your behalf, assets of the Plan are paid or transferred:
  - (a) to you pursuant to paragraph 9 of this declaration;
  - (b) to a registered pension plan, RRSP, RRIF, or life annuity pursuant to paragraph 10 or 11 of this declaration;
  - (c) into court or to a third party pursuant to paragraph 13 of this declaration;
  - (d) upon your death pursuant to paragraph 15 of this declaration; or
  - (e) as otherwise permitted by the Act.

Where required by the Act, we will withhold tax from payments made from the Plan. 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, in our sole discretion, sell any of the assets in the Plan in order to make the foregoing payments and we will not be responsible for any resulting loss.

9. **REFUND OF EXCESS CONTRIBUTIONS:** Upon receipt of your satisfactory written request or, where applicable, your spouse's satisfactory written request, we will make a payment from the Plan to you or your spouse, as applicable, to reduce the amount of tax otherwise payable under Part X.1 of the Act.
10. **TRANSFERS:** At any time and from time to time, you may direct us to transfer all or part of the assets of your Plan to the issuer of a registered pension plan, RRSP, RRIF, or a life annuity that provides for a retirement income in conformity with the Act. You must be the annuitant of the recipient plan. Upon receipt of your satisfactory written direction and subject to the conditions imposed by this declaration, the Act, and applicable provincial legislation, we will transfer the assets of the Plan requested to be transferred, together with all the necessary information for the continuance of the Plan, to the issuer of the recipient plan. You may instruct us to sell or transfer specific assets to effect the transfer. If you fail to provide us with satisfactory written instructions, we may sell or transfer the assets we deem appropriate, in our sole discretion, to effect the transfer. If we receive instructions from you to transfer some of the assets of your Plan, we may request instructions to transfer all of the assets of your Plan and we may delay the transfer until we have received the instructions.
11. **MATURITY:** On or before December 31 of the year in which you reach the maximum age for maturity of the Plan set out in the Act, the assets of the Plan must be transferred to a RRIF or used to purchase a life annuity that conforms with the Act. If you do not provide written instructions to us at least 90 days before that date, the assets of the Plan will be transferred on or before December 31 of that year to a RRIF selected by us in our sole discretion. You appoint us as your attorney to execute all documents and make elections necessary to establish the RRIF with the assets of the Plan. You will be deemed to have elected (i) to use your age to determine the minimum amount payable under the RRIF according to the Act; (ii) not to designate your spouse to become the successor annuitant of the RRIF on your death; and (iii) not to designate any beneficiary of the RRIF.
12. **LIFE ANNUITY:** A life annuity purchased with the assets of the Plan will be paid in equal annual or more frequent amounts to you until a full or partial commutation and, where the commutation is partial, equal annual or more frequent periodic amounts thereafter except for adjustments that are permitted by the Act. The aggregate of the periodic payments in a year after your death will not exceed the aggregate of the payments in a year before that death. If an amount becomes payable to a person other than your spouse, the life annuity will be commuted.
13. **RELATIONSHIP BREAKDOWN AND PAYMENTS INTO COURT AND TO THIRD PARTIES:** To the extent and in the manner permitted by applicable law, we will make a payment or payments out of your Plan to effect a division of property, provided such payment is made pursuant to decree, order, or judgment of a competent tribunal or under a written separation agreement in the settlement of rights arising out of or on the breakdown of your marriage or other conjugal relationship.

If there is a dispute about:

- (a) the validity of enforceability of any legal demand or claim against the assets of the Plan; or
- (b) the authority of a person or personal representative to apply for and accept receipt of the proceeds payable under the Plan on your death,

we and the Agent are entitled to either apply to a court for directions or pay the disputed amounts into court and, in either case, fully recover any legal costs that either one incurs in this regard as expenses from the account. Where required by law, we and the Agent are entitled to make payments out of your Plan to third parties without your prior authorization.

14. **BENEFICIARY DESIGNATION:** You may designate one or more beneficiaries to receive the assets of the Plan on your death, provided that you are domiciled in a jurisdiction that by law permits you to validly designate a beneficiary other than by will. You must make, amend, or revoke the designation by way of written notice in a form acceptable to us and delivered to us. Any designation, amendment, or revocation will be valid only from the day following its receipt by us.
15. **PAYMENTS UPON YOUR DEATH:** Upon receipt of satisfactory evidence of your death, we will pay the assets of the Plan to your designated beneficiary(ies). If you have not designated a beneficiary or if the designated beneficiary predeceases you, the payment will be made to your legal representatives or as required by law. The payment will be made subject to the deduction of all proper charges, including tax required to be withheld, after we receive the releases and other documents that we require in our sole discretion.
16. **PROHIBITION:** No advantage that is conditional on the existence of the Plan may be extended to you or to a person not dealing at arm's length with you, other than those advantages permitted under the Act and under any applicable provincial legislation. Retirement income under the Plan may not be assigned in whole or in part. We reserve the right to prohibit any transaction, investment, payment or transfer that is or may be prohibited or penalized under the Act.
17. **PROOF OF AGE AND SOCIAL INSURANCE NUMBER:** The statement of your age and social insurance number on the Application is deemed to be your certification thereof and an undertaking by you to provide evidence or proof thereof if requested by us.

- 18. YOUR ACCOUNT:** We will maintain an account in your name which records, where applicable, with appropriate dates, contributions to the Plan, the number and cost of the assets in the Plan, earnings and expenses of the Plan for the preceding year, withdrawals and transfers from the Plan, and the balance of the Plan. We will send you a statement of your account at least once a year.
- 19. INCOME TAX RECEIPTS:** If applicable, we will provide to you, or to your spouse where applicable, before March 31 of each year, any income tax statements pertaining to the Plan and required to be filed with your, or your spouse's where applicable, personal income tax return for the previous taxation year.
- 20. AMENDMENTS:** From time to time, we may in our sole discretion amend this declaration with the concurrence of the Canada Revenue Agency and, as required, provincial tax authorities, provided that an amendment to this declaration does not disqualify the Plan as an RRSP. Any amendment to this declaration that is necessary to ensure compliance with any legislation will be effective without further action or notice to you. In any other case, we will provide you with at least 30 days' written notice of every amendment to this declaration.
- 21. NOTICE:** We will provide notice by pre-paid regular mail, electronic mail or other form of electronic transmission addressed to you at the address indicated on the Application or such other address as you or your Dealer may provide to us from time to time. Notice we give you will be deemed to have been made on the day the notice is sent or transmitted. Any notice you give to us or the Agent must be in writing in a form satisfactory to us or the Agent, as applicable. We or the Agent may, in our sole discretion, accept notice by means of electronic transmission. We may for any reason refuse to act on any notice, request or other communication from you or your Dealer and will not be liable for any resulting loss. Notice you or your Dealer gives to us will be deemed to have been made on the day of actual receipt of the notice.
- 22. OUR RESPONSIBILITY AND DELEGATION OF DUTIES:** We are ultimately responsible for administering the Plan in accordance with the terms of this declaration and the provisions of the Act. We are entitled to exercise, in our sole discretion, the rights, powers, and privileges that otherwise could be exercised by a beneficial owner of the assets of the Plan. We may employ or engage accountants, brokers, lawyers, and others and may rely on their advice and services. Without detracting in any way from our responsibility, we may appoint one or more agents, including but not limited to the Agent, to perform any of our obligations under this declaration. We will not be liable for the acts or omissions of any of its advisors or agents. We will not be liable for the acts or omissions of a Dealer or any of your agents, advisors or service providers. Upon transferring assets from the Plan or making a payment from the Plan, we will be discharged from all further duties and liabilities under this declaration with respect to the assets transferred or paid out of the Plan.
- 23. FEES AND EXPENSES:** Unless otherwise prohibited by the Act, 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 to reimbursement for all taxes, penalties and interest imposed on us and for all other costs and expenses incurred by us in connection with your Plan, or as described in the prospectus for the mutual fund(s) managed by the Agent held in your Plan. All amounts so payable will be charged against and deducted from the assets in your Plan, unless otherwise prohibited by the Act or you make other arrangements with us. We may, in our sole discretion, sell any of the assets in the Plan in order to pay same and we will not be responsible for any resulting loss.
- 24. TAXES IMPOSED ON YOU OR YOUR PLAN:** We are not responsible for taxes, interest and penalties imposed on you or the Plan, except for taxes, interest and penalties, if any, imposed on us by the Act that are not reimbursable by the Plan under the Act. If your Plan becomes liable for tax, interest or penalties under the Act or provincial legislation, we may, in our sole discretion, sell any investment of your Plan to pay the liability. We will not be liable for any resulting loss.
- 25. INDEMNITY:** None of the us, our officers, employees or agents will be liable for any loss suffered or for any taxes, interest or penalties imposed under the Act as a result of holding or dealing with the assets of your Plan in accordance with instructions that we believe in good faith to have been given by you or your Dealer or dealing with the assets of your Plan in accordance with the provisions of this declaration. You, your personal representatives and each beneficiary under your Plan will at all times indemnify and save harmless us and our agents from all taxes, assessments, expense, liability, claims and demands arising out of the purchase, sale or retention of assets of your Plan, payments on your death to any designated beneficiary, or anything done in connection with your Plan, other than as the result of our fraud, dishonesty, bad faith, willful misconduct, or gross negligence.
- 26. SUCCESSOR TRUSTEE:** We may resign and be discharged from all duties and liabilities under this declaration by giving written notice to the Agent. The Agent is initially nominated to appoint a company as successor trustee (the "Successor Trustee"). If a Successor Trustee cannot be found within a reasonable period, the Trustee and/or the Agent may apply to a court of competent jurisdiction for the appointment of a Successor Trustee, acceptable to the Agent. 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. Any trust company resulting from a merger, amalgamation or continuation to which we are party, or succeeding to substantially all of our RRSP and RRIF trusteeship business (whether by sale of such business or otherwise), will, if authorized, become the Successor Trustee of the Plan without further act or formality. At the time of the appointment or succession of a Successor Trustee, we will be relieved of all duties and liabilities under this declaration.
- 27. LIRA ADDENDUM:** Where "locked-in" assets will be transferred, directly or indirectly, to the Plan in accordance with applicable pension benefits legislation, a locking-in addendum (the "LIRA Addendum") that forms part of this declaration will be provided to you. In the event of any inconsistency between the LIRA Addendum and this declaration, the LIRA Addendum will apply.
- 28. DEFINITIONS:** In this declaration:
- (a) **Act** means the Income Tax Act (Canada);
  - (b) **RRIF** means a registered retirement income fund as defined in the Act and, where applicable, the Taxation Act (Quebec);
  - (c) **RRSP** means a registered retirement savings plan as defined in the Act and, where applicable, the Taxation Act (Quebec); and
  - (d) **Spouse** means a spouse or common-law partner as defined in the Act or legally married persons.
  - (e) **You** means "Annuitant" as defined in subsection 146(1) of the Act.
- 29. APPLICABLE LAWS:** This declaration will be governed, construed and enforced in accordance with the laws of Ontario and Canada.
- 30. ELECTRONIC SIGNATURES:** You hereby authorize and direct the Agent and us to rely on your electronic signature on the Application, this declaration and all ancillary documents and all such electronic signatures, however provided to the Agent and us, will be deemed to be reliable for the purpose of identifying you and will be deemed to be reliable for the purpose of the document signed.
- 31. HEIRS, EXECUTORS AND ASSIGNS:** The terms of this declaration will be binding on your heirs, executors, administrators and assigns and on the Agent's and our respective successors and assigns.
- 32. SPECIMEN PLAN:** This declaration conforms with Specimen Plan RSP 574-678.

Effective April 1, 2018