

**FIDELITY INVESTMENTS
TAX-FREE SAVINGS ACCOUNT
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 accountholder named on the application form accompanying this declaration (the “**Application**”) under the Fidelity Investments Tax-Free Savings Account (the “**Account**”) 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 Account will at all times comply with all relevant provisions of the Act and any applicable provincial or territorial legislation with respect to TFSA's. You will be bound by the terms and conditions imposed on the Account by all applicable legislation.
2. **REGISTRATION AND MINIMUM AGE:** We will submit the Account for registration in accordance with the Act. At the time of opening the Account, you represent that you have attained at least 18 years of age. We will maintain the account for your exclusive benefit and in your name.
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 Account. 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:** Only you may make contributions to the Account. At our sole discretion, we may accept or reject all or part of a contribution from any source permitted by the Act.
5. **INVESTMENTS:** We will invest contributions to your Account 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 Account, 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 Account 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 Account in trust, and will custody such assets through the Agent or custodians appointed by the Agent. Only we and you shall have rights under the Account relating to the amount and timing of distributions and investing of contributions.
6. **YOUR RESPONSIBILITIES:** You acknowledge and assume responsibility for the following:
 - (a) assessing the appropriateness of any investment, selecting investments for your Account, obtaining appropriate advice, or authorizing a Dealer to any of these things for you;
 - (b) ensuring that contributions to your Account do not exceed the maximum contribution limits permitted under the Act and that you do not make contributions while you are a non-resident of Canada; and
 - (c) ensuring that your Account's contributions and investments comply with the rules under the Act or any other applicable legislation, including that any security held in your Account is a qualified investment for the Account under the Act and is not a “prohibited investment” for the Account under the Act.

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

7. **NON-QUALIFIED INVESTMENTS AND PROHIBITED INVESTMENTS:** If the Account becomes liable for tax, interest, or penalties under the Act or similar provincial legislation, you authorize us to redeem sufficient assets of your Account 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 Account 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 TFSA's under the Act. Subject to Section 22, 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 Account.
8. **WITHDRAWALS:** Following receipt of satisfactory instructions from you (or your legal representative) or your Dealer on your behalf, we will pay distributions to you from your Account for any purpose, including refunds made in order to reduce the amount of tax otherwise payable by you as a result of excess contributions made contrary to the Act. We will not be responsible for determining the amount of any such refund. If the value of your Account is less than \$500, we may make a payment to you from your Account equal to the value of your Account. We may, in our sole discretion, sell any of the assets in the Account in order to make the foregoing payments and we will not be responsible for any resulting loss.

9. **TRANSFERS:** We will accept transfers to the Account from any sources permitted by the Act, including a transfer to the Account from another TFSA held by you or from a TFSA of your spouse or former spouse where the transfer relates to a division of property arising from a breakdown of the relationship in accordance with the Act. You may direct us to transfer all or part of the assets of your Account to the issuer of another TFSA held by you. Upon receipt of satisfactory written directions from you or your Dealer and subject to the conditions imposed by this declaration, the Act, and applicable provincial legislation, we will transfer the assets of the Account requested to be transferred, together with all the necessary information for the continuance of the Account, to the issuer of the recipient Account. You or your Dealer may instruct us to sell or transfer specific securities to effect the transfer. If you or your Dealer fail to provide us with satisfactory instructions, we may sell or transfer the securities we deem appropriate, in our sole discretion, to effect the transfer. If we receive instructions to transfer some of the assets of your Account, we may request instructions to transfer all of the assets of your Account and we may delay the transfer until we have received the instructions.
10. **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 Account 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 Account; or
- (b) the authority of a person or personal representative to apply for and accept receipt of the proceeds payable under the Account 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 Account to third parties without your prior authorization.

11. **SUCCESSOR HOLDER AND BENEFICIARY DESIGNATION:** If you are domiciled in a jurisdiction that by law permits you to validly designate a beneficiary other than by will, you may designate: (i) your spouse as successor holder of your Account; or (ii) one or more beneficiaries to receive the assets of your Account in the event of your death. 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.
12. **PAYMENTS UPON YOUR DEATH:** Upon receipt of satisfactory evidence of your death, we will continue to hold the assets of your Account for your spouse provided he or she is the successor holder of your Account. If your spouse becomes the successor holder of your Account, he or she will be deemed to be the holder of your Account with the same rights as if he or she had been the original holder and all references to “you” in this declaration will be deemed to refer to him or her. If your spouse is not the successor holder, we will hold the assets of your Account for payment in a lump sum to your designated beneficiary. 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.
13. **PROHIBITION:** No advantage that is conditional on the existence of the Account 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. We reserve the right to prohibit any transaction, investment, payment or transfer that is or may be prohibited or penalized under the Act.
14. **SECURITY FOR A LOAN:** If you use your interest in the Account as security for a loan or other indebtedness, then you will be responsible for ensuring that the terms and conditions of the loan or other indebtedness are terms and conditions that persons dealing at arm's length with each other would have entered into, and it can be reasonably concluded that none of the main purpose for that use is to enable a person, other than you, or a partnership to benefit from the exemption for tax of any amount under the Account.
15. **LOANS:** We are prohibited from borrowing money or other property for the purposes of the Account.
16. **PROOF OF AGE AND SOCIAL INSURANCE NUMBER:** The statement of your age and social insurance number on the Application is deemed to be a certification thereof and an undertaking by you to provide evidence or proof thereof if requested by us.
17. **YOUR ACCOUNT:** We will maintain an account for your exclusive benefit and in your name which records, where applicable, with appropriate dates, contributions to the Account, the number and cost of the investments in the Account, earnings and expenses of the Account for the preceding year, withdrawals and transfers from the Account, and the balance of the Account. We will send you a statement of your account at least once a year.

- 18. 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 Account as a TFSA. 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.
- 19. 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.
- 20. OUR RESPONSIBILITY AND DELEGATION OF DUTIES:** We are ultimately responsible for administering the Account 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 securities of the Account. 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 Account or making a payment from the Account, we will be discharged from all further duties and liabilities under this declaration with respect to the assets transferred or paid out of the Account.
- 21. FEES AND EXPENSES:** Unless otherwise prohibited by the Act, we are entitled to charge your Account fees for out-of-the-ordinary services requested by you or a Dealer in connection with your Account 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 Account, or as described in the prospectus for the mutual fund(s) managed by the Agent held in your Account. All amounts so payable will be charged against and deducted from the assets in your Account, 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 Account in order to pay same and we will not be responsible for any resulting loss.
- 22. TAXES IMPOSED ON YOU OR YOUR ACCOUNT:** We are not responsible for taxes, interest and penalties imposed on you or the Account, except for taxes, interest and penalties, if any, imposed on us by the Act that are not reimbursable by the Account under the Act. If your Account becomes liable for tax, interest or penalties under the Act or provincial legislation, we may, in our sole discretion, sell any investment of your Account to pay the liability. We will not be liable for any resulting loss.
- 23. 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 Account 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 Account in accordance with the provisions of this declaration. You, your personal representatives and each beneficiary under your Account 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 Account, payments on your death to any designated beneficiary, or anything done in connection with your Account, other than as the result of our fraud, dishonesty, bad faith, willful misconduct, or gross negligence.
- 24. 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, we 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 Account, the Successor Trustee will be trustee of your Account as if it had been the original declarant of your Account and your Account 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 TFSA trusteeship business (whether by sale of such business or otherwise), will, if authorized, become the Successor Trustee of the Account 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.
- 25. DEFINITIONS:** In this declaration:
- Act** means the *Income Tax Act* (Canada);
 - Spouse** means a spouse or common-law partner as defined in the Act or legally married persons; and
 - Successor holder** means "survivor" as that term is defined in subsection 146.2(1) of the Act, being your spouse immediately before your death.
 - You** means "holder" as defined in subsection 146.2(1) of the Act.
- 26. APPLICABLE LAWS:** This declaration will be governed, construed and enforced in accordance with the laws of Ontario and Canada.
- 27. 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.
- 28. 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.
- 29. SPECIMEN ACCOUNT:** This declaration conforms with Specimen Plan TFSA 574-1723. Effective April 1, 2018