

I have read, understand and agree to the Deposits Disclosure which has been provided, and furthermore agree to be bound by its terms inclusive of fees and interest rates of which I have been

# **Privacy of Personal Information**

Tournilling that thave read and signed the Consent and Admonzation to use Personal information (Point A113) and have included it as part of this application.							
SIGNATURE OF HOLDER		DATE (MM/DD/YY)		ACCEPTED BY AUTI	HORIZED OFFICER		
LSM - Internal Use Only	SOURCE	BONUS LEVEL	CLASSIFICATION	SERVICE NO.	POTENTIAL INTEREST	CLASS	
Cheque Deposit	CU Deposit		Internal Transfer				
NAME OF FINANCIAL INSTITUTION		TRANSIT NO.	INST. NO. ACC	OUNT NO.		CHECKED BY	

### **League Savings and Mortgage Company** Tax Free Savings Account (TFSA) **Terms and Conditions**

We, League Savings and Mortgage Company, hereby declare that we accept the office of Issuer and Depositary for the Holder as of the date the application was signed, upon the following terms and conditions:

#### **Definitions**

The following definitions apply:

### "Qualifying Arrangement"

at a particular time, means an arrangement
(a) that is entered into after 2008 between a person (in this definition referred to as the "issuer") and an individual who is at least 18 years of age;

(b) that is

- (i) an arrangement in trust with an issuer that is a corporation licensed or otherwise authorized under the laws of Canada or a province to carry on the business of offering to the public its services as trustee, or

  (ii) an annuity contract with an issuer that is a licensed annuities provider, other than
- (iii) a deposit with an issuer that is
  - (A) a person who is, or is eligible to become, a member of the Canadian Payments Association, or
- (B) a credit union that is a shareholder or member of a body corporate referred to
- as a "central" for the purposes of the Canadian Payments Act
  (c) that provides for contributions to be made under the arrangement to the issuer in consideration of, or to be used, invested or otherwise applied for the purpose of, the issuer making distributions under the arrangement to the holder;
- (d) under which the issuer and the individual agree, at the time the arrangement is entered into, that the issuer will file with the Minister an election to register the arrangement as a TFSA; and
- (e) that, at all times throughout the period that begins at the time the arrangement is entered into and that ends at the particular time, complies with the conditions in the *Income Tax Act* Section 146.2 subsection (2).

- (a) until the death of the individual who enters into the arrangement with the issuer, the individual; and
- (b) at and after the death of the individual, the individual's survivor, if the survivor
  - (i) all of the individual's rights as the holder of the arrangement, and
  - (ii) to the extent it is not included in the rights described in subparagraph (i), the unconditional right to revoke any beneficiary designation made, or similar direction imposed, by the individual under the arrangement or relating to property held in connection with the arrangement.

#### "Spouse"

As recognized in the *Income Tax Act* for the purposes of registered savings plans and, where applicable, incorporates the meaning of the term "common-law partner" as set out in Subsection 248 (1) of the *Income Tax Act*.

# "Survivor"

Means another individual who is, immediately before the individual's death, a spouse or ulletcommon-law partner of the individual.

### "Successor Holder"

Means an individual's survivor, following the death of the individual, who was duly designated by the individual to acquire all their rights as the holder of the TFSA.

# and "Depositary

As fully defined in section 146.2 of the *Income Tax Act*, and in this particular arrangement: League Savings and Mortgage Company, a company incorporated under the Loan Companies Act (Canada).

# "Contributions"

Any amount deposited into the TFSA by the individual holder.

# "Distribution"

Under this arrangement means a payment out of or under the arrangement in satisfaction of all or part of the holder's interest in the arrangement.

# "Income Tax Act"

The Income Tax Act (Canada), and regulations thereto, both as amended from time to time

# 1. Restrictions

- This arrangement requires that the TFSA be maintained for the exclusive benefit of the holder (determined without regard to any right of a person to receive a payment out of or under the arrangement only on or after the death of the individual).
- This 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 investing of
- This arrangement prohibits anyone other than the holder from making contributions under the arrangement.
- Distributions are permitted to reduce the amount of tax otherwise payable by the holder under section 207.02 or 207.03 of the Income Tax Act.

# 2. Registration

We will file an election with the Minister of National Revenue to register this arrangement as a TFSA under section 146.2 of the *Income Tax Act*.

# 3. Record Keeping

We will record the details of all contributions to your TFSA, their investment, earnings thereon and of all distributions from your TFSA. We will provide you with a statement of these details at least annually.

# 4. Investment

All contributions made to your TFSA and all earned income thereon will be held in deposits with League Savings and Mortgage Company for such terms as agreed upon from time to time

# 5. Distributions

We will make distributions from your TFSA to you at such time(s), and in such amount(s) as you direct from time to time, subject to the maturity of fixed term deposits held in your TFSA

#### 6 Transfers

At your direction, in the form and manner prescribed by the Income Tax Act, and subject to the maturity of fixed term deposits held in your TFSA, we will transfer all funds 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

### 7. Successor Holder

You may elect to have your spouse become the Successor Holder of your TFSA in the event of your death while your TFSA continues to exist, in which event your spouse becomes entitled to all future rights under the TFSA, including the irrevocable right to change any beneficiary designation made, or similar direction imposed, by you under the arrangement or relating to property held in connection with the arrangement.

### 8. Beneficiary Designation

In the event you do not designate your spouse as successor holder, you may designate a beneficiary to receive the proceeds of your TFSA in the event of your death while your TFSA

Details of our requirements for making, changing or revoking such a designation are available from our offices

### 9 Death

Where you have not properly elected to have your spouse become the successor holder, we will, once we have received the documentation we require, pay the proceeds of your TFSA by a single payment, less applicable 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, your TFSA proceeds will be paid by a single payment, less any required income tax deductions, to your estate. Upon payment of your TFSA 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.

10. Ceases to be a TFSA A qualifying arrangement ceases to be a TFSA immediately before the earliest of the following events:

(a) the death of the last holder of the arrangement,

(b) the arrangement ceasing to be a qualified arrangement, and

(c) the arrangement not being administered in accordance with the conditions in Section 146.2 subsection (2) of the Income Tax Act

### 11. Responsibility

It is your responsibility to:

Ensure that your date of birth as recorded on your application is accurate.

Notify us promptly with particulars, should you become a non-resident of Canada for

Keep us advised, in writing, at all times of any changes in your address.

# 12. Amendments

We may from time to time amend this arrangement 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 affecting the terms of your TFSA, required amendments may be made without notice to you to ensure that your TFSA continues to comply with the relative legislation.

# 13. Notices

Any notices given to us by you under your 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.

# 14. Assignment as Security

You may use your interest in your TFSA as security for a loan or other indebtedness. This right applies only if the debt agreement is on arm's length terms and it is reasonable to conclude that none of its main purposes is to enable another person or partnership to benefit from the exemption from tax provided in respect of the TFSA.

League Savings and Mortgage Company reserves the right to receive sufficient information

concerning the debt agreement to satisfy compliance with this requirement before acknowledging and recording any assignment.

# 15. Right of Offset

Unless you have pledged your TFSA to us as security for borrowings, we have no right of offset as regards to the property held under the TFSA in connection with any debt or obligation owing to us.

We shall provide you with a copy of the fee schedule in effect from time to time. We shall be was also provided you will a copy of the less called an in latest many the fees as may be provided for in the fee schedule in effect at that time. The fees payable are subject to change provided that you shall be given at least 60 days notice prior to any change in such fees becoming effective. We are fully authorized by you to withdraw payment of the above fees from the assets of the TFSA without seeking the prior approval of the holder.

# 17. Resignation

We may resign any time by delivering 60 days notice of our resignation to you. In the event of our resignation, you will have the option of transferring to another Depositary or Issuer to ensure the continuance of your TFSA. We will do such things as may be requisite in order to ensure the continued and uninterrupted operation of your TFSA. Should you fail or refuse to appoint a successor Depositary or Issuer, we reserve the right to appoint one for you and transfer any funds in your TFSA to them.

# 18. Ultimate Responsibility

Notwithstanding any Agency Agreement, League Savings and Mortgage Company, as Issuer, have ultimate responsibility for the administration of each TFSA under this specimen. No changes to the specimen can be made by any agent.

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# (FORM 115) CONSENT AND AUTHORIZATION TO USE PERSONAL INFORMATION

- 1. As the undersigned(s) to this Consent and Authorization to Use Personal Information, and in connection with the application to League Saving and Mortgage Company ("LSM") for a financial product and/or service, and/or providing a guarantee in support of an application for a financial product and/or service (the "Application"), I/we (individually and collectively, as applicable, referred to hereafter in the singular) provide LSM with consent and authorization to:
  - a) verify, confirm, collect, use, and/or disclose any personal information contained in the Application for making reasonable inquiries and decisions necessary for evaluating the Application:
  - b) in the case of a mortgage or loan application: request, collect and obtain from LSM or its affiliates; any person; credit reporting agency; insurer; financial institution; or any other entity as may be required, any information necessary to verify and confirm the state of my financial affairs; and
  - c) collect, use and disclose my personal information for the following purposes:
    - i. to understand my financial needs;
    - ii. in the case of a mortgage or loan application, to evaluate my credit standing and to share or exchange reports and information with credit reporting agencies, insurers and/or other financial institutions;
    - iii. to determine my suitability and eligibility for products and services including loan insurance;
    - iv. to promote and offer LSM products and services to me, or those of others that LSM believes may be of interest to me:
    - v. to meet legal and regulatory requirements;
    - vi. to investigate and adjudicate insurance claims, fraudulent and/or other illegal activities;
    - vii. to provide ongoing service to me, and disclose my personal information to anyone who works with or for LSM, but only to the extent necessary for providing products and/or services to me;
    - viii. where my account has originated through a credit union or broker/agent, to release periodic information on these accounts to the referring source to enhance the level of service provided to me; and
    - ix. to protect my interests and those of LSM.

"Personal information" means information that identifies me as a customer of LSM and includes, without limitation, information provided to LSM and information obtained from other sources with my consent.

- 2. I hereby understand and acknowledge that if the Application is a referral from a credit union or broker/agent, LSM may pay a referral fee as compensation to the referring agent.
- 3. Where LSM is unable to approve my Application for a real property mortgage, I provide LSM with consent and authorization to refer the Application to another lender (an "Alternate Lender") who, subject to my final agreement, may approve the Application on terms and conditions it deems acceptable. For this purpose, as applicable, I provide consent and authorization for:

- a) disclosure of any personal information concerning the Application by LSM to an Alternate Lender:
- b) disclosure of details of an approved Application by the Alternate Lender to my real estate agent; and/or
- c) disclosure of any personal information by the Alternate Lender concerning its approved Application to LSM from time to time over the term of the mortgage, and LSM's collection of that personal information.
- 4. I consent and authorize LSM, at its sole option and without further notice to me, to disclose my personal information to the referring credit union or broker/agent for the purpose of their being kept up to date on the balance and renewal status of the LSM product(s) and/or service(s) I received from that referral, as applicable.
- 5. I acknowledge that my consent and acknowledgement under paragraph 1 may only be withdrawn prior to the Application being approved, and is effective only through written notice of such withdrawal to LSM. Receipt of such notice will result in a declined Application. Once an Application is approved, consent provided under paragraph is required for LSM's delivery of its products and/or services and cannot be withdrawn.
- 6. From time to time, I consent to LSM sending me commercial electronic messages to promote and offer its products and services, and/or those LSM believes to be of interest to me. I understand that I may withdraw my consent to receive these messages at any time by using the unsubscribe mechanism accompanying those messages.

Please complete the following section in full:						
☐ Yes, I do.	If your loan application is for a real property mortgage, do you consent to the referral					
☐ No, I do not.	of your application to an Alterna	e Lender as described in paragraph 3?				
☐ Not applicable.						
☐ Yes, I do.☐ No, I do not.	Do you consent to LSM sending you commercial electronic messages to promote their products and services to you as described in paragraph 6 above?					
DATED the day of, 20 .						
Name of Applicant or	Guarantor (please print)	Signature of Applicant or Guarantor				
Name of Co-Applicar	nt (please print)	Signature of Co-Applicant				

For more information regarding League Savings' commitment to protecting your privacy including your right to limit or withdraw your consent and authorization respecting your personal information, please review League Savings' Privacy Code available at <a href="https://www.lsm.ca">www.lsm.ca</a> or call us at 1-800-668-2879. Our address is 6074 Lady Hammond Road, Halifax, NS, B3K 2R7.



# **Deposit Disclosure**

This disclosure of interest information, fees and charges applies to all GIC, RRSP, RRIF and TFSA deposits held with League Savings and Mortgage. Fees and charges are subject to change, with advance notice.

League Savings and Mortgage is a member of the Canada Deposit Insurance Corporation (CDIC). CDIC insures many types of savings against the failure of a financial institution. Please visit our website at www.lsm.ca under Investing/CDIC Information for a complete listing of League Savings and Mortgage products eligible for coverage.

### DISCLOSURE OF INTEREST INFORMATION

### Variable Rate Deposit

- Interest rates are priced to market.
- Interest is calculated on the daily closing balance.
- Interest is paid monthly.

### Redeemable 1 Year Deposit

- Interest is guaranteed for the term of the deposit.
- Interest is calculated on an annual basis as a percentage of the daily closing balance.
- Interest is paid at maturity or at time of redemption.

### Fixed-Term Deposits (Non-Redeemable prior to the Maturity Date) 1 – 5 Years

- Interest is guaranteed for the term of the deposit.
- Interest is calculated on an annual basis as a percentage of the deposit amount.
- Interest is paid annually (or more frequently, in accordance with the specified interest payment frequency on the deposit) and at maturity of the deposit.

### **Index Linked Deposits Non-Redeemable**

- Principal is 100% guaranteed.
- Rate of return is based on the growth of the average of monthly closing values of the S&P/TSX 60 Index over the term of the deposit, multiplied by the Participation Rate and is paid at maturity.

### Better Earth Portfolio Market Linked Guaranteed Investment Non-Redeemable

- Principal is 100% guaranteed.
- Rate of return is based on the variation in the price of 20 equal-weighted equity securities paid at maturity.

### **DEPOSIT RENEWALS**

### 21 Day Rate Guarantee

• A notice of maturing deposit will be mailed approximately 21 days prior to maturity date. Depositors will receive the highest rate within 21 days prior to the maturity date.

### **Automatic Renewal**

- If League Savings and Mortgage has not received renewal instructions, the deposit will be renewed for a similar term at the current posted rate of interest.
- Deposit may be amended, redeemed or transferred within 10 business days.

### **DISCLOSURE OF FEES & CHARGES**

### Transfer Fee

\$75.00 for each transfer of a registered product

### Early Withdrawal of Redeemable 1-Year Deposit

No interest will be paid if redemption is within 30 days of purchase or last renewal date.

# Redemption of a Non-Redeemable Deposit Prior to the Maturity date due to Financial Hardship

- Pre-approval of League Savings and Mortgage
- \$100.00 transaction fee
- Plus 50% discount of interest earned on each deposit since deposit/renewal date

### Special Withdrawal from Non-Redeemable RRIF Deposit Prior to Maturity

- A maximum of 25% of the previous year-end balance
- Limit of 2 special withdrawals per year
- \$25.00 transaction fee per withdrawal

### **Pension Legislated Special Withdrawal Request**

• \$150.00 transaction fee

### Change of Registration/Internal Transfer

\$25.00 transaction fee per deposit

# Returned Items (funds returned to League Savings and Mortgage due to insufficient funds)

• \$25.00 transaction fee

### Other Fees

- \$150.00 per hour, minimum charge of \$150.00 to research historical information and calculations
- \$25.00 fee to provide personal information pursuant to federal or provincial privacy legislation

Client service is a priority. If you believe League Savings and Mortgage has not met our obligations, it is important we hear from you. A formalized process is in place to assist you in obtaining a satisfactory response to any concerns or complaints you may have regarding our obligations or charges, details of which are available at www.lsm.ca/Contact Us/Resolving Concerns.

Revised February 2021 Effective Date: May 1, 2021

# **Important Notice**

RE: Tax Free Savings Account Contracts

Your TFSA contract(s) with League Savings and Mortgage (LSM) is presently held under the TFSA specimen plan trusteed by League Savings & Mortgage Company.

Effective January 1, 2022, your TFSA contract(s) will be converted to a new specimen plan registered as the League Savings & Mortgage Tax Free Savings Account, which will be trusteed by Concentra Trust. All administration and processing will continue to be conducted directly at League Savings & Mortgage Company. This conversion does not alter the investment(s) held in your TFSA contract. Funds continue to remain on deposit at League Savings & Mortgage Company with interest rates and investment terms remaining unchanged.

Included in your TFSA package is a Deposit Disclosure for 2021. There will be an amended Deposit Disclosure, which will be in effect as of January 1, 2022. The new Deposit Disclosure is located on <a href="https://www.lsm.ca/general">www.lsm.ca/general</a>.

We suggest the documentation provided be retained for reference purposes.

League Savings & Mortgage Company



# **Protecting your deposits**

Canada Deposit Insurance Corporation (CDIC) is a federal Crown corporation that protects your deposits for up to \$100,000 per insured category at financial institutions that are CDIC members. Coverage is free and automatic – you don't have to sign up.

# What's covered?

- · Savings and chequing accounts
- Guaranteed Investment Certificates (GICs) and other term deposits
- Foreign Currency Deposits

# What's not covered?

- · Mutual funds, stocks, and bonds
- Exchange Traded Funds (ETFs)



# Add up your coverage!

We protect deposits in CDIC members to help with your savings goals. If you deposit money in **savings accounts**, **chequing accounts** or **GICs** and **other term deposits**, it is protected for up to \$100,000.



# What happens if a CDIC member fails?

Your money belongs in your hands. CDIC works hard to protect your savings and your access to financial services. If your institution closes, we will provide access to your insured funds (including interest) within days. It's automatic – we will contact you.

### What you can do

- Know what is covered and what is not
- Keep your contact information up-to-date at your financial institution
- Make sure your broker or financial advisor knows about CDIC's rules for deposit protection

# Want to know more?

CDIC is a federal Crown corporation, and is fully funded by CDIC members.

Visit our website

cdic.ca

Call us

1-800-461-2342







