



Your customer number \_\_\_\_\_

Your account number \_\_\_\_\_

Date \_\_\_\_\_

## Your Tax-Free Savings Account (TFSA) Beneficiary Form

Dear \_\_\_\_\_,

This form allows You to designate a successor holder and/or other beneficiary of Your Simplii Financial Tax-Free Savings Account only if the jurisdiction where You live permits such a designation. Unless otherwise defined, capitalized terms used here have the meaning set out in the Simplii Financial Tax-Free Savings Account Agreement ("Agreement"). The provisions under Client Acknowledgement and Agreement at the end of this form and the Agreement apply to this designation. **Please read them carefully.**

Please note that a beneficiary designation can only be effective if, among other things, We have received it for Our records.

**You revoke any prior designation of successor holder or other beneficiary of this TFSA.**

### Section 1 - To designate a Spouse/Common-law Partner as the Successor Holder

You designate Your Spouse/Common-law Partner to become the Successor Holder of Your TFSA on Your death. This designation will apply regardless of any further designation in Section 2 unless Your Spouse/Common-law Partner named below has either predeceased You, disclaimed or is not Your Spouse/Common-law Partner at the time of Your death.

#### Spouse or Common-law Partner Information

Title \_\_\_\_\_ First Name \_\_\_\_\_ Initial(s) \_\_\_\_\_ Last Name \_\_\_\_\_

### Section 2 - To designate a Beneficiary Designation of beneficiary other than or as an alternative to Your Spouse/Common-law Partner as the Successor Holder

You designate a beneficiary (s) of the TFSA Plan Proceeds on Your death only if You have:

- a) not designated a successor holder of the TFSA in Section 1 above; or
- b) designated a successor holder of the TFSA in Section 1 above, but the person has either predeceased You, disclaimed or is not Your Spouse/Common-law Partner at the time of Your death:

Beneficiary	Percentage (%)	Relationship

If You do not designate a beneficiary and You sign this form, the Plan Proceeds will be payable to Your Estate Representative.

Your customer number

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## Client Acknowledgement and Agreement

You acknowledge and agree:

Your responsibility:

- If You wish to use this designation form, it is Your responsibility to consult with the appropriate legal or tax advisor to verify that it meets Your needs.
- We are not responsible for providing You with legal and tax advice regarding this designation form or that any beneficiary/successor holder designation reflects Your intentions. By accepting the designation We are not approving or confirming its validity or effectiveness.
- It is Your responsibility to make sure any designation of successor holder or other beneficiary designation reflects Your intentions including if there is any change in Your status as a Spouse/Common-law Partner or the death or birth of any person You have designated or intend to designate as a successor holder or other Beneficiary. It is Your responsibility to inform any Beneficiary, named successor holder, or any person whom You may wish to appoint as Your estate representative of the terms of any designation or other testamentary disposition regarding the TFSA. This includes informing any person You may have designated as successor holder, that the right to become a successor holder may no longer be available if the TFSA is a Post-Exempt Trust, as provided in the Agreement. We are not responsible for contacting any person designated on this form or informing them of any entitlement they may have after Your death.

Ineffective designation:

- If a designation is made and it is not effective in Your jurisdiction as of Your date of death, after Your death the Plan Proceeds will be payable to Your Estate Representative.
- **Note to holders domiciled in Quebec:** Successor holder and other beneficiary designations are not accepted in Quebec.
- **Designation of a charity:** If You wish to designate a charity as a beneficiary, it must be a corporation. Designation of an unincorporated charity is not permitted on this form. If it is Your intention to name an unincorporated charity as a beneficiary, please seek legal advice as to whether this can be done and if permissible, do so in the provisions of Your Will. If a designation is made to an entity that is not an individual or a corporation, it will be treated as invalid and any portion of the Plan Proceeds that would have been subject to such invalid designation will be payable to Your Estate Representative.

**Notice required by law for Manitoba residents:** Your designation of a beneficiary by means of a designation form such as this will not be revoked or changed automatically by any future marriage or divorce. Should You wish to change Your beneficiary in the event of a new marriage or divorce, You will have to do so by means of a new designation.

**With respect to Section II above:**

- If You designated more than one Beneficiary above, the Plan Proceeds will be divided among the Beneficiaries designated above in the percentage shares You indicated above and if the percentages are unclear the TFSA Plan Proceeds will be divided equally among the above designated Beneficiary(s) who survive You.
- Should any above designated Principal Beneficiary not survive You, that deceased Beneficiary's share will be divided equally among the above designated Beneficiaries who do survive You.
- If no Beneficiary designated above survives You, the TFSA Plan Proceeds will be distributed to Your Estate Representative.

**Collecting and sharing information:** After Your death, We may share information contained in this form with Your Estate Representative, any person designated as a successor holder or other beneficiary on this form, or any other person where the information on the form is relevant to administer Your Estate or the TFSA Plan Proceeds. As set out in the CIBC privacy brochure, "Your Privacy is Protected", if You provide us with information about another individual, We will assume You have the authority to provide this information and to consent to its collection, use or sharing for the purposes set out in the CIBC privacy policy.

**Indemnity:** You indemnify, save harmless, release and discharge Us for and from, any claims, expenses and/or losses which may arise or be incurred by them as a result of this designation including, without limitation, due to their payment of the Plan Proceeds in accordance with this designation and the Agreement. You also agree that this indemnity is binding on Your Beneficiaries and estate.

You have asked that this form and all related documents be in English only.

*Vous avez exigé que la présente formule et tous les documents qui s'y rattachent soient rédigés en anglais.*

\_\_\_\_\_  
Date (Month day, year)

X \_\_\_\_\_  
Signature (sign within box)