



885 West Georgia Street, Vancouver, BC V6C 3E9

Addendum for “Locked-In” Money Transferred from a Pension Plan (Nova Scotia)

The undersigned applicant (the “Annuitant”) has applied for a locked-in:

- (✓ Please check one.)
- HSBC Bank Canada Retirement Savings Plan (337-001)**
 - or an **HSBC Trust Company Retirement Savings Plan (544-001)**
 - or an **HSBC Mutual Funds Retirement Savings Plan (544-004)**
 - or an **HSBC Pooled Funds Retirement Savings Plan (544-008)**
 - or an **HSBC InvestDirect Self-Directed Retirement Savings Plan (544-010)**
- (the “Plan”)

In this addendum (the “Addendum”), if “HSBC Bank Canada Retirement Savings Plan” is checked-off, the issuer (the “Issuer”) is HSBC Bank Canada. If “HSBC Trust Company Retirement Savings Plan”, “HSBC Mutual Funds Retirement Savings Plan”, “HSBC Pooled Funds Retirement Savings Plan”, or “HSBC InvestDirect Self-Directed Retirement Savings Plan” is checked-off, the Issuer is HSBC Trust Company (Canada), a subsidiary of HSBC Bank Canada. This Addendum is signed by either an authorized agent of or an authorized representative for the Issuer.

1. The Annuitant acknowledges that all or a portion of the Annuitant’s pension benefits (being defined as the value of pension benefits transferred including investment earnings and hereinafter described as the “Benefits”) being transferred to the Plan are subject to the locking-in provisions of the Pension Benefits Act (the “Act”) of Nova Scotia, or Regulation 200/2015 made under the Act (the “Regulations”).
2. Notwithstanding anything to the contrary contained in the Plan, including any endorsements forming a part thereof, “spouse” does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting Registered Retirement Savings Plans.
3. The Benefits transferred into the Plan, including all investment earnings, cannot be commuted or surrendered during the lifetime of the Annuitant except as provided by the Act and the Regulations and any transaction purporting to surrender or commute the money is void.
4. No money in the Plan can be withdrawn except:
 - 4.1 to transfer the Benefits to another LIRA on the relevant conditions specified in the Regulations,
 - 4.2 to purchase only an immediate or deferred life annuity as stipulated in subsection 146(1) of the Income Tax Act (Canada), provided by a person authorized under the laws of Canada or a province to sell annuities as defined in Section 248 of the Income Tax Act (Canada) under an insurance contract that meets the requirements of the Act and Regulations, provided the annuity does not commence on a date earlier than 10 years prior to the earliest normal retirement date provided under any of the pension plans from which the funds have been transferred,
 - 4.3 to transfer the Benefits to another registered pension plan on the conditions referred to in the Act and Regulations,

- 4.4 to transfer the Benefits to an acknowledged Life Income Fund that is administered in accordance with the Regulation,
 - 4.5 to transfer to a pooled registered pension plan.
5. Subject to paragraph 7 of this Addendum, no withdrawal, commutation or surrender of Benefits is permitted except where an amount is required to be paid to the Annuitant to reduce the amount of tax otherwise payable under Part X.1 of the Income Tax Act (Canada) as permitted by the Act or the Regulation.
 6. (a) Except as provided in the Act or Regulations, the Benefits may not be assigned, charged, alienated, anticipated or given as security, and any transaction purporting to assign, charge, alienate, anticipate or give the Benefits in the Plan as security is void.

(b) The Benefits are exempt from execution, seizure or attachment except as permitted by the Act or the Regulations.
 7. Notwithstanding paragraph 5 of this Addendum, the value of the Benefits may be paid to the Annuitant, in a lump sum or a series of payments provided that a physician certifies that due to an illness or a disability, the life expectancy of the Annuitant is likely to be shortened to less than 2 years.
 8. The Benefits will be invested in a manner that complies with the rules for the investment of RRSP money contained in the Income Tax Act (Canada) and the regulations thereunder and will not be invested, directly or indirectly, in any mortgage in respect of which the mortgagor is the Annuitant or the parent, brother, sister or child of the Annuitant, the spouse of the Annuitant or the spouse of the parent, brother, sister or child of the Annuitant. The Annuitant directs the investments of the monies in the Plan.
 9. Where the Benefits are paid out contrary to the Act or this Addendum, the Issuer will provide or ensure the provision of a pension equal in value to the pension that would have been provided if the Benefits had not been paid out.
 10. The Issuer, before transferring the Benefits to another financial institution, will advise the transferee financial institution in writing of the locked-in status of the Benefits and make its acceptance of the transfer subject to the conditions provided for in this Addendum together with the provisions of the Act and Regulations.
 11. If the Issuer does not comply with clause 10 and the transferee financial institution fails to pay the Benefits transferred by the Issuer in the form of a pension or in the manner required by this Addendum, the Issuer will provide or ensure the provision of the pension referred to in clause 9.
 12. The Issuer affirms that the pension to be provided to the Annuitant who has a spouse shall be in the form of a joint-and-last survivor pension under which not less than 60% of the value of the annuity payment shall continue to the survivor for the survivor's lifetime following the death of the Annuitant or the spouse. The Annuitant's spouse may waive entitlement to the survivor pension by filing the appropriate waiver required under the Act with the Issuer.
 13. If the Annuitant should die prior to the purchase of the life annuity contract specified in paragraph 4.2 of this Addendum, the money in the Plan shall:
 - (a) if the Annuitant is survived by a spouse:
 - (i) be paid to the Annuitant's spouse.
 - (b) if the Annuitant is not survived by a spouse, or the spouse has waived his/her entitlement or is not otherwise entitled to the money under the Act or the Regulation:
 - (i) be paid to the Annuitant's designated beneficiary, or,
 - (ii) if no beneficiary has been designated, be paid to the Annuitant's estate.
 14. No money that is not locked-in will be transferred to or held under the Plan unless the locked-in money is to be held in a separate account which will contain only locked-in money. The administrator of any pension benefits that are being transferred to this Plan will provide a statement to the Issuer indicating whether the commuted value of the pension benefit was determined in a manner that differentiated on the basis of sex. Where the commuted value of a pension benefit which was transferred to this Plan was determined in a manner that did

not differentiate on the basis of sex, any immediate or deferred life annuity purchased with the funds in this Plan shall not differentiate on the basis of the sex of the recipient.

15. If the Annuitant has not provided the Issuer with the necessary documentation to start a pension, the Issuer will, before the end of the calendar year in which the Annuitant attains the age of 71 years or such other age as prescribed by the Income Tax Act (Canada),
 - (a) purchase an immediate life annuity contract, as stipulated in subsection 146(1) of the Income Tax Act (Canada), for the Annuitant, or
 - (b) transfer the money to an acknowledged LIF on the relevant conditions specified in the Act and Regulations.
16. The conditions of this Addendum will take precedence over the provisions in the applicable agreement or declaration of trust governing the Plan in the event of conflicting or inconsistent provisions.
17. The Issuer shall not amend this Addendum except as provided in Schedule 3: Nova Scotia LIRA Addendum and the Regulations.
18. The Issuer is entitled to rely on the information provided by the Annuitant on an application to purchase the Plan.
19. The Issuer shall provide the information described in section 4 of Schedule 3: Nova Scotia LIRA Addendum to the persons indicated in that section.
20. With respect to commutation or withdrawal of monies from the Plan as permitted by the Act or the Regulations and contemplated by paragraphs 3 and 7 of this Addendum:
 - (a) the Issuer is entitled to rely on the information provided by the Annuitant in an application to withdraw money from the Plan;
 - (b) an application that meets the requirements of the Act and the Regulations constitutes an authorization to the Issuer to make the payment from the Plan in accordance with the Act and the Regulations;
 - (c) the Issuer shall make the payment to the Annuitant no later than 30 days after the Issuer receives the completed application and accompanying documents; and
 - (d) for "small amount unlocking for Annuitant at least 65 years old", the value of all of the assets in all locked-in retirement accounts and life income funds owned by the Annuitant on the date the Annuitant signs an application to withdraw or transfer funds must be determined using the most recent statement about each locked-in retirement account or life income fund given to the Annuitant dated no earlier than 1 year before the Annuitant signs the application.
21. A copy of Schedule 3: Nova Scotia LIRA Addendum to the Regulations is attached hereto and forms part of this Addendum. The provisions in Schedule 3 will take precedence over the provisions in this Addendum or the applicable agreement or declaration of trust governing the Plan, in the even of conflicting or inconsistent provisions.

The Annuitant transferor of locked-in pension money to be transferred to the Issuer to purchase the within Plan acknowledges and agrees that the Plan and any earnings thereon are locked-in and shall not be available to the undersigned except as a pension, life annuity contract or otherwise as provided in this Addendum.

Applicant's Name (Please Print)

Applicant's Signature

Date

Branch/Account Number

Authorized Agent of/Representative
for the Issuer

Plan Number

\$ _____
Amount Received