



F31A(23-09) ACC

# **Investment Loan Application and Agreement**



# **IMPORTANT**

#### You must:

- Print 3 copies of this application
- Send the original copy to head office
- Give a copy to the client
- Keep a copy for your files

# **INSTRUCTIONS FOR AGENTS** CONTROL LIST OF INFORMATION AND DOCUMENTS REQUIRED FOR AN INVESTMENT LOAN

Please read the following carefully and make sure all required documentation is attached to the loan application. Please note that any missing or incorrect information will delay the approval process. To determine the initial minimum monthly payment, refer to document F13-1007 and find the monthly repayment factors according to the repayment term.

#### THE INVESTMENT LOAN IS NOT SUITABLE FOR ALL INVESTORS.

Note: The initial investment in the Non-registered Annuity Contract is required to have been made by the date this loan application is approved by the Company.

## 1. Eligibility criteria

- Stable, above-average Borrower income
- High net worth
- Good financial habits (stable and balanced)
- Moderate to advanced investment knowledge
- Moderate to high risk tolerance
- Ability to meet the monthly loan obligation
- Permanent SIN in Canada



Even if an investor matches the investor profile and/or the financial situation criteria, there is no guarantee that this loan application will be approved by the Company.

2. Required forms				
F31A	Duly completed Investment Loan Application and Agreement (F31A)			
F17A if applicable	Application for an IAG Savings and Retirement Plan Non-registered Annuity Contract (F17A) or indicate contract number in PART 1 for an existing contract			
☐ Investment instructions	Enter client investment instructions in the applicable section of form F17A or in Part 4 of this F31A form			
F51-122A	Investor Profile — Paper (F51-122A) or electronic version			
F51-208A	Duly completed Money Laundering form (F51-208A)			
Void cheque MANDATORY	A blank cheque marked "void" with the Borrower's name printed on it (company cheques will not be accepted)			
Advisors may have additional document requirements specific to their agency.				
3. Details of required cli	ent documents for analysis			



The following documents must be attached to the Investment Loan Application and Agreement (F31A):

#### INCOME

Employment income	Commission income		
One of the following documents is required:	Notice of assessment for the last two years		
<ul> <li>☐ Recent pay stub (within the last 30 days)</li> <li>☐ Most recent T4A</li> <li>☐ Most recent notice of assessment</li> </ul>	Self-employed workers  One of the following documents is required:		
Retirement income All of the following documents are required:	☐ Financial statements for the last two years ☐ Notice of assessment for the last two years ☐ Tax slip if available		
<ul> <li>Most recent notice of assessment</li> <li>T4A − Statement of pension, retirement, annuity or other income</li> <li>T5 − Statement of investment income</li> <li>Most recent tax slips</li> </ul>	Rental income  T1 General from the past two years, including Form T776 to confirm reported income. Only the Borrower's share is considered (if applicable).		

#### ACCETO

(main residence, rental buildings, other real estate):  Real estate assessment of the property (most recent)  Municipal tax bill (most recent)  Note: Land and woodlots can be considered upon presentation of the required documents.	
(main residence, rental buildings, other real estate):  Real estate assessment of the property (most recent)  Municipal tax bill (most recent)  Note: Land and woodlots can be considered upon presentation of the required documents.	
Municipal tax bill (most recent)	provide the official statement where the onths):
	ntion the name and address of the holder, at least the transactions of the last 6 months.

, t	he agent,	, have:	
	Presenter	d and explained the leverage	e ef

Presented and explained the leverage effect to the Borrower using the provided scenarios;
Explained the risks related to an investment loan to the Borrower;
Told the Borrower that the Company may request additional information if needed.

Provided my client, who lives in Quebec, with a copy of the contract in French before its signature in English.

# NOTICE CONCERNING THE EFFECT OF THE USE OF A LEVERAGE LOAN WHEN INVESTING IN SEGREGATED FUNDS THROUGH A NON-REGISTERED INDIVIDUAL VARIABLE ANNUITY CONTRACT

There are three ways to invest in segregated funds through a non-registered individual variable annuity contract: through cash only, a portion in cash with a loan or with a loan only. When you invest in segregated funds using cash only, your possible gain or loss is based only on the variation in the value of the segregated funds in which you invest.

However, when you use the leverage effect, you substantially increase the possible gains or losses on the cash that you invest. Therefore, Industrial Alliance Insurance and Financial Services Inc. ("iA Financial Group") wants to ensure that any investor who is thinking about borrowing money to use the leverage effect be informed of the risks inherent in this strategy by reading the explanations provided here.

For example,\* suppose a \$50,000 investment made in segregated funds loses 10% of its value and is now worth \$45,000. For a cash investment, where no loan is made, the loss would be 10%. For an investment made using \$50,000 in cash and a \$100,000 loan, for a total investment of \$150,000, the same 10% decrease in value would result in a \$15,000 drop in capital, which represents a 30% loss of the cash investment. Finally, for a client who opts for a \$50,000 investment that is completely financed through a loan, a 10% drop in the value of the investment would mean that, in addition to the \$45,000 in proceeds from the disposition of the investment, the client would personally have to pay an additional \$5,000.

The level of risk involved in an investment financed by a loan varies depending on market conditions and the investments made.

In addition, it is important to learn about the terms of a loan guaranteed by an individual non-registered variable annuity contract. For investment loans for which the chosen repayment option is interest only, iA Financial Group reserves the right to convert the interest only repayment option to the principal plus interest option if the loan balance exceeds 125% of the admissible value.\*\*

To illustrate the previous paragraph, let's use the example\* of a \$100,000 zero-cash investment loan with the interest only repayment option. If the value of the investment goes from \$100,000 to \$75,000, the loan balance will then represent 133% of the admissible value, exceeding the maximum ratio of 125%, and iA Financial Group may require that the interest only repayment option be changed to the principal plus interest option.

Also, for all loan investment options, you must be able to pay the interest on your loan. If you are thinking of using the leverage effect to make an investment in iA Financial Group's segregated funds through a non-registered individual variable annuity contract, you should first make sure that you have the financial resources needed to pay the interest on the loan and to repay a portion of this loan if required.

- \* The examples mentioned in this notice do not consider any tax payable or any redemption or administration fees that may apply.
- \*\* Admissible value: Value of the segregated funds of the individual non-registered variable annuity contract granted as collateral assignment.



## **INVESTMENT LOAN APPLICATION AND AGREEMENT**

**F31A** 

F31A(23-09) ACC

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PARTI			
New application (Write NP number)		nnuity contract g contract number)	
NP			
Capitalized words and expressions have the mea	ning set out in "DEFINITIONS" in Part 6, Section B of this Loar	n Agreement.	
A - Lender			
Industrial Alliance Insurance and Financial Services Ir	nc., hereinafter "iA Financial Group" or the "Company".		
B - Borrower			
	First name:	Last name:	
	SIN (Mandatory):	Date of birth: Y M D	
	Gender: ☐ Female ☐ Male Language: ☐ English	n French	
	Tel. (home):	Email:	
	Address: Number, street	Apt., PO Box	
	City  Last name at birth (if different):	Province Postal code	
	Place of birth (country or province):	Resident of Canada: since birth OR L	M 
C - Employment			
	Current employer:	Position:	
	Since:	Type of business:	
	Address: Number, street	Apt., PO Box	
	City  Previous employer (if less than two (2) years with current e	Province Postal code employer):	
	Position:	Number of years at previous employe	r:
D - Life Insurance Agent Information	n		
Agency	Agency code: Name of district or agency:		
Agent Important – Agent code must be active.	FundSERV code: Sales rep.:  OR  Agent code: SU:	Dealer:	
	Name of agent:		

PART 2		
A - ANALYSIS OF YOUR FINANCIAL	SITUATION	
Mandatory	Have you declared bankruptcy in the last five (5) years No Yes. If yes, date of discharge: Have you filed a proposal under the Bankruptcy and Interpretation No Yes. If yes, date of certificate of full per Have you ever been subject to a garnishment?  No Yes. If yes, for what reason?: Have you ever had property seized?	solvency Act in the last five (5) years ? formance:
B - INCOME	No Yes. If yes, for what reason?:	
MANDATORY — Proof of income required, see Instruction page for more details.		
C - BALANCE SHEET (MANDATORY	<b>o</b>	
ASSETS	Principal residence  — Purchase price \$	
LIABILITIES	Mortgage Ioan – Rent  Mortgage Ioan balance \$  Personal Ioans \$ (furniture, electronic appliances, miscellaneous)  Line(s) of credit and/or Ioan(s) \$  Vehicle(s) – Ioan or lease \$  Credit cards \$  Other financial obligations \$  Total of liabilities (1) + (2) + (3)	(rent and/or mortgage payment)  Monthly payment\$ (2)  Monthly payment\$ (3) or 5% of the balance due
Monthly amount available to repay the investment loan	Income <b>(A)</b> - Total liabi	lities (B) = \$* (C)  nt must be sufficient to cover the monthly payment amount determined
D - TYPE OF LOAN		
Repayment options Check one	Interest only: each payment includes payment too Principal and interest: each payment includes pay	
Type of loan Check one	☐ 100% investment loan WITHOUT margin call Minimum of \$10,000 up to a maximum of \$300,00 ☐ 1:1 investment loan WITHOUT margin call: lo Minimum of \$10,000 up to a maximum of \$300,00	oan ≤ the Borrower's cash investment.

PART 3	
In PART 3, the terms "you", "your" and "yours"	refer to the Borrower and Co-borrower. The terms "we", "us", "our" and "ours" refer to iA Financial Group.
A - Information Box	
Total Principal Amount (Investment loan amount)	Loan application for the following amount: \$(A) +
	Existing loan balance, if applicable: \$(B) (contract no)  Total Principal Amount: (A) + (B) = \$
	(1) To determine the MINIMUM AND MAXIMUM AMOUNTS PERMITTED, please refer to Section D of Part 2 of the Loan Agreement.
Interest Rate	Annual rate: $ {} (\text{Prime rate}) + {} (\text{Increment}) \% = {} (\text{Annual Interest Rate}) \%^{(2)} $ (2) For interest rates in effect, consult the loan section of our website at ia.ca.
	Interest rates are variable. The rates indicated are those in effect at the date of signature of the present loan application.
Interest calculation	The annual Interest Rate applicable to the total Principal Amount is the Royal Bank of Canada's Prime Rate plus an increment. The annual Interest Rate will change automatically, without notice to you, whenever the Prime Rate changes.  The interest is calculated according to the following formula:  Loan Balance on the date of the last capitalization of interest X (number of days elapsed since the last capitalization/365) X Interest Rate then in effect.  Interest is calculated daily and is added to the Total Principal Amount at the end of the month.
Annual Percentage Rate (Credit rate in Quebec)	The "Annual Percentage Rate" is equal to the annual Interest Rate.
Investment date of loan amount	If all documents are properly completed, the loan application process is estimated to take at most <b>ten (10)</b> business days.  The Principal Amount loaned, or the portion added to an existing loan if applicable, will be invested directly into the contract identified in PART 1 and the interest will start to accrue on the following day.
Term of the loan	<ul> <li>(a) If the interest-only repayment option is selected, the term is: 240 months The term of the loan is open, which means that you can repay all or a portion of your loan at any time without charge. </li> <li>(b) If the principal-and-interest repayment option is selected, the term is: months (Choose a repayment term of 60, 120, 180, or 240 months.)</li> </ul>
Payments	Minimum monthly payment on the 1st of each month: <sup>(1)</sup> \$
	If you have chosen the principal-and-interest repayment option, each payment includes payment toward both principal and interest.
Prepayment Privilege	You may repay all or a portion of your loan at any time without charge.
Security	As security for your loan obligation, you assign as security (or hypothecate, in the province of Quebec), in favour of iA Financial Group, the Non-Registered Annuity Contract in which the investment loan is invested. See PART 6, sections 9 and 10.

## A - Information Box (continued)

#### Other fees

The following is a list of current fees charged by the Company, where permitted by law. Fees may change from time to time without notice to you.

- Extra copy of any statement or monthly statement on demand: \$50
- Each cheque or pre-authorized debit (PAD) that is not honoured: \$25
- Duplicate of the Loan Contract: \$50
- Statement indicating all transactions under the Loan Contract: \$50/hour (1 hour minimum)
- Modification(s) to the Loan Contract following a separation or a divorce: \$50
- Cancellation of the Loan Contract within 60 days following its issue: \$50

If the Borrower fails to comply with any obligation under the Loan Contract, in addition to interest, iA Financial Group may impose charges for recovering costs reasonably incurred for:

- a) Legal services to collect, or attempt to collect, any amount due;
- b) Realizing on any security interest or protecting such security interest, including the cost of legal services for that purpose; and
- c) Any charges incurred as a result of a dishonoured payment.

#### Miscellaneous

There is no amortization period nor default of payment insurance, nor any charge for prepayment applicable to the loan.

PART 3 continued	
B - Initial disclosure statement	
Total Principal Amount (Investment Ioan amount)	The Total Principal Amount includes the amount of the current loan you are applying for with this loan application and any outstanding balance <sup>(1)</sup> on an existing loan(s) if applicable. The Total Principal Amount is shown in the Information Box on line (C) under the heading "Total Principal Amount".  (1) Any outstanding balance on prior loan(s) that is indicated on line (B) of the Information Box under the heading "Total Principal Amount" becomes part of the Total Principal Amount and will now be governed by the terms and conditions of this Loan Agreement.
Interest Rate	The annual Interest Rate on the Total Principal Amount is equal to the total of the Prime Rate plus the increment which is established according to the rate scale (known as the "Rate Schedules - Individual GIC, PGA, SPIA and Others") in effect when this loan application is signed. The increment is based on the Total Principal Amount (which includes the amount of the current loan you are applying for with this application and any outstanding balance on existing loan(s)) indicated in the Information Box and the type of loan selected in section D of Part 2.
	The Interest Rate changes whenever the Prime Rate changes. If the Borrower selects the principal and interest repayment option, any changes in the Interest Rate can affect the loan amortization period.
	The interest is calculated according to the following formula:
	Outstanding balance of the Total Principal Amount upon the last capitalization of interest X (number of days elapsed since the last capitalization/365) X Interest Rate then in effect.
	Interest is calculated daily and is added to the Total Principal Amount at the end of the month.
	iA Financial Group reserves the right to change the loan maximum limit and the Interest Rate at any time without notice, subject to applicable laws.
Term	The term of the loan is shown in the Information Box.
Date of advance	Following iA Financial Group's approval of the loan application, the amount of the current investment loan will be advanced and invested in the Non-registered Annuity Contract specified in the documents enclosed with this application as per the instructions below.  a) If this loan is to be applied to an <b>EXISTING INDIVIDUAL VARIABLE ANNUITY CONTRACT</b> , enclose the appropriate investment instructions form with this Loan Application and Agreement. b) If this loan is to be applied to a <b>NEW NON-REGISTERED INDIVIDUAL VARIABLE ANNUITY CONTRACT</b> , enclose the application of the new non-registered individual variable annuity contract with this Loan Application and Agreement. If all documents are properly completed, the loan application process is estimated to take at most ten (10) business days.

# **Payments**

- a) The monthly payment amount is shown in the Information Box.
   The monthly payment amount can be higher or lower if the outstanding balance of the existing loan(s) is different from the amount shown in the Information Box.
- b) The total of all monthly payments is equal to: \$ (A) [monthly payment amount X number of months corresponding to the term shown in the Information Box]
- c) Where the interest-only repayment option is selected, the total interest charges over the 240 month term is equal to the total of all monthly payments as shown in line (A) above.
- d) Where the principal-and-interest repayment option is selected, the total interest charges over the term of the loan is equal to:

  [total of all monthly payments (line (A) above) minus the Total Principal Amount]
- e) Insurance premiums and any other non-interest charges over the term of the loan: N/A
- f) The total number of monthly payments equals the term shown in the Information Box.
- g) The date of first payment is set out in section A of Part 5 of the Loan Agreement. The date of last payment depends on the term of the loan.

Due to changes to the Prime Rate subsequent to signing the loan application, the monthly payment amount, the total of all monthly payments, and the total interest charges over the term of the loan may vary. The monthly payment amount, the total of all monthly payments and the total interest charges over the term of the loan are based on reasonable assumptions and estimates as of the date of signature of the loan application.

For all repayment options, payments will be credited first to the Amount in Arrears, then to the payment of accrued interest and in the case of the principal and interest repayment option, then to the payment of the balance owing on the Total Principal Amount.

Payments are payable at iA Financial Group's head office, which is located at 1080 Grande Allée West, PO Box 1907, Station Terminus, Quebec City, Quebec, G1K 7M3, or at one of its branch offices.

PART 4							
A – Investment instructions							
The Investor Profile is required if Premiums are invested in segregated funds for the first time.  If there is an automatic investment term (AIT) on the contract, the amounts deposited in the DIF+ will be	High Interest Savings Account: Daily Interest Fund+ (DIF+): Investment funds: Guaranteed Interest Fund (GIF):		_	<del></del>			
ontact, the amounts deposited in the bir+ will be invested according to the AIT when the required ninimum has been reached.		Table A (Investment funds)			% or \$ (Complete table <b>B</b> below.)		
AG SRP	Fund no.*	lf I	EL, % of premiums		]% or [] \$ **		
Funds with 5 digits — The last one refers to the sales charge:							
- 1 = No sales charge (CB, 3 years)							
3 = No sales charge (CB, 5 years)							
- 5 = Front-End Load (FEL, no sales charge)							
Funds with 3 or 4 digits – The last one refers to the sales charge:							
- 1 or 6 = No sales charge (CB, 3 years) - 2 or 7 = No Load							
* Total must equal 100% of the Premium	Table B (Guaranteed Interest Fund)						
invested in the Funds.  ** Minimum \$500	Amount (\$)***	Rate (%)	Term		Type of interest		
William \$300			1 month or	years	Compound(default) Simple		
			years		Compound(default) Simple		
3 – Guarantee Maturity Date							
Complete only if this is the first purchase of Funds n an Ecoflex series.	Guarantee Maturity [	Oate: Y	M D				
C - Dollar Cost Averaging (DCA)							
The transfer will be made on the date of transfer ndicated or on the next business day. If no date if transfer is indicated, said date is deemed to be	Date of monthly trans		(min. 2, max. 12):				
the date this request is received. The transfer will e in effect until the first of the following events:	Fund no.*	If F	EL, % of premiums		% or \$**		
the end of the number of months indicated or the total depletion of all the Premiums initially invested in the Money Market Fund (DCA).  If no duration of transfer is indicated, said duration is automatically established at 12 months.							

PART 5

#### A - Pre-authorized debit (PAD) (DO NOT ENCLOSE A PAD PAYMENT WITH THE APPLICATION.)

Minimum repayment of \$25 per frequency Specify future date on which PAD payments are to begin.

Attach a "VOID" cheque or enclose a duly completed written confirmation from the financial institution.

Frequency: Monthly

**PAD amount:** The PAD amount is equal to the monthly payment amount indicated in the Information Box. If you have chosen the principal-and-interest repayment option and if you want to repay the loan by installments greater than the monthly payment amount specified in the Information Box, please indicate this amount here:

Starting on: The first of the month which follows the date iA Financial Group approves the investment loan application

A period of three business days following approval	at the service centre is required for PAD activation.
PAD category: Personal	
Transit: Institution: Bank accou	nt no.:
Name of account owner(s):	
By signing below, I, the bank account owner, confirm I have rea PAD Agreement in this application.	ad, understand and agree to the information and provisions of th
- For a joint account, all required signatories must sign this PAD	Agreement.
X	X
Bank account owner's signature	Joint account owner's signature (if required)
Date:   Y M D	

#### B - Pre-Authorized Debit (PAD) Agreement

The bank account owner confirms he/she has read, understands and agrees to the information and provisions of the PAD Agreement in this application.

In this PAD Agreement, each account owner is referred to as "I" and makes the following statements in respect to himself or herself:

- I authorize Industrial Alliance Insurance and Financial Services Inc. (the "Company") and the financial institution designated (or any other financial institution I may authorize at any time) to begin deductions as per my instructions for regular recurring payments and/or one-time payments from time to time, if applicable, for payment of all premiums, deposits, instalments and charges arising from the Loan Contract mentioned herein.
- Regular payments will be debited on the **first of the month**, whereas one-time payments from time to time can be debited from my account on any date. Regular and/or one-time payments will be debited in accordance with the banking information provided in this application.
- I agree that, for the purpose of this PAD Agreement, all PADs from my account will be treated as Personal.
- I waive the right to receive pre-notification of an increase or decrease in the amount to be debited or a change in the date and/or frequency of these payments.
- I agree that the Company is not required to provide me with written notice of a change in a PAD amount that is made as a
  result of my request.
- If a PAD is dishonoured for any reason such as, but not limited to, insufficient funds ("NSF"), stop payment or account closed, the Company is authorized to re-submit the payment. Any charges incurred by the Company as a result of the dishonoured PAD will be added to the subsequent PAD.
- I may cancel or change this PAD Agreement at any time, subject to providing the Company thirty (30) days notice in writing.
   To obtain a cancellation form or for more information on my right to cancel the PAD Agreement, I may contact my financial institution or visit www.payments.ca regarding Rule H1 Pre-authorized debits (PADs).
- The Company will not assign this PAD Agreement without providing, any time prior to the next PAD, written notice to me of the assignment.
- I have certain recourse rights if any PAD does not comply with this PAD Agreement. For example, I have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain more information on my recourse rights, I should contact my financial institution or visit www.payments.ca regarding Rule H1 – Pre authorized debits (PADs).
- Before the Company debits the first PAD payment, it must receive all required documents, duly completed, and be allowed a
  reasonable period of time to complete its administrative processes.
- I confirm that all persons whose signature is required to authorize transactions within the account have signed hereabove.

# PART 6

#### A - General Conditions, Authorizations and Signatures

The loan application is subject to approval by iA Financial Group.

The undersigned Borrower is referred to as "1" in the Loan Agreement and makes the following statements in respect of himself or herself.

- 1. For Quebec residents only: I confirm that I have received the French version of the contract before its signature in English. I request that the contract herein and any other related documentation be drawn up in English
- 2. I acknowledge that I have read and understand the "NOTICE CONCERNING THE EFFECT OF THE USE OF A LEVERAGE LOAN WHEN INVESTING IN SEGREGATED FUNDS THROUGH A NON-REGISTERED INDIVIDUAL VARIABLE ANNUITY CONTRACT" in this Loan Agreement.
- 3. I acknowledge that I have read this "GENERAL CONDITIONS, AUTHORIZATIONS AND SIGNATURES" section and section B "SPECIFIC CONDITIONS" as set out in Part 6 of this Loan Agreement, and I agree to abide by these conditions.
- 4. I confirm that the information provided in this Loan Agreement, including the information provided in the INCOME and BALANCE SHEET sections of Part 2 of this Loan Agreement is complete, accurate and true, and I acknowledge that iA Financial Group will rely on the accuracy of this information in determining whether to approve the loan application. I agree to notify iA Financial Group in writing of any change in my financial situation that may affect my ability to repay the loan. I declare that my assets are not currently the subject of seizure, garnishment or of any other similar procedure. I also confirm that, to the best of my knowledge, no lawsuits or legal proceedings have been, or are about to be, brought against me.
- 5. I request that the amount borrowed be invested in full in the Non-registered Annuity Contract specified in section B of Part 3 of this Loan Agreement on the date of the advance under this loan.
- 6. I hereby assign as security or, if I reside in Quebec, I hypothecate in favour of iA Financial Group my non-registered annuity contract specified in section B of part 1 of this Loan Agreement, of which I remain the owner, without the possibility of redemption, in whole or in part, of transferring the non-registered annuity contract or of obtaining other contract advances before the total repayment of the Total Principal Amount.
- 7. I understand and agree that the monthly payment amount, the total of all monthly payments, and the total interest charges over the term of the loan may vary due to changes to the Prime Rate subsequent to signing the loan application, and the amortization period may differ from the repayment term if the principal-and-interest repayment option has been selected. I acknowledge that the monthly payment amount, the total of all monthly payments and the total interest charges over the term of the loan set out in Part 3 of this Loan Agreement are based on reasonable assumptions and estimates at the time I signed the loan application.
- 8. I understand and agree that if I have indicated an outstanding balance from a previous loan under the heading "Total Principal Amount" of the Information Box of this Loan Agreement, this outstanding balance will now be governed by the terms and conditions of this Loan Agreement. The terms and conditions provided under the previous contract are revoked by iA Financial Group's acceptance of this loan application and any outstanding balance(s) from the previous loan(s) shall be repaid in accordance with the terms and conditions of this Loan Agreement.
- 9. I agree to repay the Total Principal Amount in full, which includes accrued interest and all other amounts due, in accordance with the terms and conditions of this Loan Agreement.
- 10. I understand and acknowledge that the Total Principal Amount must be repaid in full, including accrued interest and all other amounts I owe, prior to annuitizing or converting the Non-Registered Annuity Contract into any other retirement product.
- 11. I authorize iA Financial Group to use the amounts payable to repay the Total Principal Amount, including accrued interest and all other amounts owed, in any total surrender request or transfer request of the Non-Registered Annuity Contract. I understand that the total surrender request or transfer request, as the case may be, will be authorized only if the Total Principal Amount is repaid in full.
- 12. I authorize iA Financial Group to apply the amounts payable to repay the amount of the Total Principal Amount, including accrued interest and all other amounts owing, under any request for partial surrender of the non-registered Annuity Contract. I understand that the request for partial surrender will be authorized only if, after the surrender and the proposed repayment of the Total Principal Amount, the balance due on this Loan Agreement will not exceed 100% of the Book Value of the non-registered Annuity Contract pledged as collateral. iA Financial Group reserves the right to change this percentage at any time without notice.
- 13. I acknowledge and agree that if I am in default under any of the terms or conditions of this Loan Agreement for more than forty-five (45) days, the total Total Principal Amount, which includes accrued interest and all other amounts due, shall immediately become due and payable in full. Quebec Borrowers should also refer to the "Clause of forfeiture of benefit of the term" in paragraph 19 of section B of Part 6 of this Loan Agreement.
- 14. I agree to pay all legal costs and expenses incurred by iA Financial Group to recover the amounts due if I am in default under any of the terms or conditions in this Loan Agreement for more than forty-five (45) days.
- 15. I authorize iA Financial Group to withdraw the agreed payments in accordance with section A of Part 5 of this Loan Agreement. I confirm that all required signatories of the account at the financial institution have signed the PAD Agreement in section A of Part 5 of this Loan Agreement and I agree to provide such authorization agreement(s) as may be required by my financial institution or by iA Financial Group to enable iA Financial Group to withdraw the payments as indicated.

I accept the terms and conditions of this Loan Agreement, including the "Specific Conditions" that follow, and I acknowledge that I have received a copy of the Investment Loan Application and Agreement.

# PERSONAL INFORMATION CONSENTS

By doing business with iA Financial Group and its affiliates, you agree to the collection, use and disclosure of personal information necessary to:

- Know who you are. Identify you and keep your contact information up to date.
- **Build a relationship with you.** Advise you according to your needs, analyze your requests and identify the products and services that are right for you.
- Maintain our relationship with you. Administer your products and services and process your requests, complaints and claims.
- Comply with the laws and manage risk. For instance, with regard to cybersecurity or the fight against financial crime.

Also, your personal information can be collected, used and communicated to get to know you better and understand your needs, interests and preferences, in compliance with choices you have made. This will allow us to improve our products and services, provide a distinctive client experience, and keep you informed of our promotions, products, services, contests and events that may be of interest to you.

You may review your choices at any time. For more information, please visit **ia.ca/protection-personal-information**.

# We want to inform you

Under certain conditions, we may collect or disclose your personal information with regulatory authorities and self-regulatory bodies and courts, public bodies, credit reporting and reporting agencies, organizations that maintain public information databases or insurance information offices, insurers and financial institutions, investigative organizations, employers, trade unions and associations, iA Financial Group's affiliated entities and their representatives, intermediaries in the distribution of our financial products and services, service providers when applicable, or any other third party, **if and only if** this collection or disclosure:

- is necessary to serve you, or
- is made in respect of the choices you have made, or
- is in accordance with the law.

We are committed to sharing only necessary information.

To learn more, please refer to the Privacy Notice.

Signature	XBorrower's signature Signed at	<b>X</b>	ature day of	20
Irrevocable Beneficiary (If an irrevocable beneficiary is designated under the Non-registered Annuity Contract)	I, the irrevocable beneficiary of the Non-registered Annuity Contract specified in section B of Part 3 of this Loan Agreement (the "contract"), accept and agree that the Borrower assigns the contract by way of security or, if the Borrower resides in Quebec, hypothecates the contract in favour of iA Financial Group for an amount not exceeding the Total Principal Amount. If I reside in the province of Quebec, I hereby grant a movable hypothec in favour of iA Financial Group over all of my rights to and under this contract, including my right to the death benefit.  X Irrevocable beneficiary's signature			

#### **B - Specific conditions**

#### 1. Definitions

For the purposes of this Loan Agreement, the following definitions apply:

- i. "Amount in Arrears" means an amount due and owing as a result of non-compliance with this Loan Agreement, and may include principal, accrued interest and administrative fees;
- ii. "Anniversary Date" means the last day of each one-year period starting from the Effective Date of this Loan Agreement;
- iii. "Book Value" means the book value of the Non-registered Annuity Contract as determined pursuant to the provisions of the Non-registered Annuity Contract;
- iv. "Borrower" means the loan applicant whose name appears in section B of Part 1 of this Loan Agreement and for the purposes of #19 of section B of Part 6 of this Loan Agreement constitutes the "Consumer";
- v. "Collateral Assignment" means the assignment of the Non-registered Annuity Contract by the Borrower in favour of iA Financial Group under this Loan Agreement;
- vi. "Effective Date" means the date this Loan Agreement comes into effect, which corresponds to the date the loan application is approved by iA Financial Group;
- vii. "iA Financial Group" means Industrial Alliance Insurance and Financial Services Inc. and for the purposes of #19 of section B of Part 6 of this Loan Agreement constitutes the "Lender" and "Merchant":
- viii. "Interest Rate" means the variable annual rate of interest determined from time to time by iA Financial Group pursuant to this Loan Agreement and, more specifically, is the rate equal to the Prime Rate plus the increment as stated in section A of Part 3 of this Loan Agreement;
- ix. "Loan Agreement" means the six (6) parts of this document and any other document used to create this Loan Agreement. This Loan Agreement may be modified at the request of the Borrower, subject to approval by iA Financial Group. For the purposes of #19 of section B of Part 6 of this Loan Agreement, this "Loan Agreement" constitutes the "Contract";
- x. "Total Principal Amount" means the total of the Total Principal Amount plus any accrued interest and all other amounts due in accordance with this Loan Agreement, less any repayment of principal, interest or other amounts due;
- xi. "Maturity" means the twentieth (20th) Anniversary Date of the Loan Agreement:
- xii. **"Movable Hypothec"** means the Movable Hypothec of the Non-registered Annuity Contract hypothecated by the Borrower in favour of iA Financial Group under this Loan Agreement. The provisions pertaining to Movable Hypothec apply only if the Borrower is a resident of Quebec;
- xiii. "Non-registered Annuity Contract" means the non-registered individual variable annuity contract issued or to be issued by iA Financial Group and indicated in section B of Part 3 of this Loan Agreement, in which the Total Principal Amount will be invested in and for which a Movable Hypothec or a Collateral Assignment is granted by the Borrower under this Loan Agreement;
- xiv. "Prime Rate" means the annual rate of interest announced by the Royal Bank of Canada, from time to time, as its prime rate in Canada, being a reference rate then in effect for determining interest rates on loans, made in Canadian currency, in Canada;
- xv. "Total Principal Amount" means the amount of the current investment loan granted by iA Financial Group after having processed the loan application.

#### 2. Interest rate

The Interest Rate for the purposes of the daily calculation of the monthly interest owed on the Total Principal Amount and the Amount in Arrears varies in accordance with the increase or decrease of the Prime Rate. This increase or decrease can affect the loan amortization period under the principal and interest repayment option.

#### 3. Repayments

For the interest-only repayment option, the monthly payments will first be credited to the Amount in Arrears and then to the payment of accrued interest.

For the **principal-and-interest repayment option**, the monthly payments will first be credited to the Amount in Arrears, then to the payment of accrued interest, and then to the balance owing on the Total Principal Amount.

If the repayment option chosen is interest only and the balance under this loan contract is at any time equal to or greater than 125% of the Book Value of the non-registered annuity contract granted as collateral assignment (or hypothecated in the province of Quebec), iA Financial Group reserves the right to convert the interest-only repayment option to the principal-and-interest option. After the conversion, the new amount of monthly payments will be established according to the interest rate applicable at that time and an amortization period of 20 years. The converted loan remains subject to the terms of this Loan Agreement. Regardless of the repayment option and term selected, any balance owing on the Total Principal Amount shall be due and payable upon Maturity without formal demand or notice.

The Borrower may, at any time, repay all or a portion of the Total Principal Amount.

While the Loan Agreement is in effect, the Borrower may switch to another repayment option, subject to approval by iA Financial Group.

#### 4. Use of the loan

The loan must only be used to invest in a non-registered individual variable annuity contract issued by iA Financial Group. Any other use of the loan without written authorization from iA Financial Group results in the suspension of the rights to use the loan and requires the Borrower to immediately repay the Total Principal Amount in full.

The amount borrowed shall be advanced and credited to the Non-registered Annuity Contract following iA Financial Group's approval of the loan application. Before approving an application, iA Financial Group must receive all required documents, duly completed, and be allowed a reasonable period of time to process the application and complete its administrative processes.

### 5. Special fees

In addition to other recourses available and iA Financial Group's service charge, administrative fees shall be charged for each cheque that is returned due to insufficient funds ("NSF") and for each PRE-AUTHORIZED CHEQUE PAYMENT/PRE-AUTHORIZED DEBIT (PAC/PAD) that is not honoured for any reason such as, but not limited to, NSF, stop payment or account closed.

In accordance with applicable law and its administrative policies in effect, iA Financial Group reserves the right to impose transaction fees, among others, for any authorized loan that is cancelled within sixty (60) days following its issue.

#### 6. Statements

iA Financial Group shall provide a disclosure statement once every twelve (12) months.

Any future correspondence, including the annual disclosure statement, is deemed to have been received by the Borrower on the fifth (5th) business day after its postmark date. The Borrower must notify iA Financial Group in writing of any errors or omissions within thirty (30) days following receipt of the statement, otherwise it will be deemed to be accurate and complete.

#### 7. Currency

All amounts payable to or by iA Financial Group shall be in the legal currency of Canada.

#### 8. Type of loan

#### a) 100% investment loan without margin call

There is no cash investment required from the Borrower.

#### b) 1:1 investment loan without margin call

If the Total Principal Amount is to be invested in a newly issued Non-registered Annuity Contract, the Total Principal Amount may not exceed the value of the cash investment made by the Borrower on the date iA Financial Group approves the loan application.

If the Total Principal Amount is to be invested in an existing Non-registered Annuity Contract, the Total Principal Amount may not exceed the Book Value of the Non-registered Annuity Contract on the date iA Financial Group accepts the loan application. The Borrower has the option to make up the difference (Total Principal Amount — Book Value of the Non-registered Annuity Contract) by making a cash investment in the Non-registered Annuity Contract.

#### 9. Movable hypothec (applicable if the Borrower resides in Quebec)

To guarantee repayment of the Total Principal Amount, the Borrower hereby grants a Movable Hypothec in favour of iA Financial Group of all rights, including the surrender privilege and the right to the amounts invested in the segregated funds or in any other investment vehicles pursuant to the Non-registered Annuity Contract indicated in section B of Part 3 and held with iA Financial Group, up to a maximum of the Total Principal Amount. To this end, the Borrower has surrendered to iA Financial Group all copies of the hypothecated Non-registered Annuity Contract in his/her possession or under his/her control.

iA Financial Group may, but is not required to, exercise any of the rights associated with the hypothecated Non-registered Annuity Contract, or issue a notice to any person obliged to pay a debt or settle an obligation associated with said contract.

The Borrower shall pay all fees including, but not limited to, extrajudicial fees, disbursements, costs and expenses as may be incurred by iA Financial Group in the context of preparing, signing and, where applicable, registering the Movable Hypothec granted pursuant to this Loan Agreement. Where applicable, the Borrower shall pay all fees and expenses incurred by iA Financial Group for the purpose of pleading, negotiating, and litigating, or otherwise enforcing, its rights and recourses set out pursuant to this Loan Agreement or pursuant to the law.

The Borrower represents and warrants that the hypothecated Non-registered Annuity Contract is and shall be, at all material times, free and clear of any pledge, movable hypothec (other than this Movable Hypothec), prior claim, lien, security interest or charge or any agreement capable of becoming a pledge, movable hypothec, prior claim, lien, security interest or charge. The Borrower shall keep the hypothecated Non-registered Annuity Contract free and clear of any income tax, pledge, movable hypothec, prior claim, lien, security interest or other charge of whatever nature. The Borrower acknowledges that iA Financial Group is relying on such representations and that such representations shall be confirmed in writing as of the date of any advance prior to the disbursement of any such advance.

The Borrower agrees to refrain from executing or permitting the execution of any transaction(s) that result or may result directly or indirectly in the sale, assignment, exchange or liquidation of the Non-registered Annuity Contract, or in the creation of any pledge, movable hypothec, prior claim, lien, security interest or other charge of any kind whatsoever in respect of the hypothecated Non-registered Annuity Contract, without iA Financial Group's prior written consent.

The Movable Hypothec granted under the Loan Agreement is in addition to, and does not replace, any other security that is currently or may in the future be held by iA Financial Group. Said Movable Hypothec shall remain in effect until such time as the Total Principal Amount has been repaid to iA Financial Group in full and a written notice has been sent to the Borrower confirming that iA Financial Group grants a release from said Movable Hypothec.

The Borrower agrees to execute any document that iA Financial Group may require to give full effect to this Moyable Hypothec.

## 10. Collateral assignment (applicable if the Borrower resides in a province other than Quebec)

To guarantee repayment of the Total Principal Amount, the Borrower hereby assigns as security to iA Financial Group all rights pursuant to the Non-registered Annuity Contract indicated in section B of Part 3 and held with iA Financial Group, up to a maximum of the Total Principal Amount. To this end, the Borrower has surrendered to iA Financial Group all copies of the assigned Non-registered Annuity Contract in his/her possession or under his/her control.

iA Financial Group may, but is not required, to exercise any of the rights associated with the assigned Non-registered Annuity Contract, or issue a notice to any person obliged to pay a debt or settle an obligation associated with the assigned Non-registered Annuity Contract.

The Borrower shall pay all fees and expenses including, but not limited to, extrajudicial fees, disbursements, costs and expenses as may be incurred by iA Financial Group in the context of preparing, signing and, where applicable, registering the security granted under this Loan Agreement. Where applicable, the Borrower shall pay all fees and expenses incurred by iA Financial Group for the purpose of pleading, negotiating, and litigating, or otherwise enforcing, its rights and recourses set out pursuant to this Loan Agreement or pursuant to the law.

The Borrower represents and warrants that the assigned Non-registered Annuity Contract was not previously assigned and is free and clear of any pledge, priority, lien, security interest or charge other than the assignment granted hereby. The Borrower shall keep the assigned Non-registered Annuity Contract free and clear of any income tax, pledge, lien, security interest or other charge of whatever nature. The Borrower agrees not to enter into any transaction or permit any transaction to be entered into which results or could result directly or indirectly in the sale, assignment, exchange or liquidation of the assigned Non-registered Annuity Contract or the creation of any pledge, lien, security interest or other charge of any kind on the assigned Non-registered Annuity Contract without iA Financial Group's prior written consent.

The Borrower agrees to refrain from executing or permitting the execution of any transaction(s) that result or may result directly or indirectly in the sale, assignment, exchange or liquidation of the assigned Non-registered Annuity Contract, or in the creation of any pledge, collateral assignment, prior claim, lien, security interest or any other charge of any kind whatsoever in respect of the assigned Non-registered Annuity Contract, without iA Financial Group's prior written consent.

This Collateral Assignment is in addition to, and does not replace, any other security that is currently or may in the future be held by iA Financial Group. Said Collateral Assignment is a continuous security and shall remain in effect until such time as the Total Principal Amount has been repaid in full to iA Financial Group and a written notice has been sent to the Borrower confirming that iA Financial Group grants a release from said Collateral Assignment.

The Borrower agrees to execute any document that iA Financial Group may require to give full effect to this Collateral Assignment.

#### 11. Default

Default occurs under this Loan Agreement when:

- the Borrower has failed to pay an amount owing on a scheduled payment;
- the value of iA Financial Group's security in the assigned or hypothecated Non-registered Annuity Contract diminishes for any reason, including but not limited to, the surrender of a
  sum of money invested in the assigned or hypothecated Non-registered Annuity
  Contract, or iA Financial Group has any reason to believe that the value of its security in the assigned or hypothecated Non-registered Annuity Contract will diminish;
- the Borrower fails to fulfill an obligation set out in the assigned or hypothecated Non-registered Annuity Contract and does not remedy the situation within ten (10) days after notice is given by iA Financial Group advising of said default;
- the Borrower becomes or is about to become insolvent or bankrupt, assigns his assets to his creditors, takes advantage, or attempts to take advantage of, the Bankruptcy and
  Insolvency Act (Canada) (the "Act") or any other legislation relating to arrangements with creditors;
- the Borrower ceases to honour his obligations in the normal course of business as they fall due;
- the Borrower or the assigned or hypothecated Non-registered Annuity Contract is the subject of a receiving order, liquidation order, dissolution order or any other such order;
- the Borrower is in arrears or fails to remit taxes or other charges that he/she is legally required to pay to the appropriate government authorities;
- the Borrower does not fulfill any obligation arising herein and does not remedy the situation within ten (10) days after notice is given by iA Financial Group advising of said default;
- any of the information or documentation provided by the Borrower to iA Financial Group herein proves to be false, incomplete or inaccurate;
- the Borrower passes away.

## 12. Company's remedies

In the event of default, iA Financial Group, without giving formal notice, may exercise any of its contractual or statutory rights or remedies, including but not limited to, the right to surrender the assigned or hypothecated Non-registered Annuity Contract as indicated in section 14 below, a personal action, and the hypothecary rights and remedies (if the Borrower resides in Quebec) allowed by law. In all cases, iA Financial Group is entitled to payment of all of its expenses.

iA Financial Group's failure to exercise a right shall not constitute a waiver of such right for the future. Moreover, iA Financial Group's approval of the payment of a sum of money by the Borrower following default shall not constitute a waiver of its other rights and remedies. iA Financial Group's decision to exercise one or more of its rights under this Loan Agreement or under the law shall not prevent it from exercising any other rights that it may possess.

#### 13. Forfeiture of term

In the event of default and subject to section 19 "Clauses required under the Quebec Consumer Protection Act and Regulations", iA Financial Group may, but is not required to claim forfeiture of term and to demand immediate payment of the full Total Principal Amount.

#### 14. Right to surrender the assigned or hypothecated non-registered annuity contract

In addition to the other remedies provided in this Loan Agreement, in the event of default iA Financial Group is hereby authorized, irrevocably and without additional authorization from the Borrower being required, to surrender all or part of the assigned or hypothecated Non-registered Annuity Contract in order to remedy said default, up to the balance of the Total Principal Amount.

#### 15. Termination of contract prior to maturity

Should the Borrower die or become unable to make the monthly payments, iA Financial Group may terminate the present Loan Agreement and demand immediate payment of the Total Principal Amount

Furthermore, the Borrower acknowledges that if, further to legislative or regulatory changes or an interpretation by the courts of any law, regulation(s) or this Loan Agreement, iA Financial Group can no longer legally grant this loan or any additional loans, or can no longer legally fulfill all or some of its obligations under this Loan Agreement, iA Financial Group may terminate this Loan Agreement and demand immediate payment of the full Total Principal Amount.

#### 16. Borrower's declarations

The Borrower declares the following:

- No claims are pending, or in process, against the Borrower, and no action, suit or proceeding is threatened, pending or in process against the Borrower or his/her property which could adversely affect the Borrower's financial situation;
- The Borrower is not in default under the contracts to which he/she is a party;
- The Borrower is not in arrears in his/her income tax payments or in any other taxes or remittances that he/she is legally bound to pay to a government authority; and
- The Borrower has the requisite power and capacity to enter into this Loan Agreement and to comply with the obligations stipulated herein.

#### 17. Approval of the loan

The Borrower acknowledges that the coming into force of this Loan Agreement is subject to approval of the loan application by iA Financial Group, at its sole discretion, and that iA Financial Group makes no representation whatsoever that such approval shall be granted. Prior to any loan advance, iA Financial Group must receive all required documents, duly completed and signed by the Borrower. The Borrower understands that no loan application shall be approved by iA Financial Group without the consent of the irrevocable beneficiary, where an irrevocable beneficiary has been designated in the assigned or hypothecated Non-registered Annuity Contract.

#### 18. Non-liability of iA Financial Group

In no case shall iA Financial Group be liable for any losses, damages or expenses of any kind whatsoever that are sustained or incurred by the Borrower in relation to this Loan Agreement. More specifically, but without limiting the generality of the foregoing, iA Financial Group shall not be liable for any indirect losses or damages, lost profits or any other special or consequential damages for any acts or omissions by iA Financial Group relating to its obligations contained in the Loan Agreement or otherwise at law.

Furthermore, iA Financial Group shall not be liable for any losses, damages or expenses sustained or incurred by the Borrower due to iA Financial Group's failure to disburse part or all of the Total Principal Amount in relation to the investments, or through any other use of the Total Principal Amount by the Borrower or in relation to the garnishment, recovery, realization or exercise of any rights and remedies of iA Financial Group with respect to the assigned or hypothecated Non-registered Annuity Contract.

#### 19. Clauses required under the Quebec Consumer Protection Act and Regulations (for Quebec Borrowers only)

#### "Contract for the loan of money"

- The Consumer may cancel this Contract without charge within two (2) days following that on which each party takes possession of a duplicate of this Contract.
   To cancel the Contract, the Consumer must:
  - a) return the money to the Merchant or its representative if he/she received the money at the time each party took possession of a duplicate of the Contract;
  - b) send a notice in writing to that effect, or return the money to the Merchant or its representative if the money was not returned to him/her at the time each party took possession of a duplicate of the Contract.

The Contract is cancelled, without further formality, as soon as the Consumer returns the money or forwards the notice.

- If the Consumer uses the money to make full or partial payment for the purchase or lease of goods or services, he/she may, if the money Lender and the vending or leasing Merchant regularly work together with a view to the granting of loans of money to consumers, plead against the money Lender any ground of defence that he/she may urge against the vending or leasing Merchant.
- 3. The Consumer may pay, in whole or in part, the amount of his/her obligation before Maturity.
  - The balance due is equal at all times to the sum of the balance of net capital and credit charges computed in accordance with the Act and the General Regulation made under the Act.
- 4. The Consumer may, once a month and without charge, request a statement of account from the Merchant; the latter must furnish him/her with the statement of account or forward it to him/her as soon as possible but at the latest within ten (10) days of the receipt of the request.

In addition to the statement of account prescribed above, the Consumer who wishes to pay the balance of his/her obligation before Maturity may, at all times and without charge, request a statement of account from the Merchant; the latter must furnish him/her with the statement of account or forward it to him/her as soon as possible but at the latest within 10 days of the receipt of the request.

It is in the Consumer's interest to refer to sections 73, 74, 76, 91, 93 and 116 of the Consumer Protection Act (R.S.Q., c. P-40.1) and, where necessary, to contact the Consumer Protection Agency.

#### "Clause of forfeiture of benefit of the term"

Before availing itself of clause 12 of section B of Part 6, the Merchant must send the Consumer a notice in writing and a statement of account. Within 30 days following receipt by the Consumer of the notice and the statement of account, the Consumer may:

- a) either remedy the fact that he/she is in default; or
- b) present a motion to the court to have the terms and conditions of payment prescribed in this Contract changed.

It is in the Consumer's interest to refer to sections 104 to 110 of the Consumer Protection Act (R.S.Q., c. P-40.1) and, where necessary, to contact the Consumer Protection Agency.

#### 20. Miscellaneous

Applicable laws – The Loan Agreement shall be governed by the laws in force in the Borrower's province of residence.

**Severability** — Each provision of the Loan Agreement shall apply to the extent permitted by law, and the total or partial invalidity or unenforceability of a provision shall have no impact on the rest of such provision nor on any other provision of this Loan Agreement.

Other documents – The Borrower shall, at his/her own expense and as soon as iA Financial Group so requests, prepare and sign all documents and take all measures as may reasonably be required by iA Financial Group to give full effect to the Loan Agreement and to the Collateral Assignment or Movable Hypothec that is assigned or granted herein.

Denis Ricard

President and Chief Executive Officer

Renée Laflamme Executive Vice President Individual Insurance, Savings and Retirement



# F31A Application

## **About iA Financial Group**

Founded in 1892, iA Financial Group offers life and health insurance products, mutual and segregated funds, savings and retirement plans, RRSPs, securities, auto and home insurance, mortgages and car loans and other financial products and services for both individuals and groups. It is one of the four largest life and health insurance companies in Canada and one of the largest publicly traded companies in the country. iA Financial Group stock is listed on the Toronto Stock Exchange under the ticker symbol IAG.

# **Customer Service contact information - Individual Savings and Retirement:**

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