**VERSION DATE: JULY 2020** 

# CLASS PLUS 3.0 APPLICATION

Any amount allocated to a segregated fund is invested at the risk of the owner and may increase or decrease in value.

When you receive your contract confirmation notice, record your contract number here for future reference. Contract number:



# **Advisor Checklist**

| $\bigcup$  | Owner/annuitant age meets the product guidelines.   |
|------------|---|
| $\bigcirc$ | Banking information/void cheque has been provided, if pre-authorized debit requested.         |
| $\bigcirc$ | Investment instructions have been provided.   |
| $\bigcirc$ | Governing pension legislation has been provided, if the funds are locked-in.                  |
| $\bigcirc$ | Proof of age has been provided, if the plan is a locked-in retirement income fund.            |
| $\bigcirc$ | Spousal information has been provided, if the plan is spousally registered.                   |
| $\bigcirc$ | Verification of owner has been completed, if the contract is non-registered.                  |
| $\bigcirc$ | Determination of third party interests has been completed.                                    |
| $\bigcirc$ | FATCA/CRS section has been completed, if the contract is non-registered.                      |
| $\bigcirc$ | A copy of the application, the Information Folder and Contract Provisions, and the Fund Facts |

Contracts are issued by:

The Empire Life Insurance Company

has been provided to the owner.

Send signed copy to:

Empire Life 259 King Street East Kingston ON K7L 3A8

empire.ca • 1 800 561-1268



# **Class Plus 3.0 Fund Names and Codes**

#### **Purchase Fee Options:**

- Front End (FE)
- Low Load (LL)
- No Load (NL)
- Deferred Sales Charge (DSC)

#### Deposit minimum is \$10,000.

|   | Class R Fund Codes |       |       |       |  |  |  |  |
|---|--------------------|-------|-------|-------|--|--|--|--|
| Segregated Fund Options                                 | FE                 | LL    | NL    | DSC   |  |  |  |  |
| Empire Life Money Market GIF                            | 14010              | 14210 | 14310 | 14510 |  |  |  |  |
| Empire Life Bond GIF                                    | 14020              | 14220 | 14320 | 14520 |  |  |  |  |
| Empire Life Income GIF                                  | 14025              | 14225 | 14325 | 14525 |  |  |  |  |
| Empire Life Balanced GIF                                | 14035              | 14235 | 14335 | 14535 |  |  |  |  |
| Empire Life Monthly Income GIF                          | 14048              | 14248 | 14348 | 14548 |  |  |  |  |
| Empire Life Asset Allocation GIF                        | 14040              | 14240 | 14340 | 14540 |  |  |  |  |
| Empire Life Global Asset Allocation GIF                 | 14043              | 14243 | 14343 | 14543 |  |  |  |  |
| Empire Life Global Balanced GIF                         | 14030              | 14230 | 14330 | 14530 |  |  |  |  |
| Empire Life Dividend Balanced GIF                       | 14046              | 14246 | 14346 | 14546 |  |  |  |  |
| Empire Life Elite Balanced GIF                          | 14051              | 14251 | 14351 | 14551 |  |  |  |  |
| Empire Life Emblem Diversified Income Portfolio GIF     | 14079              | 14279 | 14379 | 14579 |  |  |  |  |
| Empire Life Emblem Conservative Portfolio GIF           | 14081              | 14281 | 14381 | 14581 |  |  |  |  |
| Empire Life Emblem Balanced Portfolio GIF               | 14083              | 14283 | 14383 | 14583 |  |  |  |  |
| Empire Life Emblem Moderate Growth Portfolio GIF        | 14085              | 14285 | 14385 | 14585 |  |  |  |  |
| Empire Life Emblem Growth Portfolio GIF                 | 14087              | 14287 | 14387 | 14587 |  |  |  |  |
| Empire Life Emblem Global Conservative Portfolio GIF    | 14091              | 14291 | 14391 | 14591 |  |  |  |  |
| Empire Life Emblem Global Balanced Portfolio GIF        | 14093              | 14293 | 14393 | 14593 |  |  |  |  |
| Empire Life Emblem Global Moderate Growth Portfolio GIF | 14095              | 14295 | 14395 | 14595 |  |  |  |  |

Note: The following purchase fee combinations are permitted within the same contract: (1) FE, NL and DSC; or, (2) NL and LL. No other purchase fee option combinations are allowed.

| CLASS PLUS 3  | O APPLICATION  FundSERV dealer/rep code: Wire Order No.:  |
|---|---|
| Throughout this application,  | "Empire Life" means The Empire Life Insurance Company.  |
| 1.0 Language  | If not specified, we will communicate in the language of this application   |
| 2.0 Purpose of Investment   | <ul> <li>○ Long term investment</li> <li>○ Estate planning</li> <li>○ Retirement savings</li> <li>○ Emergency fund</li> <li>○ Short term savings</li> <li>○ Education</li> <li>○ Real estate purchase</li> <li>○ Operating funds</li> <li>○ Other</li> </ul>  |
| 3.0 Contract Type   | ○ Non-registered ○ Registered – Is it spousal? ○ no ○ yes - complete section 4.5.   |
| Where required by law, the applicable spousal waiver must be submitted in order to transfer locked-in funds into a locked-in plan.                                    | RSP CLIRA CLRSP RLSP RIF CLIF RLIF PRIF LRIF  If the plan is locked-in, specify the governing pension legislation: Federal Provincial (specify):  For RIFs that are locked-in under pension legislation, you must submit proof of age for the annuitant. Acceptable documents for proof of age include birth certificate, driver's licence, passport, baptismal certificate and citizenship card. |
| 4.0 Contract Owner  | First name    Middle Initial   Last name or legal name of corporation/entity  |
| If the contract is to be registered under the <i>Income Tax Act</i> (Canada), the owner must be the annuitant. If owner/joint owner is a corporation or other entity, | Address (number, street) (If using a PO Box, also provide your physical address)  City  Province Postal code  |
| complete form <b>C-0044</b> .  *Email address may be used to contact you about this application, any contract   | O Male Date of birth Female dd - m m m - y y y y  Preferred contact number  |
| issued based on this application, or to provide customer service. **If retired, indicate former   | Email address*  |
| occupation. If self employed, specify nature of business. If unemployed, specify reason for unemployment.   | Name of Employer  |
| , , , , , , ,   | Job title   |
|   | Occupation**  |
| 4.1 Joint Owner   | First name Middle Initial Last name or legal name of corporation/entity   |
| Non-registered  |   |
| Joint owners are deemed to be joint owners with right of  | Address (number, street) (If using a PO Box, also provide your physical address)  |
| survivorship, unless we are<br>advised otherwise. In Quebec<br>joint owners who wish to   | City Province Postal code   |
| obtain the same legal effect<br>as the right of survivorship<br>must each appoint the other<br>owner as his/her subrogated  | ○ Male         Date of birth         SIN           ○ Female         d d - m m m - y y y y   |
| policyholder.  *Email address may be used to contact you about this application, any contract issued based on this application, or to provide                         | Preferred contact number  |
| customer service. If both Owners provide an email address, each must provide a different email address.   | Name of Employer  |
| **If retired, indicate former occupation. If self employed,   |   |
| specify nature of business. If unemployed, specify reason for unemployment.   | Occupation**  |

| 4.2 Successor Owner (subrogated           | If there is no successor owner/subrogated policyholder named, and no surviving the owner. (Not applicable if owner and annuitant are the same person.)   | joint owner, the annuitant will become |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|
| policyholder in<br>Quebec)                | First name Middle Initial Last name  |  |  |  |  |  |  |  |
| Non-registered                            | Date of birth  |  |  |  |  |  |  |  |
| contracts only                            |  |  |  |  |  |  |  |  |
|   | Quebec only:   |  |  |  |  |  |  |  |
|   | As contract owner, I hereby appoint the joint owner as my subrogated police.   |  |  |  |  |  |  |  |
|   | As joint owner, I hereby appoint the contract owner as my subrogated poli  | icyholder.                             |  |  |  |  |  |  |
| 4.3 Annuitant                             | First name Middle initial Last name  |  |  |  |  |  |  |  |
|   |  |  |  |  |  |  |  |  |
| Non-registered                            | Address (number, street) (If using a PO Box, also provide your physical address  |  |  |  |  |  |  |  |
| contracts only                            |  |  |  |  |  |  |  |  |
| Must be completed if the annuitant is NOT | City   | Province Postal code                   |  |  |  |  |  |  |
| the contract owner.                       |  |  |  |  |  |  |  |  |
|   | Male Date of birth Preferred contact   | number                                 |  |  |  |  |  |  |
|   | Plate  |  |  |  |  |  |  |  |
|   |  |  |  |  |  |  |  |  |
|   | Relationship to owner  |  |  |  |  |  |  |  |
|   |  |  |  |  |  |  |  |  |
| 4.4 Successor<br>Annuitant                | Complete only if the contract is to continue after the death of the a successor annuitant will automatically become the annuitant and the contract payable at that time.   |  |  |  |  |  |  |  |
| Non-registered                            | First name Middle initial Last name  |  |  |  |  |  |  |  |
| contracts only                            |  |  |  |  |  |  |  |  |
|   | Relationship to owner  |  |  |  |  |  |  |  |
| Spouse/                                   | ▲ ○ Spouse/common-law partner contributor  |  |  |  |  |  |  |  |
| Common-law                                | <b>B</b> Funds being transferred to this contract originated from a spousal/common   | n-law RSP                              |  |  |  |  |  |  |
| Partner                                   | C Spouse/common-law partner is to be successor annuitant under RIF*  |  |  |  |  |  |  |  |
| Registered contracts only                 | D   RIF payments to be established based on the spouse/common-law partner?   | s age*                                 |  |  |  |  |  |  |
| Check all that apply.                     | *You MIIST submit proof of age for spouse/common-law partner   |  |  |  |  |  |  |  |
| Some restrictions may apply.              | First name Middle initial Last name  |  |  |  |  |  |  |  |
|   |  |  |  |  |  |  |  |  |
|   | ○ Male SIN (only if selecting A or B) Date of birth  | n (only if selecting D)                |  |  |  |  |  |  |
|   | ○ Female         □ | m m m - y y y y                        |  |  |  |  |  |  |

# 5.0 Verification of Owner and loint Owner

### Non-registered contracts only.

The advisor must verify each individual owner's identity by reviewing a current and original government issued photo identification document in the presence of the owner and confirming the name and photo are those of the owner.

If an Owner does not have a valid government issued photo identification, please complete section 1.2 of form D-0011 Verification of Identity of Owner(s)/Determination of Third Party Interests.

If a using a citizenship card for verification, it must have an issue date prior to January 2012.

- \*A close relative is your child, mother, father, spouse/civil union spouse/common-law partner; the mother or father of your spouse/civil union spouse/common-law partner; or child of your mother or father.
- \*\*A close associate is an individual who is closely connected to the owner(s) for personal or business reasons.
- ±The head of an international organization is the primary person who leads that organization, for example a president or CEO.
- ±±An International organization is set up by the governments of more than one country by means of a formally signed agreement between the governments. E.g. World Bank, International Monetary Fund, World Health Organization, International Energy Forum, International Criminal Court.

|       | ○ Driver's licence ○ Passport ○ Other   |                                     |  |  |  |  |  |  |  |
|-------|---|-------------------------------------|--|--|--|--|--|--|--|
|       | Document #  | Expiry date                         |  |  |  |  |  |  |  |
|       |   | d   d   -  m m m  -   y   y   y   y |  |  |  |  |  |  |  |
|       |   |                                     |  |  |  |  |  |  |  |
|       | Jurisdiction and country of issue   | Date of verification                |  |  |  |  |  |  |  |
|       |   | d d - m m m - y y y y               |  |  |  |  |  |  |  |
| Owner | Where do you reside for tax purposes? (check all that apply)  |                                     |  |  |  |  |  |  |  |
| Owner | Canada  |                                     |  |  |  |  |  |  |  |
|       | U.S. (resident or citizen) – Tax Identification Number (TIN)<br>If you do not have a TIN from the U.S., have you applied for one? |                                     |  |  |  |  |  |  |  |
|       | Other – specify country TIN   | •                                   |  |  |  |  |  |  |  |
|       | If you do not have a TIN, specify the reason:   | <del></del>                         |  |  |  |  |  |  |  |
|       | I will apply or have applied for a TIN but have not yet received.   |                                     |  |  |  |  |  |  |  |
|       | My jurisdiction of tax residence does not issue TINs to its res   |                                     |  |  |  |  |  |  |  |
|       |   | idents.                             |  |  |  |  |  |  |  |
|       | Other – specify reason  |                                     |  |  |  |  |  |  |  |
|       | ○ Driver's licence ○ Passport ○ Other   |                                     |  |  |  |  |  |  |  |
|       | Document #  | Expiry date                         |  |  |  |  |  |  |  |
|       |   | d d - m m m - y y y y               |  |  |  |  |  |  |  |
|       | Jurisdiction and country of issue   | Date of verification                |  |  |  |  |  |  |  |
|       |   | d d - m m m - y y y y               |  |  |  |  |  |  |  |
| Joint | Where do you reside for tax purposes? (check all that apply)  |                                     |  |  |  |  |  |  |  |
| Owner | Canada  |                                     |  |  |  |  |  |  |  |
|       | U.S. (resident or citizen) – Tax Identification Number (TIN)  |                                     |  |  |  |  |  |  |  |
|       | If you do not have a TIN from the U.S., have you applied for one?  Other – specify country TIN                                    | · ·                                 |  |  |  |  |  |  |  |
|       | If you do not have a TIN, specify the reason:   | <del></del>                         |  |  |  |  |  |  |  |
|       | <ul><li>I will apply or have applied for a TIN but have not yet received</li></ul>  | l it                                |  |  |  |  |  |  |  |
|       | My jurisdiction of tax residence does not issue TINs to its residents.  |                                     |  |  |  |  |  |  |  |
|       | Other – specify reason  |                                     |  |  |  |  |  |  |  |
| I Hay | . ,   |                                     |  |  |  |  |  |  |  |
|       | e you, any of your close relatives* or any other persons clo<br>leld one of the following positions in the last 5 years in Car    |                                     |  |  |  |  |  |  |  |
|       | Sovernor General, lieutenant-governor or head of federal or provin  |                                     |  |  |  |  |  |  |  |
|       | nember of the Senate or House of Commons or member of a provi   |                                     |  |  |  |  |  |  |  |
|       | eputy minister of federal or provincial government or equivalent ra   | nk;                                 |  |  |  |  |  |  |  |

- · head of a federal or provincial government agency;
- leader or president of a political party represented in a legislature;
- mayor of a city, town, village, or rural or metropolitan municipality;
- president of a corporation wholly owned directly by Her Majesty in right of Canada or a province;
- · military officer with a rank of general or above;
- judge of an appellate court in a province, the Federal Court of Appeal or the Supreme Court of Canada; or
- · ambassador, or attaché or counsellor of an ambassador

#### b) Ever held one of the following positions in a country other than Canada?

- head of state/government;
- member of executive council of government or legislature;
- leader/president of a political party represented in a legislature;
- · deputy minister or equivalent;
- head of a government agency;
- · military officer with a rank of general or above;
- · judge;
- · president of a state-owned company/bank; or
- · ambassador, or attaché or counsellor of an ambassador
- 2. Are you, any of your close relatives\* or any other persons closely associated\*\* with you currently the head of an international organization± or the head of an organization established by an international organization?±±

| international of gamzation: ±± |                |               |                          |  |  |  |  |  |
|--------------------------------|----------------|---------------|--------------------------|--|--|--|--|--|
| Owner                          | $\bigcirc$ yes | $\bigcirc$ no | If yes, provide details: |  |  |  |  |  |
| Joint owner                    | $\bigcirc$ yes | $\bigcirc$ no | If yes, provide details: |  |  |  |  |  |

#### 6.0 Beneficiary Information

If the contract is locked-in under pension legislation, the rights of the annuitant's spouse/common-law partner may override this beneficiary designation. In order to effect a beneficiary designation, the applicable spousal waiver must be submitted where required by law.

If you name more than one beneficiary and do not indicate a percentage share, any death benefit payable will be divided equally among all surviving beneficiaries. If the annuitant is not the owner and no beneficiary is named, the beneficiary will default to the owner, otherwise to the estate of the annuitant.

Minors: Benefits will not be paid directly to a minor beneficiary. Outside Québec, you should name a trustee for a minor beneficiary and any benefits due to the beneficiary, while a minor, will be paid to the trustee on the beneficiary's behalf. In Québec, benefits due to a beneficiary, while a minor, will be paid to the tutor(s) or legal guardian(s) unless you have appointed an administrator or established a formal trust. After the beneficiary reaches the age of majority, any benefits due to the beneficiary will be paid directly to the beneficiary unless you have established a formal trust and such trust is still in effect at the time the benefit is payable.

Irrevocable/revocable designations: A primary beneficiary designation is revocable unless you check the irrevocable box. In Quebec, if a married or civil union spouse is named as primary beneficiary, the designation is irrevocable unless otherwise indicated. If you designate a primary beneficiary as irrevocable, you cannot change or revoke the beneficiary or exercise rights and privileges such as withdrawals, assignments, or transferring ownership without the irrevocable beneficiary's consent. An irrevocable beneficiary who is under the age of majority cannot provide consent. Therefore, if an irrevocable beneficiary is under the age of majority, you cannot change or revoke the beneficiary or exercise rights and privileges unless, where permitted by law, a court order is obtained. Percentages for all primary beneficiaries must total 100%.

**Contingent beneficiary:** A contingent beneficiary becomes the beneficiary if all of the primary beneficiaries named have died before the annuitant as applicable. A contingent beneficiary is always revocable. **Percentages for all contingent beneficiaries must total 100%.** 

| Beneficiary(ies)   |  |                   |                              |                        |                           |  |  |  |
|--|--|-------------------|------------------------------|------------------------|---------------------------|--|--|--|
| First name   | Middle name  |                   | Last name or legal name of c | O Primary O Contingent |                           |  |  |  |
| Relationship to annuitant, except in Quel  | oec, specify relation  | ship to the Owner |                              | OR %                   | O Revocable O Irrevocable |  |  |  |
| First name   | Middle name  |                   | Last name or legal name of c | orporation/entity      | O Primary O Contingent    |  |  |  |
| Relationship to annuitant, except in Quebec, specify relationship to the Owner  OR       % |  |                   |                              |                        |                           |  |  |  |
| First name   | Last name or legal name of c                                   | orporation/entity | O Primary O Contingent       |                        |                           |  |  |  |
| Relationship to annuitant, except in Quel  | pec, specify relation  | ship to the Owner |                              | OR %                   | O Revocable O Irrevocable |  |  |  |
| First name   | First name Middle name Last name or legal name of corporation/ |                   |                              |                        |                           |  |  |  |
| Relationship to annuitant, except in Quebec, specify relationship to the Owner             |  |                   |                              |                        | O Revocable O Irrevocable |  |  |  |
| Trustee for minor beneficiary(ies) named above:  |  |                   |                              |                        |                           |  |  |  |
| First name   | Middle initial   | Last name         |                              |                        |                           |  |  |  |

| 7.0 Initial Deposits  | O Deposit included with this application   |                          |                  | Amount \$             |   |   |  |  |  |  |  |  |
|---|--|--------------------------|------------------|-----------------------|---|---|--|--|--|--|--|--|
| Select all that apply.  *The single PAD deposit may be withdrawn upon   | A single pre-authorized debit (PAD) deposit* (Attach a VOID CHEQUE or pre-authorized transaction form from your financial institution.)  Amount \$   |                          |                  |                       |   |   |  |  |  |  |  |  |
| the effective date of   | Transfer from Empire Life policy/contra  | ,                        | Amount           |                       |   |   |  |  |  |  |  |  |
| the contract.<br>Make cheque payable  |  |                          |                  | 3                     | \$  |   |  |  |  |  |  |  |
| to Empire Life.   | Transfer from another company - specify  | company name:            |                  | I                     | Estimated trar  | nsfer amount  |  |  |  |  |  |  |
|   |  |                          |                  |                       | \$  |   |  |  |  |  |  |  |
|   | For non-registered contracts only, what is   | the original source      | of funds (e.g.   | sale of house, inh    | eritance)?  |   |  |  |  |  |  |  |
|   |  |                          |                  |                       |   |   |  |  |  |  |  |  |
| 8.0 Pre-Authorized Debit (PAD)  | Attach a VOID CHEQUE or pre-auth   | orized transaction       | on form fro      | n your financia       | l institution   |   |  |  |  |  |  |  |
| *Twice per month, on the 1st and 15th   | Frequency  Weekly Bi-weekly Semi-mont  | thly* O Monthly          | ○ Quarter        | ·ly O Semi-ann        | ually $\bigcirc$ Anr  | nually  |  |  |  |  |  |  |
|   | Amount (minimum \$100/Fund)  |                          | PAD start dat    |                       |   | l   |  |  |  |  |  |  |
|   | ·  |                          |                  | m m m -               | у у у   | У   |  |  |  |  |  |  |
| 9.0 Payment Options   | Retirement Income Payments (RIF, L  Minimum payment as prescribed by th  |                          |                  |                       |   |   |  |  |  |  |  |  |
| Select one.   | Maximum payment as prescribed by the   | ,                        | ,                | islation (locked-i    | n funds)  |   |  |  |  |  |  |  |
| Complete Withdrawals  | ○ The Lifetime Withdrawal Amount (LV   | VA)                      |                  | •                     | ,   |   |  |  |  |  |  |  |
| column in section 10.0.   | O Level amount of \$   | O                        | <b>GROSS</b> or  | O <b>NET</b> of appli | cable taxes   |   |  |  |  |  |  |  |
|   | Scheduled Withdrawals  |                          |                  | _                     |   |   |  |  |  |  |  |  |
|   | O Withdrawal amount of \$  |                          | _ () GROSS       | or O <b>NET</b> of v  | withdrawal fee  | es  |  |  |  |  |  |  |
|   | Guaranteed Withdrawal Benefit (GW  | <b>/B):</b> O The Lifeti | ime Withdraw     | al Amount (LWA)       | )   |   |  |  |  |  |  |  |
| 9.1 Frequency   |  | nthly*                   |                  | terly O Semi-         | annually (  | Annually  |  |  |  |  |  |  |
| *Twice per month, on the 1st and 15th   | Start date (please allow 3-5 days for deposed of the days of the days for deposed of the days for days for deposed of the days for d | sit into your accour     | nt)              |                       |   |   |  |  |  |  |  |  |
| 9.2 Excess Withdrawal Alert (EWA)   |  |                          |                  |                       |   | This service notifies you for most partial withdrawals exceeding the LWA. This service will be turned on unless you tell us to turn it off. Unless we are advised otherwise the EWA Service will reset to <b>ON</b> every year.    Turn off EWA |  |  |  |  |  |  |
| 10.0 Investment Instructions  |  |                          |                  |                       | The following purchase fee combinations are permitted within the same contract: (I) FE, NL and DSC; or, (2) NL and LL. No other purchase fee option combinations are allowed. |   |  |  |  |  |  |  |
| *Includes retirement  | Refer to page I for fund names and codes.  |                          |                  |                       | .c. (1) FL, N   |   |  |  |  |  |  |  |
| income payments,<br>scheduled withdrawals   |  |                          |                  | <b>D</b> epo          |   |   |  |  |  |  |  |  |
|   | Fund name  | Fund code                | Front-end load % | •                     | sits  | L and DSC; or,  |  |  |  |  |  |  |
| or LWA To list additional funds,  | Fund name  |                          |                  | Initial deposit       | osits   | Withdrawals*  |  |  |  |  |  |  |
| or LWA  | Fund name  |                          |                  | Initial deposit       | osits   | Withdrawals*  |  |  |  |  |  |  |
| or LWA  To list additional funds, attach a separate page. If there is a discrepancy   | Fund name  |                          |                  | Initial deposit       | osits   | Withdrawals*  |  |  |  |  |  |  |
| or LWA  To list additional funds, attach a separate page. If there is a discrepancy between the fund name and fund code, the fund | Fund name  |                          |                  | Initial deposit       | osits   | Withdrawals*  |  |  |  |  |  |  |
| or LWA  To list additional funds, attach a separate page. If there is a discrepancy between the fund name and fund code, the fund | Fund name  |                          |                  | Initial deposit       | osits   | Withdrawals*  |  |  |  |  |  |  |
| or LWA  To list additional funds, attach a separate page. If there is a discrepancy between the fund name and fund code, the fund | Fund name  |                          |                  | Initial deposit       | osits   | Withdrawals*  |  |  |  |  |  |  |
| or LWA  To list additional funds, attach a separate page. If there is a discrepancy between the fund name and fund code, the fund | Fund name  |                          |                  | Initial deposit       | osits   | Withdrawals*  |  |  |  |  |  |  |
| or LWA  To list additional funds, attach a separate page. If there is a discrepancy between the fund name and fund code, the fund | Fund name  |                          |                  | Initial deposit       | osits   | Withdrawals*  |  |  |  |  |  |  |
| or LWA  To list additional funds, attach a separate page. If there is a discrepancy between the fund name and fund code, the fund | Fund name  |                          |                  | Initial deposit       | osits   | Withdrawals*  |  |  |  |  |  |  |

|  |   |  | <u> </u>   |   |  |  |  |  |  |
|--|---|--|--|---|--|--|--|--|--|
| IO.I Scheduled Switches  | Amount \$   | From fund code   | To fund code   | Switch start date   |  |  |  |  |  |
| Only permitted within the same Purchase Fee Option.                            |   |  |  | d d - m m m - y y y y   |  |  |  |  |  |
| ·  |   |  |  | d d - m m m - y y y y   |  |  |  |  |  |
|  |   |  |  | d d - m m m - y y y y   |  |  |  |  |  |
|  |   |  |  | d d - m m m - y y y y   |  |  |  |  |  |
| II.0 Special Instructions  |   |  |  |   |  |  |  |  |  |
| Declaration, Acknowledgement, Authorization, Consent and Trading Authorization | Consent and Trading Authorization of I have read and understood the Use consent to the use of my personal introduced contract applied for;  I understand that this contract conta | on page 8 of this ap<br>of Your Personal In<br>formation as descr<br>ins variable benefit<br>n electronic copy o | plication;  Information section  Information  Informati | of the Class Plus 3.0 Information Folder, leipt of the contract provisions for the Information Folder and Contract Provisions |  |  |  |  |  |
| 12.1 Signatures  | This application was completed and sign territory of:   | ned in the owner's p   | province of resider  | nce. If not, it was signed in the province/   |  |  |  |  |  |
|  | Signature of owner (or first authorize X  Second authorized signature (for co   |  | Í  | Date   d   d   -   m   m   m   -   y   y   y   y       Date   |  |  |  |  |  |
|  | X   |  |  | d d - m m m - y y y y   |  |  |  |  |  |
|  | Signature of annuitant (if different the  | han owner and of le  |  | Date           d   d   -   m   m   m   -   y   y   y   y  |  |  |  |  |  |
|  | If using a corporate account or the bank  | account of someo   | ne who isn't the ar  | nuitant or owner, complete the following:   |  |  |  |  |  |
|  | Signature of account holder   |  |  |   |  |  |  |  |  |
|  | Account holder first name   |  | Last name  |   |  |  |  |  |  |
|  |   |  |  |   |  |  |  |  |  |
| I3.0 Determination of Third Party  | In making this application, is the ow   | vner acting on be  | half of a third pa   | arty? O yes O no  |  |  |  |  |  |
| Interests You must answer 'Yes' or   | First name  | Middle initi   | al Last name or le   | gal name of corporation/entity  |  |  |  |  |  |
| 'No' for all plans. If yes,  | Date of birth   | Address (number  | or stroot)   |   |  |  |  |  |  |
| complete entire section. For the purposes of this                              | d   d   -  m m m  -   y   y   y   y   | /  |  |   |  |  |  |  |  |
| section, a "third party" is a person or entity (other than                     | City  |  |  | Province Postal code  |  |  |  |  |  |
| the annuitant or owner) who instructs the owner to take                        |   |  |  |   |  |  |  |  |  |
| actions on the policy.   | Name of employer  |  |  |   |  |  |  |  |  |
| If the third party is a legal entity (e.g. partnership,                        | Job title(s)  |  |  |   |  |  |  |  |  |
| club or other entity), attach a copy of the                                    |   |  |  |   |  |  |  |  |  |
| charter document and signing authority.  | Occupation*   |  |  |   |  |  |  |  |  |
| *If retired, indicate former occupation. If self-employed,                     | Relationship to owner   |  |  |   |  |  |  |  |  |
| specify nature of business. If unemployed, specify                             |   |  |  |   |  |  |  |  |  |
| reason for unemployment.   | Jurisdiction of registration (i.e. country,   | province, territory)   |  | poration number   |  |  |  |  |  |



#### I declare that:

- I have witnessed all signatures, determined third party interests and, if a non-registered contract, I have verified the identity of the owner(s);
- I have checked for any indication the owner(s) may be a U.S. Person or tax resident of another country outside of Canada or the U.S;
- · I have explained the features of this contract and contents of this application to the owner(s) and annuitant;
- All answers provided in the application and related forms (other than those in this section 14.0) are those of the owner(s) or annuitant as applicable;
- I have provided to the owner(s) the names of all advisors who have access to their personal information and to the contract;
- I provided to the owner(s) a statement of disclosure outlining the licences I have and in which jurisdictions, the companies I represent, the fact I receive compensation for the sale of annuity products (including the possibility I may receive additional compensation in the form of bonuses, conference programs or other incentives) and any conflicts or potential conflicts of interest;
- · If this application was signed in Newfoundland and Labrador, I have provided the owner(s) with the Principles of Sale.
- I have provided a copy of the application, the current Class Plus 3.0 Information Folder and Contract Provisions and the Fund Facts to the owner, if the owner has not accessed an electronic copy;
- · I am not aware of any additional information material to the acceptance of this application; and
- I understand that Empire Life will not pay compensation to advisors who do not have a valid licence and E&O insurance on file with Empire Life for the province in which this application was signed.

| Signature of advisor (as witness to all signatures)     |           | Advisor o | ode   |       |     |   |     |         |   |   |
|---|-----------|-----------|-------|-------|-----|---|-----|---------|---|---|
| X   |           |           |       |       |     |   |     |         |   |   |
| Advisor first name                                      | Last name |           |       |       |     |   |     |         |   |   |
|   |           |           |       |       |     |   |     | $\perp$ |   |   |
| Name of Agency  |           |           |       |       |     |   |     |         |   |   |
|   |           |           |       |       |     |   |     |         |   |   |
| Signature of training supervisor (where required in Que | bec only) | Date      |       |       |     |   |     |         |   |   |
| X   |           | d d       | -   r | n   r | n r | m | - ) | / у     | У | У |

#### DECLARATION, ACKNOWLEDGEMENT, AUTHORIZATION, CONSENT AND TRADING AUTHORIZATION

#### I declare that:

- I have read and understood the meaning and importance of all the questions, answers and statements in this application, the contract provisions and any supplementary forms (collectively the "application");
- I was present when the answers and statements about me (collectively "my answers") were recorded in the application. I have reviewed my answers and confirm them to be true to the best of my knowledge and belief, and that my answers may be relied upon by Empire Life.

#### I understand and agree that:

- I will notify Empire Life when I am no longer a resident of Canada;
- The contract is a non-participating annuity contract as described in the contract provisions;
- If I am applying for a registered contract, I request that Empire Life apply to have this contract registered as a registered retirement savings plan or registered retirement income fund under the *Income Tax Act* (Canada) and any other applicable Act(s). This contract will be subject to the provisions of these Act(s), and in accordance with the provisions of any applicable endorsements. All payments made out of the contract will be subject to tax under the provisions of the Act(s);
- Certain benefits and values determined based on the value of the fund class units acquired in the segregated funds are not guaranteed;
- My acceptance of the contract confirmation notice and any endorsement
  to the contract will constitute acceptance of the provisions of the
  contract and of any modification made to this application due to errors
  or omissions. I further agree that Empire Life will not be under any risk
  or obligation unless a) the initial deposit is paid, and b) the contract
  confirmation notice is delivered to me;
- Any deposits made to the contract are the responsibility of the owner and that cheques for such payments must be payable to The Empire Life Insurance Company;

#### **PAD** Agreement

- The Pre-Authorized Debit (PAD) applies to regular scheduled premiums;
- PAD arrangements may be terminated on 10 days' written notice beginning the day the notice is mailed either by Empire Life or by me. If terminated, subsequent premiums will be payable to Empire Life using any of the methods of payment then being offered, according to the terms of the contract. To obtain more information on the right to cancel a PAD arrangement, or to obtain a sample cancellation form, I may contact my financial institution or visit www.payments.ca;
- For the purposes of this agreement, all debits from my account will be treated as a personal PAD;
- I waive my right to notice before any withdrawal is made and also my right to notice of any change in the amount of the automatic withdrawal;
- I am aware that certain recourse rights exist in the event that a debit does not comply with this agreement. I have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on my recourse rights, I may contact Empire Life or visit www.payments.ca;
- · For inquiries regarding your PAD, contact:

Phone: I 800 561-1268 Fax: I 866 762-6163 investment@empire.ca

#### **Banking Authorization:**

- I authorize Empire Life to withdraw premium payments, as required and as per my instructions, and I understand that these amounts may be variable and may increase or decrease.
- I authorize my financial institution to honour any withdrawal (debit) from my account under the PAD, or any deposit (credit) to my account as outlined in this application, and return to Empire Life any amount deposited to which I am not entitled.
- If applicable, I authorize Empire Life to withdraw the initial deposit and/or one-time lump sum deposit in accordance with my instructions.

#### I acknowledge that:

- I received satisfactory information concerning the product I am applying for before signing this application and I understand that my advisor may be paid on a commission basis;
- Empire Life will maintain the information contained in this application and any related documents in my file. My file enables Empire Life and its employees, agents or representatives, on a continuing basis, to assess this application, appraise the risk, assess any claim that I or my beneficiaries may make for income payments or other benefits, administer my file, answer any questions I may have about this application or my file in general, and provide me with information about my file and Empire Life products and services;
- My file will be kept at the head office of Empire Life. Empire Life may use third party service providers located inside or outside of Canada to process and store my personal information. Personal information that is processed or stored in another jurisdiction may be subject to the laws of that jurisdiction, which may allow disclosure to courts, law enforcement or other government authorities of that jurisdiction under certain circumstances. To access a copy of the most recent privacy policy, please visit the Empire Life website at www.empire.ca. I am entitled to consult my file and, when applicable, have it corrected. To exercise my rights, I must send written notification to: Chief Privacy Officer, The Empire Life Insurance Company, 259 King Street East, Kingston, ON K7L 3A8;
- I have authorized Empire Life to collect, use and disclose personal
  information about me on a continuing basis for the purpose of my file.
  I understand that if I try to withdraw this consent, Empire Life will be
  unable to assess my application or claim and issue any benefits or income
  payments, and may therefore cancel the contract at its sole discretion.
  If this occurs, neither I nor my estate will be able to exercise any rights
  under the contract;

#### I authorize:

- Empire Life, its reinsurers, employees, agents and representatives, and any other person authorized by me to collect, use and exchange personal information about me as required in order to achieve the objectives of my file;
- Empire Life to collect from and/or disclose information to my advisor(s)
   (and agency) on an ongoing basis in order to provide me with ongoing
   service and advice related to my file. I understand that I can change my
   advisor or withdraw this authorization by writing to Empire Life;
- The owner, successor owner, the beneficiary, heirs and the personal representative or liquidator of my estate to provide Empire Life, its reinsurers and their agents, with all the information and authorizations necessary to obtain the information required to appraise the claim, if I die. I also authorize Empire Life to communicate the reasons for any claim decision to the beneficiary entitled to the proceeds under the contract.

#### TRADING AUTHORIZATION

#### I authorize:

- Empire Life to accept instructions from my advisor to execute financial and non-financial transactions, including but not limited to purchases, withdrawals, switches and resets, in accordance with my instructions and the contract provisions;
- Empire Life to deliver confirmations, statements and other documents to any third party named in section 13.0, if applicable.

#### I acknowledge that:

• Empire Life may carry out any authorized transaction requests on my behalf and I will pay any applicable fee or charges due to Empire Life as a result of those transactions.

#### I understand and agree that:

Empire Life will not be liable in any way for any claims, demands, actions
or losses of any kind that might be made by me or my heirs, beneficiaries,
executors and/or administrators, or any other third party, as a result of
Empire Life acting on transaction requests.

A copy of the signed Declaration, Acknowledgement, Authorization, Consent and Trading Authorization will be as valid as the original.



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