

6. Declaration, Acknowledgement, Authorization, Consent and Trading Authorization

By signing in section 7, I confirm that I have read, understood and agree to the statements in the Declaration, Acknowledgement, Authorization, Consent and Trading Authorization on this form.

For all transfers

If this transfer is:

- (a) from non-registered (client name or nominee) to nominee registered; or
- (b) from client name registered to nominee registered; or
- (c) from client name TFSA to nominee TFSA,

I hereby revoke all former designation(s) of beneficiary, successor annuitant, successor holder and successor owner, as applicable.

I understand and agree that:

- The requests made on this form will be processed subject to the contract rules and minimums;
- Creditor protection may not be available if the contract is in the name of a nominee;
- Certain benefits and values determined based on the value of the fund class units acquired in the segregated funds are not guaranteed;
- The following provisions will form part of the contract I am transferring to and will amend the applicable terms of the Information Folder and Contract Provisions:
 - Back-end load options – the deferred sales charge (“DSC”) and low load schedule for the funds being transferred will remain intact;
 - The transfer may allow me to deposit to the new contract past the latest age to deposit for transferred funds only;
 - The maturity and death benefit guarantees will remain intact;
 - If applicable, the Class Plus anniversary date, the income base, the bonus base, the GMWB/GWB guarantees, and the Lifetime Withdrawal Amount will remain intact;
- The fund allocations and, if applicable, Excess Withdrawal Alert instructions will remain intact. Scheduled switches, PAD and systematic withdrawal plan instructions made on my transferring contract are not transferable;
- This transfer may have tax consequences and it is my responsibility to obtain any necessary tax or legal advice;

I acknowledge that:

- Empire Life will maintain the information contained in this form 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 request, 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 form 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 request 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 have been advised of the name(s) of all advisors that have access to my personal information and have access to my 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 3, if applicable.

I acknowledge that Empire Life may carry out any authorized transaction requests on my behalf and I will pay any applicable fees 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.

For transfers to nominee

I authorize:

- And appoint the nominee as my agent;
- Empire Life to deliver confirmation notices, statements and other documents to the nominee and to accept instructions from the nominee 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.

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

7. Signatures

Signature of CURRENT trustee or agent for trustee for nominee registered accounts
(Dealer stamp acceptable for nominee) **X**

Date

| d | d | - | m | m | m | - | y | y | y | y |

Signature of NEW trustee or agent for trustee for nominee registered accounts
(Dealer stamp acceptable for nominee) **X**

Date

| d | d | - | m | m | m | - | y | y | y | y |

Signature of owner or beneficial owner (or first authorized signature for corporate owner) **X**

Province

Date

| d | d | - | m | m | m | - | y | y | y | y |

Second authorized signature of owner or beneficial owner (for joint or corporate owner) **X**

Province

Date

| d | d | - | m | m | m | - | y | y | y | y |

The undersigned irrevocable beneficiary(ies)/assignee(s) hereby consent to the contract changes and acknowledge that they may affect the benefits under the contract.

Signature of irrevocable beneficiary(ies) (if applicable)

X

Signature of assignee(s) (if applicable)

X