



B2B Bank Financial Services Inc. Investment Account Application

Use this application for the following investment accounts:

- **Individual**
 - **Joint**
 - **Tenants In Common**
 - **In Trust For (Informal Trust)**
 - **Estate**
 - **Corporate**
 - **Unincorporated Organization**
 - **Formal Trust**
- } Including Group Accounts

Important notice regarding your privacy

We are committed to protecting your privacy and use the utmost discretion in handling the personal information you entrust us with. Please carefully read the privacy section contained in the application, which describes how we collect, hold, use, and when needed, disclose your personal information when we do business with you.



For internal use
Account Number

B2B Bank Financial Services Inc. ("B2BBFSI") Investment Account Application

Language preference English French

1. Dealer and Advisor Name

Dealer name	Dealer #
Advisor name	Advisor #

2. Account Type (check one only)

- | | |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| a) <input type="checkbox"/> Individual | f) <input type="checkbox"/> Corporation |
| b) <input type="checkbox"/> Joint Tenants with Rights of Survivorship* (not applicable in the province of Quebec) | g) <input type="checkbox"/> Unincorporated Organization (ex. Association, Charity, Condo Board, Partnership, etc.) |
| c) <input type="checkbox"/> Tenants in Common* ("joint account" in Quebec) | h) <input type="checkbox"/> Formal Trust |
| d) <input type="checkbox"/> In Trust For* (ITF - Informal trust; includes ITF accounts with co-applicants) | • Please attach the Formal Trust agreement (prepared by client's legal advisors) |
| e) <input type="checkbox"/> Estate: submit in Executor's name "as executor for the estate of..." | • (Optional) Attach a separate sheet with trustees' and beneficiaries' addresses if different from Section 4 |
- If any of a) - d) is checked, and it is also a Group account, check here
Group Number _____

***Note:** Attach a separate sheet for more than 2 applicants or ITF beneficiaries. Joint accounts are limited to 4 applicants. ITF accounts are limited to a combined total of 4 applicants and ITF beneficiaries.

3. Intended Use of the Account

- What is the intended use of the account?
- | | | |
|-------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------|
| a) <input type="checkbox"/> Retirement Planning | b) <input type="checkbox"/> Investment for Capital Gains/Income | c) <input type="checkbox"/> Special Purchase |
| d) <input type="checkbox"/> Education | e) <input type="checkbox"/> Short Term Investing | f) <input type="checkbox"/> Other _____ |

4. Applicant Information

Business/Trust/Other entity number (for tax reporting)				
<input type="checkbox"/> 1-Mr. 2-Mrs. 3-Miss 4-Ms. 5-Dr. 6-Prof.	Last name or Company/Organization name		First name	Initials
Full residential address (not a P.O. box)				Apt.
City		Province	Postal code	
Country of Residence		Citizenship	Social Insurance Number	
Cell telephone number	Residence telephone number	Business telephone number		Date of birth (mm/dd/yyyy)
Mailing address if different from above				Apt.
City		Province	Postal code	
# of Dependants	Email address			
Employer name				Years with employer
Employer address				Apt.
City		Province	Postal code	
Employer telephone number		Status (examples: employed, unemployed, retired, student, never worked) <small>*If status is either "Retired or Unemployed" please provide your previous Industry/Type of Business and Detailed occupation.</small>		
Industry/Type of Business (examples: entertainment, food service)			Detailed occupation (examples: actor, cook)	

4. Applicant Information (continued)

Are you: (i) an officer or director of a reporting issuer or any other issuer whose securities are publicly traded (e.g. an entity whose securities are traded on a stock exchange or an over-the-counter market) (an "Issuer"); or (ii) an officer or director of a company which is itself an insider or a subsidiary of such Issuer? YES NO

If yes, please list the Issuer(s): _____

Are you designated as a Pro (licensed to sell securities)? YES NO

Do you: (i) beneficially own; or (ii) have control or direction over; or (iii) have a combination of beneficial ownership of, and control or direction over, directly or indirectly, securities of an Issuer carrying more than 10% of the voting rights attached to all of the Issuer's outstanding voting securities? YES NO

If yes, please list the Issuer(s): _____

Do you or as part of a group, hold or control an Issuer? YES NO

If yes, please list the Issuer(s): _____

Please refer to the definition of "Politically Exposed Foreign Person" ("PEFP"), "Politically Exposed Domestic Person" ("PEDP"), "Head of an International Organization" ("HIO") and the definition of Prescribed Family Member ("PFM") included on this application form.

Is the Applicant a PEFP or is the Applicant a PEFP because the Applicant is a PFM of a PEFP or is the Applicant closely associated, for personal or business reasons, with a PEFP? YES NO

Is the Applicant a PEDP or is the Applicant a PEDP because the Applicant is a PFM of a PEDP or is the Applicant closely associated, for personal or business reasons, with a PEDP? YES NO

Is the Applicant a HIO or is the Applicant a HIO because the Applicant is a PFM of a HIO or is the Applicant closely associated, for personal or business reasons, with a HIO? YES NO

If the answer is "yes" to at least one question, please complete and attach the supplemental form - Politically Exposed Foreign or Domestic Person or Head of an International Organization Statement.

Electronic delivery of client communications (including statements, trade confirmations, and tax documents) is faster, convenient and environmentally conscious. By checking the box below, I wish to obtain my client communications electronically (where applicable). Please send me the enrolment information for eDelivery and Investor Access. I agree to the foregoing

5. Applicant: Declaration of Tax Residence

Tick (✓) all of the options that apply to you

The account is an entity account. If this is checked, please complete the CRA Form RC519 - Tax Residency Self-Certification for Entities. Otherwise please complete this Declaration of tax residence section.

I am a tax resident of Canada

I am a tax resident or a citizen of the United States.

If you ticked this box, give your taxpayer identification number (TIN) from the United States:

TIN from the United States

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If you do not have a TIN from the United States, have you applied for one? Yes No

I am a tax resident of a jurisdiction other than Canada or the United States

If you ticked this box provide your jurisdictions (i.e. countries) of tax residence and taxpayer identification numbers in the section below.

If you do not have a TIN for a specific jurisdiction, give the reason using one of these choices:

Reason 1: I will apply or have applied for a TIN but have not yet received it.

Reason 2: My jurisdiction of tax residence does not issue TINs to its residents.

Reason 3: Other reason:

Jurisdiction of tax residence	Taxpayer identification number	If you do not have a TIN, choose reason 1, 2, or 3

6. Co-Applicant Information

Check box if separate sheet attached with additional applicants

Is the Co-Applicant the spouse/common law partner of the Applicant? YES NO

<input type="checkbox"/> 1-Mr. 2-Mrs. Last name <input type="checkbox"/> 3-Miss 4-Ms. <input type="checkbox"/> 5-Dr. 6-Prof.	First name	Initials
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Full residential address (not a P.O. box): Same as Applicant, or Apt.

City	Province	Postal code
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Country of Residence	Citizenship	Social Insurance Number
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Cell telephone number	Residence telephone number	Business telephone number	Date of birth (mm/dd/yyyy)
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# of Dependents	Email address
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6. Co-Applicant Information (continued)

Employer name		Years with employer
Employer address		Apt.
City	Province	Postal code
Employer telephone number	Status (examples: employed, unemployed, retired, student, never worked) <small>*If status is either "Retired or Unemployed" please provide your previous Industry/Type of Business and Detailed occupation.</small>	
Industry/Type of Business (examples: entertainment, food service)		Detailed occupation (examples: actor, cook)

Are you: (i) an officer or director of a reporting issuer or any other issuer whose securities are publicly traded (e.g. an entity whose securities are traded on a stock exchange or an over-the-counter market) (an "Issuer"); or (ii) an officer or director of a company which is itself an insider or a subsidiary of such Issuer? YES NO
 If yes, please list the Issuer(s): _____

Are you designated as a Pro (licensed to sell securities)? YES NO

Do you: (i) beneficially own; or (ii) have control or direction over; or (iii) have a combination of beneficial ownership of, and control or direction over, directly or indirectly, securities of an Issuer carrying more than 10% of the voting rights attached to all of the Issuer's outstanding voting securities? YES NO
 If yes, please list the Issuer(s): _____

Do you or as part of a group, hold or control an Issuer? YES NO
 If yes, please list the Issuer(s): _____

Please refer to the definition of "Politically Exposed Foreign Person" ("PEFP"), "Politically Exposed Domestic Person" ("PEDP"), "Head of an International Organization" ("HIO") and the definition of Prescribed Family Member ("PFM") included on this application form.

Is the Co-Applicant a PEFP or is the Co-Applicant a PEFP because the Co-Applicant is a PFM of a PEFP or is the Co-Applicant closely associated, for personal or business reasons, with a PEFP? YES NO

Is the Co-Applicant a PEDP or is the Co-Applicant a PEDP because the Co-Applicant is a PFM of a PEDP or is the Co-Applicant closely associated, for personal or business reasons, with a PEDP? YES NO

Is the Co-Applicant a HIO or is the Co-Applicant a HIO because the Co-Applicant is a PFM of a HIO or is the Co-Applicant closely associated, for personal or business reasons, with a HIO? YES NO

If the answer is "yes" to at least one question, please complete and attach the supplemental form - Politically Exposed Foreign or Domestic Person or Head of an International Organization Statement.

Do you wish to receive duplicate copies of statements and confirmations?
 No Yes – Statements Only Yes – Statements and Confirmations (applicable to confirmations issued by B2B Bank Financial Services Inc.)

7. Co-Applicant: Declaration of Tax Residence

Check box if separate sheet attached with information on additional co-applicants.

Tick (✓) all of the options that apply to you

The account is an entity account. If this is checked, please complete the CRA Form RC519 - Tax Residency Self-Certification for Entities. Otherwise please complete this Declaration of tax residence section.

I am a tax resident of Canada

I am a tax resident or a citizen of the United States.
 If you ticked this box, give your taxpayer identification number (TIN) from the United States: TIN from the United States

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 If you do not have a TIN from the United States, have you applied for one? Yes No

I am a tax resident of a jurisdiction other than Canada or the United States
 If you ticked this box provide your jurisdictions (i.e. countries) of tax residence and taxpayer identification numbers in the section below.
 If you do not have a TIN for a specific jurisdiction, give the reason using one of these choices:
 Reason 1: I will apply or have applied for a TIN but have not yet received it.
 Reason 2: My jurisdiction of tax residence does not issue TINs to its residents.
 Reason 3: Other reason:

Jurisdiction of tax residence	Taxpayer identification number	If you do not have a TIN, choose reason 1, 2, or 3

8. Applicant's Spousal Information									
Applicant's spousal information (complete if spouse is not a Co-Applicant)									
Do you have a spouse/common law partner? If yes, complete this section <input type="checkbox"/> YES <input type="checkbox"/> NO									
<input type="checkbox"/> 1-Mr. 2-Mrs. 3-Miss 4-Ms. 5-Dr. 6-Prof.	Last name				First name				
Full residential address (not a P.O. box): <input type="checkbox"/> Same as Applicant, or									Apt.
City			Province			Postal code			
Country of Residence		Citizenship		Social Insurance Number (Optional)			Date of birth (mm/dd/yyyy)		
Employer name								Years with employer	
Employer address									Apt.
City			Province			Postal code			
Employer telephone number			Status (examples: employed, unemployed, retired, student, never worked) <small>*If status is either "Retired or Unemployed" please provide your previous Industry/Type of Business and Detailed occupation.</small>						
Industry/Type of Business (examples: entertainment, food service)				Detailed occupation (examples: actor, cook)					
Are you: (i) an officer or director of a reporting issuer or any other issuer whose securities are publicly traded (e.g. an entity whose securities are traded on a stock exchange or an over-the-counter market) (an "Issuer"); or (ii) an officer or director of a company which is itself an insider or a subsidiary of such Issuer? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, please list the Issuer(s): _____									
Are you designated as a Pro (licensed to sell securities)? <input type="checkbox"/> YES <input type="checkbox"/> NO									
Do you: (i) beneficially own; or (ii) have control or direction over; or (iii) have a combination of beneficial ownership of, and control or direction over, directly or indirectly, securities of an Issuer carrying more than 10% of the voting rights attached to all of the Issuer's outstanding voting securities? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, please list the Issuer(s): _____									
Do you or as part of a group, hold or control an Issuer? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, please list the Issuer(s): _____									
Co-Applicant's spousal information (complete if Co-Applicant in not Applicant's spouse)									
Do you have a spouse/common law partner? If yes, complete this section <input type="checkbox"/> YES <input type="checkbox"/> NO									
<input type="checkbox"/> Check box if separate sheet attached with information on additional co-applicants.									
<input type="checkbox"/> 1-Mr. 2-Mrs. 3-Miss 4-Ms. 5-Dr. 6-Prof.	Last name				First name				
Full residential address (not a P.O. box): <input type="checkbox"/> Same as Co-Applicant, or									Apt.
City			Province			Postal code			
Country of Residence		Citizenship		Social Insurance Number (Optional)			Date of birth (mm/dd/yyyy)		
Employer name								Years with employer	
Employer address									Apt.
City			Province			Postal code			
Employer telephone number			Status (examples: employed, unemployed, retired, student, never worked) <small>*If status is either "Retired or Unemployed" please provide your previous Industry/Type of Business and Detailed occupation.</small>						
Industry/Type of Business (examples: entertainment, food service)				Detailed occupation (examples: actor, cook)					

8. Applicant's Spousal Information (continued)

Are you: (i) an officer or director of a reporting issuer or any other issuer whose securities are publicly traded (e.g. an entity whose securities are traded on a stock exchange or an over-the-counter market) (an "Issuer"); or (ii) an officer or director of a company which is itself an insider or a subsidiary of such Issuer? YES NO
If yes, please list the Issuer(s): _____

Are you designated as a Pro (licensed to sell securities)? YES NO

Do you: (i) beneficially own; or (ii) have control or direction over; or (iii) have a combination of beneficial ownership of, and control or direction over, directly or indirectly, securities of an Issuer carrying more than 10% of the voting rights attached to all of the Issuer's outstanding voting securities? YES NO
If yes, please list the Issuer(s): _____

Do you or as part of a group, hold or control an Issuer? YES NO
If yes, please list the Issuer(s): _____

9. In Trust For Information (names below will be included in one account)

Attach a separate sheet for additional ITF individuals and/or with addresses of ITF individuals (ie. beneficiaries) if different from the Applicant's address.

Last name	First name	Date of birth (mm/dd/yyyy)
Last name	First name	Date of birth (mm/dd/yyyy)

10. Annual Account Fees

The method chosen below (excluding Invoice the Employer/Plan Sponsor) will apply to all of your annual fee accounts with B2B Bank Financial Services Inc. ("B2BBFSI") and replaces any previously chosen method.

I request that my annual account fees, until I direct otherwise in writing, be collected from (select one):

- A My chequing account** - Void cheque required. This bank account will be used each year, on or about June 1, for withdrawal of annual account fees, which will vary based on the applicable fee schedule provided. Unpaid fees will be collected from your B2BBFSI account(s). Please see the attached Pre-Authorized Debit (PAD) Terms and Conditions for more information on the CPA Rule H1 Requirements that apply to this fee payment option.
- B My individual (not joint or ITF) B2BBFSI investment account.** If an individual investment account does not exist, option C will apply.*
- C My B2BBFSI registered account(s), up to the fee applicable per account, then from my B2BBFSI investment account(s), if any.***
- D Invoice the Employer/Plan Sponsor** (Available for Group accounts only.)
Unpaid fees will be collected from your B2BBFSI account(s).

* If I have selected to collect fees from my account or if I have not selected a method of payment, the fees will be collected based on the investments in my account. B2BBFSI has established a hierarchy of investments for collecting fees. For more information on the hierarchy, please see attached Account Agreement.

11. Shareholder Communication Information

I have read and understand the terms under the section "National Instrument 54-101 Explanation To Clients" disclosed on the reverse of this application. I agree that the choices indicated by me apply to all of the securities held in the account.

Part 1 - Receiving Securityholder Materials

Please mark the corresponding box to show what materials you want to receive. Securityholder materials sent to beneficial owners of securities consist of the following materials: (a) proxy-related materials for annual and special meetings; (b) annual reports and financial statements that are not part of -proxy-related materials; and (c) materials sent to securityholders that are not required by corporate or securities law to be sent.

- I WANT** to receive **ALL** securityholder materials sent to beneficial owners of securities.
- I DECLINE** to receive **ALL** securityholder materials sent to beneficial owners of securities. (Even if I decline to receive these types of materials, I understand that reporting issuer or other person or company is entitled to send these materials to me at its expense).
- I WANT** to receive **ONLY** proxy-related materials that are sent in connection with a special meeting.

(**Important note:** These instructions do not apply to any specific request you give or may have given to a reporting issuer concerning the sending of interim financial statements of the reporting issuer. In addition, in some circumstances, the instructions you give in this client response form will not apply to annual reports or financial statements of an investment fund that are not part of proxy-related materials. An investment fund is also entitled to obtain specific instructions from you on whether you wish to receive its annual report or financial statements, and where you provide specific instructions, the instructions in this form with respect to financial statements will not apply.)

Part 2 - Disclosure of Beneficial Ownership Information

Please mark the corresponding box to show whether you DO NOT OBJECT or OBJECT to us disclosing your name, address, securities holdings and preferred language of communication (English or French) to issuers of securities you hold with us and to other persons or companies in accordance with securities law.

- I DO NOT OBJECT** to you disclosing the information described above.
- I OBJECT** to you disclosing the information described above.

12. Account Information

- a) Is this Account to be used by or on behalf of a third party(ies)? This includes a person who has a financial interest in the Account or who exerts control over the assets in the Account. YES NO
 If yes, please complete and attach the supplemental form - Third Party Determination Statement
- b) Does anyone other than you, the Applicant(s), have any financial interest in this account? YES NO
 If yes, name the party _____
- c) Do you, the Applicant(s), wish to appoint another person(s) to have full power and authority over your account? YES NO
 If yes, attach a completed Power of Attorney, which must include the signature of and banking information - as in Section 13 - on the authorized individual
- d) Do you have any accounts with other brokerage firms? YES NO
 Account type(s): _____
- e) Do you, the Applicant(s), control the trading in any other B2BFSI accounts? YES NO
 If yes, indicate account numbers: _____
Account # Account #

13. Banking Information (Required if the annual account fees are paid from a chequing account)

Name of bank account holder(s)

Bank number 0	Transit number	Account number
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Name of Financial Institution

Address

City	Province	Postal code
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14. Identity Verification*

Identity verification is required for each Applicant

1. Name (full name as it appears on the identification document)

Type of ID	ID code	ID number
Issuing Jurisdiction/Entity/Authority	ID place of issue	Issuing country
Date of issue (mm/dd/yyyy)	ID expiry date (mm/dd/yyyy)	ID verification date (mm/dd/yyyy)

2. Name (full name as it appears on the identification document)

Type of ID	ID code	ID number
Issuing Jurisdiction/Entity/Authority	ID place of issue	Issuing country
Date of issue (mm/dd/yyyy)	ID expiry date (mm/dd/yyyy)	ID verification date (mm/dd/yyyy)

Select ID Code = 1 = Driver's License, 2 = Passport, 3 = Provincial Identity Card, 4 = Citizenship Card (Issued prior to 2012)
 5 = Other _____

*Note: 1. To comply with applicable law, information must be obtained from all individuals authorized to give instructions on the account and certain beneficial owners of the client and their identities must be verified. Please attach the applicable additional forms.
 2. Please complete the identity verification for each person with authority over or any financial interest in the account.
 3. For additional account holders, attach a separate sheet to record the above banking information and the identity verification information for such persons.

Identification verified through an alternative method:

- Credit File Dual Process Agent, Mandatory or Entity

15. Account Agreement - please ensure all applicants sign this section.

Please read the Account Agreement and the Deposit Terms and Conditions attached to this Application for important Terms and Conditions that apply to your Account and Deposit.

I/We hereby certify that the information in this application is complete and accurate.

I/We acknowledge that I/we have read and agree to be bound by the Account Agreement terms and conditions attached to this application. I/We undertake to advise my/our Dealer in writing of any change to the information in this application. I/We acknowledge that I/we have read and agree to be bound by the attached Pre-Authorized Debit (PAD) Terms and Conditions.

Privacy Protection - By signing this application form below, I/we acknowledge reading the Privacy Protection Notice attached to this application and I/we consent to my/our personal information being collected, held, used and disclosed (i) by each company with whom I/we have an account in the ways and for the purposes identified in the Privacy Protection Notice and (ii) by the Introducer Dealer as necessary for the purpose of carrying out the functions described in clause (b) of the Account Agreement attached to this application. If I/we have provided information concerning any other person, I/we confirm that I/we am/are authorized to provide such information.

To: B2B Bank Financial Services Inc. ("B2BBFSI") and B2B Bank: If I/we make a Deposit with B2B Bank, or any of its affiliates (including their successors and assigns), I/we acknowledge I/we have read and agree to the attached Deposit Terms and Conditions (capitalized terms are as defined in the attached Deposit Terms and Conditions). I/We acknowledge that B2B Bank, or any of its affiliates (including their successors and assigns), may pay my/our Dealer an upfront commission for Term Deposits and a trailing commission for Term Deposits, and a trailing commission for Non-Term Deposit as described in the attached Deposit Terms and Conditions. For a Cash Deposit held in a tax-deferred account (either registered or non-registered), B2B Bank, or any of its affiliates (including their successors and assigns), may pay B2BBFSI a fee no greater than the amount which is the difference in the interest rate between the prime rate of interest (which is variable, subject to fluctuation, and posted on b2bbank.com), and the effective rate of interest (if any) applicable to my/our Cash Deposit, calculated on the balance of my/our Cash Deposit on a daily basis. The maximum commissions and fees referenced herein and the Deposit Terms and Conditions may change from time to time with Notice to me/us.

X _____ Signature of Applicant	_____ Date (mm/dd/yyyy)	X _____ Signature of Co-Applicant	_____ Date (mm/dd/yyyy)
X _____ Signature of Co-Applicant	_____ Date (mm/dd/yyyy)	X _____ Signature of Co-Applicant	_____ Date (mm/dd/yyyy)

16. Dealer/Advisor Information

a) Do you have a direct or indirect interest in the Account other than an interest in commissions charged? YES NO
If yes, give details in Advisor's Comments
Advisor's Comments: _____

b) Are you registered in the province in which the Applicant(s) resides? YES NO

c) Have you personally met the Applicant(s)? YES NO
If yes, when? _____

d) How long have you known the Applicant(s) _____

e) How did you come to know the Applicant(s)? Advertising Lead Phone-In Personal Contact Walk In Referral
Referral by: _____

f) Has a credit check been done? YES NO _____ Date (mm/dd/yyyy)
If yes, what was the result (check one) Acceptable Not Acceptable

X

Signature of Advisor
 _____ Date (mm/dd/yyyy) |

Initial order:
 Buy or Sell Solicited or Unsolicited
Amount \$ _____ Description _____

X

Branch Manager's Approval
 _____ Date (mm/dd/yyyy) |

X

Partner's or Director's Acceptance
 _____ Date (mm/dd/yyyy) |

Account Agreement

Throughout this Account Agreement, the terms "I", "me", "my", "we", "us", and "our" mean the B2B Bank Financial Services Inc. Investment Account holder(s). In consideration of B2B Bank Financial Services Inc. ("B2BBFSI") accepting this account, I acknowledge and agree that:

- a) I have engaged my Dealer/advisor as my agent. B2BBFSI is entitled to accept and act on any notice, authorization or other communication including by electronic transmission and telephone that it believes in good faith to be given by me or on my behalf by an individual or entity acting (or representing that it acts) in connection with this account as my Dealer or my advisor or on behalf of my Dealer or my advisor. B2BBFSI is under no obligation to verify that my Dealer or my advisor or any individual or entity acting (or representing that it acts) is properly authorized to act as my agent or is otherwise authorized to act on my behalf.
- b) My Dealer and B2BBFSI have different roles and responsibilities. I have read and I understand and accept the roles and responsibilities outlined below:
- Role of My Advisor**
My advisor is responsible for working with me to understand and help me achieve my investment objectives by providing me with investment advice.
- Role of My Dealer**
Canadian securities regulations require that my advisor work under the authority of a dealer. My Dealer (the Introducing Dealer) and B2BBFSI have entered into an Introducing/Carrying Dealer Arrangement. **My Dealer is responsible for the opening and approval of new accounts and for supervising my advisor including ensuring that investments and trading activity in my account are suitable for me.**
- Role of B2BBFSI**
B2BBFSI, as the Carrying Dealer on this account, is responsible for trade execution and for settling trades (both of which my Dealer may do in certain circumstances) and custody of my cash and my securities. B2BBFSI is also responsible for issuing account statements and trade confirmations and for most tax reporting. Nevertheless, for mutual fund transactions, B2BBFSI relies on the manager of the mutual fund to issue trade confirmations as permitted by MFDA Rules.
- B2BBFSI does not give investment advice, does not determine the suitability of my investments and is not responsible for and does not supervise any investment advice given to me by my advisor or my Dealer. Also, B2BBFSI is under no duty to evaluate the appropriateness, accuracy or quality of any instructions received from me, my advisor, my Dealer or my employer for group accounts.**
- B2BBFSI may pay a portion of its fees to my Dealer and my Dealer may pay a portion of its fees to B2BBFSI. Fees for carrying dealer services are paid by me in accordance with the B2BBFSI Fee Schedule and/or are paid by my Dealer.
- B2BBFSI is responsible for and maintains in its name trust accounts established for the purpose of holding cash received from me and all cheques received from me shall be made payable to B2BBFSI except in circumstances where my Dealer is permitted by securities regulations to operate a trust account.
- c) B2BBFSI has the right to reject any of my instructions, or to sell any securities in this account, for legal, regulatory or eligibility reasons.
- d) I am responsible for all commissions payable in respect of all trades in this account.
- e) My fixed income trades are valid until the end of the day, unless otherwise specified. I acknowledge that I am responsible for all trades, placed by me or my Dealer or my advisor and I must pay for the trade at the time the trade is placed.
- f) B2BBFSI will provide me with the applicable Account Fee Schedule upon their opening of this account. I will have up to 30 days from the date of account opening by B2BBFSI to close this account without being charged the applicable fees as outlined in the Account Fee Schedule. For its annual fee, B2BBFSI provides various account administration services, including custody of securities, maintenance of accounting records, collecting and remitting income and issuing statements.
- g) I will pay B2BBFSI any amounts owing to B2BBFSI and any fees as outlined in the Account Fee Schedule. In addition, B2BBFSI can sell securities in this account or otherwise deduct from this account any amounts owing to B2BBFSI in respect of this account or any other of my accounts at B2BBFSI. B2BBFSI, as agent for B2B Trustco, may collect fees payable to B2B Trustco for Individual Pension Plans.
- h) B2BBFSI may collect the annual and/or negotiated fee from the investments in my account. The fees will be collected based on the investments held in my account. B2BBFSI has established a hierarchy of investments for collecting fees. The hierarchy is as follows where the fee will be collected from the named investment in ascending order:
- (i) Cash
 - (ii) Money Maximizer
 - (iii) B2B Bank High Interest Investment Account
 - (iv) Front-end money market funds/t-bill funds
 - (v) Other front-end mutual funds
 - (vi) Deferred sales charge money market funds/t-bill funds
 - (vii) Other deferred sales charge mutual funds
 - (viii) Front-end money market funds/t-bill funds (non-electronic)
 - (ix) Other front-end mutual funds (non-electronic)
 - (x) Deferred sales charge money market funds/t-bill funds (non-electronic)
 - (xi) Other deferred sales charge mutual funds (non-electronic)
 - (xii) Front-end asset allocation mutual funds/dollar cost averaging mutual funds
 - (xiii) Front-end capped funds
 - (xiv) Deferred sales charge asset allocation funds/dollar cost averaging mutual funds
 - (xv) Deferred sales charge capped funds
 - (xvi) Hedge funds, limited partnerships and note structured mutual funds/other mutual funds not easily redeemable
 - (xvii) Labour-sponsored mutual funds
 - (xviii) Other mutual fund investments including exchange-traded funds
 - (xix) Other investments
- i) I will deliver any securities that I sell to B2BBFSI promptly if not held by B2BBFSI. If I do not, B2BBFSI may purchase the security at my expense.
- j) B2BBFSI will pay interest to this account on credit balances, or charge interest to this account on debit balances, at the applicable rate as posted from time to time.
- k) I will notify B2BBFSI in writing about any errors or omissions within the time limits specified on confirmations, statements or other notices.
- l) For all accounts, including corporate, unincorporated organization, formal trust and estate accounts, I will provide any additional documentation as reasonably requested by B2BBFSI.
- m) Each of B2BBFSI and my Dealer have the right and I hereby authorize each of them to conduct a credit check or obtain a credit report or credit file with respect to me and my business, if applicable, for the purposes of providing services to me and to verify my identity. Each of B2BBFSI and my Dealer also have the right to use banking information, including without limitation information with respect to any deposit account I may have, in connection with the provision of services to me.

- n) I will advise B2BBFSI of any changes to this account in writing.
- o) I acknowledge that any update to my personal information will apply to all accounts in my client record. If my investment account is associated with B2B Bank Investment Loan, I authorize B2BBFSI to share my personal information with B2B Bank and authorize B2B Bank to update my B2B Bank accounts with my updated personal information including my personal address (residential and mailing), phone and cell number(s), and email address.
- p) I acknowledge that B2B Bank, or any of its affiliates, successors or assigns (the "lender") may have a security interest in this account, and in any securities or property held in it, in relation to a loan. B2BBFSI is authorized to accept instructions from the lender in connection with the operation of this account and the realization of any security interest.
- q) B2BBFSI may, from time to time, amend the terms of this Account Agreement, including introducing a new fee or amending the fees outlined in the Account Fee Schedule, after giving me no less than 60 days notice of the new or amended fees.
- r) All transactions in this account are subject to the rules and regulations of the securities industry, as applicable, and the laws of the Province of Ontario. If I am a resident of the Province of Quebec, B2BBFSI agrees to submit to the laws applicable in Quebec and to Quebec courts in the event of litigation between me and B2BBFSI.
- s) B2BBFSI will act as principal in fixed income transactions. For trades in fixed income securities, for example, Canadian issued bonds, the purchase price includes a mark-up and the sale price includes a mark-down. For purchases, this mark-up will reduce the yield that I receive. For sells, this mark-down will reduce the sale proceeds that I receive.
This mark-up or mark-down represents compensation to B2BBFSI and/or my Dealer for providing me with access to Canadian fixed income markets. The mark-up or mark-down may be negotiable with my Dealer. B2BBFSI has established maximum mark-ups and mark-downs. The maximum is calculated as a percentage of the par value and will vary depending on the term to maturity and the issuer of the debt security.
- t) B2BBFSI will act as principal in currency conversions. The currency of the account(s) shall be as selected by me on the application for this account provided if I fail to make a selection or no selection option is available on the application, the currency of this account shall be Canadian dollars. Currency conversions will occur on trade date for any security that is denominated in a currency other than the currency of this account. Currency conversions will also occur on deposits to this account and will include any conversions required as a result of income or interest derived from securities denominated in a currency other than the currency of this account. Currency conversions will take place at rates determined by B2BBFSI, or others engaged by B2BBFSI, and each may earn revenue, in addition to applicable commissions, based on the difference between the bid/ask rates for the currency and B2BBFSI, or others engaged by B2BBFSI, cost of the currency. Where a transaction with a mutual fund involves a currency conversion, the mutual fund company may charge me for the conversion.
- u) The parties hereby acknowledge that they have expressly required this Account Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. Les parties reconnaissent avoir expressément demandé que la présente convention de compte ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.
- v) In the B2BBFSI Investment Account Application and Account Agreement all singular references are deemed to be in the plural, as applicable.
- w) I acknowledge and agree that no transactions, other than the initial deposit, may be carried out in this account until the identification of the persons authorized to give instructions in respect of this account has been completed by my Dealer.
- The following additional terms apply only to accounts held jointly or as tenants in common:**
- x) The account is owned jointly by those persons signing the B2BBFSI Investment Account Application and that ownership is in equal portions, unless otherwise specified if held as tenants in common.
- y) All of us are jointly and severally liable to B2BBFSI for any debts, liabilities and obligations arising in connection with the account.
- z) B2BBFSI may, without consulting any of the other account holder(s), act on orders for the account submitted by any one of us, including authorization to receive confirmations, statements or other information and to buy, sell, deposit, withdraw, transfer, deliver and/or receive any and all account eligible securities and/or funds.
- aa) The transfer, delivery or payment of securities and/or funds may be made to any one of us or an account for any one of us, without any liability to B2BBFSI.
- bb) All confirmations, statements, or other notices from B2BBFSI will be mailed to the Applicant's address or to the mailing address if one is provided. All such correspondence will then be considered to have been mailed to all of the account holders. Co-applicants may receive copies of statements upon request.
- cc) On the death of any one of us, the deceased's portion of the account proceeds will be disposed of to the remaining account holder(s) if the account is held with rights of survivorship, or to the executor or administrator of the deceased's estate if it is held as tenants in common.
- dd) On the death of any one of us, the remaining account holder(s) agrees to immediately advise B2BBFSI, and to provide such documentation as may reasonably be requested. B2BBFSI reserves the right to restrict the account, as deemed necessary for tax, liability, or legal reasons, under any present or future law.
- ee) The deceased's estate and the surviving account holder(s) continue to be jointly and severally liable for debts, liabilities and obligations resulting from transactions initiated prior to B2BBFSI receiving written notice of death, or incurred in liquidating the account or adjusting the interests of the surviving account holder(s).
- The following additional terms apply only to informal In Trust For accounts:**
- ff) If this account is held In Trust For more than one individual (ie., beneficiary), each beneficiary's interest in the account is deemed to be in equal portions.
- gg) B2BBFSI has no obligation to observe the terms of any trust and I am solely responsible for ensuring compliance with the terms of any applicable trust agreement, or applicable law.
- hh) For accounts with co-applicants, all confirmations, statements, or other notices from B2BBFSI will be mailed to the Applicant's address or to the mailing address if one is provided. All such correspondence will then be considered to have been mailed to all of the account holders.
- ii) For accounts with co-applicants, on the death of any one of us, the remaining account holder(s) agrees to immediately advise B2BBFSI, and to provide such documentation as may reasonably be requested. B2BBFSI reserves the right to restrict the account, as deemed necessary for tax, liability, or legal reasons, under any present or future law.

Oct 31, 2019

Privacy Protection Notice

B2B Bank Securities Services Inc. ("B2BBSSI"), B2B Bank Financial Services Inc. ("B2BBFSI") and B2B Bank Intermediary Services Inc. ("B2BBISI") have always been committed to protecting the privacy of all client personal information that we collect and maintain in the course of carrying on our business. We are pleased to provide you with our Privacy Protection Notice which describes how we collect, hold, use and, when needed, disclose your personal information when we do business with you and your Dealer. This notice adheres to the Personal Information Protection and Electronic Documents Act (Canada) and similar provincial privacy legislation. Please read this notice and contact us through one of the means listed at the end of the document if you have any questions.

Throughout this Privacy Protection Notice, "Company" refers to any of B2B Bank Securities Services Inc. (Member - Canadian Investor Protection Fund), B2B Bank Financial Services Inc. and B2B Bank Intermediary Services Inc., and any affiliate or successor company of each of them whose business relates to a purpose identified in this Privacy Protection Notice (collectively, "Companies").

- 1. Client Record and Personal Information:** The personal information collected about you or your spouse, if you are authorized to provide such information, for the purposes identified in this Privacy Protection Notice is held in a record called the "client record". The personal information in your client record may include your name, address and telephone number, social insurance number, birth date, account holdings, personal loan balances, and the name, address and social insurance number of your spouse, beneficiary, and co-borrower. Depending on the investment or service you request, additional personal information may be held in your client record.
- 2. Providing Your Information to the Companies:** When you complete an application form or otherwise open an account with the Companies, you are providing personal information to that Company including, where applicable, personal information concerning your spouse, beneficiary, and co-borrower, in order to:
 - A. make an investment;
 - B. provide instructions to a Company about an investment you have already made; or
 - C. receive information related to an investment you have made.

Each Company with whom you have an account collects this personal information, holds it in your client record, uses it, and, when needed, discloses it for the purposes identified in this Privacy Protection Notice.

- 3. Collecting, Holding, Using, and Disclosing Personal Information in Your Client Record:** Each Company with whom you have an account may collect, hold, and use the personal information in your client record as well as collect personal information from and disclose personal information to the third parties identified below for the following purposes:
 - A. identifying you and ensuring the accuracy of information contained in your client record;
 - B. establishing and administering your account, determining, maintaining, recording, and storing account holdings, loan balances, and transaction information in your client record;
 - C. executing transactions with or through a Company including transferring funds by electronic or other means;
 - D. providing you and your Dealer with account statements, transaction confirmations, tax receipts, financial statements for the investments that you have made, proxy mailings, registered plan notices, and other information which you or your Dealer may request as needed to service your account;
 - E. assisting your Dealer in determining the suitability of your investments;
 - F. informing you of products and services offered by a Company, its affiliates, or any enterprise that has been duly designated by a Company;
 - G. furthering our own business interests including collecting a debt owed to a Company or to any of its affiliates, executing transactions related to the securitization of your debt, which a Company or any of its affiliates considers to be in our own business interests, and engaging in the financing or sale of all or part of our businesses;
 - H. meeting legal and regulatory requirements;
 - I. verifying information previously given by you with any other organization when necessary for the purposes provided in this Privacy Protection Notice; and
 - J. processing pre-authorized debit transactions.

In this notice, your "Dealer" refers to an individual or entity acting or representing that it acts in connection with your investments or personal loan products as your investment advisor, broker, or dealer, or on behalf of your investment advisor, broker, or dealer. You acknowledge that your Dealer is your agent and not our agent. We are entitled to accept and act on any notice, authorization, or other communication that we believe in good faith to be given by you or your Dealer on your behalf. We are under no obligation to verify that your Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.

4. Third Parties:

- A. Each Company with whom you have an account may collect your personal information for the purposes identified in this Privacy Protection Notice from third parties such as your Dealer, credit bureau, your employer or others providing a personal reference, other Companies and their affiliates, other financial institutions and mutual fund companies, and from third parties who represent that they have the right to disclose the information.
 - B. Each Company with whom you have an account may transfer your personal information for the purposes identified in this Privacy Protection Notice to our service providers, such as account statement preparation and mailing companies, courier companies, imaging companies, document storage companies, and personal loan and deposit product record-keeping companies. When a Company transfers personal information to our service providers, we ensure by contractual means that the transferred personal information is used only for the purposes for which the service provider is retained. In the event our service provider is located outside of Canada, the service provider is bound by, and personal information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located.
 - C. Each Company with whom you have an account may disclose your personal information to third parties where permitted or required by law, such as disclosure for tax purposes to the Canada Revenue Agency, and to self-regulatory organizations including the Investment Industry Regulatory Organization of Canada, the Mutual Fund Dealers Association of Canada (MFDA), Bourse de Montreal Inc., the Canadian Investor Protection Fund, and the MFDA Investor Protection Corporation.
 - D. Each Company with whom you have an account may disclose your personal information for the purposes identified in this Privacy Protection Notice to third parties such as a Dealer, third party service providers and data processing firms, credit bureau, other Companies and their affiliates, and other financial institutions and mutual fund companies. If you wish to withdraw consent to the continuation of this type of information sharing or discuss the implications of such withdrawal, please contact us through one of the means listed at the end of this notice. Your decision to withdraw consent may prevent the Companies from providing products and services to you because the disclosure to third parties is a necessary part of making the product or service available to you.
- 5. Using Your Social Insurance Number:** Each Company with whom you have an account is required by law to use your social insurance number when submitting tax reports to the Canada Revenue Agency and may provide it to third parties engaged to provide income tax reports. Each Company also uses your social insurance number as a unique identifier, to avoid duplication (so that, for example, you do not receive duplicate mailings or get charged the same fee twice) and to ensure that we are aware of all of your holdings (for example, for purposes of determining whether your total holdings exceed a required threshold).
 - 6. Employees and Agents Who Have Access to Your Client Record:** Employees and agents of each Company with whom you have an account may have access to your client record provided they have a specific need to know in connection with the purposes identified in this Privacy Protection Notice. Access is permitted only to the extent necessary for such purposes.
 - 7. Location of Your Client Record:** Your client record is kept in electronic, microfilm, or paper format at our offices in Toronto. Paper records forming part of your client record may also be kept in offsite storage in Toronto. Your client record may be transferred to other locations for disaster recovery purposes.
 - 8. Right to Access and Rectify Personal Information:** Under the Personal Information Protection and Electronic Documents Act (Canada) and similar provincial privacy legislation, you are entitled to access, through a written request, the personal information contained in your client record, including any credit reports obtained by a Company, subject to exceptions for certain kinds of information. You may verify this personal information and request that any inaccurate information be corrected. Please contact us through one of the means listed at the end of this notice. If your concerns have not been resolved to your satisfaction, you can contact the Privacy Compliance Officer at 199 Bay Street, Suite 610 PO Box 35 STN Commerce Court Toronto ON M5L 0A3.
 - 9. Changes to Your Personal Information:** Please inform each Company with whom you have an account promptly of any change in the personal information that you have provided by contacting us through one of the means listed at the end of this notice. The Companies appreciate your business and promises to handle your questions or input regarding personal information in a prompt and courteous manner.

Client Services:

Telephone: 416.964.0028 or 1.800.387.2087
E-mail: accounthelp@b2bbank.com

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National Instrument 54-101 Explanation to Clients

As a non-registered securityholder of a corporation or other issuer, you have the same right as a registered holder to vote at annual and special meeting of that issuer. As your securities are not registered in your name, B2B Bank Financial Services Inc. may provide material directly to you or may, unless you object, provide the issuer with your name, address and extent of security ownership so that the issuer can provide material directly to you. The issuers of the securities in your account do not know the identity of the beneficial owner of these securities. We are required under securities law to obtain your instructions concerning various matters relating to your holding of securities in your account.

Receiving Securityholder Materials

You have the right to receive proxy-related materials sent to registered securityholders by reporting issuers in connection with securityholders meetings; among other things, this permits you to receive the necessary information to allow you to have your securities voted in accordance with your wishes at a securityholder meeting. In addition, reporting issuers may choose to send other securityholder materials to beneficial owners, although they are not obliged to do so.

Securities law permits you to decline to receive securityholder materials. The three types of materials that you may decline to receive are:

- (a) proxy-related materials, including annual reports and financial statements, that are sent in connection with a securityholder meeting;
- (b) annual reports and financial statements that are not part of proxy-related materials; and
- (c) materials that a reporting issuer or other person or company sends to securityholders that are not required by corporate or securities law to be sent to registered securityholders.

Disclosure of Beneficial Ownership Information

Securities law permits reporting issuers and other persons and companies to send materials related to the affairs of the reporting issuer directly to beneficial owners of the issuer's securities if the beneficial owners do not object to having information about them disclosed to the reporting issuer or other persons and companies. Part 2 allows you to tell us if you OBJECT to the disclosure by us to the reporting issuer or other persons or companies of your name, address and securities holdings and preferred language.

If you DO NOT OBJECT to the disclosure of your beneficial ownership information, please mark the first box in Part 2 of the form. In those circumstances, you will not be charged with any costs associated with sending securityholder materials to you.

If you OBJECT to the disclosure of your beneficial ownership information by us, please mark the second box in Part 2 of the form. If you do this, all materials to be delivered to you as a beneficial owner of securities will be delivered by us.

Contact

If you have any questions or want to change your instructions in the future, please contact your Advisor. If you wish to change your instructions, you must do so in writing.

Preferred Language of Communication

Top right hand corner on page 1 of this account application allows you to tell us your preferred language of communication.

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Pre-authorized debit (PAD) Terms and Conditions

- a) **By signing this application, you hereby waive any pre-notification requirements as specified by sections 15(a) and (b) of the Canadian Payments Association Rule H1 with respect to pre-authorized debits.**
- b) You authorize B2B Bank Financial Services Inc. ("B2BBFSI") to debit the bank account provided for the amount(s) and in the frequencies instructed.
- c) If this is for your own personal investment, your debit will be considered a Personal Pre-authorized Debit (PAD) by Canadian Payments Association definition. If this is for business purposes, it will be considered a Business PAD.
- d) You have certain recourse rights if a debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this pre-authorized debit agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.
- e) You confirm that all persons whose signatures are required to authorize transactions in the bank account provided have signed this agreement.
- f) You may change these instructions or cancel this plan at any time, provided that B2BBFSI receives at least 10 business days notice by phone or by mail. To obtain a copy of a cancellation form or for more information regarding your right to cancel a pre-authorized debit agreement, please consult with your financial institution or visit the Canadian Payments Association website at www.cdnpay.ca.

- g) You authorize B2BBFSI to accept changes to this agreement from your registered dealer or your advisor in accordance with the policies of B2BBFSI, in accordance with the disclosure and authorization requirements of the CPA.
- h) You agree that the information in this application will be shared with the financial institution, insofar as the disclosure of this information is directly related to and necessary for the proper application of the rules applicable for pre-authorized debits.
- i) You acknowledge and agree that you are fully liable for any charges incurred if the debits cannot be made due to insufficient funds or any other reason for which you may be held accountable.
- j) You have requested this application form and all other documents relating hereto to be in English. J'ai exigé que ce formulaire et tous les documents y afférant soient rédigés en anglais.

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Definitions

Definition of Politically Exposed Foreign Person

For purposes hereof "politically exposed foreign person" means a person who holds or has held one of the following offices or positions in or on behalf of a foreign state:

- (a) head of state or head of government;
- (b) member of the executive council of government or member of a legislature;
- (c) deputy minister or equivalent rank;
- (d) ambassador or attaché or counselor of an ambassador;
- (e) military officer with a rank of general or above;
- (f) president of a state-owned company or a state-owned bank;
- (g) head of a government agency;
- (h) judge of a supreme court, constitutional court or other court of last resort;
- (i) leader or president of a political party represented in a legislature; or
- (j) holder of any prescribed office or position.

Definition of Prescribed Family Member

For purposes hereof "prescribed family members" of a politically exposed foreign person, politically exposed domestic person and head of an international organization are:

- (a) the person's spouse or common-law partner;
- (b) a child of the person;
- (c) the person's mother or father;
- (d) the mother or father of the person's spouse or common-law partner; and
- (e) a child of the person's mother or father.

Please note that this will include half-sisters and half-brothers.

Definition of Politically Exposed Domestic Person

For purposes hereof "politically exposed domestic person" means a person who holds or has held one of the following offices or positions referred to in any of items (a) to (j) in or on behalf of the federal government or provincial government or the office or position referred to in item (k) in a municipal government:

- (a) Governor General, lieutenant governor or head of government;
- (b) member of the Senate or House of Commons or member of a legislature;
- (c) deputy minister or equivalent rank;
- (d) ambassador, or attaché or counsellor of an ambassador;
- (e) military officer with a rank of general or above;
- (f) president of a corporation that is wholly owned directly by Her Majesty in right of Canada or a province;
- (g) head of a government agency;
- (h) judge of an appellate court in a province, the Federal Court of Appeal or the Supreme Court of Canada;
- (i) leader or president of a political party represented in a legislature;
- (j) holder of any prescribed office or position; or
- (k) mayor.

Definition of Head of an International Organization

For purposes hereof "head of an international organization" means the head of an international organization that is established by the governments of states or the head of an institution of any such organization.

Deposit Terms and Conditions

B2B Bank and/or any of its affiliates (including their respective successors and assigns), accept deposits including, but not limited to, Guaranteed Investment Certificates (the "Term Deposit(s)"), Money Maximizer and B2B Bank High Interest Investment Account (the "Non-Term Deposit(s)"). Term Deposit(s) and Non-Term Deposit(s) are collectively referred to as your "Deposit" and the reference "Deposit" includes any other Deposit that may be accepted by B2B Bank and/or any of its affiliates (including their respective successors and assigns) from time to time, such as cash balances (the "Cash Deposit(s)") in accounts administered by B2B Bank Financial Services Inc., B2B Bank Securities Services Inc., or B2B Bank Intermediary Services Inc. Each of B2B Bank, B2B Trustco, and/or any of their affiliates (including their respective successors and assigns) that accept Deposits is a member institution of the Canada Deposit Insurance Corporation ("CDIC"). Go to b2bbank.com for a current list of our Deposits, information on our complaint resolution process, our privacy protection notice, and interest rates. The following terms and conditions (the "Terms and Conditions") apply to all Deposits. Throughout these Terms and Conditions, "you" and "your" means you as the depositor and/or co-depositor(s) and "we", "us" and "our" means B2B Bank and/or any of its affiliates (including their respective successors and assigns). "Dealer" means an individual or entity acting (or representing that it acts) in connection with your Deposit as your investment advisor, broker or dealer, or on behalf of your investment advisor, broker or dealer. "Application" means the account application form to which these Terms and Conditions are attached.

- (a) **Deposits**
The principal amount of the Deposit shall be held or invested by B2B Bank and/or any of its affiliates (including their respective successors and assigns).
- (b) **Interest Calculation and Payment**
- (i) **Cash Deposit(s) and Non-Term Deposits(s)**
We agree to pay you interest monthly on the day following and for the period which has elapsed since and including the date on which interest was last paid (in the case of a Cash Deposit(s) provided that any interest is payable according to the deposit rates posted on our website). Interest is calculated daily and is based upon the daily closing balance of your Cash Deposit(s) and Non-Term Deposit(s) at a rate of interest as set by us from time to time. All interest payable shall be deposited into the same Cash Deposit(s) and Non-Term Deposit(s) in respect of which the interest was earned and shall thereafter be considered as principal.
- (ii) **Term Deposit(s)**
The interest rate of your Term Deposit(s) depends on the term and interest paying option selected by you. The interest rate applicable to your Term Deposit(s) is the posted rate on the day we receive your completed Application and money. Interest is calculated on the principal balance of your Term Deposit(s) for the number of days in the term on the basis of a year of 365 days. Interest on your Term Deposit(s) of less than two years is paid at maturity and interest on your Term Deposit(s) of two years or more is either paid annually, semi-annually, quarterly, monthly or compounded annually and paid at maturity, as selected by you. Interest ceases at maturity.
- (c) **Guaranteed Repayment**
We guarantee you the repayment of all principal sums of your Deposit, together with any interest that is due and payable, subject to section (d). In consideration of our guarantee and by way of remuneration for administering the Deposit, we shall be entitled to retain for our own use the interest and profits resulting from any investment of the principal in excess of the amount of any interest payable to you.

- (d) **Access to your Deposit**
- (i) **Deposits:** You may deposit to (purchase in the case of a Term Deposit) your Deposit with notice to us.
- (ii) **Hold on Funds:** We reserve the right to hold moneys from any cheque or other payment instrument including pre-authorized debits credited to your Deposit for the purpose of verifying that sufficient funds are available to pay the item and for any other purpose permitted by law.
- (iii) **Withdrawals:** You may withdraw your Deposit (except in the case of a Term Deposit) with notice to us. For withdrawals above certain dollar thresholds determined by us from time to time, your signature on your withdrawal request must be guaranteed by one of a bank, trust company, member of a recognized stock exchange or any other organization satisfactory to us. Transactions including withdrawals may be limited in dollar amounts or frequency, or otherwise as may be determined by us, and such limits may be changed in our sole discretion without notice to you. Term Deposits may be withdrawn only at maturity. The principal balance of your Term Deposit will be repaid at maturity and may not be withdrawn by you prior to maturity.
- (e) **Commission and Fees**
We may pay your Dealer a commission on your Deposit. This is a trailing commission for Non-Term Deposit(s) based on the daily closing balance of your Non-Term Deposit(s), and an upfront commission paid on the principal balance of a Term Deposit at the time of purchase. For a Cash Deposit(s), we may pay your account administrator a fee no greater than the amount which is the difference in the interest rate between our prime rate of interest (which is variable, subject to fluctuation and posted on b2bbank.com) and the effective rate of interest (if any) applicable to your Cash Deposit(s), calculated on the balance of your Cash Deposit(s) on a daily basis. The maximum commissions and fees referenced above may change from time to time on notice to you.
- (f) **Eligible Plans or Accounts**
Your Deposit must be held within such plans or accounts that we, in our sole discretion, may permit from time to time ("Eligible Deposits").
- (g) **Joint and Several**
All of you are jointly and severally liable to us for any debts, liabilities and obligations arising in connection with the Deposit if held jointly or by tenants in common (if available).
- (h) **Complaints**
Should you have a complaint concerning your Deposit, please contact our client service department by calling 1.800.263.8349. Further information detailing the steps for making and escalating a complaint are set out in the B2B Bank Problem Resolution Process which is available online at b2bbank.com.
- (i) **Protecting your Personal Information – for personal Deposits only**
By making a Deposit with us, you consent to the collection, use and disclosure of your personal and financial information in accordance with our Code of Confidentiality as amended from time to time. The Code of Confidentiality forms part of these Terms and Conditions and your agreement to the Terms and Conditions indicates that you agree to the terms of the Code of Confidentiality. Our Code of Confidentiality is available on request and on our website at b2bbank.com.

Deposit Terms and Conditions (continued)

- (j) **Notice**
References to giving notice in these Terms and Conditions shall mean notice in the form and manner as provided in this section (j). We may provide any notice or other communication required or permitted to be given by post, telephone, email, fax, website posting or any other physical or electronic means, or by means of any press release, advertisement or other media notices.
Unless specified otherwise, you or a Dealer may provide us with notice by post, fax or telephone, or through any other physical or electronic means as stipulated by us from time to time at the following address:
B2B Bank
199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto ON M5L 0A2
Toll free 1.800.263.8349
Fax: 1.866.941.7711
Any notice, request or other communication given to us will be deemed to have been given to us and received by us at the time of actual receipt by us. Unless specified otherwise, if notice is provided by post, you will be deemed to have received the notice on the date that is five (5) business days following the date on which the notice was mailed. In all other cases, you will be deemed to have received the notice on the date the notice was sent.
- (k) **Changes to Depositor Record**
You agree to notify us promptly in writing of any changes to your mailing address or other information regarding the Depositor record.
- (l) **Deposit Statements and Confirmations**
You must promptly notify us of any errors, irregularities, omissions or unauthorized activity in your Deposit as soon as you discover them. If notice is not received from you within 30 days of the date of any statement or confirmation indicating activity or balances of your Deposit, you shall be deemed to accept the statement as valid and correct and you release us from all claims with respect to any and every item on the statement or confirmation and from any other claim for negligence, conversion, breach of trust, breach of fiduciary duty or otherwise. We retain the right to recover from you or debit your Deposit if there is an erroneous credit or an omission of a debit.
- (m) **Receiving Statements**
If held jointly or by tenants in common (if available) or in trust, all statements or other notices from us will be sent to you. All such notices will then be considered to have been mailed to all of you.
- (n) **Documentation Requirements**
If held jointly or by tenants in common (if available), on the death of any one of you, the remaining Depositor(s) agrees to immediately advise us and to provide such documentation as may reasonably be requested. We reserve the right to restrict access to monies held in the Deposit, as deemed necessary in order to comply with any present or future law.
- (o) **Joint and Several with Estate**
If held jointly or by tenants in common (if available), the deceased's estate and the surviving Depositor(s) continue to be jointly and severally liable for debts, liabilities and obligations resulting from transactions initiated prior to us receiving written notice of death, or incurred in liquidating the account or adjusting the interests of the surviving Depositor(s).
- (p) **Obligation to Observe Trust Terms**
If the Deposit is held in trust, we have no obligation to observe the terms of any trust and you or all of you are solely responsible for ensuring compliance with the terms of any applicable trust agreement or applicable law.
- (q) **Documentation Requirements of Survivor**
If the Deposit is held in trust, on the death of you or any one of you, the remaining Depositor(s) agrees to immediately notify us, and to provide such documentation as may reasonably be requested. We reserve the right to restrict access to monies held in the Deposit, as deemed necessary in order to comply with any present or future law.
- (r) **Liability for Damages Limited**
Without limiting any other provision of these Terms and Conditions, we will not be liable for, and you agree to indemnify and save us harmless from, any losses, costs, fees, claims, liabilities, delays, damages, expenses or inconvenience of any kind whatsoever, incurred by you or any third party, directly or indirectly (including special, indirect or consequential damages) in connection with the following:
• Any failure, error, malfunction or inaccessibility of any systems or equipment, or for errors, delays or failures in performance or non-completion of a transaction or service;
• Any damages resulting from our negligence or the negligence of our employees, agents or representatives, even if we knew that damage was likely;
• Honouring any instructions (including an instruction to revoke a PAD agreement) from you, including any that we receive from any person claiming to be you or to be acting on your behalf including a Dealer; or
• Exercising our discretion not to act on an incomplete, illegible or ambiguous transaction or a transaction which we suspect is fraudulent. In the case of our gross negligence or willful misconduct, our liability will be no greater than the lesser of the amount of the item and the direct damages you have suffered.
- (s) **Dealer**
You acknowledge that a Dealer is your agent and when acting (or representing that it acts) as a Dealer is not our agent or the agent of any of B2B Bank Financial Services Inc., B2B Bank Securities Services Inc., or B2B Bank Intermediary Services Inc. We are entitled to accept and act on any notice, authorization or other communication that we believe in good faith to be given by you or a Dealer on your behalf. We are under no obligation to verify that a Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.
- (t) **Returning Principal to You**
We reserve the right both to reject any deposit made by you and to withdraw any and all amounts from your Deposit for the purpose of returning such amounts to you.
- (u) **Assignments and Transfers**
Deposits are not negotiable, transferable or assignable by you to any person in any respect except to us or as we agree in writing.
- (v) **Changes to this Agreement**
(i) If permitted by applicable law and subject to (ii) below, we may unilaterally change any part of the Deposit Terms and Conditions (except for sections (a), (b) and (c) if the change pertains to a Term Deposit), if we provide you with notice of the change at least 60 days before the effective date of the change.
(ii) You may, within 60 days of receipt of Notice, withdraw your Deposit without any cost or penalty to you if we unilaterally increase your obligations to us or decrease our obligations to you under these Terms and Conditions.
- (w) **Charges for Costs and Legal Fees**
You agree to pay us on demand any costs to recover amounts that you owe us. These costs include legal fees on a solicitor and client basis, as well as those reasonable counsel fees charged by our legal department. If we incur any expenses in responding to any legal notices or seizures attaching to any moneys in your Deposit, we may charge such expenses to your Deposit, as well as a fee for complying with the order. If you fail to pay our costs, they may be charged against any account you have with us.
- (x) **Set-off**
We reserve the right to use any money at any time in your Deposit(s) to pay any debts or other obligations (including any contingent obligations) you owe us whether in the same or other currency in relation to any other matter between you and us and we are not required to provide notice except as required by law.
- (y) **Language**
The parties have expressly requested that this Agreement and all other related documents and notices be drawn up in English only.
Les parties ont expressément exigé que ce contrat ainsi que tous les documents et avis émis en vertu des présents ou s'y rattachant soient rédigés en anglais.

Sept. 30, 2016