



**B2B BANK
SECURITIES SERVICES**

B2B Bank Securities Services Inc. Deferred Profit Sharing Plan (DPSP) Application

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

Language preference English French

1. Dealer and Advisor Name

Dealer name	Dealer #
Advisor name	Advisor #

2. Employer/Plan Sponsor Information

Employer/Plan Sponsor	Group Number (if existing Group Plan)
-----------------------	---------------------------------------

3. Member Information

<input type="checkbox"/> 1-Mr. 2-Mrs. <input type="checkbox"/> 3-Miss 4-Ms. <input type="checkbox"/> 5-Dr. 6-Prof.	Last name	First name	Initials
--	-----------	------------	----------

Full residential address (not a P.O. box) _____ Apt. _____

City	Province	Postal code
------	----------	-------------

Country of Residence	Citizenship	Social Insurance Number	Date of birth (mm/dd/yyyy)
----------------------	-------------	-------------------------	----------------------------

Cell telephone number	Residence telephone number	Business telephone number	# of Dependents
-----------------------	----------------------------	---------------------------	-----------------

Email address _____

Mailing address if different from above _____ Apt. _____

City	Province	Postal code
------	----------	-------------

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): _____

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.

4. Spousal Information

Do you have a spouse/common law partner? If yes, complete this section YES NO

<input type="checkbox"/> 1-Mr. 2-Mrs. <input type="checkbox"/> 3-Miss 4-Ms. <input type="checkbox"/> 5-Dr. 6-Prof.	Last name	First name	Initials
--	-----------	------------	----------

Full residential address (not a P.O. box): Same as Member, or _____ Apt. _____

City	Province	Postal code
------	----------	-------------

4. Spousal Information (continued)			
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)	
<p>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</p> <p>If yes, please list the Issuer(s): _____</p> <p>Are you designated as a Pro (licensed to sell securities)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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</p> <p>If yes, please list the Issuer(s): _____</p> <p>Do you or as part of a group, hold or control an Issuer? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If yes, please list the Issuer(s): _____</p>			

5. Trusted Contact Person Information

We are required to ask you for the name and contact information for a person that you trust to assist us in protecting your investments. This person does not make any financial decisions or act on your behalf. We would contact this person to confirm or make inquiries about any of the following:

- Possible financial exploitation or mistreatment affecting you or your account
- Concerns about your mental capacity or health status as it relates to your financial decision making
- The identity of your legal guardian, executor, trustee, or other personal or legal representative
- Your current contact information

If you would like to appoint a Trusted Contact Person, please complete the information below. By completing this section and signing this application, you authorize your advisor or dealer to contact your Trusted Contact Person named below to obtain the information needed to validate the concerns about you or to disclose to the Trusted Contact Person such information as the Trusted Contact Person may require in order to obtain the information or help needed. You acknowledge having read and understood the section "Trusted Contact Person - Additional Information" disclosed at the end of this application.

Primary Trusted Contact Person for this account			
<input type="checkbox"/> 1-Mr. 2-Mrs. 3-Miss 4-Ms. 5-Dr. 6-Prof.	Last name	First name	Initials
Full residential address (not a P.O. box)			Apt.
City	Province	Postal code	
Country of Residence	Email address		
Cell telephone number	Residence telephone number	Work telephone number	
Relationship to client			

5. Trusted Contact Person Information (continued)

In the event the Trusted Contact Person named above refuses or is unavailable to provide assistance or is financially mistreating you, the dealer or the advisor may contact the following person:

Alternate Trusted Contact Person for this account

<input type="checkbox"/> 1-Mr. 2-Mrs. 3-Miss 4-Ms. 5-Dr. 6-Prof.	Last name	First name	Initials
Full residential address (not a P.O. box)			Apt.
City	Province	Postal code	
Country of Residence	Email address		
Cell telephone number	Residence telephone number	Work telephone number	
Relationship to client			

I decline to provide a Trusted Contact Person

6. Beneficiary Designation

I designate the person named below as beneficiary of my Account if that person is living at the date on my death. I reserve the right to revoke this designation.

Name of Beneficiary (please print)	Relationship to me (please print)
------------------------------------	-----------------------------------

This designation may not be valid in your province of residence. If the beneficiary is not living at the date of death, or in the absence of a designated beneficiary on this form or in your will, the proceeds of this Account will be paid to your estate.

7. Standing instructions - For each fund selected, please check (✓) desired purchase option and specify allocation

Fund name	Fund number	Purchase Options	
		Sales charge	Allocation
		%	%
		%	%
		%	%
		%	%
		%	%

8. To be completed by Plan Sponsor - Mandatory

Date of Hire (mm/dd/yyyy)	Date Plan of Entry (mm/dd/yyyy)	Class Level
Plan Sponsor Authorized Signature		Date (mm/dd/yyyy)

9. Annual Account Fees

The method chosen below (excluding Options C & D) will apply to all of your accounts with B2B Bank Securities Services Inc. ("B2BBSSI") 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 B2BBSSI 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) B2BBSSI investment account.** If an individual investment account does not exist, option C will apply.*
- C My B2BBSSI DPSP account(s), up to the fee applicable per account, then from my B2BBSSI individual investment account(s), if any.***
- D Invoice the Plan Sponsor** - Unpaid fees will be collected from your B2BBSSI 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. B2BBSSI has established a hierarchy of investments for collecting fees. For more information on the hierarchy, please see attached Account Agreement.

10. 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 Holder 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.

11. Account Information

- a) Does anyone other than you, the Member, have any financial interest in this account? YES NO
If yes, name the party _____
- b) Do you, the Member, 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 11 - on the authorized individual
- c) Do you, the Member, control the trading in any other B2BBSSI accounts? YES NO
If yes, indicate account numbers: _____
Account # Account #
- d) Do you have any accounts with other brokerage firms? YES NO
Account type(s): _____
- e) Will any other person(s) guarantee you? YES NO
(Guarantees are between the guarantee and guarantor. (B2BBSSI does not recognize nor administer such relationships))
- f) Is this account YES NO
a) Discretionary YES NO
b) Managed YES NO
(B2BBSSI does not offer discretionary or managed accounts)

12. 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
Name of Financial Institution		
Address		
City	Province	Postal code

13. 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)

13. Identity Verification* (continued)

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, Mandatary or Entity

14. Account Agreement and Confirmation of Application

Please read the Employee Agreement, 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 hereby certify that the information in this application is complete and accurate.

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

Québec only: I/We acknowledge having been provided the French version of the Account Agreement and the Deposit Terms and Conditions attached to this Application, and having expressly requested to be bound by them in English and to receive all documents related thereto in English. / Je/Nous reconnais(sons) avoir reçu les versions françaises de la convention de compte et des modalités applicables au dépôt, jointes au présent formulaire de demande, et avoir explicitement exigé d'être lié(s) par leurs versions anglaises respectives et de recevoir tous les documents y étant rattachés en anglais.

Privacy Protection – By signing this application form below, I acknowledge reading the Privacy Protection Notice attached to this application and I consent to my personal information being collected, held, used and disclosed (i) by each company with whom I have an account in the ways and for the purposes identified in the Privacy Protection Notice and (ii) by the Introducing 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 have provided information concerning any other person, I confirm that I am authorized to provide such information.

To: B2B Bank Securities Services Inc. ("B2BBSSI") and B2B Bank: If I make a Deposit with B2B Bank, or any of its affiliates (including their successors and assigns), I acknowledge I have read and agree to the attached Deposit Terms and Conditions (capitalized terms are as defined in the attached Deposit Terms and Conditions). I acknowledge that B2B Bank, or any of its affiliates (including their successors and assigns), may pay my Dealer an upfront commission for Term Deposits and a trailing commission for Non-Term Deposits, each based on the value of any such Term Deposit or 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 B2BBSSI 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 Cash Deposit, calculated on the balance of my 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.

To: B2B Trustco, 199 Bay Street, Suite 600 PO Box 279 STN Commerce Court Toronto ON M5L 0A2
Please apply for registration of this B2B Bank Securities Services Inc. Deferred Profit Sharing Plan Account (the "Account") under the *Income Tax Act* (Canada) as a Deferred Profit Sharing Plan. I certify that the information contained in this application is true and correct, and that I have read and am bound by the terms of this application and the attached Employee Enrollment Agreement. I understand that it is my responsibility to arrange for the transfer of assets to my Account from any predecessor registered account or other permitted source.

X _____
Signature of Member

_____ Date (mm/dd/yyyy)

_____ Authorized B2B Trustco Signing Officer/Agent Signing Line

15. 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 Member resides? YES NO
- c) Have you personally met the Member? YES NO
If yes, when? _____
- d) How long have you known the Member _____
- e) How did you come to know the Member? 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" and "my" mean the B2B Bank Securities Services Inc. Deferred Profit Sharing Plan (DPSP) Account holder. In consideration of B2B Trustco (the "Trustee") and B2B Bank Securities Services Inc. ("B2BBSSI") accepting this account, I acknowledge and agree that:

- a) I have engaged my Dealer/advisor as my agent. B2BBSSI 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. B2BBSSI 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, B2BBSSI and the Trustee 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 Introducer Broker) and B2BBSSI have entered into an Introducer/Carrier Broker 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 B2BBSSI**
B2BBSSI, as the Carrier Broker 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. My investments are held by or in the name of B2BBSSI with other qualified custodians. To protect my investments, fully paid investments are segregated from and cannot be used in the normal course of B2BBSSI's business. B2BBSSI is also responsible for issuing account statements and trade confirmations and for most tax reporting.
- B2BBSSI 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, B2BBSSI 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.**
- B2BBSSI may pay a portion of its fees to my Dealer and my Dealer may pay a portion of its fees to B2BBSSI. Fees for carrying dealer services and for the trustee services B2BBSSI arranges to be provided by the Trustee are paid by me in accordance with the B2BBSSI Fee Schedule and/or are paid by my Dealer.
- Role of the Trustee**
The Trustee is the trustee of your registered plans. The Declaration of Trust referred to in the registered plan application form and in the account opening mailing is the contract governing any registered plans. The Trustee has appointed B2BBSSI as its agent, and may appoint other agents, to provide services to my registered plans in compliance with the Declaration of Trust.
- c) The Trustee and/or B2BBSSI have 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, my Dealer or my advisor and I must pay for the trade at the time the trade is placed.
- f) B2BBSSI will provide me with the applicable Account Fee Schedule upon their opening of this account. Except where the Dealer is B2BBSSI, I will have up to 30 days from the date of account opening by B2BBSSI to close this account without being charged the applicable fees as outlined in the Account Fee Schedule. For its annual fee, B2BBSSI provides various account administration services, including custody of securities, maintenance of accounting records, collecting and remitting income, and issuing statements.
- g) I will pay the Trustee and/or B2BBSSI any amounts owing to them and any fees as outlined in the Account Fee Schedule. In addition, the Trustee and/or B2BBSSI can sell securities in this account or otherwise deduct from this account any amounts owing to them.
- h) B2BBSSI 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. B2BBSSI 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 B2BBSSI promptly if not held by B2BBSSI. If I do not, B2BBSSI may purchase the security at my expense.
- j) I will notify B2BBSSI in writing about any errors or omissions within the time limits specified on confirmations, statements or other notices.
- k) Each of B2BBSSI 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 B2BBSSI 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.
- l) I will advise B2BBSSI of any changes to this account in writing.
- m) I acknowledge that any update to my personal information will apply to all accounts in my client record.
- n) B2BBSSI 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.
- o) 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, B2BBSSI agrees to submit to the laws applicable in Quebec and to Quebec courts in the event of litigation between me and B2BBSSI.
- p) B2BBSSI 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 B2BBSSI 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. B2BBSSI 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.
- q) B2BBSSI 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 Agreement (continued)

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 B2BBSI, or others engaged by B2BBSI, and each may earn revenue, in addition to applicable commissions, based on the difference between the bid/ask rates for the currency and B2BBSI's, or others engaged by B2BBSI, 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.

- r) 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.

- s) If the language preference selected in the application is English, 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. Si la préférence linguistique choisie dans la demande est l'anglais, 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.

October 1, 2021

Privacy Protection Notice

B2B Bank Securities Services Inc. ("B2BBSI"), 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").

- 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.
- 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:
 - make an investment;
 - provide instructions to a Company about an investment you have already made; or
 - 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.

- 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:
 - identifying you and ensuring the accuracy of information contained in your client record;
 - establishing and administering your account, determining, maintaining, recording, and storing account holdings, loan balances, and transaction information in your client record;
 - executing transactions with or through a Company including transferring funds by electronic or other means;
 - 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;
 - assisting your Dealer in determining the suitability of your investments;
 - informing you of products and services offered by a Company, its affiliates, or any enterprise that has been duly designated by a Company;
 - 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;
 - meeting legal and regulatory requirements;
 - verifying information previously given by you with any other organization when necessary for the purposes provided in this Privacy Protection Notice; and
 - 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:

- 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.
- 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.
- 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.
- 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.
- 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).
- 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.
- 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.
- 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.
- 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: 1.800.387.2087

E-mail: accounthelp@b2bbank.com

7/20

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 Securities 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:

- proxy-related materials, including annual reports and financial statements, that are sent in connection with a securityholder meeting;
- annual reports and financial statements that are not part of proxy-related materials; and
- 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

The language preference selection located on page 1 of this account application allows you to tell us your preferred language of communication.

7/20

Pre-authorized debit (PAD) Terms and Conditions

- By signing this application, you hereby waive any pre-notification requirements under Payments Canada's Rule H1 regarding the amount or amounts and the due date or dates of debits in your account, and regarding each time a change is made to the amounts or to the due dates of the said debits.
- You authorize B2B Bank Securities Services Inc. ("B2BBSSI") to debit the bank account provided, for the amount(s) and in the frequencies instructed.
- If this is for your own personal investment, your debit will be considered a Personal Pre-authorized Debit (PAD) by Payments Canada definition. If this is for business purposes, it will be considered a Business PAD.
- 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 a form for a reimbursement claim or for more information or your recourse rights, you may contact your financial institution or visit www.payments.ca.
- You confirm that all persons whose signatures are required to authorize transactions in the bank account provided have signed this agreement.
- You may change these instructions or cancel this plan at any time, provided that B2BBSSI 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 Payments Canada website at www.payments.ca. B2BBSSI may also cancel this agreement and

- stop issuing pre-authorized debits to the account described above, subject to 10 days written notice to you.
- You authorize B2BBSSI to accept changes to this agreement from your registered dealer or your advisor in accordance with the policies of B2BBSSI, in accordance with the disclosure and authorization requirements of the Payments Canada.
- 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.
- 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.
- You acknowledge receiving a copy of this agreement and expressly waive the right to receive any other form of confirmation of this pre-authorized debit agreement prior to the first pre-authorized debit.
- If the language preference selected in your Application is English, you have requested this application form and all other documents relating hereto to be in English. Si la préférence linguistique choisie dans votre demande est l'anglais, vous avez exigé que ce formulaire de demande et tous les documents y afférant soient rédigés en anglais.

12/24

Trusted Contact Person – Additional Information

By signing this Application form, you understand and agree that:

Only the information necessary to discuss the concerns about you and assist you may be disclosed to your Trusted Contact Person(s). This could include, but is not limited, to medical information, details of your personal life, financial holdings and transactions.

A temporary hold on transactions may be placed by the dealer or advisor for the time that is necessary to address the situation and concerns about you. You will be notified if such a hold is placed.

The dealer or advisor will first contact the Primary Trusted Contact Person. The Alternate Trusted Contact Person will be contacted in the event the Primary Trusted Contact Person refuses, is unable or unavailable to assist or is suspected of financially exploiting or mistreating you.

You will be solely responsible of notifying you Trusted Contact Person(s) of this appointment, the circumstances under which they may be contacted and the fact that you have given their contact information

to the dealer or advisor. You confirm that you are duly authorized by your Trusted Contact Person(s) to do so.

Only you may revoke this consent or change your Trusted Contact Person(s) at any time by notifying in writing the dealer or advisor.

Your Trusted Contact Person(s) cannot execute any transactions, make any financial decisions or act on your behalf.

The dealer or advisor may contact your Trusted Contact Person(s) should one of the situations mentioned in the Trusted Contact Person Information section in this Application form occur, but they are not legally obligated to do so and cannot be held in any way responsible for not doing so.

11/21

Deferred profit sharing plan employee enrollment agreement

Your employer (the "Employer") has established a Deferred Profit Sharing Plan (the "Plan") for its employees and has entered into a trust agreement (the "Trust Agreement") with B2B Trustco (the "Trustee") which defines the Trustee's responsibilities in respect of the Plan.

By signing this Member Account Application, you are acknowledging and agreeing to certain responsibilities as a beneficiary under the Plan, as well as acknowledging certain rights that the Trustee has in respect of the Plan.

1. I acknowledge and agree that as a condition of membership in the Plan it is my sole responsibility to:

- ensure that my Employer has made the required contributions on my behalf in accordance with the Plan;
- select investments on my behalf and assess the merits of those investments or obtain the advice of an agent to do these things;
- ensure that the property of the Plan held on my behalf is invested in compliance with the investment rules under the *Income Tax Act* (Canada) (the "Act") regarding deferred profit sharing plans;
- ensure that investments selected by me or by my agent are qualified investments for the Plan under the *Income Tax Act* (Canada) (the "Act");
- immediately notify the Trustee if an investment held in the Plan on my behalf is or becomes a non-qualified investment for the Plan under the Act; and
- ensure that the Trustee is provided, upon request, with the current fair market value of any investments held by the Plan on my behalf for which there is no published market price.

I confirm that the Trustee is not responsible for any of these matters or for any loss in value of the Plan.

I acknowledge that any advisor I appoint in connection with the Plan and any person from whom I obtain investment, tax or other advice is my agent and not the agent of the Trustee or any of its affiliates.

- I further acknowledge that I may request from my Employer a copy of the Trust Agreement entered into by the Trustee and my Employer and understand and agree that the Trustee or its agent will administer the Plan in accordance with that agreement. I understand that the Trustee will provide certain services based on instructions provided by me, my Employer, or my agent, however, the Trustee is under no duty to evaluate the appropriateness, accuracy or quality of any instructions received from those parties. I acknowledge that the Trustee has the right to sell any securities held on my behalf for legal, regulatory, or eligibility reasons.
- The Trustee and its directors, officers, employees and agents are indemnified and held harmless by me and the property of the Plan held by the Trustee on my behalf from and against all expenses, liabilities, claims, losses and demands of any nature arising out of the holding of the property of the Plan on my behalf; and, the dealing with the property of the Plan on my behalf in accordance with instructions which the Trustee, or its officers, employees or agents believes in good faith to be provided by me or my agent; making financial arrangements to settle trades; and the sale, transfer or release of the property of the Plan held by the Trustee on my behalf in accordance with the provisions of the Plan and the Trust Agreement, unless caused by or resulting from the Trustee's dishonesty, bad faith, willful misconduct or gross negligence. Agreed and acknowledged as of the date set forth on this Member Account Application.

7/12

Deposit Terms and Conditions

B2B Bank and B2B Trustco, accept deposits including, but not limited to Guaranteed Investment Certificates (the "Term Deposit(s)"), and deposit accounts (the "Non-Term Deposit(s)"). Term Deposit(s) and Non-Term Deposit(s) are herein collectively referred to as "Deposit". B2B Bank and B2B Trustco are member institutions 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 or B2B Trustco. "Dealer" means an individual or entity acting as an agent for B2B Bank or B2B Trustco in connection with your Deposit, as well as 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 Deposit(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.

(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

If the language preference selected in your Application is English, the parties have expressly requested that this Agreement and all other related documents and notices be drawn up in English only.

Si la préférence linguistique choisie dans votre demande est l'anglais, les parties ont expressément exigé que ce contrat ainsi que tous les documents et avis émis en vertu des présentes ou s'y rattachant soient rédigés en anglais seulement.

Apr. 30, 2020