



A division of B2B Bank Securities Services Inc.

Group Partners

B2B Bank Dealer Services/Discount Brokerage Plan Sponsor Set Up Form

Use this application for:

- **Self-Directed Group RRSP**
- **Self-Directed Group Investment Savings Plan**
- **Self-Directed Group Tax-free Savings Account**

B2B Bank Dealer Services includes B2B Bank Financial Services Inc. (an MFDA member), B2B Bank Securities Services Inc. (an IIROC member, Member – Canadian Investor Protection Fund) and B2B Bank Intermediary Services Inc. (an AMF-regulated dealer operating in Quebec). B2B Bank Discount Brokerage is a division of B2B Bank Securities Services Inc. B2B Bank is a trademark used under license.



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B2B Bank Dealer Services (“B2BBD”) / Discount Brokerage (“B2BBD”) Group Partners Plan Sponsor Set up Form

199 Bay Street, Suite 610
PO Box 35 STN Commerce Court
Toronto ON M5L 0A3

1. TYPE OF GROUP PLAN – Check all that apply

- Group RRSP Investment Savings Plan Group Tax-free Savings Account

2. PLAN SPONSOR (EMPLOYER) INFORMATION

Name _____ (the “Plan Sponsor”)

Address _____

City/Town _____ Postal Code _____

Number of Plan Members (minimum plan size is 5)

E=English F=French

3. GROUP PLAN INFORMATION

B2BBD Dealers: The Group Plan(s) indicated above is/are to be established with each of the following dealers as necessary (each referred to as a “B2BBD Dealer” and, collectively as “B2BBD Dealers”).

- B2B Bank Financial Services Inc. (“B2BDFS”)
- B2B Bank Securities Services Inc. (“B2BBSI”)
- B2B Bank Intermediary Services Inc. (“B2BBI”)

B2B Bank Discount Brokerage is a division of B2B Bank Securities Services Inc.

Person authorized by the Plan Sponsor as the administrative contact:

Name _____ Telephone _____ () _____

Title _____ Fax _____ () _____

a) How often will the Plan Sponsor, as agent of the Plan Members, be remitting contributions?

- Weekly
- Bi-Weekly
- Monthly
- Other _____

c) Is this Group Plan replacing an existing plan held outside of Mackenzie, B2BDFS, B2BBSI B2BBI or B2BBD? YES NO

Will assets be transferred? YES NO

d) Payment method of the account fee for a non-Preferred* Group Plan Account.

- Invoice the Plan Sponsor
- Invoice the advisor
- From client holdings

* Please refer to GROUP PARTNERS Account Fee Schedule.

b) Is this Group Plan replacing an existing plan at: Mackenzie Financial Corporation (“Mackenzie”)? YES NO

B2BDFS, B2BBSI, B2BBI or B2BBD? YES NO
If yes, the Group number is: _____

If at Mackenzie, do you authorize the transfer of this entire plan (including all accounts) from Mackenzie to the B2BBD Dealers/ B2BBD? YES NO

4. ADVISOR INFORMATION

Dealer Name _____ Dealer Code _____ Financial Advisor Name _____ Financial Advisor Code _____

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

Advisor Instructions Please send this form together with completed Plan Member applications to the attention of the Group Administration Department.

5. PLAN SPONSOR AGREEMENT & SIGNATURE

The Plan Sponsor agrees to the attached Group Plan Terms.

Signature of Officer or other authorized individual _____ Name _____ Title _____ Date _____ (yyyy/mm/dd)

Signature of Officer or other authorized individual _____ Name _____ Title _____ Date _____ (yyyy/mm/dd)

GROUP PLAN TERMS

The Plan Sponsor wishes to establish a Group Plan(s) as selected by the Plan Sponsor to be provided by each of the B2B Bank Dealer Services (“B2BBDs”) Dealers and B2B Bank Discount Brokerage (“B2BBD”) on the terms and conditions set out herein.

Article 1 – Services

1.1. The B2BBDs Dealers/B2BBD Services

Each of the B2BBDs Dealers/B2BBD will establish the types of Group Plan(s) as selected by the Plan Sponsor on the Plan Sponsor Set Up Form (each being referred to as a “Group Plan”) for each Group Plan member (a “Plan Member”) in respect of which contributions will be remitted by the Plan Sponsor, acting as agent of each Plan Member (a “Group Plan Account”).

Each of the B2BBDs Dealers/B2BBD will receive contributions to the Group Plan(s) remitted by the Plan Sponsor, allocate such contributions to Group Plan Accounts of the Plan Members in accordance with the Plan Sponsor’s instructions and provide the Plan Sponsor with periodic contribution reports (collectively, the “Services”).

1.2 Plan Sponsor Responsibilities

- (a) The Plan Sponsor agrees to provide the B2BBDs Dealers/B2BBD with the information and data necessary for the B2BBDs Dealers/B2BBD to provide the Services.
- (b) The Plan Sponsor agrees that all information regarding Plan Members that is provided to the B2BBDs Dealers/B2BBD is complete and correct. The B2BBDs Dealers/B2BBD shall be entitled to rely on all information regarding Plan Members that is provided to it by the Plan Sponsor without further inquiry.
- (c) The Plan Sponsor has established and will maintain procedures to ensure compliance with the Personal Information Protection and Electronic Documents Act (Canada) and any applicable provincial or territorial legislation of similar effect (“Privacy Legislation”) regarding the collection, use and disclosure of information concerning Plan Members by the Plan Sponsor to the B2BBDs Dealers/B2BBD.
- (d) To the extent, if any, that information transmitted by the Plan Sponsor to the B2BBDs Dealers/B2BBD constitutes personal information for the purposes of Privacy Legislation, the Plan Sponsor agrees that all consents required by Privacy Legislation for the disclosure of such information to the B2BBDs Dealers/B2BBD have been obtained and shall inform the B2BBDs Dealers/B2BBD that such information constitutes personal information.
- (e) When made available by the B2BBDs Dealers/B2BBD and, if the Plan Sponsor wishes to use the Web Remittance System Service for Group Plan contribution remittances the Plan Sponsor may only do so if it executes the Web Remittance System Service Agreement attached hereto as Schedule “A”.

Article 2 – Term and Fees

2.1. Term

This Agreement shall be effective from the date hereof and shall continue until terminated by the Plan Sponsor or the B2BBDs Dealers/B2BBD on 30 days written notice to the other.

2.2. Fees

The Plan Sponsor agrees that the fees payable in relation to the Group Plan Accounts (the “Fees”), as published by the B2BBDs Dealers/B2BBD from time to time, will be collected by the B2BBDs Dealers/B2BBD from the Plan Member’s accounts with the B2BBDs Dealers/B2BBD, unless otherwise agreed to in writing between the B2BBDs Dealers/B2BBD and the Plan Sponsor.

Article 3 – Liability

3.1. General Exclusions and Limitation of Liability

- (a) In this Section 3.1 “Recoverable Damages” means only actual direct damages, and excludes damages for any loss of profits, revenues, contracts or clients, loss of or use of equipment, loss of data, business interruption, lost opportunity to purchase or sell securities, failure to realize expected cost savings or for any indirect, consequential, incidental, special, punitive or exemplary damages howsoever caused or arising, even if the party from whom such damages are claimed has been advised of the possibility of same or such damages were reasonably foreseeable.

- (b) Each B2BBDs Dealer/B2BBD shall be liable to the Plan Sponsor only for Recoverable Damages caused to the Plan Sponsor by that B2BBDs Dealer’s/B2BBD breach of this Agreement, negligence or wilful misconduct. Each B2BBDs Dealer/B2BBD shall not be liable in any way to the Plan Sponsor for damages that are (a) not Recoverable Damages, (b) not caused by that B2BBDs Dealer’s/B2BBD breach of this Agreement, negligence or wilful misconduct or (c) caused or contributed to by the Plan Sponsor, to the extent so caused or contributed to.
- (c) Except as provided in subsection (d), the maximum cumulative and aggregate liability of each B2BBDs Dealer/B2BBD to the Plan Sponsor for all claims, losses or damages arising under or related in any way to this Agreement in any particular calendar year shall in no event exceed the Fees paid to that B2BBDs Dealer/B2BBD in that calendar year.
- (d) Each B2BBDs Dealer’s/B2BBD liability for fraud or for loss of remittances received by that B2BBDs Dealer/B2BBD shall not be subject to the cap on liability provided in subsection (c).

3.2. Specific Limitations

- (a) The Plan Sponsor acknowledges that the Services provided by the B2BBDs Dealers/B2BBD pursuant to this Agreement and otherwise in relation to the Group Plan, constitute administrative services only, and, without limiting the generality of the foregoing, do not extend to investment advice or investment recommendations and that the B2BBDs Dealers/B2BBD do not represent or warrant that any remittances or other contributions in relation to a Group Plan Account will be returned or that any investment gains will be realized.
- (b) Each B2BBDs Dealer/B2BBD does not warrant the accuracy of any advice, report, data or other product delivered to the Plan Sponsor or any Plan Member to the extent that such advice, report, data or other product is produced with or from inaccurate or erroneous data provided by the Plan Sponsor to the B2BBDs Dealers/B2BBD.
- (c) To the extent, if any, that the provision of the Services will rely on any information, advice or services provided by the Plan Sponsor or provided by third parties (other than third parties to whom B2BBDs Dealers/B2BBD may delegate all or any part of the Services), the B2BBDs Dealers/B2BBD makes no representation or warranty as to the adequacy, accuracy or quality of the Services to the extent of such reliance.

Article 4 – Indemnity by the Plan Sponsor

4.1. The Plan Sponsor shall indemnify and save harmless each B2BBDs Dealer/B2BBD, Mackenzie Financial Corporation, their affiliates, and their respective directors, officers, employees or representatives and all mutual funds sponsored by Mackenzie Financial Corporation (collectively, the “Indemnified Parties”) from and against any and all liability, loss, harm, damage, cost or expense, including legal fees, which the Indemnified Parties may suffer, incur or sustain as a result of any suit, claim or demand brought or commenced against the Indemnified Parties arising out of the performance by the Plan Sponsor, its directors, officers, employees or representatives of, or the failure of the Plan Sponsor, its directors, officers, employees or representatives to perform, the duties and services required of it under or arising out of this Agreement, or duties or services which the Plan Sponsor volunteers of its own initiative to perform, or arising by virtue of any action undertaken by the Indemnified Parties at the request of the Plan Sponsor or Plan Members, except for such claims brought against the Indemnified Parties as a result of a B2BBDs Dealer’s/B2BBD own negligence or wilful misconduct.

Article 5 – Successors and Assigns

5.1. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns. Each of the B2BBDs Dealers/B2BBD may assign this agreement without notice to the Plan Sponsor. The Plan Sponsor may assign this agreement with the written consent of the B2BBDs Dealers/B2BBD.

SCHEDULE "A"

Plan Sponsor _____

WEB REMITTANCE SYSTEM SERVICE AGREEMENT

1. Use of Web Remittance System

The Plan Sponsor agrees to use the web-based group remittance system (the "Web Remittance System") to remit contributions to the Group Plan(s) and retrieve historical information about contributions made to the Group Plan(s).

The Plan Sponsor's representatives named below (the "Authorized Web Remittance Users") are hereby authorized by the Plan Sponsor to use the Web Remittance System and the Plan Sponsor agrees to take all steps necessary to facilitate access to the Web Remittance System by the Authorized Web Remittance Users and to notify the B2B Bank Dealer Services ("B2BBDS") Dealers and B2B Bank Discount Brokerage ("B2BBDB") in writing promptly of any change in name, title or e-mail information for the Authorized Web Remittance Users.

Name	Title	Email	Authorized Functions*
_____	_____	_____	SEARCH <input type="checkbox"/> ENTER <input type="checkbox"/> SUBMIT <input type="checkbox"/>
_____	_____	_____	SEARCH <input type="checkbox"/> ENTER <input type="checkbox"/> SUBMIT <input type="checkbox"/>
_____	_____	_____	SEARCH <input type="checkbox"/> ENTER <input type="checkbox"/> SUBMIT <input type="checkbox"/>

*Search – Allows a user to display and print a remittance. This can be one remittance or all remittances for a period.

Enter – Allows a user the Search function, plus the ability to change contribution amounts, add employees and accounts, save a remittance, and retrieve and edit a saved remittance.

Submit – Allows a user the Enter and Search functions, plus the ability to transmit the remittance to the B2BBDS Dealers/B2BBDB.

Note: The Authorized Web Remittance Users are only granted access to the authorized function(s) indicated above, and will not have authorization to add, change or remove user access. The Plan Sponsor agrees that the Administrative Contact identified by the Plan Sponsor on the Plan Sponsor Set Up Form may grant access to additional Authorized Web Remittance Users and/or revoke any such access by providing written notice to the B2BBDS Dealers/B2BBDB.

The Plan Sponsor agrees to use the Web Remittance System on the terms and subject to the conditions set out in the Terms of Use, which form part of the GroupAccess web site.

The B2BBDS Dealers/B2BBDB may change the Terms of Use at any time and will re-present the Terms of Use in the GroupAccess web site for individual users to indicate their continued agreement with its revised provisions. The Plan Sponsor acknowledges that its continued access to and use of the Web Remittance System through its Authorized Web Remittance Users constitutes the Plan Sponsor's acceptance of and agreement with the Terms of Use.

The Plan Sponsor acknowledges that it alone is responsible for any unauthorized use of the Web Remittance System and that where remittances are made using the Web Remittance System by an unauthorized user, or in error, the Plan Sponsor will promptly notify the B2BBDS Dealers and will be responsible for any subsequent adjustments. The B2BBDS Dealers/B2BBDB are in no way responsible for such unauthorized use or errors.

The B2BBDS Dealers/B2BBDB may change or terminate the Web Remittance System at any time without notice to the Plan Sponsor.

2. Authorization for the Use of Pre-Authorized Debits

Account Information

Name of Financial Institution

The Plan Sponsor has attached to this Agreement a specimen cheque from its account (the "Account") at _____ (the "Bank") marked "VOID", and hereby authorizes and directs each of the B2BBDS Dealers/B2BBDB to issue debits against the Account in order to facilitate the Plan Sponsor's remittance of contributions to the Group Plan(s). The Plan Sponsor undertakes to inform the B2BBDS Dealers/B2BBDB in writing of any change to the Account information provided at least five (5) days prior to any pre-authorized debit ("PAD"), as defined by Rule H1 – Pre-Authorized Debits, of the Canadian Payments Association.

3. Acknowledgments

The Plan Sponsor acknowledges that this Web Remittance System Service Agreement (the "Web Remittance Agreement") is provided for the benefit of the B2BBDS Dealers/B2BBDB and the Bank, and is provided in consideration of the Bank agreeing to process PADs against the Account in accordance with the rules of the Canadian Payments Association. The Plan Sponsor warrants and guarantees that all persons whose signatures are required to sign on the Account have signed this Web Remittance Agreement.

The Plan Sponsor will require a password in order to initiate such PADs via the Web Remittance System. Initiating a PAD in the foregoing manner shall constitute authorization for the Bank to debit the Account, as specified by the Plan Sponsor. The Plan Sponsor acknowledges that if it initiates a PAD via the Web Remittance System and the PAD cannot be completed for any reason beyond the control of the B2BBDS Dealers/B2BBDB (a "Failed PAD") the Plan Sponsor will be liable to the B2BBDS Dealers/B2BBDB for the amount of the Failed PAD and/or losses incurred in cancelling investment order related to the remittance.

The Plan Sponsor acknowledges that the Bank is not required to verify that a PAD has been issued in accordance with the particulars described herein. The Plan Sponsor acknowledges that the Bank is not required to verify that any purpose of payment for which the PAD was issued has been fulfilled by the B2BBDS Dealers/B2BBDB as a condition to honouring a PAD issued or caused to be issued by the B2BBDS Dealers/B2BBDB on the Account.

4. Waiver of Pre-Notification

The Plan Sponsor agrees to waive pre-notification of the amounts to be debited and the dates on which the PADs will occur.

5. Cancellation

This Web Remittance Agreement may be revoked by the Plan Sponsor at any time upon providing written notice to the B2BBDS Dealers/B2BBDB. Revocation of this Web Remittance Agreement does not terminate any contract for services that exists between the Plan Sponsor and the B2BBDS Dealers/B2BBDB as it applies only to the method of remitting contributions to the Group Plan and does not otherwise have any bearing on the contract for services exchanged.

6. Disputes

A PAD may be disputed by the Plan Sponsor under the following conditions: (i) the PAD was not authorized; (ii) the PAD was not made in accordance with this Agreement; or (iii) this Agreement was revoked prior to the PAD.

The Plan Sponsor, in order to be reimbursed, acknowledges that a declaration to the effect that either (i), (ii) or (iii) took place must be completed and presented to the Bank within ten (10) days of the date that the debit was posted to the Account. Any dispute that occurs after ten (10) days is a matter to be resolved solely between the Plan Sponsor and the B2BBDS Dealers/B2BBDB.

I understand and agree with the provisions of this Web Remittance Agreement.

Signature of Officer or other authorized individual	Name	Title	Date
_____	_____	_____	_____ (yyyy/mm/dd)

Signature of Officer or other authorized individual	Name	Title	Date
_____	_____	_____	_____ (yyyy/mm/dd)