

B2B Bank Business High Interest Savings Account (HISA) Application

Please include:

- ✓ Documentation required as per the Business HISA Documentation Requirements Checklist on page 10. Note that all documents must be received prior to the account being opened.
- √ Completed "B2B Bank Business HISA Information" (except for Sole Ownership/Proprietorship accounts).
- ✓ An initial deposit made by a business account payable to the business for a minimum amount of \$1.00 and drawn on a Canadian bank for the Inter-Institution Funds Transfer (IIFT) Program.

In order to avoid delays in processing, please:

- complete all client identification information (sections 3) fully and accurately, including employment details (if applicable)
- if you are the Designated Advisor and also the Signing Officer or Business Owner, please have another licensed advisor sign authorization section 10, as the Validating Advisor, on page 10 of this application

Send all pages of this completed application and required documents to:
B2B Bank
199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto, Ontario M5L 0A2



B2B Bank Business HISA[™] **Application**

1. Designated Advisor								∕lr.	☐ Mrs.	☐ Ms.	Miss
Dealer number		Dealer or Company name				Email					
Advisor number		Advisor name				Phone number ()			Fax num	ber	
2. Business Information					(Please refer	to the Checklist o	n pag	e 11 f	or addition	onal requ	irements)
Name of Corporation/Entity							1	e of bus		□ Dorte	a rabin
Operating as (Trade name)						Sole proprietor Partnership Corporation Trust Not for profit group or association			t		
Complete Address of Corporation	/Entity (st	reet # & name, apt. #)(not only	y a P.O. k	box numb	er)						
City	Prov	ince	Postal c	ode	Busines (ss phone number		Busine	ess fax nui	mber	
Email Address	ļ			Date bu	siness started (mm/	/dd/yyyy)	Business registration number				
Date of registration (mm/dd/yyyy)		Nature of business (principal	l business	s activity)							
Name of all Signing Officers		<u> </u>									
3. Signing Officers or Bu	ısiness	Owner Information									
Person 1 (Last, first and middle in											
Full residential address (street # and name, apartment #) (not only a P.O. Box number				mber) (City		Province			Postal co	de
Country of residence				Citizenship			Fa	ax number	1		
Date of birth (mm/dd/yyyy)	Social I	Insurance Number (optional*)			Home phone number		Cell phone number				
Work phone number	Em	ail			()		1,		,		
()											
Detailed Occupation (examples: actor, cook)			St	atus (examples: em	ployed, unemployed	, retired	d, stude	ent)			
Industry/Type of Business (examples: entertainment, food service)											
Please provide details of two valid acceptable pieces of identification		of identification (including one	with photo	o). Refer	to the Personal Ide	ntification Requireme	ents che	ecklist o	on page 11	for examp	les of
Full name as it appears on ID			Is	suing aut	ng authority			Date of issue (if applicable) (mm/dd/yyyy)			
ID Type			ID) number	nber E			Expiry date (mm/dd/yyyy)			
ID Place of issue (jurisdiction)			Is	Issuing Country			Verification date (mm/dd/yyyy)				
2. Full name as it appears on ID		IS	Issuing authority		Date of issue (if applicable) (mm/dd/yyyy)						
ID Type			ID) number			Expiry date (mm/dd/yyyy)				
ID Place of issue (jurisdiction)			Is	Issuing Country Verification date (mm/dd/yyyy)							
1											

*Providing the Social Insurance Number is optional except for sole proprietor.

3. Signing Officers or Business Owner Information (continued)									
Person 2 – Name (Last, first and middle initial)									
Full residential address (street # and name, apartment #) (not only a P.O. Box number) City Province Postal code									
Country of residence				Citizenship			Fax number		
Date of birth (mm/dd/yyyy)	So	cial Insurance Number (optional*)			Home phone number		Cell phone number		
Work phone number		Email			`				
Detailed Occupation (examples: a	ctor	, cook)	S	Status (examples: employed, unemployed, retired, student)					
Industry/Type of Business (examp	les:	entertainment, food service)							
Please provide details of two valid acceptable pieces of identification		ces of identification (including one with ph	noto). Refer	r to	the Personal Identification Requiremen	ts ch	eckl	ist on page 11	for examples of
1. Full name as it appears on ID			Issuing au	utho	rity	Date of issue (if applicable) (mm/dd/yyyy)			
ID Type			ID number	r	E	Expir	y da	te (mm/dd/yyyy	.)
ID Place of issue (jurisdiction)			Issuing Co	ount	try	/erific	/erification date (mm/dd/yyyy)		
2. Full name as it appears on ID			Issuing au	 utho	prity [Date (of is	ssue (if applicable) (mm/dd/yyyy)	
ID Type			ID number			Expiry date (mm/dd/yyyy)			
ID Place of issue (jurisdiction)			Issuing Country			Verification date (mm/dd/yyyy)			
Person 3 – Name (Last, first and middle initial)									
Full residential address (street # and name, apartment #) (not only a P.O. Box number) City					у	Pro	vinc	е	Postal code
Country of residence				Citizenship				Fax number	
Date of birth (mm/dd/yyyy)	Date of birth (mm/dd/yyyy) Social Insurance Number (optional*)			Home phone number			Cell phone number		
Work phone number									
Detailed Occupation (examples: actor, cook) Status (examples: employed, unemployed, retired, student)									
Industry/Type of Business (examples: entertainment, food service)									

Providing the Social Insurance Number is optional except for sole proprietor.



B2B Bank Business HISA™ Application

3. Signing Officers or Business Owner Inform	nation	(conti	nued)					
Please provide details of two valid pieces of identification (incluacceptable pieces of identification.	uding or	ne with ph	oto). Refer to the	Personal Identif	ication Requireme	ents checkl	list on page 11	for examples of
1. Full name as it appears on ID	Issuing authority				Date of issue (if applicable) (mm/dd/yyyy)			
ID Type	ID number			Expiry date (mm/dd/yyyy)				
ID Place of issue (jurisdiction)	Issuing Country			Verification date (mm/dd/yyyy)				
2. Full name as it appears on ID	Issuing authority	1		Date of issue (if applicable) (mm/dd/yyyy)				
ID Type			ID number			Expiry date (mm/dd/yyyy)		
ID Place of issue (jurisdiction)			Issuing Country			Verification date (mm/dd/yyyy)		
4. Account Use/ Third Party Determination Qu	uestio	ns						
What is the intended use of the account: ☐ General Savings ☐ General day to day ope ☐ Other (please specify): ☐ Use by third party or for the benefit of a third party				ary/Direct depo		oecial Pur	chase	☐ Education
☐ Use by third party or for the benefit of a third party (please provide all the following third-party information):						Thind no note.	aiti a a a bi ia	
Third party name (Individual or Company)			Third party	date of birth (r	nm/dd/yyyy) (In	dividual)	Third party	citizensnip
Third party full address (street # and name, apt. #) (not	only a	P.O. Bo	x number)		1	Relations	hip between	client and third party
City Provin			ce	Postal code	Third party	Third party country of residence		
Third party residence telephone number			Il telephone nu	mber Third party business telephone number				ber
Third party employer name							Years with employer	
Third party employer address								I
City			Postal code				·	
Third party employer telephone number Third party status (examples: employed, unemployed, retired, student)								
Third party Industry/Type of business (examples: entertainment, food service) Third party detailed occupation (examples: actor, cook)								
In addition, obtain the following information if the th	hird pa	rty is a	legal person:					
Incorporation number				lace of issue (c	only if entity is a	Corporat	ion)	

5. Inter-Institution Funds Transfer Program (Mandatory) – Please attach a cheque from your other financial institution

The Business understands that the Business can use this service to transfer money from/to the other financial institutions designated below and on the attached (as provided with the present agreement) to/from the Business's B2B Bank Account as specified by the Business in accordance with the Rules and Regulations of the Canadian Payments Association.

Name of Other Financial Institution	Other Account Number
Address	

In order to register the Inter-Institution Funds Transfer capability the Business must include a cheque drawn on the institution with which the Business wish to transact. The cheque must be made payable to the Business and must be for an amount of \$1.00 or greater. As well, please complete the **B2B Bank Business HISA Telephone and Internet** form.

To link additional accounts held at another financial institution to the service, a new *Inter-Institution Funds Transfer* form must be completed and accompanied with the applicable cheque.

Pre-Authorized Debit (PAD) Agreement for Funds Transfer PADs: The Business authorizes B2B Bank to debit its other account held with another financial institution named on the attached cheque for sporadic or one-time payments that it may initiate in accordance with its account agreement. The Business may revoke its authorization at any time, subject to providing written notice of 30 days. The Business has certain recourse rights if any debit does not comply with this PAD agreement. For example, the Business has the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on its recourse rights, or to obtain a sample cancellation form or information on its right to cancel a PAD Agreement, the Business may contact its financial institution or visit cdnpay.ca. Revocation of this authorization does not terminate any contract that exists between B2B Bank and I.

6. Declarations

1. THE BUSINESS

The Business requests an account be opened with B2B Bank and declares that its name is the correct, complete and legal name of the Business. The Business has provided B2B Bank with a true and complete copy of its Memorandum of Association, Articles of Incorporation, by-laws and/or other relevant documents.

The Business acknowledges that it has read, understands and agrees to be bound by the Banking Services Agreement and the current B2B Bank Account Fee Schedule that has been provided to it.

The Business also acknowledges that B2B Bank collects personal and/or confidential information from its clients, if necessary, their surety (guarantor) and other sources, as described below, and makes use of this information in the context of activities generally carried out by the B2B Bank including, but without limiting the generality of the foregoing, to verify the identity of its clients, open an account or a loan, understand the overall financial situation of the client and adequately deliver products and services. To this end, the Business agrees with B2B Bank that the information that it holds concerning it may be used, gathered, updated or kept as follows:

- a) Information that B2B Bank holds regarding the Business shall be used only in activities generally carried on by B2B Bank, and only the employees, agents or service providers of B2B Bank may have knowledge thereof and provided that such information is necessary or useful to carry out their duty or to perform their mandate;
- b) The Business acknowledges and agrees that B2B Bank may at any time, without notifying the Business, assign its account to any person. The assignee will be required by applicable laws to retain the Business's personal information for a certain period of time;
- c) As soon as the Business applies to B2B Bank to open an account, it authorizes B2B Bank, until a notice of closure of its account, to inquire about its solvency or financial position (personal information) with legally authorized persons as well as from any information agent, any financial institution and any mortgage insurer, and the Business authorizes such persons to disclose the information requested;
- d) The Business authorizes B2B Bank to use and share the information it holds regarding it with any person authorized by law, any information agent, surety, financial institution, mortgage/hypothecary insurer or with its consent, with any other person asking for such information;
- e) In the case of services rendered by B2B Bank from a foreign country, the Business understands that B2B Bank may be required to disclose confidential or personal information to regulatory authorities in the foreign jurisdiction, as per applicable laws;
- f) The Business authorizes B2B Bank to disclose and share information in cases of fraud, inquiry, or breach of any financing agreement with competent authorities.
- g) The Business authorizes B2B Bank to disclose and share information with other financial institutions when inter bank communication is required to prevent or control fraud, during inquiries for breach of any financing agreement, or any statutory violation.
- h) In order to benefit from quality service and obtain any information available with respect to the financial products and services offered by B2B Bank and its affiliates, or by any other enterprise deemed appropriate by B2B Bank, the Business authorizes B2B Bank to use the information it holds regarding it to send to the Business any documents, advertising material, or information that B2B Bank shall deem appropriate. The Business may ask B2B Bank to cease using information for the purposes referred to herein at any time via written notice. B2B Bank shall not refuse to dispense the services referred to under this agreement and to which the Business is entitled, even if the Business has withdrawn its authorization regarding the use of such information;
- i) Upon request by B2B Bank, the Business shall obtain personal information required and authorizations of information from any senior officer, director, partner or any other person acting on behalf of the Business;
- j) Any file concerning the Business will be kept at B2B Bank's head office at 199 Bay Street, Suite 600 PO Box 279 STN Commerce Court, Toronto, Ontario M5L 0A2. At the Business's written request, B2B Bank will allow it to consult the information which may be accessed by law, and the Business may obtain a copy of such information by paying the applicable fees;
- k) The Business understands that if it wishes to find out more about the Privacy Policy, it can visit B2B Bank's Internet website at **b2bbank.com** or it can call 1.866.334.4434 and request that a copy of the Privacy Brochure be sent to its attention.

2. THE SIGNING OFFICER(S) OR BUSINESS OWNER(S)

B2B Bank collects personal information including certain credit, employment, and other financially-related information ("Personal Information") from its clients, and if necessary, from their surety (guarantor) and other sources, as described below. B2B Bank makes use of this personal information in the context of activities it generally carries out, including but without limiting the generality of the foregoing: verifying the identity of its clients, opening an account or a loan, understanding the overall financial situation of a client and adequately delivering products and services.

B2B BANK

B2B Bank Business HISA™ Application

6. Declarations (continued)

To this end,

- a) I/we, the signing officer(s) or Business owner(s), authorize B2B Bank, it affiliates and service providers acting on its behalf to:
 - i) obtain information regarding my/our solvency or financial situation, as may be required from time to time for the purposes provided herein including my/our identification and until full payment of any amount as may be owing to B2B Bank, from legally authorized persons as well as from any Designated Advisor, personal information agent, any person referred to in credit reports obtained, any financial institution, any mortgage insurer or any other person providing references, from my/our current or previous employer mentioned in the application, and I/we authorize such persons to disclose the information requested;
 - ii) disclose the information it holds on myself/ourselves to any person authorized by law, Designated Advisor or Validating Advisor, personal information agent, financial institution, mortgage insurer or any organization duly designated by B2B Bank according to paragraph c) below, or with my/our consent, to any person who so requests it;
 - iii) use my/our social insurance number for income tax reporting, identification and data-grouping purposes regarding services offered by B2B Bank;
 - iv) make my/our personal information available to its employees, affiliates and services providers who are bound to protect the confidentiality of the information.
 - In granting this authorization, I acknowledge that I am giving B2B Bank permission to request and access my credit report from credit reporting agencies.
- b) You may at all times, without notifying me/us, assign an account to any person. The assignee may be required by applicable laws to retain my personal information for a certain period of time.
- c) With a view to benefiting from high-quality service and obtaining all information available regarding the financial products offered by B2B Bank, its affiliates or any enterprise that has been duly designated by B2B Bank, I/we authorize B2B Bank, its affiliates and any enterprise duly designated by B2B Bank to make use of the information it holds in my/our regard in order to communicate any background documentation, advertisement or information to me/us. I/ we understand that the employees and authorized representatives of B2B Bank and its affiliates will use my/our personal information only to the extent that such personal information is necessary or useful for the performance of their duties. I/we am/are entitled to request that B2B Bank refrain from using the information for the purposes set out in this paragraph at any time by providing written notice to B2B Bank. B2B Bank will not refuse to provide the services described herein, in the event that I/we am/are entitled to them, even if I/we have revoked my/our authorization regarding the use of this personal information.
- d) In the case of services rendered by B2B Bank from a foreign country, I/we understand that B2B Bank may be required to disclose my/our personal information to regulatory authorities in the foreign jurisdiction, as per applicable laws;
- e) I/we authorize B2B Bank to disclose and share information in cases of fraud, inquiry, or breach of any financing agreement with competent authorities.
- f) I/we authorize B2B Bank to disclose and share information with other financial institutions when inter bank communication is required to prevent or control fraud, during inquiries for breach of any financing agreement, or any statutory violation.
- g) Any file with which I/we am/are concerned will be kept at the appropriate department at B2B Bank. B2B Bank will allow me/us to examine information to which I/we am/are entitled by law, and I may obtain a copy of such information upon payment of amounts charged by B2B Bank and upon written request to B2B Bank.
- h) I/we understand that if I/we wish to find out more about the Privacy Policy, I/we can visit B2B Bank's Internet website at **b2bbank.com** or I/we can call 1.866.334.4434 and request that a copy of the Privacy Brochure be sent to my/our attention.
- 3. QUEBEC ONLY: The parties hereto have required that this Agreement and all deeds, documents or notices relating thereto be drafted in the English language. Les parties aux présentes ont exigé que le présent contrat et tout autre contrat, document ou avis soient rédigés en langue anglaise.

7. Banking Services Agreement

The Business would like to take advantage of the financial services and privileges offered by B2B Bank as indicated in this Application form and, accordingly, it accepts the following terms and conditions:

PREAMBLE - DEFINITIONS

For the purpose of the present Agreement, the following definitions will apply.

- "Account" refers to the B2B Bank Business HISA opened herein.
- "Application" refers to the B2B Bank Business HISA application herein;
- "Institution" refers to a financial institution other than B2B Bank;
- "Inter-Institution Funds Transfer" refers to transactions offered from time to time allowing the transfer of money to/from an account held at another financial institution to/from your B2B Bank Business HISA through electronic means, such as those offered through B2B Bank Telebanking Services;
- **"B2B Bank Internet Service"** refers to all the services offered from time to time within the context of the B2B Bank Internet Service at **b2bbank.com** and this service is governed by the *Agreement governing the use of B2B Bank Telebanking Service or B2B Bank Internet Service for businesses.* This agreement forms part of this Agreement;
- **"B2B Bank Telebanking Service"** refers to all the services offered from time to time within the context of the B2B Bank Telebanking Service at 1.866.334.4434 and this service is governed by the *Agreement governing the use of B2B Bank Service or B2B Bank Internet Service for businesses*. This agreement forms part of this Agreement.
- "Transaction" refers to all transactions allowed by B2B Bank within the context of the B2B Bank Telebanking Service or B2B Bank Internet Service or by any other means or equipment;
- "Other Account" refers to any bank account held at any other financial institution in Canada, that is a member of the Canadian Payments Association;
- "Payment order" refers to any pre-authorized debit or any other type of withdrawal accepted by B2B Bank;
- "Telebanking Centre" refers to B2B Bank's telephone banking centre offering customer support for B2B Bank products.
- "Validating Advisor" is the individual whose name appears in section 10 and certifies that they have executed steps 1 through 6 in section 10 of the application form.

RATES AND FEES

1. The interest rate is a simple annual rate that is calculated daily on any creditor closing balance and is paid monthly. No interest is paid on the portion of the Account exceeding one million dollars (\$1,000,000). This interest rate is subject to change at any time.

The Account is a no-administration-fee account. No transaction fee is charged for permitted transactions, that is, for online fund transfers between the Account and the Other Account. The following transactions are not permitted on this Account: withdrawals, deposits, fund transfers or bill payments performed at an automated banking machine; purchases made using Interac direct payment; bill payments through B2B Bank Telebanking Service; payments on a loan, lines of credit, cheques or certified cheques.

The other service fees described in the B2B Bank Account Fee Schedule (hereinafter referred to as the "Fee Schedule") in effect on the date hereof and as modified on occasion by B2B Bank may apply. The Business agrees to pay B2B Bank the fees or all the services indicated in this Application form and the Business authorizes B2B Bank to debit its Account for these fees.

B2B Bank may change, at any time, the applicable fees by a notice sent to the Business by mail with an account statement or an e-mail with its new rates. These changes will take effect if mailed with a statement or e-mailed, within thirty (30) days from the mailing or sending date of the new rates.

The Business is given a copy of the Fee Schedule when it applies to open an Account.

Transaction fees may apply for the Other Accounts from which or to which you transfer funds.

METHOD OF OPERATION

2. The Account will be linked to an Other Account in the name of the same company, having the same address and in the same currency, held at any Canadian financial institution. This Other Account is the account on which the initial deposit cheque was cleared when the Account was opened.

The Business acknowledges that it holds full powers to request that the Account be opened and to link the Other Account to the Account for the purpose of transfers. The Business authorizes B2B Bank and the other financial institution to process the preauthorized fund-transfer debits on its Other Account in conformance with the rules of the Canadian Payments Association, according to the instructions given by the Business from time to time through B2B Bank Internet Service or according to the amount and frequency specified by the Business when initiating a fund transfer through B2B Bank Telebanking Service.

The initial deposit cheque will be held for a maximum of seven (7) working days and any subsequent transfer to the Account from another financial institution will be held for five (5) working days.

The maximum daily amount allowed as a fund transfer (from the Other Account or from the Account to the Other Account) is fifty thousand dollars (\$50,000).

The Account is offered to Canadian companies. Any authorized representative shall be a Canadian resident who has reached the age of majority in the province of residence. If the company already holds a commercial account with B2B Bank and subscribes to B2B Bank Internet Service, the authorized representative who uses B2B Bank Internet Service and for the Account must be the same.

The Business agrees that the information provided will be used by B2B Bank to determine its eligibility for the product. The information provided and the account number shown on the initial deposit cheque will be used to complete the account opening and to link the Account to the Other Account through

B2B Bank Internet Service as part of the services provided. The information provided by the authorized representative will be used by B2B Bank in administering the Account and in order to meet its regulatory obligations.

B2B Bank will carry out fund transfers in accordance with the Business's instructions with the understanding that B2B Bank may at any time refuse to carry out a fund transfer to or from an Other Account due to insufficient funds in the Account or in the Other Account or for any other reason that prevents the fund transfer. The Business understands that the other institution is not required to verify that the debits made to the Other Account are done so in conformance with the Business's authorization.

The Business has certain rights of recourse if a debit is not in conformance with this agreement. For example, the Business is entitled to receive repayment of any debit that is not authorized or that is not compatible with this agreement. For more information on the rights of recourse, the Business may contact B2B Bank or visit **cdnpay.ca**.

The Business agrees that the operation of the Account it shall hold at B2B Bank shall be performed under the following terms and conditions:

- 2.1 B2B Bank may charge to the Business's Account the amounts:
 - a) of any debt or liability to B2B Bank;
 - b) of any sum credited to its Account as a result of the deposit of an instrument drawn on another financial institution and for which B2B Bank has not received payment;
 - c) of any instruments received by B2B Bank for the Business as a deposit by way of discount, for collection or otherwise, lost, stolen or missing in any way whatsoever, without negligence on the part of B2B Bank;
 - d) of any administration charges announced from time to time, in accordance with the terms and conditions established by B2B Bank by notifying the Business in writing or by posting such information.

The Business shall owe to B2B Bank any amount so debited and shall pay on demand any overdraft as well as all interest charged thereon at the rate applicable to account overdrafts unless a specific agreement exists between the parties in this respect.

The Business undertakes to inform itself of any change of interest rate applicable to account overdrafts.

The Business agrees to pay, on any interest payable under this clause as well as on any interest on interest payable, additional interest at the rate which is applicable in compliance with this agreement.

Nothing in this clause may be interpreted as an obligation for B2B Bank to grant advances to the Business.

Notwithstanding such debits, B2B Bank reserves all rights and recourse against the Business and all other parties.

- 2.2 The Business acknowledges that B2B Bank may withhold funds equal to the amount credited to its Account following the deposit of an instrument on B2B Bank or any other financial institution, until it is paid by the latter. The Business shall be liable for the amount stipulated on any instruments deposited or any other instrument returned unpaid to B2B Bank for any reason whatsoever, for the duration that funds are withheld or after its expiry, this amount may be applied to its Account. Consequently, the Business waives any recourse, legal action for damages against B2B Bank in relation to any withholding of funds, whether or not it was advised thereof.
- 2.3 The Business is committed, at all times, not to use its Account for illegal purposes.

FOREIGN CURRENCY

3. Any transaction performed in a foreign currency other than the Business's Account currency shall be converted into the Account's currency, at the exchange rate and date established by B2B Bank, whereby the said date may differ from the transaction date. B2B Bank shall in no way be liable for losses stemming from exchange rate fluctuations. Instruments in a foreign currency deposited in the Business's Account and returned unpaid to B2B Bank shall be converted into the Account's currency, at B2B Bank's exchange rate, and the amount so converted shall be applied to the Business's Account. Applicable fees may also be charged following reversal of the deposit amount in the Business's Account.

CHEQUES

4. Cheques or any other instruments deposited in the Business's Account are received by B2B Bank for collection only and, in case of non-payment, will be debited against its Account.

NOTICE OF WITHDRAWAL

5. B2B Bank may require a notice of five (5) days for any withdrawal.

ACCOUNT OVERDRAFT

6. The Business agrees not to overdraw its Account. However, should an overdraft occur, it will repay the overdraft on demand as well as the interest on the overdraft at the interest rate then applicable by B2B Bank.

STATEMENT

7. The Business agrees to promptly check its statements and to notify B2B Bank in writing should it notice any error or have any objection thereto. If the Business fails to notify B2B Bank within thirty (30) days from the date of the statement, with the exception of when the statements are provided now and in the future by electronic means or otherwise wherein the delay is five (5) days, all entries will be deemed accurate, and with the exception of any amount credited to the Account by mistake or debited for a cheque being counterfeit or unauthorized signature or endorsement. In the last case, the Business agrees to immediately notify B2B Bank of this fact.

Statements and records prepared by B2B Bank, as well as recordings made by B2B Bank in connection with operations carried out by means of the service, shall be deemed proof of the said operations.

TELEPHONE TRANSACTIONS

- The Business is authorized by B2B Bank to make various transactions by telephone. When the Business communicates with B2B Bank by telephone, B2B Bank may record the conversation.
- 9. All documents bearing an authorized signature, all transactions and applications made by or transmitted by a telecommunication system (e.g., telephone, fax, cable) will have the same legal consequences as a document, a transaction or an application bearing an original signature.

MISCELLANEOUS CHANGE REQUEST

10. The Business can make certain administrative changes to its client file by telephone (e.g., telephone number, change of address) or through the Internet. **B2B Bank SERVICES - TELEPHONE AND INTERNET SUBSCRIPTION**

11. By subscribing to these services, the Business has access to B2B Bank Telebanking and B2B Bank Internet Services to carry out certain banking transactions, by phone or by computer using an access number and password. Allowable banking transactions are set out in the Fee Schedule. The Business acknowledges having received a copy of the aforementioned Schedule.

INTER-INSTITUTION FUNDS TRANSFER

12. The Business hereby authorizes B2B Bank to debit or credit the Account when transferring funds between it and the Business's other account held with another financial institution (the "Other Financial Institution") named on the attached cheque, subject to such limits and conditions as required by B2B Bank. B2B Bank may debit or credit the Other Financial Institution as it appears on the said cheque when transferring funds between it and the Account, subject to such limits and conditions as may be required by the Other Financial Institution.

The Business undertakes to inform B2B Bank in writing, of any change in the Other Financial Institution's account information provided with this agreement at least five (5) days prior to the next due date of a funds transfer.

The Business acknowledges that this authorization is provided for the benefit of B2B Bank and the Other Financial Institution(s) named and is provided in consideration of B2B Bank and the Other Financial Institutions agreeing to process funds transfers against the bank account, in accordance with the Rules of the Canadian Payments Association.

The Business warrants and guarantees that all persons whose signatures are required to sign on the Account or the Other Account have signed this Agreement. If the Account or the Other Account is held in joint names, we hereby jointly authorize B2B Bank to accept instructions from any one of us in accordance with this Agreement and agree that we each are jointly and severally (in Quebec, solidarily) responsible for the transactions authorized by the other person. In order to authorize B2B Bank to arrange Inter-Institution Funds Transfers or to vary or cancel an existing authorization, the Business will contact B2B Bank by telephone, personal computer or other electronic device as permitted by B2B Bank.

The Business needs an access number or code to initiate and authorize such transfers or changes, which it shall provide to B2B Bank when prompted to verify its identity. By using this access number or code, and initiating a funds transfer or change, the Business acknowledges that, it is authorizing B2B Bank to either transfer funds from the Account to the Other Account or from the Other Account to the Account, as the case may be and as specified by the Business or to cancel or vary an authorization as may be applicable.

All transactions carried out before 8:45 p.m. eastern time (ET) shall be recorded on the same day. Transactions after that time shall be recorded on the following day.

This Agreement may be cancelled at any time, subject to the Business providing written notice of 30 days to B2B Bank by mail: B2B Bank, 199 Bay Street, Suite 600 PO Box 279 STN Commerce Court, Toronto, Ontario M5L 0A2.

Revocation of this authorization does not terminate any contract for goods or services that exists between the Business and B2B Bank. This Agreement applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.

The Business may dispute a funds transfer in any of the following circumstances:

- · The funds transfer was not authorized;
- The funds transfer was not made according to this Agreement; or
- · This funds transfer service/program was revoked.

The Business understands that there is no automatic reimbursement. In order to apply for reimbursement when it disputes a funds transfer debit from the Account, it agrees to write to B2B Bank, stating the relevant circumstances (the "Declaration"). B2B Bank must receive the Declaration within 90 days of the date that the funds transfer debit was posted to the Account. If the Business does not deliver the Declaration on time, or if it dispute a funds transfer credit to the Account, it will have to resolve the reimbursement claim with the Other Financial Institution and not with B2B Bank.

The Business agrees that its information with respect to the Account, the Other Account and this Banking Services Agreement may be disclosed to financial clearing institutions, in order to give effect to this Agreement. Any disclosure will follow the rules of the Canadian Payments Association.

The Business shall use the service in compliance with B2B Bank's instructions and guidelines which are provided in Fee Schedule and which may be modified from time to time by B2B Bank. Subscription to and use of services constitute proof of acceptance of the terms and conditions of this Agreement. The Business waives pre-notification of the amount to be debited and the due date(s) and it specifically understands and agrees with this provision.

UNAUTHORIZED TRANSFERS

13. The Business may not carry out, by means of the services, the transfer of any funds between two (2) suffixes with the same account number which would exceed the balance remaining in the suffix from which the funds would be debited.

CONFIDENTIALITY

14. In order to gain access to the service, the Business must use its access number and password assigned to the Account. The Business agrees to keep the access number and password confidential. The Business agrees to employ reasonable measures to protect the confidentiality of the access number and password. In particular, it must not act in a negligent manner by, for example, divulging its access number or password to anyone not authorized to use the services, or by writing them down on easily accessible documents, using as a password personal information (such as a birth date, name, telephone number, address), a PIN number already in use or a bank card number or account number. The Business agrees to inform Telebanking Centre as soon as the confidentiality of the access number or password is compromised, lost or the Business suspects that it is known by an unauthorized third party. B2B Bank can be notified by telephone by contacting the Telebanking Centre and the notice shall take effect immediately. The Business also agrees under these circumstances to take the necessary steps to change its access number and/or password according to the instructions received from B2B Bank.

CONSENT TO TRANSACTIONS

15. The Business acknowledges and agrees that any operation or transaction carried out using its access number and password indicates its consent to said transactions, as if the operation were authorized in writing, and required no further verification by B2B Bank. B2B Bank nevertheless reserves the right to verify and authorize or refuse any transaction if it deems such action necessary. Furthermore, the Business agrees that the operations or transactions carried out using its access number or password, whether they are carried out by any party, with or without their consent or knowledge, are binding upon them and render them responsible to B2B Bank as long as B2B Bank has not been advised of a breach of confidentiality of access number and/or password.

CONSERVATION OF DOCUMENTS AND PROOF

16. The recording of electronic banking operations on a computer storage medium constitutes conclusive proof of said banking operations and shall be binding upon the Business in case of any dispute or legal proceeding with B2B Bank.

RESPONSIBILITY

- 17. The Business recognizes that even if B2B Bank had been informed of the possibility of loss or damage, neither B2B Bank nor its affiliates will be liable in any way for any
 - such loss or damage resulting from:
 - a) any delays, damages or inconveniences caused by an operational failure of the B2B Bank Telebanking or B2B Bank Internet Service, or for its inability to access the B2B Bank Telebanking or B2B Bank Internet Service;
 - b) for the quality of the goods and services acquired through the use of the B2B Bank Telebanking or B2B Bank Internet Service.

 B2B Bank offers no guarantee regarding B2B Bank Telebanking Services and B2B Bank Internet Service and cannot be held liable for any acts or omissions that occur online or on the part of an Internet service provider. The Business shall not hold B2B Bank liable with respect to delays, damages or inconveniences caused by the failure or malfunction of the service or by its inability to gain access to it.
 - c) B2B Bank shall not be held liable by the Business or a third party for any damage whatsoever (including without limitation direct or indirect, special, incidental or consequential, exemplary or punitive damages, losses or expenses) that could result from the use of said services, the inability to use said services, any defects in performance, errors, omissions, interruptions, delays in operations or transmissions, computer viruses, failure or breakdown of systems or lines, loss of data, unauthorized use or reproduction of the site or information therein or otherwise, even if B2B Bank or its representatives are informed of the possibility of such damages, losses or expenses.
 - d) the action or failure to act by the Business or a third party, and no third party shall be considered an agent of B2B Bank;
 - e) unauthorized access to the Account;
 - f) failure by B2B Bank to act or fulfil an obligation due to circumstances beyond the reasonable control of B2B Bank;
 - g) incomplete or erroneous information supplied to B2B Bank by the Business; or
 - The Business also recognizes that B2B Bank will in no way be liable for any consequential or indirect loss or damage (including penalties or profit loss) even if B2B Bank had been informed of the possibility of such loss or damage regardless of the cause of action.

ACCOUNT USAGE REVOKED OR ACCOUNT FROZEN

18. B2B Bank reserves the right to revoke, at all times, following notice, usage of the Account if the Business does not comply with the provisions set forth in this agreement or any related agreement; or if the Business has been stricken or dissolved from the corporations registry in its jurisdiction; or if the Business deposits a cheque that proves to be altered, counterfeit or fraudulent; or if the Business has performed a suspicious, irregular or fraudulent transaction; or if the Business is a victim of fraud; or if the Business no longer complies with any regulation in effect under which it must operate; or if B2B Bank has doubts as to the authorized representatives' authority to act, until the situation has been resolved, rectified or modified and upon presentation of such supporting evidence to B2B Bank's full satisfaction; or if it considers that the Business uses the account in an excessive, unusual or irregular manner or deems it necessary.

APPLICATION AND COMPENSATION

19. The Business authorizes B2B Bank to apply, without prior notice, any type of balance whatsoever held in one of these Accounts against any sum the Business owes to B2B Bank or one of its subsidiaries. The parties agree that compensation between a debt incurred by the Business and one incurred by B2B Bank and one of its subsidiaries shall be possible immediately when one of the above debts becomes payable, even if the second is not. The second debt so incurred shall become payable immediately when the first becomes payable. Compensation shall also be possible between both debts owing in two different currencies. B2B Bank has the choice of application of payment to be made.

TRANSFER OF RIGHTS

20. B2B Bank may transfer, sell or assign its rights, in whole or in part, with respect to this agreement. In such a case, B2B Bank may disclose the personal information of the Business, its Account information, the personal information of its authorized representatives, shareholders, officers, directors, partners, general partners and members to the assignee of B2B Bank's rights. The assignee may be required by applicable laws to retain such personal information for a period of time.

TAXES

- 21. B2B Bank may debit the Account for all applicable taxes.
- 22. The Business agrees to notify B2B Bank of any change in its status as Canadian resident and to reimburse B2B Bank for any amount it paid in regard to a request by the tax authority concerned.
- 23. B2B Bank may change, at any time, the terms and conditions of, and the services governed by, this agreement by sending the Business a notice with the statement. Such changes will take effect within ten (10) days from the date of notice. A copy of the changes in the conditions will be made available on the website **b2bbank.com**
- 24. B2B Bank may terminate this Agreement or services covered by the Agreement without prior notice if the Business contravenes a provision of this Agreement, or limit the use of services if B2B Bank considers that the Business abuses them.
- 25. If B2B Bank terminates this Agreement, the Business must immediately repay any amount due to B2B Bank.
- 26. The Business can cancel this agreement or the services offered at any time without prior notice, simply by informing B2B Bank.

SETTLING DIFFERENCES

27. Any complaints or comments should be addressed to the B2B Bank Telebanking Centre, at 1.866.334.4434.

CLIENT AUTHORIZATION AND ACKNOWLEDGEMENT

- 28. The Business hereby authorizes B2B Bank to provide its account balances to its Dealer/Advisor for the purpose of commission calculation. The Business understands that this Client Authorization revokes any previous authorization given by it to any other person in this regard. The Business hereby recognizes and agrees that it is solely and entirely responsible for the choice of the Dealer/ Advisor, that neither B2B Bank nor its affiliates have made any representation to the Business in connection thereto and that B2B Bank and its affiliates will not, in any way, be liable for anything relating to such matters. The Business further undertakes to indemnify and save B2B Bank and its affiliates harmless from any actions, suits, costs and/or damages that may be made against B2B Bank or its affiliates in this regard.
 - The Business hereby agrees and acknowledges having been informed that its Dealer/Advisor will receive compensation from B2B Bank paid monthly on the average monthly balance of the Business's Account.
- 29. The Business acknowledges having received from B2B Bank or the Business's Advisor, information regarding the B2B Bank Business HISA, including the fees and other service charges, the method of calculating interest, the interest rate in effect today, its characteristics, and its policy on complaints as well as adequate explanations of the nature and scope of this agreement.

AGREEMENT

30. This Agreement adds to, but does not substitute itself for any other agreements and terms and conditions governing all other accounts that the Business now has or may have in the future with B2B Bank.

INTERPRETATIVE CLAUSE

- 31. Whenever the context so requires the singular number shall be interpreted as plural, the masculine gender as feminine or neutral, and vice-versa. **SIGNATURES**
- 32. If several Clients are co-signatories to the present agreement, their obligations shall be joint and several (in Quebec, solidarily) under the terms of the present agreement and moreover they shall renounce all recourse to benefit of division and discussion.

UNDERTAKINGS

- 33. The Business makes the following undertakings with respect to B2B Bank:
 - a) to provide B2B Bank with all financial information that B2B Bank may reasonably require from time to time and to permit B2B Bank to make inquiries, using any sources which it may deem necessary, in order to verify from time to time the Business's overall financial situation;

b) to advise B2B Bank of any change of address;
c) to pay the charges applicable to the Account, as determined from time to time by B2B Bank; and the Business hereby authorizes B2B Bank to debit
the Account, other accounts it might have opened at B2B Bank or the Other Account(s), accordingly.
NOTIFICATION
34. Any notification to be given by B2B Bank or by the Business under the terms of the present agreement shall be in writing and delivered by hand or sent
by ordinary mail to the address indicated in the present Agreement. Any notification delivered by hand shall be deemed to have been received on the
date of its delivery and any notification sent by ordinary mail shall be deemed to have been received on the third working day following the day of posting.

3. Signing Officer or Business Officer	authorization					
I/We acknowledge that, prior to signing on 1. I/We have read, and I/we understand and a		d Conditions contained in this	s Agreement and that the c	urrent fee schedule		
has been provided to me/us. My/Our Designated Advisor or Validating Advisor has signed below, has given me/us a duly completed copy of this Agreement, and has allowed me/us						
sufficient time to become aware of its term 3. I/We certify both personally and on behalf		s is) a principal of the Busin	ess and that the informatio	n contained herein		
and in the attached B2B Bank Business H	ISA Information is complete and accu	ırate in all respects.	ood and that the informatio	ir contained noroin		
 I/We have attached a completed and signe I/We undertake to advise B2B Bank in writ 						
Name of Person 1	Signature		Date (mm/dd/yyy	y)		
Name of Person 2	 Signature		Date (mm/dd/yyy	v)		
	2.92		_ ==== (,,,,	,,		
Name of Person 3	Signature		Date (mm/dd/yyy	y)		
9. Designated Advisor authorization						
Do not complete this section if you are both th	e Designated Advisor and a Signing	Officer or Business Owner.				
I hereby certify that Business identification	forms have been provided by the	Applicant(s) and are attac	had with this application	The information		
corresponds to the identity(ies) and signat			ned with this application	. The information		
 I know the Applicant(s); I have personally met with the person(s) li 	isted in section 3:					
 I have seen the original identification reco 						
 Having made reasonable inquiries, I have required information in the section titled, " 			alf of a third party or if so,	have provided the		
5. I have witnessed the person(s) listed above	ve sign this document.	•				
I have provided the Business information calculating interest, and the interest rate in	in writing regarding the B2B Bank Bu	siness HISA including the fe	ees and other service charg	ges, the method of		
b2bbank.com.	if effect today. The current interest ra	te applicable to the Account	can be lound on 626 ban	k's website at		
Designated Advisor Name (print)	Signature of Designation	ated Advisor	Date (mm/dd/yyyy)			
10. Validating Advisor to complete thi	is section					
Another licensed advisor must complete this s	section ONLY if the Designated Advis	or is also the Applicant.				
I, as the authorized Validating Advisor, hereby	certify that:					
I know the Applicant(s);	•					
 I have personally met with the person(s) I I have seen the original identification reco 						
4. Having made reasonable inquiries, I have	e no reason to believe that the Appli	cant(s) is/are acting on beh	alf of a third party or if so,	have provided the		
required information in the section titled, " 5. I have witnessed the person(s) listed above	•	on Questions";				
6. I have provided the Business information	in writing regarding the B2B Bank Bu	usiness HISA including the f	ees and other service char	ges, the method of		
calculating interest, and the interest rate i b2bbank.com .	n effect today. The current interest ra	te applicable to the Account	can be found on B2B Ban	k's website at		
DZDDank.com.						
Validating Advisor Name (print)	Signature of Validating Advisor	Date (mm/dd/yyyy)	Validating Dealer # Validating Dealer	alidating Advisor #		



Business HISA Documentation Requirements Checklist

Corporations: □ B2B Bank Business HISA Information □ Inter-Institution Funds Transfer Form and the applicable cheque □ Completed and signed Form RC519 (Tax Residency Self-Certification for Entities) And 1 of the following (issued within the past 12 months): □ Certificate of Incorporation (if incorporated less than 1 year) □ Certificate of Good Standing □ Certificate of Status □ Certificate of Fact □ Certificate of Attestation □ Business's most recent Notice of Assessment And 1 of the following: □ Signed Banking Resolution (attach borrowing restriction, if any) □ Signed B2B Bank Banking Resolution	Incorporated Charities or not-for-profit organizations (non-CRA Registered): □ B2B Bank Business HISA Information □ Inter-Institution Funds Transfer Form and the applicable cheque □ Completed and signed Form RC519 (Tax Residency Self-Certification for Entities) And 1 of the following (issued within the past 12 months): □ Certificate of Incorporation (if incorporated less than 1 year) □ Certificate of Good Standing □ Certificate of Status □ Certificate of Fact □ Certificate of Attestation □ Business's most recent Notice of Assessment And 1 of the following: □ Signed Banking Resolution (attach borrowing restriction, if any) □ Signed B2B Bank Banking Resolution
Partnerships: □ B2B Bank Business HISA Information □ Inter-Institution Funds Transfer Form and the applicable cheque □ Delegation of Powers for Partnership, Association, Joint venture □ Terms and conditions of signatures (pursuant to the terms of the partnership agreement). □ List of all Partners forming the partnership □ Completed and signed Form RC519 (Tax Residency Self-Certification for Entities) And 1 of the following: □ Certificate of Registration of Partnership □ Certificate of Status □ Partnership Declaration (with copy of filing) □ Notarized copy of partnership agreement	Non-Incorporated Charities or not-for-profit organizations (i.e. Church, lodge, society): B2B Bank Business HISA Information Inter-Institution Funds Transfer Form and the applicable cheque Delegation of Powers for Partnership, Association, Joint venture Completed and signed Form RC519 (Tax Residency Self-Certification for Entities) And 1 of the following: Articles of Association Association's original constitution and bylaws Copy of provincial or federal registration Copy of the financial information return form the previous year from CRA (CRA Registered Charities only) Community Organizations (hockey club):
Sole Proprietorships: ☐ Copy of name registration of Business with federal or provincial government or Master Business Licence ☐ Inter-Institution Funds Transfer Form and the applicable cheque ☐ Completed and signed Form RC519 (Tax Residency Self-Certification for Entities)	□ B2B Bank Business HISA Information □ Inter-Institution Funds Transfer Form and the applicable cheque □ Delegation of Powers for Partnership, Association, Joint venture □ Copy of document proving existence (for example, charter, minutes of meetings establishing authorities). □ Completed and signed Form RC519 (Tax Residency Self-Certification for Entities)
Incorporated Charities or not-for-profit organizations (CRA Registered): ☐ B2B Bank Business HISA Information ☐ Inter-Institution Funds Transfer Form and the applicable cheque ☐ Copy of the financial information from CRA website ☐ List of Directors and Officers ☐ Completed and signed Form RC519 (Tax Residency Self-Certification for Entities) And 1 of the following: ☐ Signed Banking Resolution (attach borrowing restriction, if any) ☐ Signed B2B Bank Banking Resolution	Condominium Corporation: □ B2B Bank Business HISA Information □ Inter-Institution Funds Transfer Form and the applicable cheque □ Copy of Declaration registered at Land Titles office □ Completed and signed Form RC519 (Tax Residency Self-Certification for Entities) And 1 of the following: □ Signed Banking Resolution (attach borrowing restriction, if any) □ Signed B2B Bank Banking Resolution
Trust: ☐ B2B Bank Business HISA Information ☐ Inter-Institution Funds Transfer Form and the applicable cheque ☐ Copy of the Trust Agreement ☐ Completed and signed Form RC519 (Tax Residency Self-Certification for Entities)	

Personal identification requirements checklist

For all new **non-registered** accounts, details of <u>two</u> pieces of <u>valid</u> identification are required for each applicant for **personal** accounts and for each authorized person for **business** accounts (i.e., individuals with transaction authorization such as business owners and signing officers). Each application must clearly indicate the Full name as provided on the ID, ID type, unique ID number, ID Place of issue (jurisdiction), Issuing authority, Issuing country, ID Verification date, Date of issue of the document (if applicable) and the ID Expiration date.

When a new account is being opened, details of the following are required:

- One piece of Type 1 Documentation and one piece of Type 2 Documentation OR
- · Two pieces of Type 1 Documentation

Type 1 Documentation

- · Driver's Licence issued in Canada
- · Passport
- · Certificate of Indian Status issued by Government of Canada
- · Canadian Permanent Residence Card
- Quebec Health Card (with photo ID and expiration date)
- Identification Card issued by the Province (not available in Quebec)

[Note: Health Cards in Quebec must be offered by clients they cannot be requested]

Type 2 Documentation

- · Certificate of Canadian Citizenship or Naturalization
- · Provincial Health Card (without photo ID and/or expiry date)
- Birth Certificate issued in Canada only (by the Government, Church issue not accepted)
- · Social Insurance Card issued by Government of Canada
- · Major Credit Card (bearing the name of the applicant and their signature)
- College/University Student ID Card (bearing the name of the applicant, signature and photograph)
- · Firearms Licence issued federally with photo ID
- NEXUS Card (bearing the applicant's name, passport number and photograph)
- CNIB Card
- Canadian Forces Identification Card (bearing individuals name, photo and expiration date)

[Note: Health Cards are not acceptable identification for Manitoba, Nova Scotia, Ontario or Prince Edward Island]

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