



# Personal Guarantee of Corporate Account

Corporate Client Name: \_\_\_\_\_ ("the Client")

In consideration of B2B Bank Financial Services Inc. ("B2BBFSI") or B2B Bank Securities Services Inc. ("B2BBSSI"), as applicable, accepting an account in the name of the Client noted above, I/we unconditionally guarantee payment to B2BBFSI/B2BBSSI of all debts and liabilities which the Client has or will incur, arising from dealings between B2BBFSI/B2BBSSI and the Client in respect of the Client's account with B2BBFSI/B2BBSSI.

I/we further agree that:

1. If this document is executed by more than one Guarantor, all agreements and covenants and all liabilities shall be joint and several.
2. This guarantee shall be a continuing guarantee and shall cover all debts and liabilities of the Client to B2BBFSI/B2BBSSI and shall apply to and secure any ultimate balance due and unpaid to B2BBFSI/B2BBSSI whether or not partial payment has been made.
3. I/we waive all notice of default, or demands concerning the debts and liabilities of the Client. B2BBFSI/B2BBSSI is not obliged to exhaust its recourse against the Client before being entitled to enforce this Guarantee, and may take such action with respect to liquidation of the Client's account(s) as it deems fit.
4. All securities and other property held by B2BBFSI and B2BBSSI for my/our non-registered account(s) are pledged as security for the performance of my/our obligations hereunder and may be transferred without notice, and sold, at B2BBFSI's/B2BBSSI's sole discretion and timing to satisfy the liabilities of the Client.
5. All indebtedness and liability, present and future, of the Client to me/us are hereby assigned to B2BBFSI/B2BBSSI and postponed to the debts and liabilities of the Client to B2BBFSI/B2BBSSI, and all monies received by me/us in this respect shall be paid over to B2BBFSI/B2BBSSI. I/we assign any claims, liens or priorities arising in bankruptcy, liquidation or other proceedings to B2BBFSI/B2BBSSI and, at B2BBFSI's/B2BBSSI's request, shall appoint B2BBFSI/B2BBSSI as my/our attorney to enforce and collect these claims.
6. I/we will make payment to B2BBFSI/B2BBSSI of the amount of the liability of the Client immediately upon demand.
7. This guarantee shall remain effective notwithstanding any incapacity or death of me/us or any respective directors, partners or agents, or that the Client may not be a legal entity, or any irregularity on the Client's part in establishing or handling the Client's account(s), or a change of name or membership, or other re-organization of the Client.
8. The Client's account statements shall be accepted by me/us as correct, including any balance owing.
9. If I/we have made a payment against the liability of this Guarantee, I/we shall not be entitled to claim repayment against the Client's account until B2BBFSI's/B2BBSSI's claims against the Client have been satisfied in full.
10. There are no representations, collateral agreements or conditions with respect to this document or affecting the Client's liability other than contained within this document.
11. This document shall be construed in accordance with the laws of Ontario, and I/we agree to the jurisdiction of the courts of Ontario.
12. This agreement is to the benefit of our respective heirs and assigns.
13. The Parties hereto have requested that this agreement be drawn up in the English language only. Les parties aux présentes ont exigé que cette convention soit rédigée en anglais uniquement.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Guarantor Name and Title

\_\_\_\_\_  
Guarantor Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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Witness

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Witness