



Group Partners

B2B Bank Dealer Services Deferred Profit Sharing Plan (DPSP) Sponsor Set Up Form

- **Easy to set up**
- **Simple to maintain**
- **Solid administration & support**
- **A valuable benefit that employees appreciate**

B2B Bank Dealer Services includes B2B Bank Financial Services Inc., B2B Bank Securities Services Inc., and B2B Bank Intermediary Services Inc. B2B Bank Financial Services Inc. and B2B Bank Securities Services Inc. are members of the Canadian Investment Regulatory Organization (CIRO) and members of the Canadian Investor Protection Fund (CIPF). B2B Bank Intermediary Services Inc. is operating in Quebec and regulated by the Autorité des marchés financiers (AMF). B2B Bank is a trademark used under license.

B2B Bank Dealer Services ("B2BBDS") Deferred Profit Sharing Plan (DPSP) Sponsor Set-up Form

 GROUP PARTNERS
ADMINISTRATION
USE ONLY

GROUP NUMBER

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

1. TYPE OF PLAN (MANDATORY)

- Combination Group RRSP and DPSP
 DPSP

2. APPLICATION TYPE

Select One:

- New Plan (complete ALL Sections)

 Effective Date of Plan: _____
(Date the first contributions are in reference to)

- Application for an existing plan.

(Please attach a copy of existing plan document and any amendments, if applicable.)

Original effective date of Plan: _____

Effective date of transfer: _____

Canada Revenue Agency

(CRA) Federal Registration Number: _____

Approximate value of assets being transferred: _____

3. GENERAL INFORMATION

B2BBDS Dealers: The plans indicated above is/are to be established with each of the following Dealers as necessary (each referred to as a "B2BBDS Dealer" and, collectively as "B2BBDS Dealers").

- B2B Bank Financial Services Inc. ("B2BBFSI")
- B2B Bank Securities Services Inc. ("B2BBSSI")
- B2B Bank Intermediary Services Inc. ("B2BBISI")

Plan Sponsor's Full Legal Corporate Name: _____

Nature of Business: _____ Company Year End: _____

 Is the Plan Sponsor a: Proprietorship Partnership Corporation Other _____

Business Number: _____ Website address (if applicable): _____

Plan Sponsor's Address:

Street: _____

City: _____ Province: _____ Postal Code: _____

Number of employees: _____ Number of Plan "Members" (minimum plan size is 5): _____

Is this Plan replacing an existing plan at:

 Mackenzie Financial Corporation ("Mackenzie")? YES NO

 B2BBFSI/B2BBSSI/B2BBISI YES NO

 If Yes at Mackenzie, do you authorize the transfer of this entire plan (including all accounts) from Mackenzie to the B2BBDS Dealers? YES NO

If yes, the Group Number is: _____

Payment method of the account fee for a Non-Preferred* Group Account.

- Invoice the Plan Sponsor From client holdings

- Invoice the Financial Advisor

*Please refer to the GROUP PARTNERS Account Fee Schedule.

Person Authorized by the Plan Sponsor as the Administrative Contact: _____

Telephone No: _____ Fax No: _____ E-mail Address: _____

Executive Contact Person: _____ E-mail address: _____

Telephone No: _____ Fax No: _____

4. EXISTING COVERAGE

Do you currently have or have you ever had a Deferred Profit Sharing Plan, Group Registered Pension Plan or a Group RRSP for the members of this Plan? (For existing plans that are being transferred to the B2BBDS Dealers, please list all other plans if applicable.)

- YES NO

If Yes, please complete the following:

| | Deferred Profit Sharing Plan | Group Registered Pension Plan | Group Registered Retirement Savings Plan |
|------------------------------|--|--|--|
| Current Provider | <input type="checkbox"/> Mackenzie Financial Corporation <input type="checkbox"/> Other | <input type="checkbox"/> Mackenzie Financial Corporation <input type="checkbox"/> Other | <input type="checkbox"/> Mackenzie Financial Corporation <input type="checkbox"/> Other |
| Benefit Type | N/A | <input type="checkbox"/> Defined Contribution <input type="checkbox"/> Defined Benefit | <input type="checkbox"/> N/A <input type="checkbox"/> N/A |
| Effective Date of Plan | _____ | _____ | _____ |
| Termination Date of Plan | _____ | _____ | _____ |
| <input type="checkbox"/> N/A | | | |
| Plan Registration Numbers | <input type="checkbox"/> Federal (CRA) _____ | <input type="checkbox"/> Federal (CRA) _____ <input type="checkbox"/> Provincial/OSFI _____ | N/A |

5. VARIABLE TERMS OF THE DPSP

1. Eligible Employees:

a) Class(es) of employees to be included*

- All Salaried
 Hourly Executive
 Other _____

*Connected persons are not eligible to participate in the DPSP

b) Employees hired prior to the effective date are eligible to join the Plan immediately, provided they have completed _____ of continuous service. Please insert "n/a" if no waiting period.

c) Employees not eligible on the effective date under (b) and the employees hired on or after the effective date are eligible to join the Plan on the first day of the month (coincident with or next) following the completion of _____ of continuous service. Please insert "n/a" if no waiting period.

2. Contributions will be made:

- i) By reference to profits (only current year's profits can be used); or;
 ii) Out of profits (if there are no profits in current year retained earnings can be used).

For the purposes of determining the amount of contributions to be made in respect of each Member, the Plan Sponsor may designate any corporation with which it does not deal at arm's length, if it wishes to use those corporation's profits (in addition to its own) for the purposes of calculating the Plan Sponsor's contributions to the Plan. Actual contributions must be paid by the Plan Sponsor.

Select one:

- Option A: The amount of contributions to the Plan will be calculated by reference to the Plan Sponsor's profits alone.
 Option B: The amount of contributions to the Plan will be calculated by reference to the Plan Sponsor's profits and the following corporation(s) (with which the Plan Sponsor does not deal at arm's length):

Name of Corporation(s): _____

3. Contribution Options:

Select one:

- Option A: (Complete % and \$ amounts)
of an amount equal to the lesser of _____ percent (____%) of the Member's compensation received from the Plan Sponsor for the year and _____ dollars (\$ _____). Subject to the contribution restrictions set out under subparagraph 147 (5.1) (a) of the Income Tax Act, the Plan Sponsor may, in its sole discretion, contribute additional amounts in respect of a Member.
- Option B: (Complete % amount)
of an amount equal to _____ percent (____%) of the Member's compensation received from the Plan Sponsor for the year. Subject to the contribution restrictions set out under subparagraph 147 (5.1) (a) of the Income Tax Act, the Plan Sponsor may contribute in its sole discretion, additional amounts in respect of a Member.
- Option C:
of an amount determined in accordance with the Plan Sponsor's policy consistently applied.
[Note: If Option C is selected, please attach details of the Plan Sponsor's policy to ensure that this policy is included in the information provided to Members of the Plan.]

How often will the contributions be remitted to B2BBDS?

- Weekly Bi-Weekly
 Monthly Other _____

4. Withdrawals:

Does the Plan Sponsor wish to allow Members to withdraw vested amounts from the Plan? YES NO

If yes, would you like a minimum of \$500 to be left in the account?

- YES NO

5. Vesting Options:

Select one:

- Option A: Any amount allocated to a Member will vest irrevocably to the Member on the later of:
- the time of the allocation; or
 - the earlier of
 - the day on which the Member completes a period of _____ (max. 24 months) consecutive months as a Member and such period will include the period during which the Member was a Member under another deferred profit sharing plan for which the Plan can reasonably be considered to have been substituted;
 - the day the Member ceases to be an employee of the Plan Sponsor due to the inability of the Member to perform his or her usual duties of employment with the Plan Sponsor by reason of physical or mental impairment which, in the opinion of a physician selected by the Plan Sponsor, can be expected to reduce the life expectancy of the Member or to be of long-continued or indefinite duration which prevents the Member from engaging in uninterrupted employment with the Plan Sponsor.
 - the day the Member ceases to be an employee of the Plan Sponsor due to retirement at age 65 or an earlier age which is consistent with the Plan Sponsor's policy;
 - the death of the Member; or
 - the termination of the Plan.
- Option B: Any amount allocated to a Member will vest irrevocably to the Member on the later of:
- the time of the allocation; or
 - the earlier of
 - the day on which the Member completes a period of _____ (max. 24 months) consecutive months of employment with the Plan Sponsor and such period will include the period during which the Member was an employee of a corporation designated by the Plan Sponsor with which the Plan Sponsor does not deal at arm's length;
 - the day the Member ceases to be an employee of the Plan Sponsor due to the inability of the Member to perform his or her usual duties of employment with the Plan Sponsor by reason of physical or mental impairment which, in the opinion of a physician selected by the Plan Sponsor, can be expected to reduce the life expectancy of the Member or to be of long-continued or indefinite duration which prevents the Member from engaging in uninterrupted employment with the Plan Sponsor.
 - the day the Member ceases to be an employee of the Plan Sponsor due to retirement at age 65 or an earlier age which is consistent with the Plan Sponsor's policy;
 - the death of the Member; or
 - the termination of the Plan.
- Option C: Any amount allocated to a Member will vest irrevocably to the Member at the time of allocation.

Forfeiture Amounts:

Forfeited amounts arising upon termination of employment of a Member will be credited to the Plan Sponsor's forfeiture account to be applied in part or full payment of future Plan Sponsor contributions due and/or expenses of the Plan. Forfeitures withdrawn from the Plan and returned to the Plan Sponsor are subject to withholding taxes at the income tax rates applicable to lump-sum payments from a registered plan.

6. AGREEMENT & SIGNATURE

The Plan Sponsor:

- i) Agrees to provide the B2BBDS Dealers (acting as agent for B2B Trustco) with the data needed to establish and maintain a Member's record of participation and benefit entitlement under the Deferred Profit Sharing Plan for the employees of _____;
- ii) Understands and agrees that the terms and conditions of the Trust Agreement and the Deferred Profit Sharing Plan for the employees of _____ will govern the determination and payments of the benefits. Further, the Plan Sponsor requests that the Deferred Profit Sharing Plan for the employees of _____ contain the provisions cited on this application;
- iii) Requests that B2B Trustco provide the services cited in the Trust Agreement and the Plan Sponsor agrees to pay the B2BBDS Dealers (acting as agent for B2B Trustco) the fees for such services as they become due. Please see Administrative Fees below;

| | |
|---|---|
| One-time set-up fee: (please attach a cheque payable to the B2BBDS Dealers) | \$250.00 ² |
| The following fee will apply in the event of Plan wind-up: | \$10 per Member (minimum \$500) ² |
| | <small>*fee is waived if Plan meets criteria outlined in "Administrative Fees" below.</small> |
- iv) Understands and agrees that no transaction requests will be accepted for any Member until the Deferred Profit Sharing Plan has been established and the B2BBDS Dealers have received a Member Account Application in good order together with the monies being invested for the Member. Under all circumstances transactions will receive the unit price established subsequent to receipt of monies and investment instructions in good order as provided in the simplified prospectus.
- v) If a Group RRSP is being established the Plan Sponsor agrees to the attached Group RRSP Terms; and
- vi) If it wishes to use the Web Remittance System for Deferred Profit Sharing Plan contributions for a Plan established as a Deferred Profit Sharing Plan ONLY, when such service is made available by the B2BBDS Dealers, the Plan Sponsor may only do so if it executes the Web Remittance System Service Agreement attached as Schedule "A" to the attached Group RRSP 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) |
|---|------|-------|-------------------|

For Financial Advisor / Dealer Use Only

| | |
|-------------|------------------------|
| Dealer Name | Financial Advisor Name |
|-------------|------------------------|

| | |
|---------------------------------|-----------------------------|
| Dealer / Financial Advisor Code | Financial Advisor Signature |
|---------------------------------|-----------------------------|

Administrative Fees

| Plan Type | Set Up | Transfers / Withdrawals |
|---|--------------------|---|
| DPSP New plans, no assets or existing plans with under \$10,000 ² average assets per Member and under \$250,000 ² total assets | \$250 ² | Transfer/withdrawal fees apply as outlined in GROUP PARTNERS Fee Schedule. Fees/asset minimums are subject to change |
| DPSP Existing plans with over \$10,000 ² average assets per Member (Minimum: \$250,000 ² total assets) | waived | Transfer/withdrawal fees apply as outlined in GROUP PARTNERS Fee Schedule. Fees/asset minimums are subject to change |

² Fees/asset minimums are subject to change.

GROUP RRSP TERMS

The Plan Sponsor wishes to establish a Group RRSP to be provided by each of the B2B Bank Dealer Services ("B2BBDS") Dealers on the terms and conditions set out herein.

Article 1 – Services

1.1. B2BBDS Services

Each of the B2BBDS Dealers will establish a Registered Retirement Savings plan (a "Group Plan") for each 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 will receive contributions to the Group Plan 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 with the information and data necessary for the B2BBDS Dealers to provide the Services.
- (b) The Plan Sponsor shall ensure that all information regarding Plan Members that is provided to the B2BBDS Dealers is complete and correct. The B2BBDS Dealers 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 other 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.
- (d) To the extent, if any, that information transmitted by the Plan Sponsor to the B2BBDS Dealers constitutes personal information for the purposes of Privacy Legislation, the Plan Sponsor shall ensure that all consents required by Privacy Legislation for the disclosure of such information to the B2BBDS Dealers are obtained and shall inform B2BBDS that such information constitutes personal information.
- (e) When made available by the B2BBDS Dealers and, if the Plan Sponsor wishes to use the Web Remittance System Service for Group Plan remittances, the Plan Sponsor may 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 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 from time to time, will be collected by the B2BBDS Dealers from Plan Members' accounts with the B2BBDS Dealers unless otherwise agreed in writing between the B2BBDS Dealers 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 shall be liable to the Plan Sponsor only for Recoverable Damages caused to the Plan Sponsor by that B2BBDS Dealer's breach of this Agreement, negligence or wilful misconduct. Each B2BBDS Dealer 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 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 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 in that calendar year.
- (d) Each B2BBDS Dealer's liability for fraud or for loss of remittances received by that B2BBDS Dealer 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 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 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 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 Dealer.
- (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 the B2BBDS Dealers may delegate all or any part of the Services), the B2BBDS Dealers make no representation or warranty as to the adequacy, accuracy or quality of the Services to the extent of such reliance.

Article 4 – Indemnity

4.1. Indemnity by the Plan Sponsor

The Plan Sponsor shall indemnify and save harmless each B2BBDS Dealer, 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 own negligence or wilful misconduct.

Article 5 – Successor and Assigns

5.1. This agreement shall be binding upon and ensure to the benefit of the parties hereto and their successors and permitted assigns. Each of the B2BBDS Dealers 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.

SCHEDULE "A" 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 Combination Group RRSP and DPSP plans and/or the DPSP only plan (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 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.

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.

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 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 is in no way responsible for such unauthorized use or errors.

The B2BBDS Dealers 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 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 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 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 (a "Failed PAD") the Plan Sponsor will be liable to the B2BBDS Dealers 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 as a condition to honouring a PAD issued or caused to be issued by the B2BBDS Dealers 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 ten (10) days to the B2BBDS Dealers. Revocation of this Web Remittance Agreement does not terminate any contract for services that exists between the Plan Sponsor and the B2BBDS Dealers as it applies only to the method of remitting contributions to the Group Plan(s) 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.

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) |
|--|---------------|----------------|----------------------------|