



Account Application Addendum To Establish a Fee for Service Arrangement

A separate Addendum is required for each account

Client Name: _____ Account Number (for existing account): _____

Advisor Name: _____ ("Advisor") Dealer Number: _____ Advisor Number: _____

Dealer Name: _____ ("Dealer")

In addition to the terms of the Account Agreement and the Declaration of Trust (for registered accounts) associated with this Account, I acknowledge I have agreed to pay B2B Bank Dealer Services ("B2BBDS") a fee (the "Negotiated B2BBDS Fee"), noted below, plus applicable taxes for this Account, to be charged and collected monthly by the account administrator (B2B Bank Financial Services Inc., or B2B Bank Intermediary Services Inc., or B2B Bank Securities Services Inc. {Member – Canadian Investor Protection Fund} as the case may be, which the Account Number identified with is related to, hereafter referred to as "B2BBDS") and a portion of which is to be paid to my Dealer, who in turn may compensate my Advisor.

Negotiated B2BBDS Fee: _____ % per annum. The Negotiated B2BBDS Fee is calculated on the total market value of fee-based mutual funds and segregated funds, and exchange-traded funds held in my account.

I direct B2BBDS to charge and collect the Negotiated B2BBDS Fee monthly through the method selected below. Such method applies only to this Account's Negotiated B2BBDS Fee. It overrides any method selected on the Account application, and is applicable until I direct otherwise in writing. I agree that B2BBDS will not pre-notify me of the amount to be charged, or the date on which the charge will occur.

I acknowledge that I have read and agree to be bound by the Pre-Authorized Debit (PAD) Terms and Conditions on page 2 of this document.

Assets in my Account My chequing account at _____ (VOID cheque required)
Name of financial institution ("FI")

Also refer to points 12 and 13 listed below and the PAD Terms and Conditions on page 2 of this document.

I also acknowledge and agree that:

1. 1/12th of the my Negotiated B2BBDS Fee is to be calculated on the total market value of all my Account's settled fee-based mutual fund, segregated fund, and exchange traded fund assets as at each month end. The Negotiated B2BBDS Fee is charged and collected by B2BBDS on or about the first day of each month following.
2. A percentage of the Negotiated B2BBDS Fee collected monthly by B2BBDS is retained by B2BBDS for administering this Account as a carrying dealer/broker, subject to a minimum of \$12.50 and a maximum \$16.67 taken monthly (up to \$200.00 annually), plus applicable taxes, and the balance, plus applicable taxes is paid to my Dealer as compensation for services provided by my Dealer and/or Advisor with respect to this account.
3. My Negotiated B2BBDS Fee will continue in force until B2BBDS is notified otherwise in writing by either me, (for increases), or my Advisor and/or Dealer, (for decreases).
4. My Negotiated B2BBDS Fee will be prorated in the first month this Addendum is in effect for my Account. The monthly minimum of \$12.50 as described above will not apply to the Negotiated B2BBDS Fee in the first month this Addendum is in effect.
5. My Advisor and/or Dealer may already be compensated on assets held in my Account, for example, through sales and trail commissions related to my investment in mutual fund securities. It is my responsibility to be aware of such other compensation and to take it into consideration in agreeing to the Negotiated B2BBDS Fee. B2BBDS shall not be responsible for any loss I may suffer as a result of any act done by it, in reasonably relying on my authority, including in establishing the Negotiated B2BBDS Fee, or the authority of my Advisor and/or Dealer. B2BBDS is not responsible for any services provided to me by my Dealer and/or Advisor with respect to this Account.
6. Fee-based mutual funds and segregated funds, and exchange-traded funds used in the calculation of the Negotiated B2BBDS Fee is based on the records of B2BBDS at the time of the calculation each month and potentially may not include all fee-based mutual funds and segregated funds, and exchange-traded funds held in the account. This may occur for various reasons such as when a mutual fund has been recently launched or the mutual fund has proceeded through a reorganization reclassifying the mutual fund as a fee-based mutual fund. B2BBDS will update our records on a best efforts basis but is not responsible for any missed amounts/ payments to my Dealer and/or Advisor for Negotiation B2BBDS Fees that have already been calculated.
7. This Account is not subject to the annual account fee or related fee

- discounts noted on the applicable B2BBDS Fee Schedule, but this Account is subject to other fees. Please refer to the Fee Schedule for Fee for Service accounts for full details on other fees applicable to this Account. The annual account fee will apply based on the applicable fee schedule if the Fee for Service arrangement is no longer applicable. Assets held in, and loans associated with this Account will not be considered when calculating potential fee waivers to be granted on any other accounts I hold with B2BBDS that are subject to the annual account fee. If this is an existing account subject to an annual account fee, I am responsible to pay any outstanding annual account fees associated to my Account.
8. B2BBDS will collect my Negotiated B2BBDS Fee from my account if I have selected the "Assets in my Account" option above, or if B2BBDS was unable to collect my Negotiated B2BBDS Fee from my chequing account. The fee will be collected based on the investments held in my account. B2BBDS has established a hierarchy of investments for collecting fees. The hierarchy is as follows where the B2BBDS Negotiated Fee will be collected from the named investment in ascending order:
 - (i) Cash
 - (ii) Money Maximizer
 - (iii) B2B Bank High Interest Investment Account
 - (iv) Front-end money market funds/t-bill funds
 - (v) Other front-end mutual funds
 - (vi) Deferred sales charge money market funds/t-bill funds
 - (vii) Other deferred sales charge mutual funds
 - (viii) Front-end money market funds/t-bill funds (non-electronic)
 - (ix) Other front-end mutual funds (non-electronic)
 - (x) Deferred sales charge money market funds/t-bill funds (non-electronic)
 - (xi) Other deferred sales charge mutual funds (non-electronic)
 - (xii) Front-end asset allocation mutual funds/dollar cost averaging mutual funds
 - (xiii) Front-end capped funds
 - (xiv) Deferred sales charge asset allocation funds/dollar cost averaging mutual funds
 - (xv) Deferred sales charge capped funds
 - (xvi) Hedge funds, limited partnerships and note structured mutual funds/other mutual funds not easily redeemable
 - (xvii) Labour sponsored mutual funds
 - (xviii) Other mutual fund investments including exchange-traded funds

The hierarchy does not differentiate between fee-based mutual/segregated funds and non-fee-based mutual/segregated funds.

9. B2BBDS may, from time to time, amend the terms of this Account

Application Addendum ("Addendum") by providing me with at least 60 days written notice.

10. This Addendum continues to apply until B2BBDS receives written notification from me terminating the Addendum.
11. Fees are subject to applicable taxes.
12. Throughout this Addendum, "I", "me", "my" refers to the client, and in the case of joint accounts are to be read as "we", "us", and "our".

When 'My chequing account' is the payment method selected, the additional acknowledgements below are provided for the benefit of my FI, as well as B2BBDS, and are provided in consideration of my FI agreeing to process the applicable charges against my chequing account.

13. If B2BBDS cannot collect my Negotiated B2BBDS Fee from my chequing account, I authorize B2BBDS to change my payment method to, and collect unpaid amounts from, 'Assets in my Account'.
14. My FI is not required to verify that the charge to my chequing account was issued in accordance with this Addendum, or that the purpose of the payment for which the charge was issued has been fulfilled by B2BBDS, as a condition for my FI to honour the charge to my chequing account.

Client Signature*: _____ Date (mm/dd/yyyy): _____

Joint Client Signature: _____ Date (mm/dd/yyyy): _____

Advisor Signature: _____ Date (mm/dd/yyyy): _____

* All account applicants must sign in the case of joint accounts and all persons whose signature is required to authorize transactions in the bank account provided must sign.

PRE-AUTHORIZED DEBIT (PAD) TERMS AND CONDITIONS

- a) **By signing this application, you hereby waive any pre-notification requirements as specified by sections 15(a) and (b) of the Canadian Payments Association Rule H1 with respect to pre-authorized debits.**
- b) You authorize B2BBDS to debit the bank account provided for the amount(s) and in the frequencies instructed.
- c) If this is for your own personal investment, your debit will be considered a Personal Pre-authorized Debit (PAD) by Canadian Payments Association definition. If this is for business purposes, it will be considered a Business PAD.
- d) You have certain recourse rights if a debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this pre-authorized debit agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.
- e) You confirm that all persons whose signatures are required to authorize transactions in the bank account have signed this agreement.
- f) You may change these instructions or cancel this plan at any time, provided that B2BBDS receives at least 10 business days notice by telephone or by mail. To obtain a copy of a cancellation form or for more information regarding your right to cancel a pre-authorized debit agreement, please consult your financial institution or visit the Canadian Payments Association website at www.cdnpay.ca.
- g) You authorize B2BBDS to accept changes to this agreement from your registered dealer or your financial advisor in accordance with the policies of B2BBDS, in accordance with the disclosure and authorization policies of the CPA.
- h) You agree that the information in this application will be shared with the financial institution, insofar as the disclosure of this information is directly related to and necessary for the proper application of the rules applicable for pre-authorized debits.
- i) You acknowledge and agree that you are fully liable for any charges incurred if the debits cannot be made due to insufficient funds or any other reason for which you may be held accountable.
- j) You have requested this application form and all other documents relating hereto be in English. J'ai exigé que ce formulaire et tous les documents y afférant soient rédigés en anglais.

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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 is a trade-mark used under license.

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