



B2B Bank Intermediary Services Inc. Group Account Application

Use this application for:

- **Registered Accounts**
 - **Group RSP**
 - **Spousal Group RSP**

Important notice regarding your privacy

We are committed to protecting your privacy and use the utmost discretion in handling the personal information you entrust us with. Please carefully read the privacy section contained in the application, which describes how we collect, hold, use, and when needed, disclose your personal information when we do business with you.



For internal use
Account Number

B2B Bank Intermediary Services Inc. ("B2BBISI") Group Account Application

Language preference English French

1. Dealer and Advisor Name

Dealer name	Dealer #
Advisor name	Advisor #

2. Employer/Plan Sponsor Information

Employer/Plan Sponsor	Group Number (if existing Group Plan)
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3. Applicant/Annuitant Information - For a spousal RSP, Applicant/Annuitant = Employee's spouse

<input type="checkbox"/> 1-Mr. 2-Mrs. <input type="checkbox"/> 3-Miss 4-Ms. <input type="checkbox"/> 5-Dr. 6-Prof.	Last name	First name	Initials
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Full residential address (not a P.O. box)	Apt.
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City	Province	Postal code
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Country of Residence	Citizenship	Social Insurance Number	Date of birth (mm/dd/yyyy)
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Cell telephone number	Residence telephone number	Business telephone number	# of Dependents
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Email address

Mailing address if different from above	Apt.
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City	Province	Postal code
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Employer name	Years with employer
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Employer address	Apt.
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City	Province	Postal code
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Employer telephone number	Status (examples: employed, unemployed, retired, student, never worked) <small>*If status is either "Retired or Unemployed" please provide your previous Industry/Type of Business and Detailed occupation.</small>
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Industry/Type of Business (examples: entertainment, food service)	Detailed occupation (examples: actor, cook)
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Are you: (i) an officer or director of a reporting issuer or any other issuer whose securities are publicly traded (e.g. an entity whose securities are traded on a stock exchange or an over-the-counter market) (an "Issuer"); or
(ii) an officer or director of a company which is itself an insider or a subsidiary of such Issuer? YES NO

If yes, please list the Issuer(s): _____

Are you designated as a Pro (licensed to sell securities)? YES NO

Do you: (i) beneficially own; or
(ii) have control or direction over; or
(iii) have a combination of beneficial ownership of, and control or direction over, directly or indirectly, securities of an Issuer carrying more than 10% of the voting rights attached to all of the Issuer's outstanding voting securities? YES NO

If yes, please list the Issuer(s): _____

Do you or as part of a group, hold or control an Issuer? YES NO

If yes, please list the Issuer(s): _____

Electronic delivery of client communications (including statements, trade confirmations, and tax documents) is faster, convenient and environmentally conscious. By checking the box below, I wish to obtain my client communications electronically (where applicable). Please send me the enrolment information for eDelivery and Investor Access. I agree to the foregoing.

4. Spousal Plan Contributor Information/Spousal Information - Employee: complete this section if this is a Spousal RSP (Applicant/Annuitant = your spouse)

Is this a spousal RSP (Applicant/Annuitant = your spouse)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Do you have a spouse/common law partner? If yes, complete this section	<input type="checkbox"/> YES <input type="checkbox"/> NO

<input type="checkbox"/> 1-Mr. 2-Mrs. <input type="checkbox"/> 3-Miss 4-Ms. <input type="checkbox"/> 5-Dr. 6-Prof.	Last name	First name	Initials
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Full residential address (not a P.O. box): <input type="checkbox"/> Same as Applicant/Annuitant, or	Apt.
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4. Spousal Plan Contributor Information / Spousal Information (continued)

City	Province	Postal code
Country of Residence		Language preference <input type="checkbox"/> English <input type="checkbox"/> French
Citizenship	Social Insurance Number	Date of birth (mm/dd/yyyy)
Email address		
Employer name		Years with employer
Employer address		Apt.
City	Province	Postal code
Employer telephone number	Status (examples: employed, unemployed, retired, student, never worked) <small>*If status is either "Retired or Unemployed" please provide your previous Industry/Type of Business and Detailed occupation.</small>	
Industry/Type of Business (examples: entertainment, food service)		Detailed occupation (examples: actor, cook)
<p>Are you: (i) an officer or director of a reporting issuer or any other issuer whose securities are publicly traded (e.g. an entity whose securities are traded on a stock exchange or an over-the-counter market) (an "Issuer"); or (ii) an officer or director of a company which is itself an insider or a subsidiary of such Issuer? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If yes, please list the Issuer(s): _____</p> <p>Are you designated as a Pro (licensed to sell securities)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Do you: (i) beneficially own; or (ii) have control or direction over; or (iii) have a combination of beneficial ownership of, and control or direction over, directly or indirectly, securities of an Issuer carrying more than 10% of the voting rights attached to all of the Issuer's outstanding voting securities? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If yes, please list the Issuer(s): _____</p> <p>Do you or as part of a group, hold or control an Issuer? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If yes, please list the Issuer(s): _____</p>		

5. Beneficiary Designation (optional)

In the event of my death I hereby designate the following person as my designated beneficiary entitled to receive my interest in this Account if living at my death. I reserve the right to revoke this designation.

Name	Relationship
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Caution: Any designation made in Section 5 above is subject to the following:

- **The validity of a designation of a beneficiary is subject to the laws of the jurisdiction where you reside, if any, permitting designations to be made otherwise than by way of a will.**
- In the absence of a designated beneficiary, the proceeds of your Account will be paid to your estate.
- Your designation above will not be revoked or changed automatically by any future marriage or divorce. Should you wish to change your designated beneficiary, you will have to do so by means of a new designation.
- Any designation made above shall apply to this Account only. If you have other accounts for which you wish to designate a beneficiary you must complete a separate designation for each of these accounts.

6. Payroll Authorization - Please specify payroll deduction and amount

As the Employee, I hereby authorize and instruct my Employer/Plan Sponsor to: (i) make deductions from my pay at the frequency and in the amount specified below; (ii) exclude these deductions from my pay when calculating the amount of income tax to be deducted at source; and (iii) act as my agent and forward them on my behalf as a contribution to the RSP registered in the name of the Applicant/Annuitant as shown in Section 3.

As the Employee, I hereby authorize and instruct my Employer/Plan Sponsor to act as my agent and forward on my behalf any Employer/Plan Sponsor contributions as a contribution to the RSP registered in the name of the Applicant/Annuitant as shown in Section 3

Select a Frequency of RSP Payroll Deductions

Weekly - 52 deductions per year Monthly - 12 deductions per year

Bi-Weekly - 26 deductions per year Other _____

Employee Contribution Amount \$	Employer/Plan Sponsor Contribution \$	Employee I.D. Number (if applicable)
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X

Signature of Employee (only applicable for spousal accounts)

7. Standing instructions - For each fund selected, please check (✓) desired purchase option and specify allocation

Fund name	Fund number	Purchase Options			Allocation
		Redemption Charge (✓)	Sales charge	Low Load (✓)	
		<input type="checkbox"/>	%	<input type="checkbox"/>	%
		<input type="checkbox"/>	%	<input type="checkbox"/>	%
		<input type="checkbox"/>	%	<input type="checkbox"/>	%
		<input type="checkbox"/>	%	<input type="checkbox"/>	%
		<input type="checkbox"/>	%	<input type="checkbox"/>	%

8. Annual Account Fees

The method chosen below (excluding Invoice the Employer/Plan Sponsor) will apply to all of your annual fee accounts with B2B Bank Intermediary Services Inc. ("B2BBISI") and replaces any previously chosen method.

I request that my annual account fees, until I direct otherwise in writing, be collected from (select one):

- A My chequing account** - Void cheque required. This bank account will be used each year, on or about June 1, for withdrawal of annual account fees, which will vary based on the applicable fee schedule provided. Unpaid fees will be collected from your B2BBISI account(s). Please see the attached Pre-Authorized Debit (PAD) Terms and Conditions for more information on the CPA Rule H1 Requirements that apply to this fee payment option.
- B My individual (not joint or ITF) B2BBISI investment account.** If an individual investment account does not exist, option C will apply.*
- C My B2BBISI registered account(s) including my B2BBISI tax-free savings account, up to the fee applicable per account, then from my B2BBISI investment account(s), if any.***
- D Invoice the Employer/Plan Sponsor** - Unpaid fees will be collected from your B2BBISI account(s).

* If I have selected to collect fees from my account or if I have not selected a method of payment, the fees will be collected based on the investments in my account. B2BBISI has established a hierarchy of investments for collecting fees. For more information on the hierarchy, please see attached Account Agreement.

9. Shareholder Communication Information

I have read and understand the terms under the section "National Instrument 54-101 Explanation To Clients" disclosed on the reverse of this application. I agree that the choices indicated by me apply to all of the securities held in the account.

Part 1 - Receiving Securityholder Materials

Please mark the corresponding box to show what materials you want to receive. Securityholder materials sent to beneficial owners of securities consist of the following materials: (a) proxy-related materials for annual and special meetings; (b) annual reports and financial statements that are not part of -proxy-related materials; and (c) materials sent to securityholders that are not required by corporate or securities law to be sent.

- I WANT** to receive **ALL** securityholder materials sent to beneficial owners of securities.
- I DECLINE** to receive **ALL** securityholder materials sent to beneficial owners of securities. (Even if I decline to receive these types of materials, I understand that reporting issuer or other person or company is entitled to send these materials to me at its expense).
- I WANT** to receive **ONLY** proxy-related materials that are sent in connection with a special meeting.

(Important note: These instructions do not apply to any specific request you give or may have given to a reporting issuer concerning the sending of interim financial statements of the reporting issuer. In addition, in some circumstances, the instructions you give in this client response form will not apply to annual reports or financial statements of an investment fund that are not part of proxy-related materials. An investment fund is also entitled to obtain specific instructions from you on whether you wish to receive its annual report or financial statements, and where you provide specific instructions, the instructions in this form with respect to financial statements will not apply.)

Part 2 - Disclosure of Beneficial Ownership Information

Please mark the corresponding box to show whether you DO NOT OBJECT or OBJECT to us disclosing your name, address, securities holdings and preferred language of communication (English or French) to issuers of securities you hold with us and to other persons or companies in accordance with securities law.

- I DO NOT OBJECT** to you disclosing the information described above.
- I OBJECT** to you disclosing the information described above.

10. Account Information

- a) Does anyone other than you, the Applicant/Annuitant, have any financial interest in this account?
If yes, name the party _____ YES NO
- b) Do you, the Applicant/Annuitant, wish to appoint another person(s) to have full power and authority over your account?
If yes, attach a completed Power of Attorney, which must include the signature of and banking information - as in Section 11 - on the authorized individual YES NO
- c) Do you, the Applicant/Annuitant, control the trading in any other B2BBISI accounts? YES NO
If yes, indicate account numbers: _____
Account # Account #
- d) Do you have any accounts with other brokerage firms? YES NO
Account type(s): _____

11. Banking Information (Required if the annual account fees are paid from a chequing account)

Name of bank account holder(s)		
Bank number 0	Transit number	Account number
Name of Financial Institution		
Address		
City	Province	Postal code

12. Identity Verification*

1. Name (full name as it appears on the identification document)		
Type of ID	ID code	ID number
Issuing Jurisdiction/Entity/Authority	ID place of issue	Issuing country
Date of issue (mm/dd/yyyy)	ID expiry date (mm/dd/yyyy)	ID verification date (mm/dd/yyyy)
2. Name (full name as it appears on the identification document)		
Type of ID	ID code	ID number
Issuing Jurisdiction/Entity/Authority	ID place of issue	Issuing country
Date of issue (mm/dd/yyyy)	ID expiry date (mm/dd/yyyy)	ID verification date (mm/dd/yyyy)

Select ID Code = 1 = Driver's License, 2 = Passport, 3 = Provincial Identity Card, 4 = Citizenship Card (Issued prior to 2012)
5 = Other _____

- *Note: 1. To comply with applicable law, information must be obtained from all individuals authorized to give instructions on the account and certain beneficial owners of the client and their identities must be verified. Please attach the applicable additional forms.
2. Please complete the identity verification for each person with authority over or any financial interest in the account.
3. For additional account holders, attach a separate sheet to record the above banking information and the identity verification information for such persons.

Identification verified through an alternative method:

- Credit File Dual Process Agent, Mandatary or Entity

13. Applicant/Annuitant Signature

Please read the Declaration of Trust, the Account Agreement and the Deposit Terms and Conditions attached to this Application for important Terms and Conditions that apply to your Account and Deposit.

I hereby certify that the information in this application is complete and accurate.

I acknowledge that I have read and agree to be bound by the Account Agreement terms and conditions attached to this application. I undertake to advise my Dealer in writing of any change to the information in this application. I acknowledge that I have read and agree to be bound by the attached Pre-Authorized Debit (PAD) Terms and Conditions.

Privacy Protection – By signing this application form below, I acknowledge reading the Privacy Protection Notice attached to this application and I consent to my personal information being collected, held, used and disclosed (i) by each company with whom I have an account in the ways and for the purposes identified in the Privacy Protection Notice and (ii) by the Introducing Dealer as necessary for the purpose of carrying out the functions described in clause (b) of the Account Agreement attached to this application. If I have provided information concerning any other person, I confirm that I am authorized to provide such information.

To: B2B Bank Intermediary Services Inc. ("B2BBISI") and B2B Bank: If I make a Deposit with B2B Bank, or any of its affiliates (including their successors and assigns), I acknowledge I have read and agree to the attached Deposit Terms and Conditions (capitalized terms are as defined in the attached Deposit Terms and Conditions). I acknowledge that B2B Bank, or any of its affiliates (including their successors and assigns), may pay my Dealer an upfront commission for Term Deposits and a trailing commission for Non-Term Deposits, each based on the value of any such Term Deposit or Non-Term Deposit as described in the attached Deposit Terms and Conditions. For a Cash Deposit held in a tax-deferred account (either registered or non-registered), B2B Bank, or any of its affiliates (including their successors and assigns), may pay B2BBISI a fee no greater than the amount which is the difference in the interest rate between the prime rate of interest (which is variable, subject to fluctuation, and posted on b2bbank.com), and the effective rate of interest (if any) applicable to my Cash Deposit, calculated on the balance of my Cash Deposit on a daily basis. The maximum commissions and fees referenced herein and the Deposit Terms and Conditions may change from time to time with Notice to me.

13. Applicant/Annuitant Signature (continued)

To: **B2B Trustco**, 199 Bay Street, Suite 600 PO Box 279 STN Commerce Court Toronto ON M5L 0A2
Please apply for registration of this Plan under the *Income Tax Act* (Canada) and any applicable provincial or territorial legislation as a B2B Bank Intermediary Services Inc. Registered Retirement Savings Plan. **I certify that the information contained in this application is true and correct and that I have received, read and agree to the terms of the applicable Declaration of Trust and to all amendments that I may receive to these terms in the future.** I agree to provide, on request, proof of age for myself and, if applicable, my spouse and such further information as may be required in connection with the registration and administration of my Account. I understand that benefits paid out under the Account may constitute taxable income under the terms of the *Income Tax Act* (Canada) and/or similar provincial or territorial legislation.

X

Signature of Applicant/Annuitant

Date (mm/dd/yyyy)

Authorized B2B Trustco Signing Officer/Agent Signing Line

14. Dealer/Advisor Information

- a) Do you have a direct or indirect interest in the Account other than an interest in commissions charged? YES NO
If yes, give details in Advisor's Comments
Advisor's Comments: _____
- b) Are you registered in the province in which the Applicant/Annuitant resides? YES NO
- c) Have you personally met the Applicant/Annuitant? YES NO
If yes, when? _____
- d) How long have you known the Applicant/Annuitant _____
- e) How did you come to know the Applicant/Annuitant? Advertising Lead Phone-In Personal Contact Walk In Referral
Referral by: _____
- f) Has a credit check been done? YES NO _____ Date (mm/dd/yyyy)
If yes, what was the result (check one) Acceptable Not Acceptable

X

Signature of Advisor

Date (mm/dd/yyyy)

Initial order:

Buy or Sell

Solicited or Unsolicited

Amount \$ _____

Description _____

X

Branch Manager's Approval

Date (mm/dd/yyyy)

X

Partner's or Director's Acceptance

Date (mm/dd/yyyy)

Account Agreement

Throughout this Account Agreement, the terms "I", "me" and "my" mean the B2B Bank Intermediary Services Inc. (Group) Retirement Savings Account holder. In consideration of B2B Trustco (the "Trustee") and B2B Bank Intermediary Services Inc. ("B2BBISI") accepting this account, I acknowledge and agree that:

- a) I have engaged my Dealer/advisor as my agent. B2BBISI is entitled to accept and act on any notice, authorization or other communication including by electronic transmission and telephone that it believes in good faith to be given by me or on my behalf by an individual or entity acting (or representing that it acts) in connection with this account as my Dealer or my advisor or on behalf of my Dealer or my advisor. B2BBISI is under no obligation to verify that my Dealer or my advisor or any individual or entity acting (or representing that it acts) is properly authorized to act as my agent or is otherwise authorized to act on my behalf.
- b) My Dealer, B2BBISI and the Trustee have different roles and responsibilities. I have read and I understand and accept the roles and responsibilities outlined below:

Role of My Mutual Funds Representative

My mutual funds representative is responsible for working with me to understand and help me achieve my investment objectives by providing me with investment advice.

Role of My Dealer

Canadian securities regulations require that my mutual funds representative work under the authority of a dealer. My Dealer (the Introducing Dealer) and B2BBISI have entered into an Introducing/Carrying Dealer Arrangement. **My Dealer is responsible for the opening and approval of new accounts and for supervising my mutual funds representative including ensuring that investments and trading activity in my account are suitable for me.**

Role of B2BBISI

B2BBISI, as the Carrying Dealer on this account, is responsible for trade execution and for settling trades (both of which my Dealer may do in certain circumstances) and custody of my cash and my securities. B2BBISI is also responsible for issuing account statements and trade confirmations and for most tax reporting. Nevertheless, for mutual fund transactions, B2BBISI relies on the manager of the mutual fund to issue trade confirmations.

B2BBISI does not give investment advice, does not determine the suitability of my investments and is not responsible for and does not supervise any investment advice given to me by my mutual funds representative or my Dealer. Also, B2BBISI is under no duty to evaluate the appropriateness, accuracy or quality of any instructions received from me, my mutual funds representative, my Dealer or my employer for group accounts.

B2BBISI may pay a portion of its fees to my Dealer and my Dealer may pay a portion of its fees to B2BBISI. Fees for carrying dealer services and for the trustee services B2BBISI arranges to be provided by the Trustee are paid by me in accordance with the B2BBISI Fee Schedule and/or are paid by my Dealer.

Role of the Trustee

The Trustee is the trustee of your registered plans. The Declaration of Trust included in the registered plan application form and in the account opening mailing is the contract governing any registered plans. The Trustee has appointed B2B Bank Financial Services Inc. as its agent, and may appoint other agents, to provide services to my registered plans in compliance with the Declaration of Trust.

- c) The Trustee and/or B2BBISI have the right to reject any of my instructions, or to sell any securities in this account for legal, regulatory or eligibility reasons.
- d) I am responsible for all commissions payable in respect of all trades in this account.
- e) **My fixed income trades are valid until the end of the day, unless otherwise specified. I acknowledge that I am responsible for all trades placed by me, my Dealer or my advisor and I must pay for the trade at the time the trade is placed.**
- f) B2BBISI will provide me with the applicable Account Fee Schedule upon their opening of this account. I will have up to 30 days from the date of account opening by B2BBISI to close this account without being charged the applicable fees as outlined in the Account Fee Schedule. For its annual fee, B2BBISI provides various account administration services, including custody of securities, maintenance of accounting records, collecting and remitting income, and issuing statements.
- g) I will pay the Trustee and/or B2BBISI any amounts owing to them and any fees as outlined in the Account Fee Schedule. In addition, the Trustee and/or B2BBISI can sell securities in this account or otherwise deduct from this account any amounts owing to them.
- h) B2BBISI may collect the annual and/or negotiated fee from the investments in my account. The fees will be collected based on the investments held in my account. B2BBISI has established a hierarchy of investments for collecting fees. The hierarchy is as follows where the 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

Account Agreement (continued)

- (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
 - (xix) Other investments
- i) I will deliver any securities that I sell to B2BBSI promptly if not held by B2BBSI. If I do not, B2BBSI may purchase the security at my expense.
- j) I will notify B2BBSI in writing about any errors or omissions within the time limits specified on confirmations, statements or other notices.
- k) Each of B2BBSI and my Dealer have the right and I hereby authorize each of them to conduct a credit check or obtain a credit report or credit file with respect to me and my business, if applicable, for the purposes of providing services to me and to verify my identity. Each of B2BBSI and my Dealer also have the right to use banking information, including without limitation information with respect to any deposit account I may have, in connection with the provision of services to me.
- l) I will advise B2BBSI of any changes to this account in writing.
- m) I acknowledge that any update to my personal information will apply to all accounts in my client record.
- n) B2BBSI may, from time to time, amend the terms of this Account Agreement, including introducing a new fee or amending the fees outlined in the Account Fee Schedule after giving me no less than 60 days notice of the new or amended fees.
- o) All transactions in this account are subject to the rules and regulations of the securities industry, as applicable, and the laws of the Province of Ontario. If I am a resident of the Province of Quebec, B2BBSI agrees to submit to the laws applicable in Quebec and to Quebec courts in the event of litigation between me and B2BBSI.
- p) B2BBSI will act as principal in fixed income transactions. For trades in fixed income securities, for example, Canadian issued bonds, the purchase price includes a mark-up and the sale price includes a mark-down.

- For purchases, this mark-up will reduce the yield that I receive. For sells, this mark-down will reduce the sale proceeds that I receive.
- This mark-up or mark-down represents compensation to B2BBSI and/or my Dealer for providing me with access to Canadian fixed income markets. The mark-up or mark-down may be negotiable with my Dealer. B2BBSI has established maximum mark-ups and mark-downs. The maximum is calculated as a percentage of the par value and will vary depending on the term to maturity and the issuer of the debt security.
- q) B2BBSI will act as principal in currency conversions. The currency of the account(s) shall be as selected by me on the application for this account provided if I fail to make a selection or no selection option is available on the application, the currency of this account shall be Canadian dollars. Currency conversions will occur on trade date for any security that is denominated in a currency other than the currency of this account. Currency conversions will also occur on deposits to this account and will include any conversions required as a result of income or interest derived from securities denominated in a currency other than the currency of this account. Currency conversions will take place at rates determined by B2BBSI, or others engaged by B2BBSI, and each may earn revenue, in addition to applicable commissions, based on the difference between the bid/ask rates for the currency and B2BBSI's, or others engaged by B2BBSI, cost of the currency. Where a transaction with a mutual fund involves a currency conversion, the mutual fund company may charge me for the conversion.
- r) I acknowledge and agree that no transactions, other than the initial deposit, may be carried out in this account until the identification of the persons authorized to give instructions in respect of this account has been completed by my Dealer.
- s) If the language preference selected in the application is English, the parties hereby acknowledge that they have expressly required this Account Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. Si la préférence linguistique choisie dans la demande est l'anglais, les parties reconnaissent avoir expressément demandé que la présente convention de compte ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.

July 20, 2020

Retirement Savings Plan Declaration of Trust

B2B Trustco (the "Trustee") is a trust company incorporated under the laws of Canada with its head office located at 199 Bay Street, Suite 600 PO Box 279 STN Commerce Court Toronto, ON M5L 0A2. You are the applicant/annuitant as defined in the *Income Tax Act*, named in the B2B Bank Intermediary Services Inc. Account Application ("your Application"). If you have selected an RSP, LRSP, LIRA or RLSP as a type of account on your Application, the Trustee will act as the trustee of a B2B Bank Intermediary Services Inc. Retirement Savings Plan ("your Plan") for you on the following terms and conditions.

1. **Acceptance and Registration:** If the Trustee agrees to act as trustee of your Plan, it will apply to register your Plan under the *Income Tax Act* (Canada) (the "Tax Act") as a registered retirement savings plan ("RRSP"). You will be bound by the terms and conditions imposed on your Plan by all applicable legislation. If the Trustee declines to act as trustee, you or a Dealer (as defined below) will be notified and any amounts received by the Trustee as contributions will be returned.
2. **Purpose:** The Trustee will hold contributions accepted by it for your Plan, investments made with those amounts and any income and capital gains realized in respect of those investments in trust for the purpose of providing you with a retirement income in accordance with the Tax Act.
3. **Dealer:** In this declaration, a "Dealer" refers to an individual or entity acting (or representing that it acts) in connection with your Plan as your investment advisor, broker or dealer, or on behalf of your investment advisor, broker or dealer. You acknowledge that a Dealer is your agent and when acting (or representing that it acts) as a Dealer is not the agent of the Trustee or any of its affiliates. The Trustee is entitled to accept and act on any notice, authorization or other communication that it believes in good faith to be given by you or a Dealer on your behalf. The Trustee is under no obligation to verify that a Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.
4. **Your Responsibility:** You are responsible for:
 - (a) selecting investments for your Plan and assessing the merits of those investments, obtaining appropriate advice in respect of these matters or authorizing a Dealer to do these things on your behalf;
 - (b) ensuring that contributions to your Plan do not exceed the maximum contribution limits permitted by the Tax Act;
 - (c) ensuring that the investments held in your Plan are at all times qualified investments for your Plan under the Tax Act and immediately notifying the Trustee if an investment held in your Plan is or becomes a non-qualified investment for your Plan under the Tax Act;
 - (d) providing information to the Trustee relevant to whether an investment held is a non-qualified investment under the Tax Act;
 - (e) providing the Trustee, upon request, with the current fair market value of any investment held in your Plan for which there is no published market price.
You acknowledge and accept responsibility for these matters and undertake to act in the best interest of your Plan. You confirm that the Trustee is not responsible for your failure to comply with any of these matters or for any related loss in the value of your Plan. You confirm that the Trustee is not responsible for any related taxes, interest or penalties imposed on you or your Plan, except for those taxes, interest and penalties, if any, imposed on the Trustee by the Tax Act that are not reimbursable to the Trustee from your Plan under the Tax Act. You acknowledge that a Dealer or any other person from whom you obtain investment, tax or other advice is your agent and when acting (or representing that it acts) as a Dealer or your advisor is not an agent of the Trustee or the agent of any of the Trustee's affiliates. You will take all necessary measures to immediately liquidate any non-qualified investment under the Tax Act, and in the alternative, hereby authorize the Trustee to liquidate, or to give instructions to any other party to liquidate, any non-qualified investments under the Tax Act, but in no event shall the Trustee be obligated to liquidate or to give instructions to liquidate except as specifically authorized by you in writing.
5. **Trustee's Responsibility:** The Trustee is ultimately responsible for the administration of your Plan. The Trustee is not authorized to select investments for your Plan and will not assess the merits of any investment selected by you or a Dealer. The Trustee is not responsible for providing any investment, tax or other advice to you or a Dealer; nor is it responsible for any advice that you obtain from a Dealer or any other source. Except for those taxes, interest and penalties imposed on the Trustee by the Tax Act that are not reimbursable to the Trustee from your Plan under the Tax Act, if any, and notwithstanding any other provision of this declaration, the Trustee shall not be liable for any taxes, interest and penalties suffered as a result of any act done by it in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. Notwithstanding any other provision of this declaration, the Trustee shall not be liable for any loss suffered as a result of any act done by it in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. The Trustee is under no obligation to verify that any person is properly authorized to act as your Dealer, agent or legal representative or is otherwise authorized to act on your behalf.

6. **Contributions to your Plan:** You or, where applicable, your spouse may make contributions to your Plan. The Trustee will also accept contributions by way of a transfer to your Plan from any source permitted by the Tax Act from time to time. The Trustee may accept or for any reason refuse to accept all or any portion of a contribution or transfer of cash, securities or other investments to your Plan. No contribution or transfer will be accepted after December 31 of the year in which you reach the maximum age for maturity specified by the Tax Act.

7. Investments:

- (a) The Trustee may accept and act on any investment instructions that it believes in good faith to be given by you or a Dealer on your behalf.
 - (b) The assets of your Plan will be invested and reinvested from time to time according to your investment instructions or those of a Dealer unless the proposed investment does not comply with policies and requirements imposed by the Trustee from time to time.
 - (c) The Trustee is not authorized to select investments for your Plan and will not assess the merits of the investments selected by you or a Dealer.
 - (d) In selecting investments for your Plan, you will not be limited to those investments authorized by legislation governing the investment of property held in trust. However, you may be limited by policies and requirements imposed by us from time to time, such as the requirement to provide documentation and the requirement to comply with those policies and procedures currently imposed in connection with securities held in your Plan and the requirement to provide information concerning whether an investment held is a non-qualified investment under the Tax Act.
 - (e) Notwithstanding any other provision in this declaration, the Trustee may for any reason refuse to act on any investment instruction, in which case you or a Dealer will be notified, and the Trustee will not be liable for any resulting loss.
 - (f) Unless the Trustee refuses to act on your investment instructions, it will execute any purchase or sale of an investment after receiving your investment instructions together with all other properly completed documentation requested by the Trustee, at the market or sale price in effect on the day the transaction is executed. Any loss or gain resulting from errors made by the Trustee, its officers, employees or agents in the execution of investment instructions for your Plan will be for the Trustee's account.
 - (g) The Trustee is authorized to make any financial arrangements that are required, necessary or appropriate to enable it to settle trades for your Plan according to your investment instructions or those of a Dealer.
 - (h) In the absence of satisfactory investment instructions, cash received by the Trustee in connection with your Plan will be converted into the currency denomination of your Plan and will be invested in an interest-bearing cash deposit as part of the Trustee's guaranteed funds. The Trustee will credit your Plan with interest, as calculated by the Trustee, at the rate published by it from time to time for such deposits. Any interest in excess of the published rate will be for the Trustee's account and the Trustee may pay a portion of this excess to any agent that it appoints to provide services in connection with your Plan. Interest will not be paid to your Plan unless interest earned on such deposits is more than the specified minimums published by the Trustee or B2B Bank Intermediary Services Inc. (the "Administrator") from time to time.
 - (i) If it is necessary for cash or other assets held in your Plan to be converted to another currency, the Trustee, its affiliate, its agent or a person engaged by the Trustee may act as principal on its own behalf and not on your behalf to convert the currency at the rate established by it for the relevant conversion date. In addition to commissions that may be charged for this service, any revenue earned by the Trustee or other service provider based on the difference between the applicable bid/ask rates and its cost of currency will be for the account of the Trustee or other service provider.
8. **Withdrawals and Refunds:** Following receipt of satisfactory instructions from you or a Dealer, the Trustee will make a payment from your Plan to: (a) you or your spouse, as applicable, to reduce taxes otherwise payable under Part X.1 of the Tax Act in respect of over-contributions to RRSPs or under part XI.01 of the Tax Act; or (b) you. If the value of your Plan is less than \$500 or substantially all of the assets in your Plan are illiquid (as determined by the Trustee), the Trustee may make a payment to you from your Plan equal to the value of your Plan or transfer the illiquid assets to you from your Plan. The Trustee may transfer or realize any investment of your Plan selected by it for the purpose of making a payment to you or your spouse and will not be liable for any resulting loss. Payments will be made net of all proper charges including tax required to be withheld. If your Plan does not have sufficient cash to pay these charges, the Trustee will be entitled to require you to pay these charges.
 9. **Transfers from your Plan:** Following receipt of satisfactory instructions from you or a Dealer, the Trustee will transfer all or part of the assets of your Plan (less all proper charges) to the issuer or agent of the issuer of an RRSP or a registered retirement income fund ("RRIF"), as instructed. If the Trustee receives instructions to transfer some of the assets of your Plan, it may request instructions to transfer all the assets of your Plan

Retirement Savings Plan Declaration of Trust (continued)

- and may delay the transfer until after it receives the requested instructions. If the Trustee has not received the requested instructions within 30 days of its request or if the issuer of the recipient plan refuses to accept the transfer of any assets of your Plan, the assets that have not been transferred may, at the option of the Trustee, be transferred or paid to you (less taxes required to be withheld and any other proper charges). The Trustee will make an effort to provide the issuer of any recipient plan with all relevant information in its possession. The Trustee will make an effort to sell or transfer specific investments of your Plan to effect the transfer as instructed. In the absence of satisfactory instructions, the Trustee may sell or transfer any investments of your Plan selected by it to effect the transfer and will not be liable for any resulting loss. The transfer of assets will be made subject to any restrictions under the Tax Act or the terms and conditions of the investments of your Plan.
10. **Maturity:** On or before December 31 of the year in which you reach the maximum age for maturity specified by the Tax Act, the assets of your Plan must be transferred to a RRIF or liquidated and the proceeds (less all proper charges) used to acquire an annuity that conforms to the Tax Act. If you or a Dealer do not provide the Trustee with satisfactory instructions by September 30 of that year, you will be deemed to have instructed the Trustee to transfer the assets of your Plan on or before December 31 of that year to a RRIF. The Trustee will act as your attorney to execute documents and make elections necessary to establish the RRIF. However, if the issuer of the RRIF does not accept the transfer, the assets of your Plan will be paid or transferred to you (less taxes required to be withheld and any other proper charges).
 11. **Annuity:** An annuity purchased with the assets of your Plan must conform to the requirements of the Tax Act which, among other things, requires the annuity to provide equal annual or more frequent periodic payments to you, or to you until your death and then to your spouse, until there is a payment in full or partial commutation of the annuity and where the commutation is partial, equal annual or more frequent periodic payments afterwards except for adjustments permitted by the Tax Act. Payments may not exceed a term of years equal to 90 minus either your age (in whole years) or, if your spouse is younger than you, your spouse's age (in whole years) at the time the annuity is established. Payments to your spouse in any year after your death may not be greater than payments made in a year before your death. If the annuity becomes payable to a person other than you or your spouse, the value of payments must be commuted.
 12. **Beneficiary Designation:** If you are domiciled in a jurisdiction which by law permits you to validly designate a beneficiary other than by Will, you may designate a beneficiary to receive the proceeds of your Plan in the event of your death before the maturity of your Plan. You may make, change or revoke your designation by written notice to the Trustee signed by you in a form acceptable to the Trustee. Any designation, amended designation or revoked designation will be valid on the day following its receipt by the Trustee.
 13. **Death:** Upon receipt of satisfactory evidence of your death, the Trustee will hold the assets of your Plan for payment in a lump sum to your designated beneficiary if that person was living on the date of your death. If you have not designated a beneficiary or if your designated beneficiary predeceases you, the assets of your Plan will be paid to your legal representatives. The lump sum payment will be paid subject to the deduction of all proper charges after the Trustee receives all releases and other documents that it requests.
 14. **Prohibition:** Except as specifically permitted under the Tax Act, no advantage that is conditional in any way on the existence of your Plan may be extended to you or a person with whom you do not deal at arm's length. You may not engage in any transaction, investment, payment or transfer which is or may be an advantage, an RRSP strip or a swap transaction under Part XI.01 of the Tax Act. Retirement income under your Plan may not be assigned in whole or in part. The assets of your Plan may not be used as security for a loan except as permitted by the Trustee. The Trustee will not make any payments from your Plan except those specifically permitted under the provisions of this declaration or the Tax Act or required by law. The Trustee reserves the right to prohibit any transaction, investment, payment or transfer, whether an advantage, an RRSP strip or a swap transaction under the Tax Act, or such other payment or transfer which is or may be prohibited or penalized under the Tax Act.
 15. **Date of Birth and Social Insurance Number:** The statement of your and, if applicable, your spouse's birth date and social insurance number on your Application is deemed to be a certification of its truth and your undertaking to provide proof if requested by the Trustee.
 16. **Accounting and Reporting:** The Trustee will maintain an account of your Plan reflecting, with appropriate dates: (a) contributions to your Plan; (b) the name, number and cost of investments purchased or sold by your Plan; (c) dividends, interest and other distributions received by your Plan; (d) cash; (e) withdrawals, transfers and expenses paid from your Plan; and (f) the balance of your account. The Trustee will send you a quarterly statement of your account. Before April of each year, the Trustee will provide any applicable tax reporting required to be filed with your or your spouse's personal income tax return for the previous year.
 17. **Fees and Expenses:** The Trustee may charge you or your Plan fees as published by it or the Administrator from time to time. The Trustee will give you at least 30 days notice of any change in our account fees. In addition, the Trustee is entitled to charge your Plan fees for out-of-the-ordinary services requested by you or a Dealer in connection with your Plan and the Trustee is entitled to reimbursement from your Plan for all disbursements, expenses and liabilities incurred by in connection with your Plan except for those taxes, interest and penalties imposed on the Trustee by the Tax Act that are not reimbursable to the Trustee from your Plan under the Tax Act. Without limiting the generality of the foregoing, these fees, disbursements, expenses and liabilities may include: brokerage fees and commissions, custodian fees, administration fees and redemption fees incurred in connection with investments held in your Plan; investment advisory fees paid to a Dealer; legal and accounting fees; fees in connection with financial arrangements made to facilitate the conversion of currency; and taxes, interest and penalties imposed on your Plan except for those taxes, interest and penalties imposed on the Trustee by the Tax Act that are not reimbursable to the Trustee from your Plan under the Tax Act.
 18. **Tax imposed on you or your Plan:** If your Plan becomes liable for tax, interest or penalties under the Tax Act or provincial legislation, the Trustee may sell any investment of your Plan to pay the liability. The Trustee may, but is not obliged to, sell or otherwise dispose of any investment of your Plan to avoid or minimize the imposition of tax, interest or penalties on you or your Plan. Except for those taxes, interest and penalties imposed on the Trustee by the Tax Act that are not reimbursable to the Trustee from your Plan under the Tax Act, if any, the Trustee shall not be liable for any tax, interest or penalty imposed on you or your Plan. The Trustee shall not be liable for any loss resulting from the disposition or failure to dispose of any investment held by your Plan.
 19. **Delegation of Duties:** Without detracting in any way from its responsibility, the Trustee may appoint agents (including affiliates of the Trustee) and may delegate to its agents the performance of any of its duties or responsibilities under this declaration including but not limited to administrative duties such as accepting contributions to your Plan, executing investment instructions, safekeeping the assets of your Plan, account and record keeping, preparing and issuing statements and tax receipts, calculating, recording and crediting interest on cash balances held in your Plan, communicating with you, a Dealer or legal representatives and responding to your or their concerns. The Trustee may also employ or engage accountants, brokers, lawyers or others and may rely on their advice and services. The Trustee will not be liable for the acts or omissions of any of its agents, advisors or service providers and will not be liable for the acts or omissions of a Dealer or any of your other agents, advisors or service providers. The Trustee may pay to any agent, advisor, service provider or Dealer all or part of the fees received by it under the provisions of this declaration and/or a fee calculated by reference to the amount of cash held in your Plan and/or currency converted.
 20. **Execution of Trades:** When executing trades for your Plan, the Trustee may engage the services of: (a) brokers or investment dealers registered under applicable securities laws; (b) itself to the extent it is by law authorized to engage in all or any part of the trading activity; and (c) an affiliate (as defined in the Business Corporations Act (Ontario)) to the extent that the affiliate is by law authorized to engage in all or part of the trading activity.
 21. **Custodian:** The Trustee may engage one or more Canadian chartered banks, Canadian or provincial trust companies, registered brokers or investment dealers as a depository to hold some or all of the investments of your Plan, provided that: (a) the depository may not offset any debt or obligation owing to the depository against assets of your Plan, (b) the assets of your Plan may not be pledged, assigned or otherwise encumbered, and (c) if the depository is a broker or investment dealer, the terms and conditions of the engagement will comply with the published requirements of applicable regulatory authorities. The Trustee may arrange for the deposit and delivery of any investments of your Plan with The Canadian Depository for Securities Limited, the Depository Trust Company or any other properly authorized domestic or foreign depository.
 22. **Indemnity:** None of the Trustee or its officers, employees and agents will be liable for and are indemnified by you and your Plan from and against all expenses, liabilities, claims, losses and demands of any nature arising out of the holding of the assets of your Plan; the dealing with the assets of your Plan in accordance with instructions which the Trustee, its officers, employees or agents believes in good faith to be given by you or a Dealer or other agent; making financial arrangements to settle trades; and the sale, transfer or release of assets of your Plan in accordance with this declaration, unless caused by or resulting from its dishonesty, bad faith, willful misconduct or gross negligence.
 23. **Amendments:** From time to time, the Trustee may amend this declaration with the approval of the Canada Revenue Agency provided that the amendment does not disqualify your Plan as an RRSP under the Tax Act or other legislation. Any amendment to ensure that your Plan continues to comply with the Tax Act or other legislation will be effective without notice. Any other amendment will be effective not less than 30 days after notice has been provided to you.
 24. **Successor Trustee:** The Trustee may resign and be discharged from all duties and liabilities under this declaration by giving written notice to the Administrator. The Administrator is initially nominated to appoint a company as successor trustee. If the company appointed by the Administrator does not accept the office of trustee of your Plan within 30 days of being appointed, then the Trustee may nominate you to appoint a successor trustee by providing notice to you. Upon acceptance of the office of trustee of your Plan, the successor trustee will be trustee of your Plan as if it had been the original declarant of your Plan and your Plan continues in full force and effect with the successor trustee. At the time of the appointment of the successor trustee, the Trustee will be relieved of all duties and liabilities under this declaration. If you are unable to appoint a successor trustee who accepts the office of trustee of your Plan within 60 days of you being nominated to appoint a successor trustee, the assets of your Plan net of all proper charges will be withdrawn from your Plan and transferred to you and the Trustee will be relieved of all duties and liabilities under this declaration.
 25. **Notice to you:** Any notice, request or other communication required or permitted to be given to you by the Trustee must be in writing and will be sufficiently given if it is sent by pre-paid mail, telecopier, electronic mail or other form of electronic transmission addressed to you at the address provided on your Application or subsequently provided by you or a Dealer in a notice to the Trustee. For greater certainty, the Trustee is not responsible for verifying the accuracy or currency of any address provided to it. Any notice, request or other communication will be deemed to have been given to you and received by you on the day of mailing or transmission.
 26. **Notice to the Trustee:** Except as otherwise provided in this declaration, any notice, request or other communication required or permitted to be given to the Trustee by you or a Dealer must be in writing and will be sufficiently given if it is in a form satisfactory to the Trustee and is received by the Administrator by pre-paid mail, courier or telecopier addressed to the Trustee or the Administrator at the address for the Administrator last provided to you. The Trustee is permitted but not obliged to accept and act on a notice, request or other communication given to it by you or a Dealer by internet, electronic transmission or telephone. The Trustee may for any reason refuse to act on any notice, request or other communication given to it by you or a Dealer and the Trustee will not be responsible for any resulting loss. Any notice, request or other communication given to the Trustee will be deemed to have been given to it and received by it at the time of actual receipt by the Administrator.
 27. **Locked-in Plans:** If in accordance with the relevant pension legislation, locked-in assets are transferred to your Plan, then the attached Locking-in Supplement or the attached Addendum that governs your Plan, as applicable, forms part of this declaration. Unless otherwise prohibited by law, where there is inconsistency between the provisions of the Locking-in Supplement or the attached Addendum that governs your Plan, as applicable, and any other provisions within the declaration, the provisions of the supplement or addendum apply.
 28. **Language:** If the language preference selected in your Application is English, this declaration and all ancillary documents will be provided to you in English. Si la préférence linguistique choisie dans votre demande est l'anglais, la présente déclaration et tous les documents accessoires vous seront fournis en anglais.
 29. **Governing Laws:** This declaration will be governed, construed and enforced in accordance with the laws of Ontario and Canada except that the word "spouse" as used in this declaration refers to a person recognized as your spouse or common-law partner for the purposes of the Tax Act.
 30. **Specimen Plan:** RSP 417-028.

Revised: July 20, 2020

Privacy Protection Notice

B2B Bank Securities Services Inc. ("B2BBSI"), B2B Bank Financial Services Inc. ("B2BFSI") and B2B Bank Intermediary Services Inc. ("B2BBSI") have always been committed to protecting the privacy of all client personal information that we collect and maintain in the course of carrying on our business. We are pleased to provide you with our Privacy Protection Notice which describes how we collect, hold, use and, when needed, disclose your personal information when we do business with you and your Dealer. This notice adheres to the Personal Information Protection and Electronic Documents Act (Canada) and similar provincial privacy legislation. Please read this notice and contact us through one of the means listed at the end of the document if you have any questions.

Throughout this Privacy Protection Notice, "Company" refers to any of B2B Bank Securities Services Inc. (Member - Canadian Investor Protection Fund), B2B Bank Financial Services Inc. and B2B Bank Intermediary Services Inc., and any affiliate or successor company of each of them whose business relates to a purpose identified in this Privacy Protection Notice (collectively, "Companies").

- 1. Client Record and Personal Information:** The personal information collected about you or your spouse, if you are authorized to provide such information, for the purposes identified in this Privacy Protection Notice is held in a record called the "client record". The personal information in your client record may include your name, address and telephone number, social insurance number, birth date, account holdings, personal loan balances, and the name, address and social insurance number of your spouse, beneficiary, and co-borrower. Depending on the investment or service you request, additional personal information may be held in your client record.
- 2. Providing Your Information to the Companies:** When you complete an application form or otherwise open an account with the Companies, you are providing personal information to that Company including, where applicable, personal information concerning your spouse, beneficiary, and co-borrower, in order to:
 - A. make an investment;
 - B. provide instructions to a Company about an investment you have already made; or
 - C. receive information related to an investment you have made.

Each Company with whom you have an account collects this personal information, holds it in your client record, uses it, and, when needed, discloses it for the purposes identified in this Privacy Protection Notice.

- 3. Collecting, Holding, Using, and Disclosing Personal Information in Your Client Record:** Each Company with whom you have an account may collect, hold, and use the personal information in your client record as well as collect personal information from and disclose personal information to the third parties identified below for the following purposes:
 - A. identifying you and ensuring the accuracy of information contained in your client record;
 - B. establishing and administering your account, determining, maintaining, recording, and storing account holdings, loan balances, and transaction information in your client record;
 - C. executing transactions with or through a Company including transferring funds by electronic or other means;
 - D. providing you and your Dealer with account statements, transaction confirmations, tax receipts, financial statements for the investments that you have made, proxy mailings, registered plan notices, and other information which you or your Dealer may request as needed to service your account;
 - E. assisting your Dealer in determining the suitability of your investments;
 - F. informing you of products and services offered by a Company, its affiliates, or any enterprise that has been duly designated by a Company;
 - G. furthering our own business interests including collecting a debt owed to a Company or to any of its affiliates, executing transactions related to the securitization of your debt, which a Company or any of its affiliates considers to be in our own business interests, and engaging in the financing or sale of all or part of our businesses;
 - H. meeting legal and regulatory requirements;
 - I. verifying information previously given by you with any other organization when necessary for the purposes provided in this Privacy Protection Notice; and
 - J. processing pre-authorized debit transactions.

In this notice, your "Dealer" refers to an individual or entity acting or representing that it acts in connection with your investments or personal loan products as your investment advisor, broker, or dealer, or on behalf of your investment advisor, broker, or dealer. You acknowledge that your Dealer is your agent and not our agent. We are entitled to accept and act on any notice, authorization, or other communication that we believe in good faith to be given by you or your Dealer on your behalf. We are under no obligation to verify that your Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.

4. Third Parties:

- A. Each Company with whom you have an account may collect your personal information for the purposes identified in this Privacy Protection Notice from third parties such as your Dealer, credit bureau, your employer or others providing a personal reference, other Companies and their affiliates, other financial institutions and mutual fund companies, and from third parties who represent that they have the right to disclose the information.
 - B. Each Company with whom you have an account may transfer your personal information for the purposes identified in this Privacy Protection Notice to our service providers, such as account statement preparation and mailing companies, courier companies, imaging companies, document storage companies, and personal loan and deposit product record-keeping companies. When a Company transfers personal information to our service providers, we ensure by contractual means that the transferred personal information is used only for the purposes for which the service provider is retained. In the event our service provider is located outside of Canada, the service provider is bound by, and personal information may be disclosed in accordance with, the laws of the jurisdiction in which the service provider is located.
 - C. Each Company with whom you have an account may disclose your personal information to third parties where permitted or required by law, such as disclosure for tax purposes to the Canada Revenue Agency, and to self-regulatory organizations including the Investment Industry Regulatory Organization of Canada, the Mutual Fund Dealers Association of Canada (MFDA), Bourse de Montreal Inc., the Canadian Investor Protection Fund, and the MFDA Investor Protection Corporation.
 - D. Each Company with whom you have an account may disclose your personal information for the purposes identified in this Privacy Protection Notice to third parties such as a Dealer, third party service providers and data processing firms, credit bureau, other Companies and their affiliates, and other financial institutions and mutual fund companies. If you wish to withdraw consent to the continuation of this type of information sharing or discuss the implications of such withdrawal, please contact us through one of the means listed at the end of this notice. Your decision to withdraw consent may prevent the Companies from providing products and services to you because the disclosure to third parties is a necessary part of making the product or service available to you.
- 5. Using Your Social Insurance Number:** Each Company with whom you have an account is required by law to use your social insurance number when submitting tax reports to the Canada Revenue Agency and may provide it to third parties engaged to provide income tax reports. Each Company also uses your social insurance number as a unique identifier, to avoid duplication (so that, for example, you do not receive duplicate mailings or get charged the same fee twice) and to ensure that we are aware of all of your holdings (for example, for purposes of determining whether your total holdings exceed a required threshold).
 - 6. Employees and Agents Who Have Access to Your Client Record:** Employees and agents of each Company with whom you have an account may have access to your client record provided they have a specific need to know in connection with the purposes identified in this Privacy Protection Notice. Access is permitted only to the extent necessary for such purposes.
 - 7. Location of Your Client Record:** Your client record is kept in electronic, microfilm, or paper format at our offices in Toronto. Paper records forming part of your client record may also be kept in offsite storage in Toronto. Your client record may be transferred to other locations for disaster recovery purposes.
 - 8. Right to Access and Rectify Personal Information:** Under the Personal Information Protection and Electronic Documents Act (Canada) and similar provincial privacy legislation, you are entitled to access, through a written request, the personal information contained in your client record, including any credit reports obtained by a Company, subject to exceptions for certain kinds of information. You may verify this personal information and request that any inaccurate information be corrected. Please contact us through one of the means listed at the end of this notice. If your concerns have not been resolved to your satisfaction, you can contact the Privacy Compliance Officer at 199 Bay Street, Suite 610 PO Box 35 STN Commerce Court Toronto ON M5L 0A3.
 - 9. Changes to Your Personal Information:** Please inform each Company with whom you have an account promptly of any change in the personal information that you have provided by contacting us through one of the means listed at the end of this notice. The Companies appreciate your business and promises to handle your questions or input regarding personal information in a prompt and courteous manner.

Client Services:

Telephone: 1.800.387.2087

E-mail: accounthelp@b2bbank.com

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National Instrument 54-101 Explanation to Clients

As a non-registered securityholder of a corporation or other issuer, you have the same right as a registered holder to vote at annual and special meeting of that issuer. As your securities are not registered in your name, B2B Bank Intermediary Services Inc. may provide material directly to you or may, unless you object, provide the issuer with your name, address and extent of security ownership so that the issuer can provide material directly to you. The issuers of the securities in your account do not know the identity of the beneficial owner of these securities. We are required under securities law to obtain your instructions concerning various matters relating to your holding of securities in your account.

Receiving Securityholder Materials

You have the right to receive proxy-related materials sent to registered securityholders by reporting issuers in connection with securityholders meetings; among other things, this permits you to receive the necessary information to allow you to have your securities voted in accordance with your wishes at a securityholder meeting. In addition, reporting issuers may choose to send other securityholder materials to beneficial owners, although they are not obliged to do so.

Securities law permits you to decline to receive securityholder materials. The three types of materials that you may decline to receive are:

- (a) proxy-related materials, including annual reports and financial statements, that are sent in connection with a securityholder meeting;
- (b) annual reports and financial statements that are not part of proxy-related materials; and
- (c) materials that a reporting issuer or other person or company sends to securityholders that are not required by corporate or securities law to be sent to registered securityholders.

Disclosure of Beneficial Ownership Information

Securities law permits reporting issuers and other persons and companies to send materials related to the affairs of the reporting issuer directly to beneficial owners of the issuer's securities if the beneficial owners do not object to having information about them disclosed to the reporting issuer or other persons and companies. Part 2 allows you to tell us if you OBJECT to the disclosure by us to the reporting issuer or other persons or companies of your name, address and securities holdings and preferred language.

If you DO NOT OBJECT to the disclosure of your beneficial ownership information, please mark the first box in Part 2 of the form. In those circumstances, you will not be charged with any costs associated with sending securityholder materials to you.

If you OBJECT to the disclosure of your beneficial ownership information by us, please mark the second box in Part 2 of the form. If you do this, all materials to be delivered to you as a beneficial owner of securities will be delivered by us.

Contact

If you have any questions or want to change your instructions in the future, please contact your Advisor. If you wish to change your instructions, you must do so in writing.

Preferred Language of Communication

The language preference selection located on page 1 of this account application allows you to tell us your preferred language of communication.

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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 B2B Bank Intermediary Services Inc. ("B2BBISI") 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 provided have signed this agreement.
- f) You may change these instructions or cancel this plan at any time, provided that B2BBISI receives at least 10 business days notice by phone 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 with your financial institution or visit the Canadian Payments Association website at www.cdnpay.ca.
- g) You authorize B2BBISI to accept changes to this agreement from your registered dealer or your advisor in accordance with the policies of B2BBISI, in accordance with the disclosure and authorization requirements 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) If the language preference selected in your Application is English, you have requested this application form and all other documents relating hereto to be in English. Si la préférence linguistique choisie dans votre demande est l'anglais, vous avez exigé que ce formulaire de demande et tous les documents y afférant soient rédigés en anglais.

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Deposit Terms and Conditions

B2B Bank and B2B Trustco, accept deposits including, but not limited to Guaranteed Investment Certificates (the "Term Deposit(s)"), and deposit accounts (the "Non-Term Deposit(s)"). Term Deposit(s) and Non-Term Deposit(s) are herein collectively referred to as "Deposit". B2B Bank and B2B Trustco are member institutions of the Canada Deposit Insurance Corporation ("CDIC"). Go to b2bbank.com for a current list of our Deposits, information on our complaint resolution process, our privacy protection notice and interest rates.

The following terms and conditions (the "Terms and Conditions") apply to all Deposits. Throughout these Terms and Conditions, "you" and "your" means you as the depositor and/or co-depositor(s) and "we", "us" and "our" means B2B Bank or B2B Trustco. "Dealer" means an individual or entity acting as an agent for B2B Bank or B2B Trustco in connection with your Deposit, as well as your investment advisor, broker or dealer. "Application" means the account application form to which these Terms and Conditions are attached.

(a) Deposits

The principal amount of the Deposit shall be held or invested by B2B Bank and/or any of its affiliates (including their respective successors and assigns).

(b) Interest Calculation and Payment

(i) Cash Deposit(s) and Non-Term Deposit(s)

We agree to pay you interest monthly on the day following and for the period which has elapsed since and including the date on which interest was last paid (in the case of a Cash Deposit(s) provided that any interest is payable according to the deposit rates posted on our website). Interest is calculated daily and is based upon the daily closing balance of your Cash Deposit(s) and Non-Term Deposit(s) at a rate of interest as set by us from time to time. All interest payable shall be deposited into the same Cash Deposit(s) and Non-Term Deposit(s) in respect of which the interest was earned and shall thereafter be considered as principal.

(ii) Term Deposit(s)

The interest rate of your Term Deposit(s) depends on the term and interest paying option selected by you. The interest rate applicable to your Term Deposit(s) is the posted rate on the day we receive your completed Application and money. Interest is calculated on the principal balance of your Term Deposit(s) for the number of days in the term on the basis of a year of 365 days. Interest on your Term Deposit(s) of less than two years is paid at maturity and interest on your Term Deposit(s) of two years or more is either paid annually, semi-annually, quarterly, monthly or compounded annually and paid at maturity, as selected by you. Interest ceases at maturity.

(c) Guaranteed Repayment

We guarantee you the repayment of all principal sums of your Deposit, together with any interest that is due and payable, subject to section (d). In consideration of our guarantee and by way of remuneration for administering the Deposit, we shall be entitled to retain for our own use the interest and profits resulting from any investment of the principal in excess of the amount of any interest payable to you.

(d) Access to your Deposit

(i) **Deposits:** You may deposit to (purchase in the case of a Term Deposit) your Deposit with notice to us.

(ii) **Hold on Funds:** We reserve the right to hold moneys from any cheque or other payment instrument including pre-authorized debits credited to your Deposit for the purpose of verifying that sufficient funds are available to pay the item and for any other purpose permitted by law.

(iii) **Withdrawals:** You may withdraw your Deposit (except in the case of a Term Deposit) with notice to us. For withdrawals above certain dollar thresholds determined by us from time to time, your signature on your withdrawal request must be guaranteed by one of a bank, trust company, member of a recognized stock exchange or any other organization satisfactory to us. Transactions including withdrawals may be limited in dollar amounts or frequency, or otherwise as may be determined by us, and such limits may be changed in our sole discretion without notice to you. Term Deposits may be withdrawn only at maturity. The principal balance of your Term Deposit will be repaid at maturity and may not be withdrawn by you prior to maturity.

(e) Commission and Fees

We may pay your Dealer a commission on your Deposit. This is a trailing commission for Non-Term Deposit(s) based on the daily closing balance of your Non-Term Deposit(s), and an upfront commission paid on the principal balance of a Term Deposit at the time of purchase. For a Cash Deposit(s), we may pay your account administrator a fee no greater than the amount which is the difference in the interest rate between our prime rate of interest (which is variable, subject to fluctuation and posted on b2bbank.com) and the effective rate of interest (if any) applicable to your Cash Deposit(s), calculated on the balance of your Cash Deposit(s) on a daily basis. The maximum commissions and fees referenced above may change from time to time on notice to you.

(f) Eligible Plans or Accounts

Your Deposit must be held within such plans or accounts that we, in our sole discretion, may permit from time to time ("Eligible Deposits").

(g) Joint and Several

All of you are jointly and severally liable to us for any debts, liabilities and obligations arising in connection with the Deposit if held jointly or by tenants in common (if available).

(h) Complaints

Should you have a complaint concerning your Deposit, please contact our client service department by calling 1.800.263.8349. Further information detailing the steps for making and escalating a complaint are set out in the B2B Bank Problem Resolution Process which is available online at b2bbank.com.

(i) Protecting your Personal Information – for personal Deposits only

By making a Deposit with us, you consent to the collection, use and disclosure of your personal and financial information in accordance with our Code of Confidentiality as amended from time to time. The Code of Confidentiality forms part of these Terms and Conditions and your agreement to the Terms and Conditions indicates that you agree to the terms of the Code of Confidentiality. Our Code of Confidentiality is available on request and on our website at b2bbank.com.

(j) Notice

References to giving notice in these Terms and Conditions shall mean notice in the form and manner as provided in this section (j). We may provide any notice or other communication required or permitted to be given by post, telephone, email, fax, website posting or any other physical or electronic means, or by means of any press release, advertisement or other media notices.

Unless specified otherwise, you or a Dealer may provide us with notice by post, fax or telephone, or through any other physical or electronic means as stipulated by us from time to time at the following address:

B2B Bank
199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto ON M5L 0A2
Toll free 1.800.263.8349
Fax: 1.866.941.7711

Any notice, request or other communication given to us will be deemed to have been given to us and received by us at the time of actual receipt by us. Unless specified otherwise, if notice is provided by post, you will be deemed to have received the notice on the date that is five (5) business days following the date on which the notice was mailed. In all other cases, you will be deemed to have received the notice on the date the notice was sent.

(k) Changes to Depositor Record

You agree to notify us promptly in writing of any changes to your mailing address or other information regarding the Depositor record.

(l) Deposit Statements and Confirmations

You must promptly notify us of any errors, irregularities, omissions or unauthorized activity in your Deposit as soon as you discover them. If notice is not received from you within 30 days of the date of any statement or confirmation indicating activity or balances of your Deposit, you shall be deemed to accept the statement as valid and correct and you release us from all claims with respect to any and every item on the statement or confirmation and from any other claim for negligence, conversion, breach of trust, breach of fiduciary duty or otherwise. We retain the right to recover from you or debit your Deposit if there is an erroneous credit or an omission of a debit.

(m) Receiving Statements

If held jointly or by tenants in common (if available) or in trust, all statements or other notices from us will be sent to you. All such notices will then be considered to have been mailed to all of you.

(n) Documentation Requirements

If held jointly or by tenants in common (if available), on the death of any one of you, the remaining Depositor(s) agrees to immediately advise us and to provide such documentation as may reasonably be requested. We reserve the right to restrict access to monies held in the Deposit, as deemed necessary in order to comply with any present or future law.

(o) Joint and Several with Estate

If held jointly or by tenants in common (if available), the deceased's estate and the surviving Depositor(s) continue to be jointly and severally liable for debts, liabilities and obligations resulting from transactions initiated prior to us receiving written notice of death, or incurred in liquidating the account or adjusting the interests of the surviving Depositor(s).

(p) Obligation to Observe Trust Terms

If the Deposit is held in trust, we have no obligation to observe the terms of any trust and you or all of you are solely responsible for ensuring compliance with the terms of any applicable trust agreement or applicable law.

(q) Documentation Requirements of Survivor

If the Deposit is held in trust, on the death of you or any one of you, the remaining Depositor(s) agrees to immediately notify us, and to provide such documentation as may reasonably be requested. We reserve the right to restrict access to monies held in the Deposit, as deemed necessary in order to comply with any present or future law.

(r) Liability for Damages Limited

Without limiting any other provision of these Terms and Conditions, we will not be liable for, and you agree to indemnify and save us harmless from, any losses, costs, fees, claims, liabilities, delays, damages, expenses or inconvenience of any kind whatsoever, incurred by you or any third party, directly or indirectly (including special, indirect or consequential damages) in connection with the following:

- Any failure, error, malfunction or inaccessibility of any systems or equipment, or for errors, delays or failures in performance or non-completion of a transaction or service;
- Any damages resulting from our negligence or the negligence of our employees, agents or representatives, even if we knew that damage was likely;
- Honouring any instructions (including an instruction to revoke a PAD agreement) from you, including any that we receive from any person claiming to be you or to be acting on your behalf including a Dealer; or
- Exercising our discretion not to act on an incomplete, illegible or ambiguous transaction or a transaction which we suspect is fraudulent. In the case of our gross negligence or willful misconduct, our liability will be no greater than the lesser of the amount of the item and the direct damages you have suffered.

(s) Dealer

You acknowledge that a Dealer is your agent and when acting (or representing that it acts) as a Dealer is not our agent or the agent of any of B2B Bank Financial Services Inc., B2B Bank Securities Services Inc., or B2B Bank Intermediary Services Inc. We are entitled to accept and act on any notice, authorization or other communication that we believe in good faith to be given by you or a Dealer on your behalf. We are under no obligation to verify that a Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.

Deposit Terms and Conditions (continued)

(l) **Returning Principal to You**

We reserve the right both to reject any deposit made by you and to withdraw any and all amounts from your Deposit for the purpose of returning such amounts to you.

(u) **Assignments and Transfers**

Deposits are not negotiable, transferable or assignable by you to any person in any respect except to us or as we agree in writing.

(v) **Changes to this Agreement**

(i) If permitted by applicable law and subject to (ii) below, we may unilaterally change any part of the Deposit Terms and Conditions (except for sections (a), (b) and (c) if the change pertains to a Term Deposit), if we provide you with notice of the change at least 60 days before the effective date of the change.

(ii) You may, within 60 days of receipt of Notice, withdraw your Deposit without any cost or penalty to you if we unilaterally increase your obligations to us or decrease our obligations to you under these Terms and Conditions.

(w) **Charges for Costs and Legal Fees**

You agree to pay us on demand any costs to recover amounts that you owe us. These costs include legal fees on a solicitor and client basis, as well as those reasonable counsel fees charged by our legal department. If we incur any expenses in responding to any legal notices or seizures attaching to any moneys in your Deposit, we may charge such expenses to your Deposit, as well as a fee for complying with the order. If you fail to pay our costs, they may be charged against any account you have with us.

(x) **Set-off**

We reserve the right to use any money at any time in your Deposit(s) to pay any debts or other obligations (including any contingent obligations) you owe us whether in the same or other currency in relation to any other matter between you and us and we are not required to provide notice except as required by law.

(y) **Language**

If the language preference selected in your Application is English, the parties have expressly requested that this Agreement and all other related documents and notices be drawn up in English only.

Si la préférence linguistique choisie dans votre demande est l'anglais, les parties ont expressément exigé que ce contrat ainsi que tous les documents et avis émis en vertu des présentes ou s'y rattachant soient rédigés en anglais seulement.

Apr. 30, 2020