

# B2B Bank Intermediary Services Inc. Investment Account Application

Use this application for the following investment accounts:

- Individual
- Joint

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Tenants In Common

Including Group Accounts

- In Trust For (Informal Trust)
- Estate
- Corporate
- Unincorporated Organization
- Formal Trust

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.

<b>F</b> 7471	B2B BANK INTERMEDIARY SERVICES
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## B2B Bank Intermediary Services Inc. ("B2BBISI") **Investment Account Application**

Language preference 
English □ French

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1. Dealer and Advisor N	lame							
Dealer name						Dealer #		
Advisor name						Advisor #		
2. Account Type (check	k one only)					1		
a) 🗌 Individual				f) 🗌	] Corpora	ation		
b) D Joint Tenants with Quebec)	Rights of Survivorship* (not app	plicable in the pro-	vince of	g) 🗆		porated Organizat Partnership, etc.)	tion (ex. Associatio	n, Charity, Condo
c) 🗌 Tenants in Commo	on* ("joint account" in Quebec)			h) 🗆	] Formal	Trust		
d) 🗌 In Trust For* (ITF -	Informal trust; includes ITF acc	counts with co-app	olicants)		Please atta egal adviso		st agreement (prep	ared by client's
e) 🗌 Estate: submit in E	Executor's name "as executor fo	or the estate of "			0	,	sheet with trustees'	and beneficiaries'
If any of a) - d) is checked, a Group Numb	and it is also a Group account, ber	check here				f different from Se		
*Note: Attach a separate sh total of 4 applicants a	eet for more than 2 applicants of and ITF beneficiaries.	or ITF beneficiarie	s. Joint a	ccounts a	are limited	to 4 applicants. IT	F accounts are lim	ted to a combined
3. Intended Use of the	Account							
What is the intended use of	the account?							
a) 🗌 Retirement Planni	ng b) 🗌 Investment for	r Capital Gains/In	come	c) 🗌	Special F	Purchase		
d) 🗌 Education	e) 🗌 Short Term In	vesting		f)	Other			
4. Applicant Informatio								
Business/Trust/Other Entity	number (for tax reporting)							
1-Mr. 2-Mrs. 3-Miss 4-Ms. 5-Dr. 6-Prof.	or Company/Organization name	e			First nar	ne		Initials
Full residential address (not	a P.O. box)				-1			Apt.
City		Province					Postal code	I
Country of Residence		Cit	tizenship				Social Insurance	Number
Cell telephone number	Posidonas tolo:	abana numbar		Rusings	s telephor	o pumbor	Dete of hirth	
	Residence telep			Dusines			Date of birth	(mm/dd/yyyy)
Mailing address if different fr	om above							Apt.
City		Province					Postal code	
# of Dependants	Email address	1					1	
Employer name	1						Ye	ars with employer
Employer address								Apt.
City		Province					Postal code	
Employer telephone number		 Status (examples:	emplove	d. unemn	loved reti	red, student, neve	r worked)	
		*If status is either "Retin	ed or Unemp	loyed" pleas	se provide you	ir previous Industry/Type	of Business and Detaile	d occupation.
Industry/Type of Business (e	xamples: entertainment, food s	ervice)		Detailed of	occupation	(examples: actor,	cook)	

4. Applicant Information (continued	ł)				
entity whose securities are tra	orting issuer or any other issuer wh aded on a stock exchange or an ov pany which is itself an insider or a	er-the-counter	er market) (an "Issuer"); or	□ YES	
If yes, please list the Issuer(s	):				
Are you designated as a Pro (licensed to see	ell securities)?			□ YES	□ NO
Issuer carrying more than 10 <sup>4</sup>	cial ownership of, and control or di % of the voting rights attached to a		directly or indirectly, securities of ar r's outstanding voting securities?	n 🗆 YES	□ NO
If yes, please list the Issuer(s	,				_
Do you or as part of a group, hold or contro				□ YES	□ NO
	):				
Please refer to the definition of "Politically Ex ("HIO") and the definition of Prescribed Famil	y Member ("PFM") included on this a	pplication form	n.		al Organization"
Is the Applicant a PEFP or is the Applicant a l personal or business reasons, with a PEFP?				🗆 YES	□ NO
Is the Applicant a PEDP or is the Applicant a personal or business reasons, with a PEDP?				, for	□ NO
Is the Applicant a HIO or is the Applicant a HI personal or business reasons, with a HIO?				□ YES	
If the answer is "yes" to at least one question International Organization Statement.	please complete and attach the sup	plemental for	m - Politically Exposed Foreign or Do	mestic Person or He	ead of an
Electronic delivery of client communication environmentally conscious. By checking th me the enrolment information for eDelivery	e box below, I wish to obtain my cl	ient communi	cations electronically (where applic		1
5. Applicant: Declaration of Tax Re	sidence				
Tick ( $\checkmark$ ) all of the options that apply to y					
The account is an entity account. If the Otherwise please complete this Decla		e CRA Form F	RC519 - Tax Residency Self-Certifi	cation for Entities.	
□ I am a tax resident of Canada					
I am a tax resident or a citizen of the l If you ticked this box, give your taxpay		n the United S	TIN from the United	States	
If you do not have a TIN from the Unit	ed States, have you applied for on	e? 🗌 Yes	□ No		
I am a tax resident of a jurisdiction oth If you ticked this box provide your juris			payer identification numbers in the	section below.	
If you do not have a TIN for a specific	jurisdiction, give the reason using	one of these	choices:		
Reason 1: I will apply or	have applied for a TIN but have no	ot yet received	1 it.		
Reason 2: My jurisdiction	of tax residence does not issue T	INs to its resi	dents.		
Reason 3: Other reason:					
Jurisdiction of tax residence	Taxpayer identification r	number	If you do not have a TIN	, choose reason 1	l, 2, or 3
6. Co-Applicant Information					
Check box if separate sheet attached w	vith additional applicants				
Is the Co-Applicant the spouse/common la				□ YES	□ NO
1-Mr. 2-Mrs. 3-Miss 4-Ms. 5-Dr. 6-Prof.			First name		Initials
Full residential address (not a P.O. box):	Same as Applicant, or				Apt.
City Province Postal code					
Country of Residence		Citizenship		Social Insurance N	lumber
Cell telephone number	Residence telephone number	Bu	siness telephone number	Date of birth (	mm/dd/yyyy)
# of Dependants Email addres	l S				

6.	Co-Applicant Information (continued)							
Em	ployer name						Years	with employer
Em	ployer address							Apt.
City	1		Province			Postal code	9	
Em	ployer telephone number		Status (examples: employe *If status is either "Retired or Unem	red, ι nploye	inemployed, retired, student, never d" please provide your previous Industry/Type	worked) of Business and	d Detailed	occupation.
Indu	ustry/Type of Business (examples: entertainment,	food s	ervice)	Det	ailed occupation (examples: actor,	cook)		
Are	<ul> <li>you: (i) an officer or director of a reporting issue entity whose securities are traded on a</li> <li>(ii) an officer or director of a company which</li> </ul>	stock of the stock	exchange or an over-the-c self an insider or a subsidia	count ary o	er market) (an "Issuer"); or f such Issuer?		YES	□ NO
	If yes, please list the Issuer(s):							
Are	you designated as a Pro (licensed to sell securitie	es)?					YES	□ NO
Do	<ul> <li>you: (i) beneficially own; or</li> <li>(ii) have control or direction over; or</li> <li>(iii) have a combination of beneficial owners Issuer carrying more than 10% of the volume</li> </ul>	oting ri	ights attached to all of the	lssu	er's outstanding voting securities?		YES	□ NO
<b>D</b> -	If yes, please list the Issuer(s):						VEO	
	you or as part of a group, hold or control an Issue						YES	□ NO
	If yes, please list the Issuer(s):						rnationa	Organization"
("HI	ase refer to the definition of "Politically Exposed Fore O") and the definition of Prescribed Family Member (	ign Pe ("PFM"	') included on this applicatio	Expo	m.	ad of an Inte	mationa	al Organization
Is the Co-Applicant a PEFP or is the Co-Applicant a PEFP because the Co-Applicant is a PFM of a PEFP or is the Co-Applicant closely associated, for personal or business reasons, with a PEFP?							YES	□ NO
ass	ociated, for personal or business reasons, with a PE							
	ne Co-Applicant a HIO or is the Co-Applicant a HIO b ociated, for personal or business reasons, with a HIC		e the Co-Applicant is a PFM	/l of a	HIO or is the Co-Applicant closely		YES	
	e answer is "yes" to at least one question, please co		and attach the supplement	tal foi	rm - Politically Exposed Foreign or Do		_	ead of an
	rnational Organization Statement.							
	you wish to receive duplicate copies of staten No ☐ Yes – Statements Only ☐ Yes –			(appl	icable to confirmations issued by B2	2B Bank Int	ermedia	ary Services Inc.)
7	Co-Applicant: Declaration of Tax Resider	200						
	Check box if separate sheet attached with info	rmatio	n on additional co-appli	cam	5.			
Tic	k ( $\checkmark$ ) all of the options that apply to you							
	The account is an entity account. If this is check Otherwise please complete this Declaration of ta	ked, pl ax resi	ease complete the CRA Fordence section.	orm	RC519 - Tax Residency Self-Certifi	ication for E	ntities.	
	I am a tax resident of Canada							
	I am a tax resident or a citizen of the United Sta If you ticked this box, give your taxpayer identified		number (TIN) from the Un	ited	TIN from the United	States		
	If you do not have a TIN from the United States,	, have	you applied for one?	Yes	i 🗌 No			
	I am a tax resident of a jurisdiction other than Canada or the United States If you ticked this box provide your jurisdictions (i.e. countries) of tax residence and taxpayer identification numbers in the section below.							
	If you do not have a TIN for a specific jurisdiction	n, give	the reason using one of the	hese	choices:			
	Reason 1: I will apply or have appli	ied for	a TIN but have not yet rec	ceive	ed it.			
	Reason 2: My jurisdiction of tax residence does not issue TINs to its residents.							
Reason 3: Other reason:								
	Jurisdiction of tax residence Ta	axpav	er identification number		If you do not have a TIN	l, choose r	eason 1	l, 2, or 3
		1			,	,		

8. Spousal Information								
Applicant's spousal information (comp								
Do you have a spouse/common law par 1-Mr. 2-Mrs. Last name	ther? If yes, co	implete this section		First name		□ YES	□ NO	
3-Miss 4-Ms. 5-Dr. 6-Prof.				Filsthame				
Full residential address (not a P.O. box):	Same as Applic	cant, or		I			Apt.	
City		Province			Postal c	code		
Country of Residence	Citizenship		Social Insura	nce Number (Optional)	Da	Date of birth (mm/dd/yyyy		
Employer name					I	Ye	ears with employer	
Employer address						I	Apt.	
City		Province			Postal c	code		
Employer telephone number		Status (examples: employe *If status is either "Retired or Unem					ed occupation.	
Industry/Type of Business (examples: ente	rtainment, food s	service)	Detailed occup	ation (examples: actor, o	cook)			
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		
If yes, please list the Issuer(s Are you designated as a Pro (licensed to s						🗆 YES		
Do you: (i) beneficially own; or (ii) have control or direction over (iii) have a combination of benefi	; or cial ownership o							
Issuer carrying more than 10 If yes, please list the Issuer(s	-	-				∐ YES	□ NO	
Do you or as part of a group, hold or contro	ol an Issuer?					□ YES	□ NO	
If yes, please list the Issuer(s	):							
Co-Applicant's spousal information (co Do you have a spouse/common law par Check box if separate sheet attached	tner? If yes, co	mplete this section				□ YES	□ NO	
1-Mr. 2-Mrs. Last name				First name				
3–Miss 4–Ms. 5–Dr. 6–Prof.								
Full residential address (not a P.O. box):	Same as Co-Ap	oplicant, or					Apt.	
City		Province			Postal c	code		
Country of Residence	Citize	enship	Social Insur	ance Number (Optional	) Da	ate of birt	h (mm/dd/yyyy)	
Employer name	I				1	Yea	ars with employer	
Employer address							Apt.	
City Province Postal c						code		
Employer telephone number		Status (examples: employe *If status is either "Retired or Unem	ed, unemployed ployed" please provi	, retired, student, never de your previous Industry/Type	worked) of Business	) is and Detaile	ed occupation.	
Industry/Type of Business (examples: ente	rtainment, food s	service)	Detailed occup	ation (examples: actor, o	cook)			

8. Spousal Information (continued)							
Are you: (i) an officer or director of a reporting issuer or any other issuer whose securities are publicly traded (e.g. an							
(ii) an officer or director of a reporting issuer (iii) an officer or director of a company which							
If yes, please list the Issuer(s):							
Are you designated as a Pro (licensed to sell securities	3)?	🗆 YES 🛛 NO					
Do you: (i) beneficially own; or (ii) have control or direction over; or (iii) have a combination of beneficial ownersh Issuer carrying more than 10% of the vot 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):							
0 In Trust For Information (names helpsy will	he included in one coccurt)						
9. In Trust For Information (names below will	· · ·						
	Is and/or with addresses of ITF individuals (ie. beneficial	,					
Last name	First name	Date of birth (mm/dd/yyyy)					
Last name	First name	Date of birth (mm/dd/yyyy)					
10. Annual Account Fees							
	loyer/Plan Sponsor) will apply to all of your annual fee a od.	ccounts with B2B Bank Intermediary Services Ir					
I request that my annual account fees, until I direct oth	erwise in writing, be collected from (select one):						
which will vary based on the applicable fee sch	This bank account will be used each year, on or about a edule provided. Unpaid fees will be collected from your for ons for more information on the CPA Rule H1 Requirement	32BBISI account(s). Please see the attached					
B My individual (not joint or ITF) B2BBISI inve	stment account. If an individual investment account do	es not exist, option C will apply.*					
C My B2BBISI registered account(s), up to the	fee applicable per account, then from my B2BBISI i	nvestment account(s), if any.*					
D Invoice the Employer/Plan Sponsor (Available							
Unpaid fees will be collected from your B2BBIS							
	nave not selected a method of payment, the fees will be colle						
B2BBISI has established a hierarchy of investments for	collecting fees. For more information on the hierarchy, pleas	e see attached Account Agreement.					
11. 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							
following materials: (a) proxy-related materials for ann materials; and (c) materials sent to securityholders that	erials you want to receive. Securityholder materials sent ual and special meetings; (b) annual reports and financia t are not required by corporate or securities law to be se	al statements that are not part of -proxy-related					
understand that reporting issuer or other person of	Is sent to beneficial owners of securities. (Even if I declor company is entitled to send these materials to me at	ine to receive these types of materials, I ts expense).					
□ I WANT to receive ONLY proxy-related materials							
(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.)							
	nation you DO NOT OBJECT or OBJECT to us disclosing you nch) to issuers of securities you hold with us and to oth						
□ I DO NOT OBJECT to you disclosing the information □ I OBJECT to you disclosing the information describ							

12. Account Information						
a) Is this Account to be used by or on beh the Account or who exerts control over	r the assets in	the Account			ancial interest in	□ YES □ NO
If yes, please complete and attach the b) Does anyone other than you, the Appli						
If yes, name the party						
c) Do you, the Applicant(s), wish to appoint of yes, attach a completed Power of Atte 13 - on the authorized individual						🗆 YES 🗆 NO
d) Do you have any accounts with other b	prokerage firm	s?				
Account type(s):						
e) Do you, the Applicant(s), control the tra	ading in any o	ther B2BBISI	accounts?			□ YES □ NO
If yes, indicate account numbers:	Account #		Account #			
13. Banking Information (Required i	f the annua	l account fe	es are paid fror	n a chequing	account)	
Name of bank account holder(s)						
Bank number <b>0</b>	Transit numb	er		Account number	er	
Name of Financial Institution						
Address						
City		Province	;			Postal code
14. Identity Verification*						
Identity verification is required for each Ap	plicant					
1. Name (full name as it appears on the id	entification do	cument)				
Type of ID			ID code		ID number	
Issuing Jurisdiction/Entity/Authority		) place of issu	le	Issuing o	country	
Date of issue (mm/dd/yyyy)	I	ID expiry d	ate (mm/dd/yyyy)	ID verif	ication date (mm/dd	/уууу)
2. Name (full name as it appears on the id	entification do	cument)				
Type of ID			ID code		ID number	
looving lurisdiction/Entity/Authority	lır	) place of issu		looving		
Issuing Jurisdiction/Entity/Authority		place of issu		Issuing	country	
Date of issue (mm/dd/yyyy)	I	ID expiry d	ate (mm/dd/yyyy)	ID verif	ication date (mm/dd	/уууу)
Select ID Code = 1 = Driver's License, 2 = 5 = Other	Passport, 3 =	Provincial Ide	entity Card, 4 = Citi	zenship Card (Is	ssued prior to 2012)	
5 = Other						
*Note: 1. To comply with applicable law, in owners of the client and their ide 2. Please complete the identity ver 3. For additional account holders, a persons.	ntities must be ification for ea	verified. Plea ch person wit	ase attach the appl h authority over or	cable additional any financial inter	forms. erest in the account.	
Identification verified through an alternativ	ve method:					
Ŭ		or Entity				
Credit File Dual Process Age	ni, mandatory	or Entity				

### 15. Account Agreement - please ensure all applicants sign this section.

Please read 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/We hereby certify that the information in this application is complete and accurate.

I/We acknowledge that I/we have read and agree to be bound by the Account Agreement terms and conditions attached to this application. I/We undertake to advise my/our Dealer in writing of any change to the information in this application. I/We acknowledge that I/we 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/we acknowledge reading the Privacy Protection Notice attached to this application and I/we consent to my/our personal information being collected, held, used and disclosed (i) by each company with whom I/we have an account in the ways and for the purposes identified in the Privacy Protection Notice and (ii) by the Introducer 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/we have provided information concerning any other person, I/we confirm that I/we am/ are authorized to provide such information.

To: B2B Bank Intermediary Services Inc. ("B2BBISI") and B2B Bank: If I/we make a Deposit with B2B Bank, or any of its affiliates (including their successors and assigns), I/we acknowledge I/we have read and agree to the attached Deposit Terms and Conditions (capitalized terms are as defined in the attached Deposit Terms and Conditions). I/We acknowledge that B2B Bank, or any of its affiliates (including their successors and assigns), may pay my/our 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 my/our Dealer an upfront commission for the attached Deposit Terms and Conditions. For a Cash Deposit, 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/our Cash Deposit, calculated on the balance of my/our 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/us.

K		X	
ignature of Applicant	Date (mm/dd/yyyy)	Signature of Co-Applicant	Date (mm/dd/yyyy)
X		X	
ignature of Co-Applicant	Date (mm/dd/yyyy)	Signature of Co-Applicant	Date (mm/dd/yyyy)
6. Dealer/Advisor Information			
Do you have a direct or indirect interest in If yes, give details in Advisor's Comments	n the Account other than an interes	est in commissions charged?	□ YES □ NO
Advisor's Comments:			
Are you registered in the province in whic			□ YES □ NO
Have you personally met the Applicant(s) If yes, when?			□ YES □ NO
How long have you known the Applicant(			
How did you come to know the Applicante Referral by:	(s)? Advertising Lead	Phone-In 🗌 Personal Contact	□ Walk In □ Referral
Has a credit check been done?  YES		 Date (mm/dd/yyyy)	
If yes, what was the result (check one)			
		Initial order:	
ignature of Advisor	Date (mm/dd/yyyy)	□ Buy or □ Sell	Solicited or Unsolicited
(		Amount <u>\$</u>	Description
ranch Manager's Approval	Date (mm/dd/yyyy)	_	
7			
Partner's or Director's Acceptance	Date (mm/dd/yyyy)	_	
	Date (mm/dd/yyyy)		

## Account Agreement

Throughout this Account Agreement, the terms "I", "me", "my", "we", "us", and "our" mean the B2B Bank Intermediary Services Inc. Investment Account holder(s). In consideration of B2B Bank Intermediary Services 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 and B2BBISI 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 are paid by me in accordance with the B2BBISI Fee Schedule and/or are paid by my Dealer.

- B2BBISI has the right to reject any of my instructions, or to sell any securities in this account, for legal, c) regulatory or eligibility reasons.
- d) I am responsible for all commissions payable in respect of all trades in this account.
- My fixed income trades are valid until the end of the day, unless otherwise specified. I acknowledge that I e) am responsible for all trades, placed by me or my Dealer or my advisor and I must pay for the trade at the time the trade is placed.
- B2BBISI will provide me with the applicable Account Fee Schedule upon their opening of this account. I f) 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. I will pay B2BBISI any amounts owing to B2BBISI and any fees as outlined in the Account Fee Schedule. In addition, B2BBISI can sell securities in this account or otherwise deduct from this account any amounts a) owing to B2BBISI in respect of this account or any other of my accounts at B2BBISI. B2BBISI, as agent for B2B Trustco, may collect fees payable to B2B Trustco for Individual Pension Plans
- 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 h) for collecting fees. The hierarchy is as follows where the fee will be collected from the named investment in ascending order:
  - Cash
  - (ii) Money Maximizer
  - B2B Bank High Interest Investment Account (iii)
  - (iv) (v) Front-end money market funds/t-bill funds
  - Other front-end mutual funds
  - 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) Other deferred sales charge mutual funds (non-electronic) Front-end asset allocation mutual funds/dollar cost averaging mutual funds (xi) (xii)
  - (xiii) Front-end capped funds
  - Deferred sales charge asset allocation funds/dollar cost averaging mutual funds (xiv)
  - (xv) Deferred sales charge capped funds
  - Hedge funds, limited partnerships and note structured mutual funds/other mutual funds not easily (xvi) redeemable
  - (xvii) Labour-sponsored mutual funds
  - (xviii) Other mutual fund investments including exchange-traded funds
  - (xix) Other investments
- Ì will deliver any securities that I sell to B2BBISI promptly if not held by B2BBISI. If I do not, B2BBISI may purchase the security at my expense.
- B2BBISI will pay interest to this account on credit balances, or charge interest to this account on debit balances, at the applicable rate as posted from time to time.
- I will notify B2BBISI in writing about any errors or omissions within the time limits specified on confirmations, statements or other notices.
- For all accounts, including corporate, unincorporated organization, formal trust and estate accounts, I will provide any additional documentation as reasonably requested by B2BBISI.
- m) Each of B2BBISI 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 B2BBISI 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.

- n)
- I will advise B2BBISI of any changes to this account in writing. I acknowledge that any update to my personal information will apply to all accounts in my client record. If 0) my investment account is associated with B2B Bank Investment Loan, I authorize B2BBISI to share my personal information with B2B Bank and authorize B2B Bank to update my B2B Bank accounts with my updated personal information including my personal address (residential and mailing), phone and cell
- number(s), and email address. I acknowledge that B2B Bank, or any of its affiliates, successors or assigns (the "lender") may have a security interest in this account, and any securities or property held in it, in relation to a loan. B2BBISI is p) authorized to accept instructions from the lender in connection with the operation of this account and the realization of any security interest.
- B2BBISI may, from time to time, amend the terms of this Account Agreement, including introducing a new q) 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
- All transactions in this account are subject to the rules and regulations of the securities industry, as applicable, r) and the laws of the Province of Ontario. If I am a resident of the Province of Quebec, B2BBISI agrees to submit to the laws applicable in Quebec and to Quebec courts in the event of litigation between me and R2RRISI
- B2BBISI will act as principal in fixed income transactions. For trades in fixed income securities, for example, s) 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 B2BBISI 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. B2BBISI 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. B2BBISI will act as principal in currency conversions. The currency of the account(s) shall be as selected

- t) 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 B2BBISI, or others engaged by B2BBISI, and each may earn revenue, in addition to applicable commissions, based on the offference between the bid/ask rates for the currency and B2BBISI's, or others engaged by B2BBISI, 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.
- 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. 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 u) pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise . seulement.
- In the B2BBISI Investment Account Application and Account Agreement all singular references are deemed v) to be in the plural, as applicable.
- I acknowledge and agree that no transactions, other than the initial deposit, may be carried out in this w) account until the identification of the persons authorized to give instructions in respect of this account has been completed by my Dealer.

#### The following additional terms apply only to accounts held jointly or as tenants in common:

- The account is owned jointly by those persons signing the B2BBISI Investment Account Application and that ownership is in equal portions, unless otherwise specified if held as tenants in common. All of us are jointly and severally liable to B2BBISI for any debts, liabilities and obligations arising in connection X)
- y) with the account.
- B2BBISI may, without consulting any of the other account holder(s), act on orders for the account submitted 7) by any one of us, including authorization to receive confirmations, statements or other information and to buy, sell, deposit, withdraw, transfer, deliver and/or receive any and all account eligible securities and/or funds
- The transfer, delivery or payment of securities and/or funds may be made to any one of us or an account for any one of us, without any liability to B2BBISI. aa)
- All confirmations, statements, or other notices from B2BBISI will be mailed to the Applicant's address or bb) to the mailing address if one is provided. All such correspondence will then be considered to have been mailed to all of the account holders. Co-applicants may receive copies of statements upon request.
- On the death of any one of us, the deceased's portion of the account proceeds will be disposed of to the remaining account holder(s) if the account is held with rights of survivorship, or to the executor or administrator of the deceased's estate if it is held as tenants in common.
- On the death of any one of us, the remaining account holder(s) agrees to immediately advise B2BBISI, and dd) to provide such documentation as may reasonably be requested. B2BBISI reserves the right to restrict the account, as deemed necessary for tax, liability, or legal reasons, under any present or future law.
- e) The deceased's estate and the surviving account holder(s) continue to be jointly and severally liable for debts, liabilities and obligations resulting from transactions initiated prior to B2BBISI receiving written notice of death, or incurred in liquidating the account or adjusting the interests of the surviving account holder(s). The following additional terms apply only to informal In Trust For accounts:
- If this account is held In Trust For more than one individual (ie., beneficiary), each beneficiary's interest in ff) the account is deemed to be in equal portions.
- B2BBISI has no obligation to observe the terms of any trust and I am solely responsible for ensuring compliance with the terms of any applicable trust agreement, or applicable law. For accounts with co-applicants, all confirmations, statements, or other notices from B2BBISI will be mailed to the Applicant's address or to the mailing address if one is provided. All such correspondence will then be gg)
- hh) considered to have been mailed to all of the account holders.
- For accounts with co-applicants, on the death of any one of us, the remaining account holder(s) agrees to ii) immediately advise B2BBISI, and to provide such documentation as may reasonably be requested. B2BBISI reserves the right to restrict the account, as deemed necessary for tax, liability, or legal reasons, under any present or future law.

Oct 31, 2019

## (vi)

#### **Privacy Protection Notice**

B2B Bank Securities Services Inc. ("B2BBSSI"), B2B Bank Financial Services Inc. ("B2BBFSI") and B2B Bank Intermediary Services Inc. ('B2BBISI') 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

- (Method Catadian Intestor Protection Policitudin 22B Bank Financial Services Inc. and B2B Bank Internetially 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").
   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.
- Providing Your Information to the Companies: When you complete an application form or otherwise open 2. 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: make an investment
  - provide instructions to a Company about an investment you have already made; or В

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.

- 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:

  - identifying you and ensuring the accuracy of information contained in your client record; establishing and administering your account, determining, maintaining, recording, and storing account holdings, Ioan balances, and transaction information in your client record; B
  - C. executing transactions with or through a Company including transferring funds by electronic or other means
  - providing you and your Dealer with account statements, transaction confirmations, tax receipts, D 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; assisting your Dealer in determining the suitability of your investments;
  - F
  - E. 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:
  - Н meeting legal and regulatory requirements;
  - verifying information previously given by you with any other organization when necessary for the purposes provided in this Privacy Protection Notice; and
  - 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.

- Third Parties: 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.
- 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 B. 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.
- 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 С 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.
- 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 D. 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. Using Your Social Insurance Number: Each Company with whom you have an account is required by
- 5. 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). Employees and Agents Who Have Access to Your Client Record: Employees and agents of each Company
- 6. 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.
- 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.
- Right to Access and Rectify Personal Information: Under the Personal Information Protection and Electronic 8. 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 0Á3
- 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:

4.

Telephone: 416.964.0028 or 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:

- proxy-related materials, including annual reports and financial statements, that are sent in connection (a)
- with a securityholder meeting; annual reports and financial statements that are not part of proxy-related materials; and (b)
- required by corporate or security law to be sent to registered security holders that are not required by corporate or securities law to be sent to registered security holders.

#### 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

Top right hand corner 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

- 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.
- 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 c) Business PAD.
- You have certain recourse rights if a debit does not comply with this agreement. For example, you have the d) 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.cdnpav.ca
- You confirm that all persons whose signatures are required to authorize transactions in the bank account e) 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

#### **Definitions**

#### Definition of Politically Exposed Foreign Person

For purposes hereof "politically exposed foreign person" means a person who holds or has held one of the following offices or positions in or on behalf of a foreign state:

- head of state or head of government;
- member of the executive council of government or member of a legislature; (b)
- deputy minister or equivalent rank; (c)
- (d) ambassador or attaché or counselor of an ambassador;
- military officer with a rank of general or above; (e)
- president of a state-owned company or a state-owned bank; (f)
- head of a government agency; (g)
- judge of a supreme court, consitutional court or other court of last resort; leader or president of a political party represented in a legislature; or (h)
- (i)
- holder of any prescribed office or position.

#### **Definition of Prescribed Family Member**

For purposes hereof "prescribed family members" of a politically exposed foreign person, politically exposed domestic person and head of an international organization are:

- the person's spouse or common-law partner;
- a child of the person: (b)
- the person's mother or father; (c)
- the mother or father of the person's spouse or common-law partner; and (d)
- a child of the person's mother or father.

Please note that this will include half-sisters and half-brothers

#### Deposit Terms and Conditions

B2B Bank and/or any of its affiliates (including their respective successors and assigns), accept deposits including, but not limited to, Guaranteed Investment Certificates (the "Term Deposit(s)"), Money Maximizer and B2B Bank High Interest Investment Account (the "Non-Term Deposit(s)"). Term Deposit(s) and Non-Term Deposit(s) are collectively referred to as your "Deposit" and the reference "Deposit" includes any other Deposit that may be accepted by B2B Bank and/or any of its affiliates (including their respective successors and assigns) from time to time, such as cash balances (the "Cash Deposit(s)") in accounts administered by B2B Bank Financial Services Inc., B2B Bank Securities Services Inc., or B2B Bank Intermediary Services Inc. Each of B2B Bank, B2B Trustco, and/or any of their affiliates (including their respective successors and assigns) that accept Deposits is a member institution 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 and/or any of its affiliates (including their respective successors and assigns). "Dealer" means an individual or entity acting (or representing that it acts) in connection with your Deposit as your investment advisor, broker or dealer, or on behalf of 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).

#### Interest Calculation and Payment (b)

#### Cash Deposit(s) and Non-Term Deposits(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.

Term Deposit(s) (ii)

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. Guaranteed Repayment

#### (C)

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.

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 B22BBISI is authorized 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.
- 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.
- You have requested this application form and all other documents relating hereto to be in English. J'ai exigé que ce formulaire et tous les documents y afférant soient rédigés en anglais.

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#### **Definition of Politically Exposed Domestic Person**

For purposes hereof "politically exposed domestic person" means a person who holds or has held one of the following offices or positions referred to in any of items (a) to (j) in or on behalf of the federal government or provincial government or the office or position referred to in item (k) in a municipal government.

- Governor General, lieutenant governor or head of government;
- member of the Senate or House of Commons or member of a legislature;
- (c) deputy minister or equivalent rank;
- (d) ambassador, or attaché or counsellor of an ambassador;
- military officer with a rank of general or above; (e) (f)
  - president of a corporation that is wholly owned directly by Her Majesty in right of Canada or a province; head of a government agency;
- (g) (h) judge of an appellate court in a province, the Federal Court of Appeal or the Supreme Court of Canada:
- leader or president of a political party represented in a legislature;
- holder of any prescribed office or position; or (j)
- (k) mayor

#### Definition of Head of an International Organization

For purposes hereof "head of an international organization" means the head of an international organization that is established by the governments of states or the head of an institution of any such organization.

#### (d) Access to your Deposit

- 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.
- **Commission and Fees** (e)

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").

#### Joint and Several (q)

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).

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.

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.

## **Deposit Terms and Conditions (continued)**

#### ) 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.

#### (I) 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.

#### (0) 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.

#### (t) 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

The parties have expressly requested that this Agreement and all other related documents and notices be drawn up in English only.

Les parties ont expressément exigé que ce contrat ainsi que tous les documents et avis émis en vertu des présents ou s'y rattachant soient rédigés en anglais.

Sept. 30, 2016