



## **B2B Bank Intermediary Services Inc. Tax-Free Savings Group Account Application**

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### **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") Tax-Free Savings 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 Information

<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
Full residential address (not a P.O. box)			Apt.
City		Province	Postal code
Country of Residence		Citizenship	Social Insurance Number
Date of birth (mm/dd/yyyy)			
Cell telephone number	Residence telephone number	Business telephone number	# of Dependents
Email address			
Mailing address if different from above			Apt.
City		Province	Postal code
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)	

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 Information**Do you have a spouse/common law partner? If yes, complete this section  YES  NO

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

City	Province	Postal code
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Country of Residence	Language preference <input type="checkbox"/> English <input type="checkbox"/> French
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Citizenship	Social Insurance Number (Optional)	Date of birth (mm/dd/yyyy)
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Email address

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): \_\_\_\_\_

**5. Successor Holder and Beneficiary Designation (Optional)**

A. In the event of my death I hereby designate my spouse\*, if living at my death, as the successor holder of this B2BBISI Tax-free Savings Account to acquire all rights I have as the holder thereof. I reserve the right to revoke this designation.

Spouse's name	Spouse's Social Insurance Number
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\* Spouse refers to a person recognized as your spouse or common-law partner for the purposes of the *Income Tax Act* (Canada). The person you designate as your successor holder must be your spouse at the time of your death.

B. In the event that the successor holder designated by me in A predeceases me or where I have not named a successor holder in A, I hereby designate the following person as my designated beneficiary entitled to receive the proceeds of this B2BBISI Tax-free Savings Account in the event of my death. I reserve the right to revoke this designation.

Name	Relationship
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In the absence of a designated beneficiary or a successor holder, the proceeds of this B2BBISI Tax-free Savings Account will be paid to your Estate.

**Caution: 1. The validity of a designation of a beneficiary or successor holder is subject to the laws of the jurisdiction where you reside permitting designation made otherwise than by way of a will.**

2. Your designation of a successor holder and/or beneficiary to this B2BBISI Tax-free Savings Account by means of this designation form will not be revoked or changed automatically by any future marriage or divorce. Should you wish to change your successor holder or beneficiary in the event of a future marriage or divorce, you will have to do so by means of a new designation.

3. This designation of successor holder and/or beneficiary will apply to this B2BBISI Tax-free Savings Account only. If you have other tax-free savings accounts with B2B Trustco as trustee for which you want a successor holder or beneficiary to be designated, 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; and (ii) act as my agent and forward them on my behalf as a contribution to my B2BBISI Tax-free Savings Account ("TFSA").

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 my B2BBISI TFSA.

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/Applicant

**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, have any financial interest in this account?  YES  NO  
If yes, name the party \_\_\_\_\_
- b) Do you, the Applicant/Holder, wish to appoint another person(s) to have full power and authority over your account?  YES  NO  
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
- c) Do you, the Applicant/Holder, 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 <b>0</b>	Transit number	Account number
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Name of Financial Institution

Address

City	Province	Postal code
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**12. Identity Verification\***

Identity verification is required for each Applicant

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 federal legislation (Proceeds of Crime (Money Laundering) and Terrorist Financing Act) and CRA regulations, banking information must be obtained from all individuals authorized to give instructions on the account and the identity of all individuals with an interest in the account must be verified.

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/Holder 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.

**To: B2B Trustco, 199 Bay Street, Suite 600 PO Box 279 STN Commerce Court Toronto ON M5L 0A2**

Please file an election to register my qualifying arrangement under the *Income Tax Act* (Canada) and any applicable provincial or territorial legislation as a B2B Bank Intermediary Services Inc. tax-free savings account. I have received, read and agree to the terms of the Tax-free Savings Account Declaration of Trust attached and to all amendments that I may receive to these terms in the future. I agree to provide, on request, proof of age and such further information as may be required in connection with the registration and administration of my arrangement.

**X**

Signature of Applicant/Holder

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 resides?  YES  NO

c) Have you personally met the Applicant?  YES  NO

If yes, when? \_\_\_\_\_

d) How long have you known the Applicant? \_\_\_\_\_

e) How did you come to know the Applicant?  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) Tax-free Savings Account holder. In consideration of B2B Trustco (the "Trustee") and B2B Bank Intermediary Services Inc. ("B2BBSI") accepting this account, I acknowledge and agree that:

a) I have engaged my Dealer/advisor as my agent. B2BBSI 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. B2BBSI 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, B2BBSI 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 B2BBSI 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 B2BBSI

B2BBSI, 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. B2BBSI is also responsible for issuing account statements and trade confirmations and for most tax reporting. Nevertheless, for mutual fund transactions, B2BBSI relies on the manager of the mutual fund to issue trade confirmations.

**B2BBSI 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, B2BBSI 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.**

B2BBSI may pay a portion of its fees to my Dealer and my Dealer may pay a portion of its fees to B2BBSI. Fees for carrying dealer services and for the trustee services B2BBSI arranges to be provided by the Trustee are paid by me in accordance with the B2BBSI 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 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 B2BBSI 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) B2BBSI 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 B2BBSI to close this account without being charged the applicable fees as outlined in the Account Fee Schedule. For its annual fee, B2BBSI 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 B2BBSI any amounts owing to them and any fees as outlined in the Account Fee Schedule. In addition, the Trustee and/or B2BBSI can sell securities in this account or otherwise deduct from this account any amounts owing to them.

h) B2BBSI 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. B2BBSI 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

(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) I acknowledge that B2B Bank, its affiliates, successors or assigns (the "lender"), may have a security interest in this account, and in any securities or property held in it, in relation to a loan. B2BBSI is authorized to accept instructions from the lender in connection with the operation of this account and the realization of any security interest.

t) 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

## Tax-Free Savings Account Declaration of Trust

We, B2B Trustco, are a trust company incorporated under the laws of Canada with our head office located at 199 Bay Street, Suite 600 PO Box 279 STN Commerce Court Toronto ON M5L 0A2. You are the applicant/holder as defined in the *Income Tax Act*, named in the B2B Bank Intermediary Services Inc. Tax-free Savings Account Application ("Application"). We will act as the trustee of a B2B Bank Intermediary Services Inc. Tax-free Savings Account ("Arrangement") for you on the following terms and conditions. You acknowledge that we have retained B2B Bank Intermediary Services Inc. ("Administrator") as our agent to perform on our behalf certain of our duties and responsibilities under this declaration.

1. **Acceptance and Registration:** If we agree to act as trustee of your Arrangement, we will file with the Minister of National Revenue, in the form and manner and within the time prescribed, an election to register the Arrangement as a tax-free savings account ("TFSA") under the *Income Tax Act* (Canada) (such Act and the Regulations thereto, as amended from time to time, being hereinafter referred to as the "Tax Act"). We will also apply to register the Arrangement under any applicable income tax legislation in the province or territory of residence indicated by you in the Application. The Arrangement will comply with, and you will be bound by, the terms and conditions from time to time imposed on your Arrangement by the Tax Act and any other applicable legislation. If we decline to act as trustee, you or a Dealer (as defined below) will be notified and any amounts received by us as contributions will be returned.

2. **Purpose and Use:** The Arrangement will be maintained for the exclusive benefit of the holder (as defined below), disregarding any right of a person to receive a payment out of or under the Arrangement only on or after the death of the holder. Contributions accepted by us for your Arrangement will be used, invested and applied for the purpose of the making by us of distributions (as defined below) under the Arrangement to the holder in accordance with the Tax Act. While there is a holder of the Arrangement, no person other than us and the holder shall have any rights under the Arrangement relating to the amount and timing of distributions and the investing of monies. In this declaration: "holder" means, until your death, you, and at and after your death, your validly designated successor holder (as described in Section 12 hereof), if any; and "distribution" means any payment made under the Arrangement in full or partial satisfaction of the holder's interest in the Arrangement that is considered a distribution from a TFSA for purposes of the Tax Act.

3. **Minimum Age:** At the time of entering into the Arrangement, you represent that you have attained the minimum age as specified in the Tax Act for entering into a TFSA.

4. **Dealer:** In this declaration, a "Dealer" refers to an individual or entity acting (or representing that it acts) in connection with your Arrangement 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 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 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.

5. **Your Responsibility:** You are responsible for:

- (a) selecting investments for your Arrangement 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 Arrangement do not exceed the maximum contribution limits permitted by the Tax Act and that you do not make contributions to your Arrangement while you are a non-resident of Canada;
- (c) ensuring that the investments held in your Arrangement are at all times qualified investments, and are not prohibited investments, for your Arrangement under the Tax Act; and
- (d) providing us with information relevant to whether an investment held is a non-qualified investment under the Tax Act.

You acknowledge and accept responsibility for these matters and undertake to act in the best interest of your Arrangement. You confirm that we are not responsible for your failure to comply with any of these matters or for any related loss in the value of your Arrangement. You confirm that we are not responsible for any related taxes, interest or penalties imposed on you or your Arrangement, except for those taxes, interest and penalties, if any, imposed on us by the Tax Act that are not reimbursable to us from your Arrangement 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

## Tax-Free Savings Account Declaration of Trust (continued)

our agent or the agent of any of our affiliates. You will take all necessary measures to immediately liquidate any non-qualified investment under the Tax Act, and in the alternative, hereby authorize us 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 we be obligated to liquidate or to give instructions to liquidate except as specifically authorized by you in writing.

**6. Our Responsibility:** We are ultimately responsible for the administration of your Arrangement. We are not authorized to select investments for your Arrangement and will not assess the merits of any investment selected by you or a Dealer. We are not responsible for providing any investment, tax or other advice to you or a Dealer; nor are we responsible for any advice that you obtain from a Dealer or any other source. Except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Arrangement under the Tax Act, if any, and notwithstanding any other provision of this declaration, we shall not be liable for any taxes, interest and penalties suffered as a result of any act done by us 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, we shall not be liable for any loss suffered as a result of any act done by us in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. We are 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.

**7. Contributions to your Arrangement:** You may make contributions to your Arrangement. If your Arrangement is a Group TFSA as indicated in your Application, the company named in your Application for the purposes of Group TFSAs may remit contributions to your Arrangement on your behalf. We will also accept a transfer to your Arrangement from any source permitted by the Tax Act from time to time, including a transfer to the Arrangement from another TFSA held by you or from a TFSA of your spouse or former spouse where the transfer relates to a division of property arising on the breakdown of your marriage or common-law partnership, in accordance with the Tax Act. We may accept or for any reason refuse to accept all or any portion of a contribution or transfer of cash, securities or other assets to your Arrangement. No person other than the holder may make contributions under the Arrangement.

**8. Investments:** We may accept and act on any investment instructions that we believe in good faith to be given by you or a Dealer on your behalf. The assets of your Arrangement will be invested and reinvested from time to time according to your investment instructions or those of a Dealer in investments permitted by the Administrator. We are not authorized to select investments for your Arrangement and will not assess the merits of the investments selected by you or a Dealer. Subject to such investments being permitted by the Administrator, in selecting investments for your Arrangement 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 Arrangement and the requirement to provide information concerning whether an investment held is a non-qualified investment under the Tax Act. Notwithstanding any other provision in this declaration, we may for any reason refuse to act on any investment instruction and we will not be liable for any resulting loss. In the absence of satisfactory investment instructions, cash received by us in connection with your Arrangement will be converted into the currency denomination of your Arrangement and will be invested in an interest-bearing cash deposit as part of our guaranteed funds. We will credit your Arrangement with interest, as calculated by us, at the rate published by us from time to time for such deposits. Any interest in excess of the published rate will be for our account and we may pay a portion of this excess to any agent that we appoint to provide services in connection with your Arrangement. Interest will not be paid to your Arrangement unless interest earned on such deposits is more than the specified minimums published by us or the Administrator from time to time. If it is necessary for cash or other assets held in your Arrangement to be converted to another currency, we, our affiliate, our agent or a person engaged by us may act as principal on our or its own behalf and not on your behalf to convert the currency at the rate established by us or if for the relevant conversion date. In addition to commissions that may be charged for this service, any revenue earned by us or other service provider based on the difference between the applicable bid/ask rates and the cost of currency will be for our account or the account of the other service provider.

**9. Distributions:** Following receipt of satisfactory instructions from you or a Dealer, we will pay distributions from your Arrangement to you for any purpose. Without limiting the generality of the foregoing, following receipt of satisfactory instructions from you or a Dealer, we will pay distributions to reduce the amount of tax otherwise payable by the holder in respect of contributions made while a non-resident of Canada or contributions in excess of the maximum contribution limits for TFSAs permitted by the Tax Act or under Part XI.01 of the Tax Act. To the extent permitted under applicable laws, we hereby authorize you to execute or initiate debit transactions against deposit accounts offered by us or any of our affiliates and held in your Arrangement from time to time. You acknowledge that any such debit transaction shall be treated as a distribution from this Arrangement to you. If the value of your Arrangement is less than \$500, we may make a distribution to you from your Arrangement equal to the value of your Arrangement. We may transfer or realize any investment of your Arrangement selected by us for the purpose of making a distribution to you and will not be liable for any resulting loss. Distributions will be made net of all proper charges. If your Arrangement does not have sufficient cash to pay these charges, we will be entitled to require you to pay these charges.

**10. Transfers from your Arrangement:** Following receipt of satisfactory instructions from you or a Dealer, we will transfer all or any part of the assets held in connection with your Arrangement (less all proper charges) to the issuer or agent of the issuer of another TFSA held by you or of a TFSA of your spouse or former spouse where the transfer relates to a division of property arising on the breakdown of your marriage or common-law partnership, in accordance with the Tax Act. If your Arrangement is a Group TFSA as indicated in your Application, you hereby appoint the company named in your Application for the purposes of Group TFSAs, as your agent for the purpose of instructing us to transfer the assets of your Arrangement and signing documents necessary to effect the transfer. If we receive instructions to transfer some of the assets of your Arrangement, we may request instructions to transfer all the assets of your Arrangement and we may delay the transfer until after we receive the requested instructions. If we have not received the requested instructions within 30 days of our request or if the issuer of the recipient TFSA refuses to accept the transfer of any assets of your Arrangement, the assets that have not been transferred may, at our option, be transferred or paid to you (less any proper charges). In the absence of satisfactory instructions, we may sell or transfer any assets of your Arrangement selected by us to effect the transfer and will not be liable for any resulting loss or foregone gains. 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 Arrangement.

**11. Successor Holder and Beneficiary Designation:** If you are domiciled in a jurisdiction which by law permits you to validly designate a successor holder or a beneficiary for your Arrangement other than by Will, you may designate: (a) your spouse as successor holder of your Arrangement; or (b) a beneficiary to receive the proceeds of your Arrangement in the event of your death. You may make, change or revoke your designation by written notice to us signed by you in a form acceptable to us or by validly executed Will. Any designation, amended designation or revoked designation will be valid on the day following its receipt by us or, in the case of a validly executed Will, as of the day of execution of the Will. We will not accept beneficiary designations that are irrevocable.

**12. Death:** Upon receipt of satisfactory evidence of your death, we will continue to hold the assets of your Arrangement for your surviving spouse, provided he or she is the successor holder of your Arrangement. If your spouse becomes the successor holder of your Arrangement, he or she will acquire all of your obligations and rights as holder of the Arrangement (including the unconditional right to revoke any beneficiary designation or similar direction made or imposed by you under the Arrangement or relating to property held in connection with the Arrangement), and references herein to "you" will be deemed to refer to him or her. Notwithstanding the foregoing, a successor holder may not designate a subsequent spouse to hold the Arrangement after his

or her death pursuant to paragraph (a) of Section 11 hereof. If your spouse is not the successor holder, we will hold the assets of your Arrangement 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 Arrangement will be paid to your legal representatives. The lump sum payment will be paid subject to the deduction of all proper charges after we receive all releases and other documents that we request.

**13. Use as Security for a Loan:** You may not use your interest or, for civil law, right in the Arrangement as security for a loan or other indebtedness unless agreed by us in writing. If agreed to, then

- the terms and conditions of the indebtedness must be those which persons dealing at arm's length with each other would have entered into;
- it must be reasonable to conclude that none of the main purposes for such use is to enable a person (other than the holder) or a partnership to benefit from the exemption from tax provided by the Arrangement; and
- to the extent that the provisions of the first and third sentences of Section 2 hereof or the provisions of Section 10 hereof regarding a transfer to another TFSA held by you are inconsistent with using an interest or right in the Arrangement as security for a loan or other indebtedness, they will not apply.

**14. No borrowing:** The trust governed by the Arrangement is prohibited from borrowing money or other property for the purposes of the Arrangement.

**15. Prohibition:** Except as specifically permitted under the Tax Act, no benefit, loan or indebtedness that is conditional in any way on the existence of your Arrangement or other advantage within the meaning of the Tax Act 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 or a swap transaction under Part XI.01 of the Tax Act. Your interest or right in your Arrangement may not be used as security for a loan or other indebtedness except as provided in Section 13 hereof. We will not make any payments from your Arrangement except those specifically permitted under the provisions of this declaration or the Tax Act or required by law. We reserve the right to prohibit any transaction, investment, payment or transfer, whether an advantage 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.

**16. Date of Birth and Social Insurance Number:** The statement of your 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 us.

**17. Accounting and Reporting:** We will maintain an account of your Arrangement reflecting, with appropriate dates: (a) contributions to your Arrangement; (b) the name, number and cost of investments purchased or sold by your Arrangement; (c) income and other amounts received by your Arrangement; (d) cash; (e) distributions, transfers and expenses paid from your Arrangement; and (f) the balance of your account. We will send you a statement of your account at least once a year. Within the time prescribed by the Tax Act, we will provide any applicable tax reporting.

**18. Fees and Expenses:** We may charge you or your Arrangement fees as published by us or the Administrator from time to time. We will give you at least 30 days notice of any change in our account fees. In addition, we are entitled to charge your Arrangement fees for out-of-the-ordinary services requested by you or a Dealer in connection with your Arrangement and we are entitled to reimbursement from your Arrangement for all disbursements, expenses and liabilities incurred by us in connection with your Arrangement except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Arrangement 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 Arrangement; 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 Arrangement except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Arrangement under the Tax Act. We are entitled to deduct the unpaid fees, disbursements, expenses and liabilities from the assets of your Arrangement or, except where prohibited by the Tax Act, any other account held by you with us or any of our affiliates and for this purpose we are authorized, but not obliged, to realize sufficient assets of your Arrangement or such other account selected by us. We will not be responsible for any resulting loss. Except where prohibited by the Tax Act and notwithstanding any other provision of this declaration, we are entitled to deduct from any other account held by you with us or any of our affiliates those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Arrangement under the Tax Act.

**19. Tax imposed on you or your Arrangement:** If your Arrangement becomes liable for tax, interest or penalties under the Tax Act or provincial legislation, we may sell any investment of your Arrangement to pay the liability. We may, but are not obliged to, sell or otherwise dispose of any investment of your Arrangement to avoid or minimize the imposition of tax, interest or penalties on you or your Arrangement. Except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Arrangement under the Tax Act, if any, we will not be liable for any tax, interest or penalty imposed on you or your Arrangement. We will not be liable for any loss resulting from the disposition or failure to dispose of any investment held by your Arrangement.

**20. Delegation of Duties:** We may appoint agents (including our affiliates) and may delegate to our agents the performance of any of our duties or responsibilities under this declaration including but not limited to administrative duties such as accepting contributions to your Arrangement, executing investment instructions, safekeeping the assets of your Arrangement, account and record keeping, preparing and issuing statements and tax forms, communicating with you, a Dealer or legal representatives and responding to your or their concerns. We may also employ or engage accountants, brokers, lawyers or others and may rely on their advice and services. We will not be liable for the acts or omissions of any of our 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. We may pay to any agent, advisor, service provider or Dealer and the Administrator may pay to us all or part of the fees received by us under the provisions of this declaration and/or a fee calculated by reference to currency converted in your Arrangement.

**21. Indemnity:** None of us, our officers, employees, the Administrator and other agents will be liable for and are indemnified by you and your Arrangement from and against all expenses, liabilities, claims, losses and demands of any nature arising out of the holding of the assets of your Arrangement; the dealing with the assets of your Arrangement in accordance with instructions which we, our officers, employees or agents believe 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 Arrangement in accordance with this declaration.

**22. Amendments:** From time to time, we may amend this declaration with the approval of the appropriate revenue authorities provided that the amendment does not disqualify your Arrangement as a TFSA under the Tax Act or other legislation. Any amendment to ensure that your Arrangement 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.

**23. Successor Trustee:** We 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 successor trustee. If the Administrator is unable to appoint a successor trustee of your Arrangement within 30 days of being appointed, then we may nominate you to appoint a successor trustee by providing notice to you. Upon acceptance of the office of trustee of your Arrangement, the successor trustee will be trustee of your Arrangement as if it had been the original declarant of your Arrangement and your Arrangement continues in full force and effect with the successor trustee. At the time of the appointment of the successor trustee, we will be relieved of all duties and liabilities under this declaration. If you are unable to appoint a successor



## Tax-Free Savings Account Declaration of Trust (continued)

trustee who accepts the office of trustee of your Arrangement within 60 days of you being nominated to appoint a successor trustee, the assets of your Arrangement net of all proper charges will be withdrawn from your Arrangement and transferred to you and we will be relieved of all duties and liabilities under this declaration.

- 24. Notice to you:** Any notice, request or other communication required or permitted to be given to you by us 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 us. For greater certainty, we are not responsible for verifying the accuracy or currency of any address provided to us. 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.
- 25. Notice to us:** Except as otherwise provided in this declaration, any notice, request or other communication required or permitted to be given to us by you or a Dealer must be in writing and will be sufficiently given if it is in a form satisfactory to us and is received by the Administrator by pre-paid mail, courier or telecopier addressed to us or the Administrator at the address for the Administrator last provided to you. We are permitted but not obliged to accept and act on a notice, request or other communication given to us by you

or a Dealer by internet, electronic transmission or telephone. We may for any reason refuse to act on any notice, request or other communication given to us by you or a Dealer and we will not be responsible for any resulting loss. 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 the Administrator.

- 26. 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.
- 27. 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.
- 28. Specimen Plan:** TFSA 04170098.

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. ("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 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:
- make an investment;
  - provide instructions to a Company about an investment you have already made; or
  - 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:
- 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, loan balances, and transaction information in your client record;
  - 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, 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;
  - informing you of products and services offered by a Company, its affiliates, or any enterprise that has been duly designated by a Company;
  - 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;
  - 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.

### 4. 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 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 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 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 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](mailto: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 with a securityholder meeting;
- annual reports and financial statements that are not part of proxy-related materials; and
- 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

- 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.
- 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 Business PAD.
- 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](http://www.cdnpay.ca).
- You confirm that all persons whose signatures are required to authorize transactions in the bank account provided have signed this agreement.
- 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](http://www.cdnpay.ca).

- 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.
- 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.
- 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 afférent soient rédigés en anglais.

7/20

## 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](http://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.

- 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**
  - 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)**

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**

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

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](http://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.

- 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**

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](http://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](http://b2bbank.com).

- 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

- Changes to Depositor Record**

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.

- 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.

## Deposit Terms and Conditions (continued)

### (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.

### (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**

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