



APPLICATION FORM
(check off service or services selected)
 Telephone Service

MODIFICATION
 Internet Service

Account Number:

| | | | | | | |
|--------|--|----------------|--|--|--|--|
| BRANCH | | ACCOUNT NUMBER | | | | |
|--------|--|----------------|--|--|--|--|

Access Number: _____

| Business Information | | | |
|---------------------------------------|---------------|---------------|----------|
| Name of Business (in capital letters) | | | |
| Mailing Address (Street and No.) | | City | Province |
| | | Postal Code | |
| Telephone () | Fax () | Email Address | |

| Information required for identification purposes | | | | | | | | | | | | | | | | | | | | | |
|--|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Enter a <u>word</u> or <u>phrase</u> (maximum of 16 characters) as your personalized identification code. You must provide this code when making any requests for modifications. | | | | | | | | | | | | | | | | | | | | | |
| Personalized Identification (Mandatory for security reasons) | Business ID <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> <td style="width: 15px; height: 15px;"></td> </tr> </table> | | | | | | | | | | | | | | | | | | | | |
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In order to obtain your access number and initial password, please call the Telebanking Centre at 1.866.334.4434. Your request will be processed within 48 business hours of receiving the original documents.

| The above information has been verified by an authorized B2B Bank employee. | | | | |
|---|-----------|---------------------|---------------|---------|
| Name | Signature | Telephone () | Fax () | Transit |

Please mail the original documents to:
B2B Bank
 199 Bay Street, Suite 600
 PO Box 279 STN Commerce Court
 Toronto ON M5L 0A2

| Agreement governing the use of B2B Bank Telephone Services and Internet for Businesses |
|---|
| <p>WHEREAS B2B Bank offers a service that allows the Business to access some of its banking products (as determined from time to time by the Bank) and to conduct certain transactions by means of the B2B Bank telephone services and/or Internet;</p> <p>WHEREAS the Business has signified its intention to sign up for the service or services;</p> <p>CONSEQUENTLY, the parties agree to the following:</p> <p>1. PREAMBLE. The preamble is an integral part of this Agreement.</p> <p>2. DEFINITIONS. “Bank” refers to B2B Bank; “access number” is the confidential access code assigned to the Business when the latter signs up for the services, and is to be used by the Business to access the services; “Telebanking Centre” refers to the B2B Bank Telebanking Centre providing the services; “password” is the confidential password given upon first use of either service and must be modified by the Business when first using either service; “transaction” means any transaction allowed by the Bank as part of its services; “service” means all the services offered from time to time as part of the Bank telephone services and services provided by means of computer access and described as being Internet services, said services may be modified from time to time by the Bank.</p> <p>3. ENROLLMENT. Signing up for the services provides the Business with access to the B2B Bank telephone and/or Internet service to conduct certain banking operations, either by telephone or by means of a computer network, using a confidential access number and password. The banking operations allowed are listed in the Fee Schedule.</p> <p>4. USE. The Business must use the services in accordance with the Bank’s instructions, which may be modified from time to time by the Bank. Enrolment and use of the services constitute proof acceptance of the terms and conditions of this Agreement.</p> <p>5. OPERATIONS. Any transaction made by means of the services will be processed by the Bank in accordance with the terms and conditions indicated in the Agreement.</p> <p>6. CONFIDENTIALITY. To access the service, the Business must use its access number and password. The Business agrees to keep its access number and password confidential. The Business agrees to apply reasonable preventive methods so that its access number and password remain confidential. The Business must not act in a negligent manner, by revealing for example its access number and password to anyone not authorized to use the services,</p> |

Agreement governing the use of B2B Bank Telephone Services and Internet for Businesses (continued)

or by writing them down in readily accessible documents, or by using as a password personal data (such as date of birth, name, telephone number, address), a PIN number already in use or an existing account number. The Business agrees to inform the Telebanking Centre as soon as the confidential nature of the access number or password is compromised, lost or in the presumed possession of a third party. The Business must inform the Telebanking Centre of same by telephone. The Business also agrees under such circumstances to take the necessary steps to change its access number or password according to instructions received by the Bank. It is recommended that the Business change its password frequently.

7. CONSENT. The Business admits and agrees that any instructions given and/or transactions conducted by using the services via the confidential access number and password constitute the Business's consent to said instructions or operation, just like transactions authorized by means of a written signature. The Bank is therefore not obligated to conduct any additional verification. The Bank reserves the right, however, to verify and authorize or deny any transaction, if it deems it necessary. The Business also agrees that instructions or operations conducted by means of the access number and password, whether carried out by one of the users authorized by the Business or by a third party and with or without the Business's consent or knowledge, bind the Business and render it responsible to the Bank, so long as the Bank is not informed of the loss of the confidential nature of the access number and/or password.

Moreover, the Business agrees to modify its password on a regular basis. The Business is responsible for immediately modifying its password when an employee authorized to use service or another employee who knows the password leaves his/her employment or when his/her duties toward the Business change.

8. UNAUTHORIZED TRANSFER. The Business may not make, by means of the services, any transfer between 2 suffixes of the same account that exceeds the balance of the account on which the amount is deducted.

9. FEES. The Business agrees to pay the Bank the fees which are set by the Bank for the services and which were explained to the Business when it signed up for the service. The Business authorizes the Bank to collect these fees from the account used or from any other account selected by the Business.

10. RESPONSIBILITY. The Bank offers no guarantee regarding the B2B Bank telephone and Internet services, and is not responsible for acts or omissions on-line or on the part of Internet service providers. The Business releases the Bank from any responsibility regarding delays, damages or inconveniences caused by the failure or poor operation of the services or by its inability to access the services.

The Bank will in no case be responsible toward the Business or toward any other person for any damages whatsoever (including damages, losses or any direct, indirect, special, incidental, exemplary or punitive expenses) that might occur in using the services or being unable to use the services, or for any defects in performance, errors, omissions, interruptions, operational or transmission delays, computer viruses, breakdown and system or power failure, loss of information, unauthorized use or reproduction of the site, the information it contains or otherwise, even if the Bank or its representatives are informed of the possibility of such damages, losses or expenses.

11. CANCELLATION OF AGREEMENT. The Bank may terminate, for any reason whatsoever, this Agreement or the service, without notice and without incurring responsibility. The Business may at any time terminate this Agreement by contacting B2B Bank Telebanking Centre.

12. RECORDING. The Bank may record any telephone conversation that the Business or its authorized representative may have with an employee of the Telebanking Centre.

13. STATEMENTS. Copies of statements and records prepared by the Bank (in no matter what form) as well as any recordings made by the Bank concerning transactions made by means of the services will be proof of these transactions, as if they were original documents.

14. KEEPING DOCUMENTS AND PROOF. Recording electronic banking operations on computer support constitutes conclusive proof of these banking operations and binds the Business, in the event of any dispute or legal proceedings with the Bank.

15. MODIFICATION. The Bank may modify, at any time, this Agreement or the applicable fees by posting the changes on the Internet or by sending written notice with the account statement the Business receives. These modifications will come into effect within 60 days of the posting or within 30 days of sending written notice. Use of the service following any modifications constitutes the Business's consent to the modifications.

16. OTHER AGREEMENTS. All the conditions specified in the HISA application/banking services Agreement in effect between the Business and the Bank remain in effect and apply in the same way as this present Agreement. However, in case of any divergence between this Agreement and the account opening Agreement with regard to the use of these services, the present Agreement takes precedence.

As the Business's authorized signing officer, I acknowledge having read the terms and conditions of the Agreement Governing the Use of the B2B Bank Telephone Services and Internet for Businesses and I agree to be bound by this Agreement, as attested by my signature below.

Signed at _____

Business Name

On _____

Signature of Business's Authorized Signing Officer

Signature of Business's Authorized Signing Officer