



B2B Bank TFSA Loan Application Distribution Alliance Program

In order to avoid delays in processing, please:

- complete all client identification information (section 3 and 4) fully and accurately, including employment details
- submit all required documents relating to the loan requirements (see page 9 for checklist)
- if you are the Designated Advisor and also the Borrower, please have another licensed advisor sign authorization section 13 on page 8 of this application

Send all pages of this completed application by mail or fax to:

B2B Bank, Investment Lending*
199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto, Ontario M5L 0A2
Fax #: 416.941.7714

*Some Distribution Alliance Programs may require original documents to be sent to a different address. Check the details of your specific program.



B2B Bank TFSA Loan Application Distribution Alliance Program

Language preference English French

Offer ID: E1012 EASE #: _____

1. Designated Advisor information

| | | | |
|---------------------------|-------------------------|------------------|----------------|
| Dealer number | Dealer or Company name | Email | |
| Designated Advisor number | Designated Advisor name | Phone () | Fax () |

2. Loan details

New Loan OR Change existing Loan options Existing Loan number (if applicable): _____

Program:
Distribution Alliance Program: Trade Finance

Distribution Alliance Program TFSA Account #: _____ → Amount: \$ _____
 Payout of Loan #: _____ → Amount: \$ _____
 Other account #: _____ → Amount: \$ _____

Total Loan Amount:\$ _____

Proceeds will be made payable to Mackenzie Investments.

Amortization: _____ months
 First payment date (mm/dd/yyyy): _____

3. Primary Borrower information

Mr. Mrs. Ms. Miss

| | | | | |
|---|------------------------------|------------------------------|--|--------------|
| Last name | | First name | | Initial |
| Social Insurance Number (optional) | Citizenship | Date of birth (mm/dd/yyyy) | Marital status | |
| Home address (street # & name, apt. #) (not only a P.O. Box number) | | | <input type="checkbox"/> Homeowner <input type="checkbox"/> Renter | Since (yyyy) |
| | | | <input type="checkbox"/> With parents | |
| City | Province | Country of residence | Postal code | |
| Home phone number () | Cell phone number () | Work phone number () | | |
| Previous home street address (if at current address for less than two years) (not only a P.O. Box number) | | | | |
| City | | Province | | Postal code |
| E-mail address | | | | |

Identity Verification

Please provide details of two valid pieces of identification (including one with photo) one of which must be Type 1 identification. Refer to checklist on page 9 for examples of acceptable pieces of identification.

| | | |
|----------------------------------|-------------------|--|
| Full name as it appears on ID | Issuing authority | Date of issue (if applicable) (mm/dd/yyyy) |
| ID Type | ID number | Expiry date (mm/dd/yyyy) |
| ID Place of issue (jurisdiction) | Issuing Country | Verification date (mm/dd/yyyy) |
| Full name as it appears on ID | Issuing authority | Date of issue (if applicable) (mm/dd/yyyy) |
| ID Type | ID number | Expiry date (mm/dd/yyyy) |

SEE OVERLEAF

| 3. Primary Borrower information (continued) | | | |
|---|----------------------------|---|-------------------|
| ID Place of issue (jurisdiction) | Issuing Country | Verification date (mm/dd/yyyy) | |
| Have you previously declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes," date of discharge: _____ | | | |
| Employment status (If Self-Employed please enter line 150 from your latest NOA in the Gross personal annual income field) <input type="checkbox"/> Employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Self-Employed <input type="checkbox"/> Commissioned Sales <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/> Other: _____ | | | |
| Employer/Business name | | | Months of service |
| Employer/Business street address (not only a P.O. Box number) | | Employer/Business phone number | |
| City | Province | Postal code | |
| Industry/Type of Business (examples: entertainment, food service) | | Detailed Occupation (examples: actor, cook) | |
| Gross personal annual income \$ | | | |
| Previous employer/business name if employed at current employer for less than two years | | | Months of service |
| Previous employer/business street address (not only a P.O. Box number) | | Previous employer/business phone number | |
| City | Province | Postal code | |
| Previous Industry/Type of Business (examples: entertainment, food service) | | Previous Detailed Occupation (examples: actor, cook) | |
| 4. Co-Borrower information | | | |
| <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Miss | | | |
| Last name | First name | Initial | |
| Social Insurance Number (optional) | Citizenship | Date of birth (mm/dd/yyyy) | Marital status |
| Home address (street # & name, apt. #) (not only a P.O. Box number) <input type="checkbox"/> Same as Primary Borrower | | <input type="checkbox"/> Homeowner <input type="checkbox"/> Renter <input type="checkbox"/> With parents | Since (yyyy) |
| City | Province | Country of residence | Postal code |
| Home phone number () | Cell phone number () | Work phone number () | |
| Previous home street address (if at current address for less than two years) (not only a P.O. Box number) | | | |
| City | Province | Postal code | |
| E-mail address | | | |
| Identity Verification | | | |
| Please provide details of two valid pieces of identification (including one with photo) one of which must be Type 1 identification. Refer to checklist on page 9 for examples of acceptable pieces of identification. | | | |
| Full name as it appears on ID | Issuing authority | Date of issue (if applicable) (mm/dd/yyyy) | |
| ID Type | ID number | Expiry date (mm/dd/yyyy) | |
| ID Place of issue (jurisdiction) | Issuing Country | Verification date (mm/dd/yyyy) | |
| Full name as it appears on ID | Issuing authority | Date of issue (if applicable) (mm/dd/yyyy) | |
| ID Type | ID number | Expiry date (mm/dd/yyyy) | |
| ID Place of issue (jurisdiction) | Issuing Country | Verification date (mm/dd/yyyy) | |

4. Co-Borrower information (continued)

Have you previously declared bankruptcy? Yes No If "Yes," date of discharge: _____

Employment status (If Self-Employed please enter line 150 from your latest NOA in the Gross personal annual income field)

Employed Unemployed Self-Employed Commissioned Sales Retired Student Other: _____

| | |
|------------------------|-------------------|
| Employer/Business name | Months of service |
|------------------------|-------------------|

| | |
|---|--------------------------------|
| Employer/Business street address (not only a P.O. Box number) | Employer/Business phone number |
|---|--------------------------------|

| | | |
|------|----------|-------------|
| City | Province | Postal code |
|------|----------|-------------|

| | |
|---|---|
| Industry/Type of Business (examples: entertainment, food service) | Detailed Occupation (examples: actor, cook) |
|---|---|

Gross personal annual income
\$ _____

| | |
|---|-------------------|
| Previous employer/business name if employed at current employer for less than two years | Months of service |
|---|-------------------|

| | |
|--|---|
| Previous employer/business street address (not only a P.O. Box number) | Previous employer/business phone number |
|--|---|

| | | |
|------|----------|-------------|
| City | Province | Postal code |
|------|----------|-------------|

| | |
|--|--|
| Previous Industry/Type of Business (examples: entertainment, food service) | Previous Detailed Occupation (examples: actor, cook) |
|--|--|

5. Financial details

| Assets | Liabilities | Creditor(s) | Monthly payments | Total amount |
|--|--|-------------|------------------|--------------|
| Residence (est. market value) \$ _____ | Mortgage | | \$ _____ | \$ _____ |
| Other real estate \$ _____ | Other mortgages | | \$ _____ | \$ _____ |
| Registered savings \$ _____ | Condo fees (if applicable) | | \$ _____ | \$ _____ |
| Cash/Liquid assets \$ _____ | Line(s) of credit | | \$ _____ | \$ _____ |
| Other investments \$ _____ | Personal loan(s) | | \$ _____ | \$ _____ |
| Other \$ _____ | Credit card(s) | | \$ _____ | \$ _____ |
| Other \$ _____ | Other | | \$ _____ | \$ _____ |
| Total Assets \$ _____ | Total Liabilities | | \$ _____ | \$ _____ |
| | Net Worth (Assets minus Liabilities) | | | \$ _____ |

6. Application for and disbursement of Loan

I (and in the case of a Co-Borrower, We) hereby apply for a loan (the "Loan") in the amount and upon the Terms and Conditions mentioned in the present application form and sections 1 to 29 of the Terms and Conditions of this agreement (collectively, the "Agreement"). I/We hereby authorize and direct B2B Bank (the "Bank"), upon approval of this application, to advance and disburse the Loan proceeds in accordance with the instructions provided on my/our behalf by the Designated Advisor. The foregoing authorization is irrevocable except as set forth in sections 12 and 29 of the Terms and Conditions. All proceeds of the Loan are to be disbursed for the purchase of TFSA-eligible investments to be held in the Borrower's TFSA(s). Proceeds will be forwarded to one of B2B Bank Financial Services Inc., B2B Bank Securities Services Inc. and B2B Bank Intermediary Services Inc. (collectively "B2B Bank Dealer Services") for deposit into a TFSA, or to the Distribution Alliance indicated above in section 2 for contribution into the borrower's TFSA. Following the disbursement of the Loan proceeds, the interest will accrue as provided herein.

7. Demand note

Pursuant to this Agreement, and upon advancement of the Loan proceeds, for value received, I hereby promise to pay on demand to the order of the Bank at 199 Bay Street, Suite 600, PO Box 279 STN Commerce Court, Toronto, Ontario M5L 0A2 the amount of _____ dollars (\$ _____), (the "Principal"), with interest thereon under, at a variable rate being a rate equal to:

prime rate + _____% per annum (the "Variable Interest Rate");

all such interest to be calculated daily from the date that the Loan proceeds are advanced, and payable monthly both before and after demand, default or judgement, until payment in full, with interest at the same rate on all overdue interest. On the date hereof, the Prime Rate is _____% per annum. Prime Rate means the annual interest rate announced by the Bank from time to time as being its reference rate then in effect (the "Prime Rate"). The current Prime Rate is available on the Bank's web site, **b2bbank.com** or by calling B2B Bank at 1.800.263.8349.

I agree that the applicable Variable Interest Rate may, for interest computation purposes, change without notice upon each change in the Prime Rate and I acknowledge that the cost of borrowing for the Loan may vary based on changes to that Prime Rate. I acknowledge that a written statement by the Bank setting forth the Prime Rate at any specified time shall be conclusive proof of the Prime Rate absent manifest error. I hereby waive all delays, days of grace, presentment, notice of non-payment, notice of dishonour, protest, notice of protest and all other formalities with respect hereto.

8. Payment options

Upon advancement of the Loan proceeds, although the Loan is repayable on demand, I shall, in the manner set out in this Agreement, subject to any revised payment schedule, make monthly payments (the "Instalments") in order to repay the Loan starting on _____, 20____ (the monthly "Payment Date").

Therefore, I authorize the Bank to debit the amount of \$ _____ on the _____ day of each month and to apply these amounts to my Loan until it is repaid in full. Each Instalment shall be applied first against the monthly payment of interest due on the Loan as of that Payment Date (the "Interest Payment") and the balance, if any, shall be applied against the Principal (the "Principal Payment").

If the Prime Rate increases after the date hereof and the amount of each Instalment to be paid hereunder is insufficient to satisfy the Interest Payment due as of such Payment Date, the Bank will not adjust the amount of the Instalments. The amount of the shortfall shall be added to the outstanding Principal and such additional amounts shall bear interest at the Variable Interest Rate and shall form part of the Indebtedness. Borrower(s) should refer to Section 6 of the cost of borrowing "Statement of Disclosure" mailed separately to the Borrower(s).

9. Personal pre-authorized debit authorization

I/We agree that whether the Instalments are to be drawn against my/our account at the Bank or at a financial institution other than the Bank, the calculations by the Bank of the Interest Payments will be conclusive for such purpose, absent of error. I/We authorize the Bank to debit on each Payment Date the fixed Instalment, and any fees and other amounts that may be owing to the Bank pursuant to this Agreement, which may vary from month to month, and to apply these amounts to my/our Indebtedness. I/We agree that payment shall be made by pre-authorized debits (the "PAD") or electronic withdrawals or in such manner as the Bank may determine. When a PAD initiated on a Payment Date is returned for any reason, I/we authorize the Bank to debit such returned amount prior to the next Payment Date. The PAD shall be drawn against the account held at the financial institution indicated on the attached void personal cheque and I/we authorize the financial institution to deal with this PAD as if it were signed by me/us. **I/We agree to waive the requirement under the Canadian Payments Association Rules to receive a written pre-notification prior to each PAD as set out in the Rules.** I/We represent and warrant that all persons whose signatures are required to sign on this account have signed this agreement. I/We agree to attach to this Agreement a void sample cheque for the Bank's records. I/We acknowledge that providing and delivering this authorization to the Bank constitutes delivery by me/us to the financial institution indicated on my/our cheque. I/We undertake to inform the Bank in writing of any change in the account information provided herein 10 days prior to the next Payment date.

I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. I/We may revoke my/our authorization at any time, subject to providing written notice of 30 days. To obtain more information on my/our recourse rights, or to obtain a sample cancellation form or information on my/our right to cancel a PAD Agreement, I/We may contact my/our financial institution or visit **cdnpay.ca**. Revocation of this authorization does not terminate any contract that exists between me/us and the Bank.

Banking information

| | | |
|----------------------------|--------------------|----------------|
| Financial institution name | | Branch address |
| Bank transit | Institution number | Account number |

If the attached cheque is for a joint account in the name of the Borrower(s) and another joint account holder whose signature is required on withdrawals issued against the account, any joint account holder that is not the Borrower or Co-Borrower on this application must sign this authorization immediately below:

Signature of Joint Account Holder

Please attach a void cheque from a personal account imprinted with the applicant(s) name here.

If you are providing a pre-authorized debit slip please ensure that it is stamped with a Bank Teller stamp dated within 3 months.

10. Disclosures**Borrowing money to buy mutual funds or segregated funds (Leveraging)**

Regulatory authorities require notice to investors who consider borrowing money to buy mutual funds or segregated funds, to make investors aware of the risks involved in borrowing to invest.

Using borrowed money to finance the purchase of securities involves greater risk than a purchase using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines. When you purchase segregated funds, the value of the policy is determined with reference to units of segregated investment funds. If you use cash to pay for your purchase in full, your percentage gain or loss will equal the percentage increase or decrease in the value of your mutual funds or segregated funds. The purchase of mutual funds or segregated funds using borrowed money magnifies the gain or loss on your cash invested. This effect is called leveraging. For example: If \$100,000 of mutual funds or segregated funds are purchased and paid for with \$25,000 from available cash (your money) and \$75,000 from borrowings, and the value of your mutual funds or segregated funds declines by 10% to \$90,000, your equity interest (the difference between the value of your mutual funds or segregated funds and the amount borrowed) has declined by 40%, i.e., from \$25,000 to \$15,000.

As it is apparent that leveraging magnifies gains or losses, it is important that you know that a leveraged purchase of mutual funds or segregated funds involves greater risk than a purchase using your own cash resources only. To what extent a leveraged purchase involves undue risk is a determination to be made on an individual basis by each purchaser, and will vary depending on the circumstances of the purchaser and the mutual funds or segregated funds purchased.

Money is, of course, also required to pay interest on the Loan. Under these circumstances, investors who leverage their investment are advised to have adequate financial resources available both to pay interest and also to reduce the Loan if the borrowing arrangements require such a payment. No matter what the value of your mutual funds or segregated funds is, you will, in all circumstances, remain liable to reimburse all amounts due on your Loan.

It is important that you understand the risks and rewards of borrowing (leverage) as outlined above, and that you undertake this investment program with that full understanding.

11. Terms and Conditions

The following terms and conditions will apply to the Loan and form an integral part of this Agreement.

1. DEFINITIONS

Where used in the Agreement,

1.1 "Agreement" means the Application and the Terms and Conditions.

1.2 "Application" means sections 1 to 9 of the Agreement.

1.3 "Bank" means B2B Bank.

1.4 "Borrower" shall mean the Borrower and/or the Co-Borrower as the context may require and "I" shall mean I and/or we as the context may require.

1.5 "Dealer" is the Dealer identified in the Application.

1.6 "Demand Note" means the demand note identified in section 7 of the Application.

1.7 "Designated Advisor" is the dealer or representative whose name appears in section 1 of the Application or as I may direct from time to time to the Bank in writing. I acknowledge that the Designated Advisor is my agent and not the Bank's.

1.8 "Indebtedness" is defined as any and all amounts outstanding pursuant to this Agreement.

1.9 "Loan" means the loan between the Bank, as lender, and the Borrower, as borrower, as more fully described in the Application.

1.10 "Loan Documents" are any pre-printed documents which include this Agreement or the Letter of Direction (if paying out another financial institution).

1.11 "TFSA" means Tax-Free Savings Account as defined in the *Income Tax Act* (Canada).

2. LOAN TERMS

The Loan terms are as set out in sections 6, 7 and 8 of the Application which is an integral part of this Agreement.

3. REVIEW

I acknowledge that the Bank may review the Loan annually or as frequently as it shall determine and I agree to provide any additional information that it may require.

4. JOINT AND SEVERAL LIABILITY

If more than one person is bound by this Agreement, we shall be jointly and severally liable (in Quebec: solidarily liable) for the total Indebtedness and for the fulfillment of each of the obligations contained herein and in the other Loan Documents.

5. FEES

I agree to pay all costs, fees and expenses, including, without limitation, legal fees and disbursements, which the Bank may incur in protecting its position and/or any policy or in collecting the Indebtedness. I acknowledge and agree that if any cheques or pre-authorized debits issued by me are returned to the Bank unpaid, the Bank will charge a fee for each cheque or pre-authorized debit so returned (currently \$50.00 or any amount published from time to time). All such costs and fees will be paid by me forthwith upon notification. Until paid, they shall be added to and form part of the Indebtedness and shall bear interest at the rates applicable from time to time pursuant to the Demand Note therein.

6. PERSONAL INFORMATION

The Bank collects personal information including certain credit, employment, and other financially-related information ("Personal Information") from its clients, and if necessary, from their surety (guarantor) and other sources, as described below. The Bank makes use of this personal information in the context of activities it generally carries out, including but without limiting the generality of the foregoing: verifying the identity of its clients, opening an account or a loan, understanding the overall financial situation of a client and adequately delivering products and services.

To this end,

6.1 I authorize the Bank, its affiliates and service providers acting on its behalf to:

- i) obtain information regarding my solvency or financial situation, as may be required from time to time for the purposes provided herein including the applicant and co-applicant's identification and until full payment of any amount as may be owing to the Bank, from legally authorized persons as well as from any Designated Advisor, personal information agent, any person referred to in credit reports obtained, any financial institution, any mortgage insurer or any other person providing references, from my current or previous employer mentioned in the application, and I authorize such persons to disclose the information requested;
- ii) disclose the information it holds on myself to any person authorized by law, Designated Advisor, personal information agent, financial institution, mortgage insurer or any organization duly designated by the Bank according to paragraph 6.3 below, or with my consent, to any person who so requests it;
- iii) use my social insurance number for income tax reporting, identification and data-grouping purposes regarding services offered by the Bank;
- iv) make my personal information available to its employees, affiliates and services providers who are bound to protect the confidentiality of information.

In granting this authorization, I acknowledge that I am giving the Bank permission to request and access my credit report from credit-reporting agencies.

6.2 You may at all times, without notifying me, assign my account to any person. The assignee may be required by applicable laws to retain my personal information for a certain period of time.

6.3 With a view to benefiting from high-quality service and obtaining all information available regarding the financial products offered by the Bank, its affiliates or any enterprise that has been duly designated by the Bank, I authorize the Bank, its affiliates and any enterprise duly designated by the Bank to make use of the information it holds in my regard in order to communicate any background documentation, advertisement or information to me. I understand that the employees and authorized representatives of the Bank and its affiliates will use my personal information only to the extent that such personal information is necessary or useful for the performance of their duties. I am entitled to request that the Bank refrain from using the information for the purposes set out in this paragraph at any time by providing written notice to the Bank. The Bank will not refuse to provide the services described herein, in the event that I am entitled to them, even if I have revoked my authorization regarding the use of this personal information.

6.4 In the case of services rendered by the Bank from a foreign country, I understand that the Bank may be required to disclose my personal information to regulatory authorities in the foreign jurisdiction, as per applicable laws;

11. Terms and Conditions (continued)

- 6.5 I authorize the Bank to disclose and share information in cases of fraud, inquiry, or breach of any financing agreement with competent authorities.
- 6.6 I authorize the Bank to disclose and share information with other financial institutions when inter-bank communication is required to prevent or control fraud, during inquiries for breach of any financing agreement, or any statutory violation.
- 6.7 Any file with which I am concerned will be kept at the appropriate department at the Bank. The Bank will allow me to examine information to which I am entitled by law, and I may obtain a copy of such information upon payment of amounts charged by the Bank and upon written request to the Bank.
7. **NO LIFE INSURANCE**
I acknowledge that the Bank has not offered life insurance coverage in respect of the Loan, and waive the right to be offered any such insurance, or to purchase such insurance, if offered.
8. **REPAYMENT**
I may repay all or part of the Indebtedness at any time before demand, without incurring any penalty.
9. **TRANSFER OF THE TFSA**
Prior to terminating or transferring the TFSA(s) to which the proceeds of the Loan have been contributed, I undertake to repay the entire amount of the Indebtedness, and I acknowledge that I will be solely responsible for any fiscal or tax costs or consequences arising from such termination or transfer. I further agree not to sell, transfer, mortgage, hypothecate, pledge, assign or diminish the value of the funds held within my TFSA without the Bank's prior written consent. I hereby irrevocably authorize the trustee of any such TFSA or any agent or administrator acting for the trustee to disclose any instructions it may receive from me in contravention of the foregoing and to act in accordance with the Bank's instructions as aforesaid; upon request I will sign specific instructions to any trustee, agent or administrator to this effect.
10. **INVESTMENTS**
- (a) **Actions of a Dealer**
The Bank and all affiliates of the Bank shall not be responsible for and shall not be held liable for the actions or representations of a Dealer in respect of this Agreement or any Securities purchased with any advance under the Loan. A Dealer is not a partner, joint venturer or agent of the Bank and none of them are authorized or have any ability to bind or create any liability for the Bank. I acknowledge that my obligation to repay the Loan and other amounts required under this Agreement is an obligation to the Bank, separate and independent from your relationship with a Dealer, without the right of set-off for any defence based on advice received from a Dealer or any third party. The Bank is entitled to accept and act on any notice, authorization, or other communication that it believes in good faith to be given by me or my Dealer on my behalf. The Bank is under no obligation to verify that my Dealer is properly authorized to act as my agent or is otherwise authorized to act on my behalf.
- (b) **Independent Advice**
I acknowledge that I have not received any advice from the Bank including investment advice or leverage advice and that the Bank has no obligation to provide leverage disclosure to me. Further, I acknowledge that I have received, or had opportunity to receive independent advice with respect to my investments, my Loan, the suitability to of the investments and the Loan, of leveraging such investments and in respect of all tax issues related to the investments and the Loan.
- (c) **No Endorsement of Investments**
The Bank and all affiliates of the Bank make no representation, warranty, recommendation, advice, guarantee or endorsement, express or implied, oral or written, with respect to the investments or any other assets that I previously purchased or intend to purchase with any advance under the Loan. The Bank is not responsible for and shall not be liable for any loss or damage or other consequences that I may suffer or incur as a direct or indirect result of receiving any advance under the Loan.
11. **EVENTS OF DEFAULT**
In the absence of an earlier demand by the Bank, I agree to repay the Indebtedness in full on my death, or on the occurrence of any of the following Events of Default:
- 11.1 I fail to fulfil my obligations under this Agreement, or under any of the other Loan Documents or;
- 11.2 I am insolvent or have become bankrupt or make a proposal under the Bankruptcy and Insolvency Act or under any similar legislation or;
- 11.3 If I take any action to transfer or diminish the value of the funds or of the assets held in the TFSA(s) listed in section 2 of the Application; or,
- 11.4 Any representation or warranty that I make herein or in the other Loan Documents, or in any document or certificate provided at any time to the Bank in connection herewith, is incorrect or misleading in any respect.
12. **CLAUSE OF FORFEITURE OF BENEFIT OF THE TERM**
(For Quebec residents only):
Before availing itself of any clause of forfeiture of benefit of the term, the Bank must send you a notice in writing and a statement of account. Within 30 days following receipt of the notice and the statement of account, you may:
- (a) either remedy the fact that you are in default; or
- (b) present a motion to the court to have the terms and conditions of payment prescribed in this Agreement changed.
It is in your interest to refer to sections 73, 74, 76, 91, 93, 104 to 110 and 116 of the Consumer Protection Act (R.S.Q., c. P-40.1) and, where necessary, to communicate with the "Office de la protection du consommateur".
13. **RECORDS**
My Loan outstanding shall be evidenced by account records maintained by the Bank. The records shall constitute, in the absence of manifest error, conclusive evidence of my indebtedness to the Bank in respect of the Loan outstanding and all related details. The failure of the Bank to correctly record any such amount or date shall not, however, adversely affect my obligation to pay amounts due to the Bank in accordance with this Agreement.
14. **REPRESENTATIONS AND WARRANTIES**
In order to induce the Bank to make the Loan, I represent and warrant to the Bank that:
- 14.1 This Agreement, the other Loan Documents, and any other related documents are enforceable against me in accordance with their respective terms;
- 14.2 I am or will be the owner of the TFSA(s) listed in section 2 of the Application; and,
- 14.3 All Personal Information set out herein or provided to the Bank is true and complete.
15. **WAIVER**
The Bank's failure or delay in exercising its rights under the Loan Documents shall not be deemed to constitute a waiver thereof nor shall it render the Bank liable to me in any way. No waiver of any breach of any provision of the Loan Documents will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived.
16. **LIABILITY**
The Bank shall not be responsible for any loss incurred by me in exercising or not exercising any of the rights conferred upon the Bank by the Loan Documents, nor shall it be bound to collect or see to the payment of any interest or dividend thereon. The Bank is not responsible for the investments purchased with the proceeds of the Loan and the Bank does not in any way guarantee the performance of those investments.
17. **AGREEMENT**
The rights and obligations under the Loan Documents, as applicable, will enure to the benefit of the Bank and its successors and assigns and be binding upon me and my heirs, executors, administrators, representatives, successors and assigns. The rights of the Bank under the Loan Documents may be as

11. Terms and Conditions (continued)

signed by the Bank without my prior written consent. However, I shall not be entitled to assign my obligations thereunder without the Bank's prior written consent, which consent may be arbitrarily withheld.

18. INVALIDITY

Each provision of the Loan Documents shall apply to the full extent permitted by law, and the invalidity, in whole or in part, of any provision shall not affect the remainder of any such provision or any other provision herein, which will continue in full force and effect.

19. GOVERNING LAW

The Loan Documents shall, for all purposes, be governed by and construed in accordance with the laws of the province where I reside and the laws of Canada applicable therein. I hereby attorn to the jurisdiction of the courts of the province where I reside (and for the Province of Quebec, the judicial district of Montreal) with respect to any dispute arising out of the Loan Documents or any documents related to the transaction contemplated herein.

20. ENTIRE AGREEMENT

The Loan Documents constitute the entire agreement between the parties with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between the parties with respect to the said subject matter. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express or implied, between the parties except as expressly set forth in the Loan Documents or in the documents referred to therein.

21. AMENDMENTS

(Not applicable in the province of Quebec) The Bank may, in its sole discretion, amend or supplement any of the terms and conditions contained in this agreement following at least thirty (30) days written notice to me/us at my/our last known address and setting out the changes to be implemented. If, after thirty (30) days following the mailing of the notice, I/we have not repaid the loan, I/we will be deemed to have accepted the changes described in the written notice. (Applicable in the province of Quebec only) The Bank may, in its sole discretion, amend or supplement any provisions contained in this agreement dealing with fees, personal information and events of default following at least thirty (30) days written notice to me/us at my/our last known address setting out the changes to be implemented and the coming into force of each proposed change.

If any such amendment entails an increase in my/our obligations and/or reduces the Bank's obligations, I/we will have the option of repaying the loan and sending the Bank a notice to that effect no later than thirty (30) days after the amendment in question comes into force.

22. EXTENDED MEANING

In the Loan Documents, words importing the singular number shall include the plural and vice versa, and words importing any gender shall include all genders.

23. NOTICES

All notices, requests, consents, acceptances, elections, waivers and other communications contemplated by the Loan Documents shall be in writing, and shall be effective immediately on transmittal if by facsimile, or at the time of sending if sent by the Bank by electronic means of delivery, or, if mailed by registered or ordinary mail, postage prepaid, five days after the postmark date, or otherwise on personal receipt thereof. Any notices to be sent to me shall be sent to any of the respective addresses and numbers set out herein. Any notices to be sent to the Bank shall be sent to the Bank's address as set out in this Agreement.

24. LANGUAGE (Quebec only)

I have requested that the Loan Documents be drawn up in the English language only. 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.

25. CLIENT AUTHORIZATION

I hereby authorize the Bank to provide copies of statements and other information regarding my account to my Designated Advisor. I acknowledge and agree that any notice to my Designated Advisor will be deemed to be notice to me. I hereby recognize that I am solely and entirely responsible for (a) the choice of investments held in my account, (b) the choice and qualification for tax purposes of any investment held in my account and, (c) the choice of my Designated Advisor. I confirm that the Bank has not made any representation to me in connection with any such choices and I further undertake to indemnify and save the Bank harmless from any actions, suits, costs and/or damages that may be made against it arising out of its actions in connection with any instructions given by me or my Designated Advisor.

26. ACKNOWLEDGMENT

I acknowledge having read, understood and received a copy of this Agreement. I have been given the opportunity to obtain legal advice with respect to all of the Loan Documents before executing them and I agree to be bound by the terms thereof. I further understand and agree that this Agreement will not constitute a binding obligation on the part of the Bank unless and until Loan proceeds are advanced by the Bank. I also understand and agree that the Bank shall not be responsible for any loss incurred by me as a result of the Bank's delay or refusal to accept my application for the Loan or to make the Loan available.

27. IMPORTANT NOTICE

While the Bank does not involve itself in the choice of investments, of the investment strategy, or in the decision to borrow, Borrowers are strongly advised to insist on getting the information they need to make informed decisions. In particular, Borrowers should, prior to investing:

27.1 Obtain information on the investment itself, the eligibility of the investment for tax purposes, the risk associated with the investment and the ability to recover their capital;

27.2 Review the investment objectives of any investment they have chosen to ensure that they meet their financial needs. If Borrowers have any questions or doubts about a particular investment they should seek further advice from their Designated Advisor or any qualified and independent professional. The Bank does not authorize its employees to provide advice to Borrowers in connection with their investments, and does not authorize any other person to do so on its behalf. The Bank will execute any order it receives from a Borrower or his Designated Advisor without making any further inquiries in connection with the appropriateness of the investment;

27.3 If they invest in mutual funds, stocks, bonds or small business securities, obtain a prospectus, offering memorandum or other prescribed documentation describing the chosen investment prior to or at the time they make their investment.

28. STATEMENT OF DISCLOSURE OF COST OF BORROWING

It is agreed that a separate Statement of Disclosure of Cost of Borrowing in connection with this Loan will be sent by mail or by fax or electronic means, after the disbursement of the Loan and I hereby consent to any of such forms of communication.

29. (For Quebec only):

Clauses required under the Consumer Protection Act:

(Contract for the Loan of money)

(1) You may cancel this Agreement without charge within two (2) days following that on which each party takes possession of a duplicate of this Agreement.

To cancel this Agreement, you must:

(a) return the money to the Bank if you received the money at the time each party took possession of a duplicate of the Agreement;

(b) send a notice in writing to that effect, or return the money to the Bank if the money was not returned to you at the time each party took possession of a duplicate of this Agreement. This Agreement is cancelled, without further formality, as soon as you return the money or forward the notice.

11. Terms and Conditions (continued)

- (2) If you use the money to make full or partial payment for the purchase of goods, you may, if the Bank and the vending merchant regularly work together with a view to the granting of Loans of money to consumers, plead against the Bank any ground of defence that you may urge against the vending merchant.
- (3) You may pay, in whole or in part, the amount of your obligation before maturity.
The balance due is equal at all times to the sum of the balance of net capital and credit charges computed in accordance with the Act and the General Regulation made under the Act.
- (4) You may, once a month and without charge, request a statement of account from the Bank; the latter must furnish you with the statement of account or forward it to you as soon as possible but at the latest within ten (10) days of the receipt of the request. In addition to the statement of account prescribed above, if you wish to pay the balance of your obligation before maturity, you may, at all times and without charge, request a statement of account from the Bank; the latter must furnish you with the statement of account or forward it to you as soon as possible but at the latest within ten (10) days of the receipt of the request.

12. Borrowers(s) authorization

I/We acknowledge that, prior to signing on the space below:

1. All Personal Information set out herein or provided to the Bank is true and complete;
2. I/We have read, understood, and agree to be bound by all the Terms and Conditions contained in this Agreement;
3. I/We have not received any advice from the Bank with regards to my/our investments or my/our investment strategy;
4. I/We acknowledge the risks involved in borrowing to invest (leveraging);
5. I/We have obtained a duly completed copy of this Agreement and I/we have been given sufficient time to become aware of its terms and scope;
6. I/We understand that the investment products purchased with the Loan proceeds are not guaranteed by the Bank;
7. I am/we are aware that the value of the investment products are subject to market fluctuation;
8. I/We acknowledge that I am/we are aware that there is no agency relationship or mandate between my/our advisor and the Bank;
9. I/We confirm that the Loan will be used only for the purpose of making an investment in eligible investments and is intended for my/our own use and is not to be used by a third party or for the benefit of a third party;
10. I/We undertake to advise B2B Bank in writing of any change to the information in this application;
11. I/We authorize B2B Bank to share updates to my/our mailing and home addresses, home, work and fax numbers, and Dealer/Advisor information with affiliates of B2B Bank to update their records;
12. (For applications submitted through EASE) I/We gave permission for B2B Bank to request and access my/our credit report from credit-reporting agencies at or before the time this application was submitted through EASE.
13. (Applicable to Co-Borrowers only) If the term "borrower" designates more than one (1) individual, each borrower will separately receive any notice or statement required by law pertaining to the loan. Such notices or statements will be sent to the Primary Borrower at his/her current address or the mailing address stated in section 3 (Primary Borrower information) of the application, and separately to the Co-Borrower at the address shown in section 4 (Co-Borrower information) of the application.

Alternatively, the Co-Borrower may consent to the provision of such disclosure to the Primary Borrower on his/her behalf by initialing below. Any notice or statement pertaining to the loan, and any renewal or amendment thereof, would thus be forwarded to them by B2B Bank at the address stipulated in section 3. Any notice or statement thus forwarded will be considered sent to all borrowers. A borrower can at any time request to have the documents forwarded to an alternative address by contacting Client Services at 1.800.263.8349.



Initials of Co-Borrower

I hereby acknowledge having read and understood the foregoing paragraph and I agree that only one (1) copy of the notices or statements pertaining to the loan will be forwarded to the current address or mailing address stated in section 3 (Primary Borrower information) of the application.

Signature of Borrower

Date (mm/dd/yyyy)

Signature of Co-Borrower

Date (mm/dd/yyyy)

B2B Bank Authorized Representative

13. Advisor Acknowledgement

Do not complete this section if you are both the Designated Advisor and the Borrower - please have another licensed advisor sign this section.

I hereby certify that:

1. I know the Borrower(s);
2. I have personally met with the Borrower(s) indicated in section 3 and, if applicable, section 4;
3. I have seen the original identification records indicated in section 3 and, if applicable, section 4;
4. I have witnessed the Borrower(s) sign above;
5. I have taken all reasonable measures to ascertain the validity of the information provided;
6. To the best of my knowledge the information provided on this application form and supporting Loan documentation is accurate;
7. There is no agency relationship or mandate between myself and the Bank;
8. I confirm that I am duly licensed to distribute the product the Borrower wishes to purchase in the jurisdiction where the Borrower resides.
9. (For applications submitted through EASE) the Borrower(s) gave permission for B2B Bank to request and access his/her credit report from credit-reporting agencies at or before the time this application was submitted through EASE.

Advisor Name (print)

Signature of Advisor

Date (mm/dd/yyyy)

Dealer #

Advisor #

TFSA Loan documentation requirements

Documentation

For all TFSA Loans

| | |
|--|--|
| Completed and signed B2B Bank TFSA Loan Application | ✓ |
| Void cheque from a personal account imprinted with the applicants name. Bank Teller stamp required for pre-authorized debit slip dated within 3 months | ✓ |
| Proof of assets (upon request) | ✓ |
| Proof of income Salaried income <ul style="list-style-type: none"> ▪ Recent pay stub or Notice of Assessment Commissioned income <ul style="list-style-type: none"> ▪ Last two years' Notice of Assessment Self-employed income <ul style="list-style-type: none"> ▪ Last two years' Notice of Assessment and Financial Statements | Required for TFSA loan amounts greater than \$20,000 <u>or</u> loans with a term greater than 2 years. |
| Letter of Direction (if paying out another financial institution.) | ✓ |

NOTE: Additional documentation may be requested at the discretion of B2B Bank.

Personal identification requirements checklist

Details of **two** pieces of **valid** identification are required for each applicant for **personal** accounts.

Each application must clearly indicate the ID type, unique ID number, expiration date, ID Place of issue (jurisdiction), Issuing authority, Issuing country, Verification date, and the Date of issue of the document (if applicable).

When a new account is being opened, details of the following are required:

- One piece of Type 1 Documentation and one piece of Type 2 Documentation
- OR**
- Two pieces of Type 1 Documentation

Type 1 Documentation

- Driver's Licence issued in Canada
- Passport
- Certificate of Indian Status - issued by Government of Canada
- Canadian Permanent Residence Card
- Quebec Health Card (with photo ID and expiration date)
- Identification Card - issued by the Province (not available in Quebec)

[Note: Health Cards in Quebec must be offered by clients - they cannot be requested]

Type 2 Documentation

- Certificate of Canadian Citizenship or Naturalization
- Provincial Health Card (without photo ID and/or expiry date)
- Birth Certificate - issued in Canada only (by the Government, Church issue not accepted)
- Social Insurance Card - issued by Government of Canada
- Major Credit Card (bearing the name of the applicant and their signature)
- College/University Student ID Card (bearing the name of the applicant, signature and photograph)
- Firearms Licence - issued federally with photo ID
- NEXUS Card (bearing the applicant's name, passport number and photograph)
- CNIB Card
- Canadian Forces Identification Card (bearing individuals name, photo and expiration date)

[Note: Health Cards are not acceptable identification for Manitoba, Ontario, Nova Scotia or Prince Edward Island]