



B2B Trust Tax-Free Savings Account Application

Send this completed Account Application & required documents to:
B2B Trust, Self-Directed Products
130 Adelaide Street West, Suite 200
Toronto, Ontario M5H 3P5

Language Preference English French

1. Dealer/Advisor Information

I hereby designate the following dealer and individual to act as my Advisor on this Account

Dealer Number	Dealer Name	Phone ()	Fax ()
Advisor Number	Advisor Name	E-mail	

2. Account Type (Check one)

Basic Option

- B2B Trust High Interest Investment Account (HIIA)
- B2B Trust, Laurentian Bank, Laurentian Trust and LBC Trust Guaranteed Investment Certificates (GICs)
- Cash

Enhanced Option

- All available Mutual Funds
- All available Guaranteed Investment Certificates (GICs)
- Cash

3. Account Holder Information

Mr. Mrs. Miss Ms Dr.

Last Name		First Name		Initial
Date of Birth (mm/dd/yyyy)		Social Insurance Number		
Home Address (Street No. & Name, Apt. No.)				
City	Province	Postal Code	Home Phone ()	Business Phone ()

4. Designations in Case of Death

Initials

I understand that I am fully responsible for designating a successor holder in the event of my death (and/or beneficiaries or legatees, as I may see fit). I am also fully responsible to ensure that these designations (or legacies) are valid, are made in accordance with all applicable laws, and that any required modifications to such designations (or legacies) are made in a timely manner.

5. Holder Agreement and Authorization

Please read the relevant Declaration of Trust for important conditions that apply to your Account.

a. Dealer/Advisor and Investment Authorization

I hereby authorize B2B Trust, the trustee of my B2B Trust Tax-Free Savings Account to provide copies of statements and/or to provide Account balance information to my dealer and/or my Advisor, if applicable, upon request. I hereby recognize that I am solely and entirely responsible for the choice and qualification for tax purposes of any investment held in my Account and, if I have designated an Advisor on this Account, for the choice of my Dealer and Advisor and that B2B Trust has made no representation to me in connection thereto. I further undertake to indemnify and save B2B Trust harmless from any actions, suits, costs and/or damages that may be made against it in this regard. I acknowledge that no person has been authorized by B2B Trust in any way to represent that it endorses the merits of any investment or that it will assume any duties, obligations, or responsibilities other than those expressly provided in the Declaration of Trust attached to this application.

Important Notice

Holders are strongly advised by B2B Trust to obtain the information they need to make informed decisions. In particular, prior to investing, Holders should:

- obtain information on the investment itself, its qualification for tax purposes, the risk associated with the investment and the ability of Holders to recover their capital;
- review the investment objectives of any investment they have chosen to ensure that they meet their financial needs; and
- if they invest in mutual funds, obtain a prospectus, offering memorandum or other prescribed documentation describing the investment prior to or at the time they make their investment.

B2B Trust will execute any order it receives from Holders or their dealer or Advisor without making any inquiries in connection with the suitability of the investment. As such, any instruction given by my Designated Advisor and any person duly authorized by my Designated Advisor for that purpose will be considered as instructions given by the undersigned. If Holders have any questions or doubts about a particular investment they should seek further advice from their dealer or Advisor or any qualified and independent professional. B2B Trust does not authorize its employees to provide advice to Holders in connection with their investments, and does not authorize any other person to do so on its behalf.

5. Holder Agreement and Authorization (continued)

b. Personal Information

I represent and warrant that all personal information set out herein or provided to B2B Trust is true and complete. Personal information that B2B Trust holds regarding me will be used only in activities generally carried on by B2B Trust and its affiliates, and only the employees or authorized representatives of B2B Trust and its affiliates may have knowledge thereof provided that such information is necessary to carry out their duties.

I acknowledge and agree that B2B Trust may at all times, without notifying me, assign my Account to any person. The assignee will be required by applicable laws to retain my personal information for a certain period of time.

I authorize B2B Trust for as long as my Account remains open, to provide to or to obtain from my Advisor (if applicable) any personal information required to render the services provided for herein. In order to benefit from quality service and obtain any information available with respect to the financial products and services offered by B2B Trust and its affiliates, or by any other enterprise deemed appropriate by B2B Trust, I authorize B2B Trust to use the information it holds regarding me to send me any documents, advertising material, or information that B2B Trust considers appropriate. I may ask B2B Trust to cease using the information for the purposes of sending me such documents, advertisement or information, at any time by advising B2B Trust in writing. B2B Trust shall not refuse to render the services otherwise provided for herein, when I qualify for them, even if I have withdrawn my authorization for the use of my personal information for solicitation purposes. Any file concerning me will be kept at B2B Trust's head office at 130 Adelaide Street West, Suite 200, Toronto, Ontario, M5H 3P5. At my written request, B2B Trust will allow me to consult the information which may be accessed by law, and I may obtain a copy of such information by paying the applicable fees. I authorize B2B Trust to use my social insurance number for income tax reporting, identification, and for data consolidation purposes, as well as for the services rendered by B2B Trust.

c. Confirmation of Application

I, the undersigned, hereby submit an application to B2B Trust for membership to the B2B Trust Tax-Free Savings Account ("TFSA"). The holder is asking B2B Trust to file an election with the Minister of National Revenue to register the qualifying arrangement as a TFSA under section 146.2 of the *Income Tax Act*.

I acknowledge and accept the provisions and requirements of the B2B Trust Tax-Free Savings Account as described in this application and the relevant Declaration of Trust and I further acknowledge that all sums eventually received under the B2B Trust Tax-Free Savings Account shall be subject to the provisions of the *Income Tax Act* (Canada) and, if necessary of any Provincial Income Tax Act.

Quebec only: I have requested that this document and all other related 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.

6. Account Opening Disclosure – Responsibilities, Dealer / B2B Trust

The dealer identified in section 1 of this application form, and the Designated Advisor will be responsible for determining the suitability of investments and borrowing to invest, and for ensuring appropriate supervision is performed for all trading activity in your Account.

(i) Mutual Fund Dealers

If the dealer is a member of the Mutual Fund Dealers Association of Canada, the dealer is an Introducing Dealer, B2B Carrying Services ("BCS") - a division of LBC Financial Services Inc. - is a Carrying Dealer, and B2B Trust is a Trust Company providing certain services to BCS under a service agreement. With respect to any transaction you may enter into, BCS and B2B Trust will be responsible for trade execution initiated by BCS, and trade settlement by BCS. BCS may pay a portion of fees collected on your Account to the Introducing Dealer, and the Introducing Dealer may pay BCS for trade execution services on your behalf.

(ii) Investment Dealers

If the dealer is a member of the Investment Industry Regulatory Organization of Canada, neither B2B Carrying Services (a division of LBC Financial Services Inc.) nor B2B Trust act as a Carrying Dealer for the dealer.

7. Signature and Certification

TO: B2B Trust, 130 Adelaide Street West, Suite 200, Toronto, Ontario M5H 3P5

I, the undersigned, hereby apply for the opening of a B2B Trust Tax-Free Savings Account ("TFSA") at B2B Trust, in accordance with the declaration of trust set out hereinafter, which may be amended from time to time. I have read and I understand the section titled "Holder Agreement and Authorization", the "Account Opening Disclosure – Responsibilities, Dealer/B2B Trust", the terms and conditions of the Declaration of Trust prior to signing on the space below and I agree to be bound by their terms.

I hereby declare and attest to be at least 18 years of age (or any other minimum age prescribed by the applicable Tax Acts) and that I am a Canadian resident. I understand that B2B Trust may require proof of age at any time.

I undertake to immediately notify B2B Trust if I become a non-resident of Canada.

I acknowledge having read the fee schedule titled "Tax-Free Savings Account" at b2btrust.com and confirm that I have taken cognizance of the service fees applicable to the TFSA and agree to them. I understand that these fees may be modified from time to time upon 30 days notice.

Holder Signature

Date (mm/dd/yyyy)

8. Advisors to Complete this Section

I hereby certify that I have personally met with the Holder listed above and have witnessed the Holder sign this document.

Advisor Signature

Date (mm/dd/yyyy)

Declaration of Trust for the B2B Trust Tax-Free Savings Account - TFSA 03070018

B2B Trust (hereinafter the "**Trustee**"), through a representative duly authorized to sign on its behalf, hereby agrees, according to the terms and conditions hereafter, to act as trustee for the person identified in the B2B Trust Tax-Free Savings Account Application Form that is accompanied hereto and which provides for the opening of a B2B Trust Tax-Free Savings Account (the "Arrangement" or hereinafter the "**TFSA**") with B2B Trust (the "**Trust**").

DELEGATION - It is understood that the Trustee may delegate to the Trust (hereinafter referred to in this capacity as the "Agent") or to any other duly authorized representative that it may choose to appoint, any of the Trustee's tasks and responsibilities pursuant to the TFSA that can be legally delegated, all of which can be periodically agreed upon between the Trustee, the Agent, or his representative. Notwithstanding the foregoing, to the extent required by applicable laws, the ultimate responsibility with regard to the administration of the TFSA remains that of the Trustee. This is however without prejudice to (and is not in any way affecting or diminishing) the rights and obligations of the Trustee with regard to all third parties (including, and not limited to, the Agent or the Holder) pursuant to the provisions hereof, or pursuant to any mandate or any other agreement concerning the TFSA.

DEFINITIONS - In addition to the definitions contained elsewhere in the present Declaration of Trust, the following definitions apply for the purposes of this Declaration of Trust, as well as for the purposes of the Application Form for this TFSA:

"**Act**" means the Income Tax Act (Canada).

"**Holder**" refers to the person identified as such in the Application Form for this TFSA, and who declares, in order to enter into this Arrangement, to comply with the requirements prescribed by the applicable Tax Acts' provisions, and in particular pursuant to Section 146.2 and Sections 207.01 to 207.07 of the Act as well as other provisions of the Act regarding a Tax-Free Savings account.

"**surviving spouse**" refers to an individual who is, immediately before the Holder's death, recognized as spouse or common-law partner for the purposes of any provision of the Act respecting a Tax-Free Savings account.

"**Tax Acts**" mean the Act as well as all applicable provincial tax legislation, including their respective regulations and amendments.

1. REGISTRATION - The Trustee shall at the request of the Holder, file with the Minister of National Revenue an election, in the prescribed form and manner prescribed by the Act, to register the Arrangement as a Tax-Free Savings account in accordance with the provisions of the Act.

As long as the TFSA is admissible for registration pursuant to the Act, it shall constitute a trust and the Trustee will not advance funds or property or borrow any sum of money or any other property on behalf of the trust.

This TFSA shall not confer any advantage upon the Holder or any person with whom he is not dealing at arm's length, except those advantages that are stipulated in Subsection 207.01(1) of the Act and, if applicable, in the equivalent provision of any applicable legislation.

2. CONTRIBUTIONS - Contributions will be made under the TFSA to the Trustee or its Agent, in consideration of, or to be used invested or otherwise applied for the purpose of, the issuer making distributions under the TFSA to the Holder, the whole as provided by applicable laws.

Only the Holder (to the exclusion of his spouse and any other person) may make payments to the TFSA, and such contributions are made to the Trustee or the Agent or to any other duly authorized representative, as applicable, and the latter shall retain these contributions and make use of them according to the terms of the present Declaration of Trust.

The Trustee may accept the transfer of property from another TFSA that the Holder declares to be a "qualifying transfer" pursuant to Section 207.01 of the Act.

The Trustee shall not be obligated to verify the total amount of contributions made by the Holder during any taxation year, and the Holder alone shall be liable for the fiscal consequences related to any excess contributions. Notwithstanding the foregoing, the Trustee may at any time, without being required to do so, refuse any contribution for any reason.

At least once per year, the Trustee or the Agent will send a statement to the Holder indicating the amounts deposited and transferred, the securities being held, the fees debited and the distributions made since the previous statement, in addition to the balance of the TFSA.

3. INVESTMENTS - The TFSA will be maintained for the exclusive benefit of the Holder. Accordingly, the contributions received by the Trustee or the Agent or, if applicable, its duly designated representative, and the income they generate (hereinafter the "Assets") shall be:

a) invested in accordance with the directives given by the Holder to the Trustee or the Agent. However, all investments made for the purposes of the TFSA must be among the investments that are approved for purposes of a Tax-Free Savings Account by the Trustee or the Agent, and they must be "qualified investments" for purposes of a Tax-Free Savings Account in accordance with the Act and other Tax Acts;

b) failing directives from the Holder, the Trustee or the Agent may invest the balance of the TFSA, in whole or in part, according to the last directive given by the Holder or in any other manner that it will consider appropriate, without being required to do so, notwithstanding any laws of any jurisdiction regarding the investment of the property of others, and, without incurring any liability in this regard.

The Holder recognizes that the Trustee (which includes, for greater certainty, the Agent or its representative, as applicable) shall not incur any liability with regards to the investment choices that the Holder makes or for the consequences arising therefrom, even if the Trustee has prior knowledge of such investment choices before the said choices were executed.

The Holder recognizes that the Trustee (which includes, for greater certainty, the Agent or its representative, as applicable) shall not be liable for taxes that may be payable by the Holder, or by the TFSA, with respect to all non-qualified or prohibited investments (except towards the tax authorities, as may be prescribed by the Tax Acts, in which case the Holder agrees to hold harmless the Trustee in respect of any loss or damage that the Trustee may suffer in connection with the above).

If an investment is, was or becomes prohibited under the Act, the Trustee may, without being required to do so, refuse, liquidate or redeem the investment and retain the proceeds until such time as new instructions are received.

Additionally, the Trustee (which includes, for greater certainty, the Agent or its representative, as applicable) shall not be responsible for any loss or depreciation in the value of the investments for the duration of the TFSA. The Trustee shall likewise not be liable for losses resulting from the sale or purchase of an investment, or otherwise incurred during the liquidation of all or parts of the TFSA assets. Additionally, if interest charges, taxes or penalties are owed once the TFSA ceases to exist, the Holder must indemnify the Trustee and the Agent and hold them harmless.

For as long as the Holder remains the holder of the TFSA, no one other than the Holder or the Trustee has any rights relating to the investing of the Assets.

4. DISTRIBUTIONS - Upon written request from the Holder, the Trustee shall, in accordance with Holder's directives, subject to the provisions of the Tax Acts or any other applicable law and subject to the reasonable demands that the Trustee may impose, in whole or in part, remit to the Holder the property held in connection with the TFSA, or an amount equal to the value of the liquid property related to such distribution (minus the applicable fees).

As well, notwithstanding any distribution timetable, the Trustee shall refund, upon written request from the Holder, the appropriate sums in order to reduce the amount of tax payable pursuant to Part XI.01 of the Act, and, where applicable, according to the provisions of other Tax Acts;

In no case will the distribution payment exceed the value of the Assets immediately before the payment, minus the applicable fees.

For as long as the Holder remains the holder of the TFSA, no one other than the Holder or the Trustee has any rights relating to the amount and timing of distributions.

5. TRANSFER - Upon receipt of a written notice of the Holder, the Trustee shall, in accordance with the Holder's directives, subject to the provisions of Tax Acts or any other applicable law and subject to reasonable demands that the Trustee or the Agent may impose, in whole or in part transfer the property held by the TFSA (or an amount equal to the value thereof) to another Tax-Free Savings Account of the Holder.

6. DEATH OF THE HOLDER - Upon the death of the Holder, unless the Holder has designated his surviving spouse as successor Holder of the TFSA, upon receipt of such documents as the Trustee may reasonably require, the Trustee will remit the property of the TFSA, or an amount equal to the value thereof at that time, in a single payment to the appointed beneficiary/ beneficiaries or legatee(s) of the Holder, or, in the absence of such designation or legacy, to his estate, after deduction of all fees, costs, and taxes to be paid or withheld. The responsibility to make the appropriate designation of a successor Holder and/or beneficiaries or legatees of the TFSA as well as the responsibility to ensure that such designations or legacies are made in conformity with the applicable laws, and that they are modified in a timely manner when deemed useful are incumbent exclusively upon the Holder, and the Trustee and the Agent shall bear no responsibility whatsoever in this respect.

Declaration of Trust for the B2B Trust Tax-Free Savings Account (continued)

7. TRUSTEE'S RIGHTS -

a) The Trustee shall be entitled to remuneration for services rendered hereunder, in conformity with the current fee schedule. The Holder hereby acknowledges to have taken notice of such rates and agrees thereto. The Trustee may, from time to time, as he wishes, modify the aforementioned rates with 30 days notice to the Holder. Moreover, the Trustee (which includes for greater certainty, the Agent or its representative, as applicable) shall be entitled to reimbursement (i) for all taxes or interest charges imposed upon it in its capacity as trustee of the TFSA, and (ii) for all reasonable expenditures and disbursements (including honoraria and legal fees and other professional fees) that it incurs in carrying out its duties and other powers hereunder. In addition, the Trustee has the right to reasonable fees for all services that it provides out of the ordinary course in connection with the present agreement, the amount of such fees shall be proportional to the time and effort expended.

b) The Trustee shall deduct from Assets all honoraria, expenditures, disbursements, legal fees and other reimbursements to which it is entitled pursuant to the present agreement, in the manner that it sees fit, and it may, at its discretion, sell TFSA assets for the purpose of effectuating such payment, or to make up all debit balances. For this purpose, the Holder shall appoint, irrevocably, the Trustee as his representative with all the powers necessary to give full effect to the present provision.

c) Notwithstanding all other provisions hereof (but except towards the tax authorities, as may be prescribed by the Tax Acts), the Trustee (which includes, for greater certainty, the Agent or its representative, as applicable), shall not be held personally liable for any tax or interest charge or any penalty that may be charged relating to the TFSA under the authority of the Tax Acts (be it by way of assessment, reassessment or otherwise) or for any other charge collected or charged by a government authority relating to the TFSA, or for any taxes, penalties, interest charges, losses or damages suffered or payable by the TFSA, the Holder or by any other person in relation to the TFSA or as part of the TFSA, whatsoever, whether it be resulting from the acquisition, the ownership or transfer of any investment, or as a result of any payment made from the TFSA in conformity with the provisions hereof, or because the Trustee had conformed to or had refused to conform to the instructions that were given to him or otherwise, unless such results from gross negligence on the part of the Trustee or its bad faith. The Trustee may, at its entire discretion, realize TFSA assets for the purpose of paying any amount of this kind. For this purpose, the Holder shall appoint, irrevocably, the Trustee as his representative with all the powers necessary to give full effect to the present provision.

The Holder agrees to indemnify and hold harmless the Trustee (which includes, for greater certainty, the Agent or its representative, as applicable) in respect of any loss or damage that the Trustee may suffer in connection with the above.

d) The Trustee shall furthermore not be responsible for any act or omission in relation to the TFSA, except in case of gross negligence on its part. Without limiting the generality of the foregoing, the Holder shall not be able to submit a claim against the Trustee as a result of losses, abatements, damages, fees, costs, taxes, assessments, rights, interest charges, applications, fines, claims, penalties, honoraria, or disbursement incurred directly or indirectly as part of the administration of the TFSA or of the Assets or in the exercise of its duties pursuant hereto, with the exception of responsibilities arising directly from gross negligence on the part of the Trustee. For greater certainty, the provisions of Title Seven of Book Four of the Civil Code of Québec shall not apply to the relations between the Trustee and the Holder.

e) In particular, the Holder hereby expressly acknowledges that, notwithstanding all other provisions contained herein, the Trustee shall not in any way be liable for the acts or for the failure to act of the Agent or any other representative appointed pursuant to the present Declaration of Trust, as such the Agent or representative alone shall be held responsible for his acts or his failure to act with regard to the Holder, which includes, without limitation, the case of embezzlement by the aforementioned Agent or representative, even in the case of the insolvency or bankruptcy of the aforementioned Agent or representative.

f) The Holder, his heirs and personal representatives and each beneficiary pursuant to the TFSA named by the Holder hereby commit themselves to indemnify and hold harmless the Trustee (which includes, for greater certainty, the Agent or its representative, as applicable), as well as its related or affiliated companies and each of their respective directors, officers, custodians and respective employees, for all liability or damages (including all reasonable fees incurred for their defense) of any nature that may be at any time incurred by any one of them or presented against them by any person, including, without limitation, any regulatory body or any government authority and that may concern the TFSA directly or indirectly. Inasmuch as the Trustee or another appointed person pursuant to the present paragraph has the right to present a claim for compensation pursuant to the present Declaration of Trust, the Trustee may, at its entire discretion, realize parts of the Assets for the purpose of paying the amount of the claim for compensation out of the Assets. For this purpose, the Holder shall appoint, irrevocably, the Trustee as his representative with all the powers necessary to give full effect to this clause. If the Assets are not sufficient to cover the claim for compensation, or if the claim for compensation is made once the TFSA has ceased to exist, the Holder, as well as the other indemnifying parties mentioned above, shall accept to personally pay the amount of the claim for compensation.

g) The Trustee shall have the right to rely upon and to act in conformity with all instruments, certificates, notices or any other signed documents, presented to and judged to be authentic by the Trustee.

h) When the TFSA terminates and the entirety of the Assets is paid out, the Trustee shall be liberated from all responsibilities or obligations in connection with the TFSA, except towards the tax authorities, as may be prescribed by the Tax Acts. The Holder agrees to indemnify and hold harmless the Trustee (which includes, for greater certainty, the Agent or its representative, as applicable) in respect of any loss or damage that the Trustee may suffer in connection with the above.

8. CUSTODY OF SECURITIES - The Trustee may keep any investment in connection with the TFSA, in any place to be determined by the Trustee or the Agent, in the Trustee's own name, the Agent's name or under any other name on behalf of the Trustee. Unless the Holder has sent his written instructions, at least 48 hours prior to any meeting called, the Trustee may, without however being bound to do so, exercise any voting rights or give proxies any right to vote with respect to all securities held for the TFSA.

9. AMENDMENTS - When deemed appropriate, the Trustee may amend the provisions of the TFSA, on condition that the TFSA complies at all times with the provisions of the Tax Acts. Such modifications shall take effect on the thirtieth (30th) day after the sending of a notice of modification to the Holder by prepaid postage.

The Trustee may resign its duties and be released from all other responsibility and liability under the TFSA upon sending a thirty (30)-day written notice to the Holder. The Trustee may also, but is not obligated to, appoint as its successor, pursuant to the TFSA, any company qualified to act as an issuer of a Tax-Free Savings Account under the Act. In this case, on the date that the appointment takes effect, the Trustee shall transfer all the information and funds of the TFSA to its successor. Beginning from the date of its appointment, the successor shall assume all duties and responsibilities of the Trustee and the latter shall be released from all obligations and liability as trustee pursuant to the TFSA.

Subject to the requirements of the Act, every company resulting from a merger or a reorganization to which the Trustee is a party or that acquires the totality or the quasi-totally of the trust activities of the Trustee, shall become the successor trustee pursuant hereto, without it being necessary to execute another act or document, except for notices intended for the Agent and the Holder respectively.

10. NOTICE - Any notice given to the Trustee hereunder, if it is sent by mail, shall be sent by prepaid postage, addressed to its principal office and shall be deemed to have been given on the day that it is received by the Trustee. Any notice or statement that the Trustee must forward to the Holder shall be mailed to the Holder at the address indicated on the Application Form for this TFSA or at any subsequent notice of change of address and any such notice shall be deemed to have been given on the third working day following the day of mailing.

11. PERSONAL INFORMATION - The Holder consents to the use by the Trustee and by the Agent of the personal information that they may possess regarding the Holder, as well as to the disclosure of the above mentioned personal information by mail or electronic transmission, in connection with the administration of the TFSA or when required by law.

12. INTERPRETATION - - The use of masculine references herein includes the feminine. This Declaration of Trust and the Fund created hereby shall be governed by and construed in accordance with the laws of the province in which the Holder resides at the time the Fund is created and the laws of Canada applicable therein.