

BANKING SERVICES AGREEMENT

DEFINITIONS

For the purpose of the present agreement, the following definitions will apply:

"ADVISOR'S CHOICE Internet Service" refers to all the services offered from time to time within the context of the ADVISOR'S CHOICE Internet service.

"ADVISOR'S CHOICE Telebanking Service" refers to all the services offered from time to time within the context of the ADVISOR'S CHOICE Telebanking service;

"ADVISOR'S CHOICE Transaction" refers to all transactions allowed by B2B Trust within the context of the Telebanking services or ADVISOR'S CHOICE Internet Service;

"Account" refers to any personal deposit account I can open at B2B Trust;

"Application" refers to the Banking Services Application form;

"ABM" refers to any automatic banking machine, point of sale terminal or any other equipment used for transaction purposes;

"ABM card" represents any debit card allowing me access to an automatic teller machine for transaction purposes. This card remains the property of B2B Trust;

"Banking plan" refers to the aforementioned banking plan;

"Institution" refers to a financial institution other than B2B Trust;

"Invoice" refers to any eligible invoice I selected for the service;

"Issuing Company" refers to the companies that are participating in the service and whose invoices I registered with B2B Trust for payment via this service;

"Payment order" refers to any cheque, preauthorized debit or any other type of withdrawal accepted by B2B Trust;

"PIN" refers to the personal identification number allowing me to make withdrawals with my ABM card;

"Telebanking Centre" refers to B2B Trust's Telebanking Centre which offers the service;

I would like to take advantage of the financial services and privileges offered by B2B Trust as indicated in this Application form and, accordingly, I accept the following terms and conditions:

PERSONAL DEPOSIT ACCOUNT

CHEQUES

1. Cheques or any other instruments deposited in my Account are received by B2B Trust for collection only and, in case of non-payment, will be debited against my Account.
2. If I have a chequing Account, B2B Trust may order the cheques from any supplier of its choice.

NOTICE OF WITHDRAWAL

3. B2B Trust may require a notice of five (5) days for any withdrawal.

ACCOUNT OVERDRAFT

4. I agree not to overdraw my Account. However, should an overdraft occur, I will repay the overdraft on demand as well as the interest on the overdraft at the interest rate then applicable by B2B Trust.

BANKING PLAN AGREEMENT

5. The privileges and advantages of the Banking Plan are granted exclusively for my personal use and are those described in the Advisor Choice Fee Schedule appended to this application.
6. When the Banking Plan includes a loan of any nature, such loan is subject to B2B Trust's credit approval and terms and conditions, as well as to the signature of all documentation required in this respect.

STATEMENT

7. I agree to promptly check my statements and to notify B2B Trust in writing should I notice any error or have any objection thereto. If I fail to notify B2B Trust within thirty (30) days from the date of the statement, with the exception of the cases provided for in article 11 wherein the delay is five (5) days, all entries will be deemed accurate, and with the exception of any amount credited to the Account by mistake or debited for a cheque bearing a counterfeit or unauthorized signature or endorsement. In the last case, I agree to immediately notify B2B Trust of this fact.

Statements and records prepared by B2B Trust, as well as recordings made by B2B Trust in connection with operations carried out by means of the service, shall be deemed proof of the said operations.

TELEPHONE TRANSACTIONS

8. I am authorized by B2B Trust to make various transactions by phone. When I communicate with B2B Trust by phone, B2B Trust may record the conversation.
9. All documents bearing my signature, all transactions and applications made by or transmitted by a telecommunication system (e.g., telephone,

fax, cable, etc.) will have the same legal consequences as a document, a transaction or an application bearing my original signature.

MISCELLANEOUS CHANGE REQUEST

10. I can make certain administrative changes to my client file by phone (e.g. telephone number, change of address, etc.).

ADVISOR'S CHOICE SERVICES - TELEPHONE AND INTERNET

SUBSCRIPTION

11. By subscribing to these services, I have access to ADVISOR'S CHOICE Telebanking and ADVISOR'S CHOICE Internet services to carry out certain banking transactions, by phone or by computer using an access number and password. Allowable banking transactions are set out in the User Guide for clients.

USE

12. I shall use the service in compliance with B2B Trust's instructions and guidelines which are provided in the User Guide and which may be modified from time to time by B2B Trust. Subscription to and use of services constitute proof of acceptance of the terms and conditions of this agreement and of the User Guide for clients.

OPERATION

13. Any transaction completed by means of the services shall be treated by B2B Trust according to the operations indicated in the User Guide for

UNAUTHORIZED PAYMENTS

14. I may not carry out, by means of the services, the payment of any bills or the transfer of any funds between two (2) suffixes with the same account number which would exceed the balance remaining in the suffix from which the funds would be debited or which would exceed the overdraft limit permitted for the said suffix.

CONFIDENTIALITY

15. In order to gain access to the service, I must use my access number and my password. I agree to keep my access number and password confidential. I agree to employ reasonable measures to protect the confidentiality of my access number and password. In particular, I must not act in a negligent manner by, for example, divulging my access number or password to another person, writing it down on easily accessible documents, using as a password personal information or that of a friend or family member (such as a birth date, name, telephone number, home address), a PIN number already in use or a bank card number or account number. I agree to inform B2B Trust as soon as the confidentiality of my access number or password has been breached or I suspect that it is known by a third party. B2B Trust can be notified by telephone by contacting the telebanking centre and the notice shall take effect immediately. I also agree under these circumstances to take the

necessary steps to change my access number and/or password according to the instructions received from B2B Trust.

CONSENT TO TRANSACTIONS

16. I acknowledge and agree that any operation or transaction carried out using my access number and password indicates my consent to said transactions, as if the operation were authorized in writing, and required no further verification by B2B Trust. B2B Trust nevertheless reserves the right to verify and authorize or refuse any transaction if it deems such action necessary. Furthermore, I agree that the operations or transactions carried out using my access number or password, whether they are carried out by myself or a third party, with or without my consent or knowledge, are binding upon me and render me responsible to B2B Trust as long as B2B Trust has not been advised of a breach of confidentiality of my access number and/or password.

CONSERVATION OF DOCUMENTS AND PROOF

17. The recording of electronic banking operations on a computer storage medium constitutes conclusive proof of said banking operations and shall be binding upon me in case of any dispute or legal proceeding with B2B Trust.

SERVICE CHARGES

18. I agree to pay B2B Trust the charges for all the services indicated in this Application form and I authorize B2B Trust to debit my Account for these charges (including the cheque order). However, the Banking Plan fees will be withdrawn from my Account on the last day of every month or any other agreed upon frequency, as of the month of my joining the plan. If I cancel my membership, the Banking Plan fees for the current month will not be withdrawn from my Account; however, the regular pricing of services will be applied retroactively to my Account from the first day of the current month.

19. B2B Trust may change, at all times, the charges applicable to the various services as follows:

- Account / ABM / Banking Plan / **ADVISOR'S CHOICE** Telebanking service / **ADVISOR'S CHOICE** Internet service:

By a notice sent to me by mail with an account statement or an e-mail with its new rates. These changes will take effect if mailed or e-mailed with a statement, within thirty (30) days from the mailing or sending date of the new rates;

20. **USE OF ABMs (The provisions of this Agreement relating to the use of debit cards conform to the Canadian Code of Practice for Consumer Debit Card Services)**

WITHDRAWAL LIMIT (max/day):

AMOUNT AVAILABLE ON DEPOSIT:

DEBIT CARD LIMIT:

Considering the rights B2B Trust holds by virtue of an agreement with the Laurentian Bank of Canada (the "Bank") or could hold by virtue of any other agreement that B2B Trust might conclude with another Partner (hereinafter referred to as the "Partner"), and considering the privilege given to me by B2B Trust to use the services of automatic banking machines, point of sale terminals or other machines (the "banking machines") that the ABM Card gives me access to (hereinafter referred to as the "Card"), I undertake to respect the following conditions:

- 21. **PIN.** I am responsible for the safekeeping of my Card and for my personal identification number ("PIN"). I agree to keep my PIN confidential. In particular, I must not inscribe my PIN on my Card or make an inscription of it on or near an easily accessible document (e.g. keeping it in my wallet or purse). I agree not to use as my PIN a combination of numbers or letters which can be easily discovered such as (but not limited to): personal data (a PIN in which I have all or part of my name, address, phone number, birth date etc.) or those of a person close to me, all or part of a number on my Card or my account number.
- 22. **Removal of equipments.** B2B Trust, the Bank or the Partner, may at its sole discretion and without prior notice, remove all or some of its Banking Machines or cancel the use thereof and shall not be liable or responsible for any losses resulting therefrom.
- 23. **Cancellation of card.** B2B Trust may, without prior notice, cancel the use of my Card should I fail to abide by my obligations under this

agreement or it may reduce the benefits related thereto (e.g. withdrawal limit, amount available upon deposit, etc.). The Card is the property of B2B Trust and consequently may be withheld or revoked should I fail to abide by this agreement.

- 24. **Authorization to debit charges.** I authorize B2B Trust to withdraw directly from my account all service charges as provided in section 18 and relating to the Card or Banking Machines.
- 25. **Amendments.** B2B Trust may, at any time without prior notice, amend the terms and conditions of this agreement.
- 26. **Instructions.** All Banking Machine transactions will be debited from or credited to my account according to my instructions at the time of the transaction. The transaction slip produced and issued by the Banking Machine shall constitute my written instructions.
- 27. **Verification.** I understand that the contents of the envelopes used for a transaction are subject to B2B Trust's verification and approval.
- 28. **Time of transactions.** All transactions carried out before 8:45 (EST) eastern standard time shall be recorded on the same day. Transactions after that time shall be recorded on the following day.
- 29. **Overdrafts.** I cannot make a withdrawal, transfer of funds or pay an amount which exceeds the credit balance in my account, unless I previously reached an agreement to this effect with B2B Trust.
- 30. **Daily withdrawal limit.** I cannot make daily withdrawals from a Banking Machine which exceed the limit established by B2B Trust or any limit specified above under section "Withdrawal Limit".
- 31. **Withdrawals before verifications.** Any amount deposited to my account through a Banking Machine may not be withdrawn until it has been verified by B2B Trust. However, if B2B Trust authorizes an amount available upon deposit specified above, the maximum that I may withdraw before such verification shall be the lesser of:
 - the amount of the deposit, or
 - the amount available upon deposit.
- 32. **Withhold on Cheques.** I understand that B2B Trust may withhold funds for longer than necessary for verification purposes when a cheque is deposited to my account through a Banking Machine.
- 33. **Proof of transactions.** B2B Trust's statements and records pertaining to any Banking Machine transactions and the verification of the contents of envelopes inserted into the Banking Machines shall be proof that the transactions have been completed.
- 34. **Instructions and guidelines.** I must comply with B2B Trust's instructions and guidelines regarding the use of the Card and the Banking Machines. B2B Trust, the Bank or the Partner shall not be liable or responsible for any late payments, damage or inconvenience which are a result of the Card's or the Banking Machine's malfunctioning.
- 35. **Use.** Other than the exceptions provided in section 37, the use of the Banking Machines or the Card is entirely at my own risk and B2B Trust, the Bank or the Partner shall not be liable or responsible in any way for any accident, assault, theft, loss or damage sustained by me while using a Banking Machine, whether or not the Machine is located on the B2B Trust, the Bank or the Partner's premises or elsewhere.
- 36. **Loss or theft of a card.** I must notify B2B Trust at once if my Card is lost or stolen or if I suspect that another person knows my PIN, is using my card or the number on my card, by contacting the Telebanking Centre at 1-866-334-4434, 24 hours a day, 7 days a week.
- 37. **Cardholder liability.** This section applies to losses which occur at a Banking Machine or point of sale terminal.
 - A) Full Liability:** I understand that I am responsible for all transactions made with my authorization, for transactions resulting from entry error, if I make fraudulent or worthless deposits or when I unintentionally contribute to an unauthorized use if I do not subsequently cooperate with B2B Trust or another investigative body.
 - B) Limited liability:** I am responsible for losses up to my daily limit for each day losses occur when I contribute to an unauthorized use of my Card, for example, when I do not respect the undertakings of sections 21 and 36. I can however be responsible for losses which exceed my account balance if I have a line of credit or if the

withdrawal is made subsequent to a fraudulent deposit or worthless deposit.

C) No Liability: I am not responsible for losses due to technical problems, B2B Trust's errors or system malfunctions. I am not responsible for losses occurring after the card has been reported lost or stolen, the card is cancelled or I have reported someone else knows my PIN. I am not responsible for losses attributable to a non-authorized use of my card when I have respected the conditions of sections 21 and 36 and the transactions leading to the losses are made in a situation independent from my free will, including when I involuntarily contribute to the situation, providing that I collaborate with B2B Trust in any ulterior investigation.

38. **No liability for quality of merchandise.** I release B2B Trust of all liability with respect to the quality of the merchandise or the rendering of services obtained using the Card. Any disputes with a merchant shall be settled directly between the undersigned and the merchant.

39. **Limit changes.** Subject to B2B Trust's approval, I may change the limits provided for in paragraphs 30 and 31 above over the telephone. All such changes shall have the same legal implications as though I had signed a document to this effect.

RESPONSIBILITY

40. I will not hold B2B Trust liable in the following cases:

- if my ABM Card is not honoured, whatever the reason for refusal invoked by the merchant to which it is presented for payment;
- any delays, damages or inconveniences caused by an operational failure of my card, an ABM, the ADVISOR'S CHOICE Telebanking or ADVISOR'S CHOICE Internet services, or for my inability to access an ABM or the ADVISOR'S CHOICE Telebanking or ADVISOR'S CHOICE Internet services;
- for the quality of the goods or services acquired through the use of my ABM Card or the ADVISOR'S CHOICE Telebanking or ADVISOR'S CHOICE Internet service.

B2B Trust offers no guarantee regarding ADVISOR'S CHOICE telebanking services and ADVISOR'S CHOICE Internet and cannot be held liable for any acts or omissions that occur online or on the part of an Internet service provider. I shall not hold B2B Trust liable with respect to delays, damages or inconveniences caused by the failure or malfunction of the service or by my inability to gain access to it. I shall settle directly with a billing company any claim or dispute related to a transaction. B2B Trust shall not be liable for the failure of a billing company to register the payment of any bill which I have made by means of the service, nor shall it be liable for any extra costs, including interest penalties, charged by a billing company.

B2B Trust shall not be held liable by myself or a third party for any damage whatsoever (including without limitation direct or indirect, special, incidental or consequential, exemplary or punitive damages, losses or expenses) that could result from the use of said services, the inability to use said services, any defects in performance, errors, omissions, interruptions, delays in operations or transmissions, computer viruses, failure or breakdown of systems or lines, loss of data, unauthorized use or reproduction of the site or information therein or otherwise, even if B2B Trust or its representatives are informed of the possibility of such damages, losses or expenses.

I acknowledge that any dispute with a merchant or issuing company will be settled directly between the merchant or the issuing company and myself.

TAXES

41. B2B Trust may debit my Account for all taxes applicable to goods and services.

42. I agree to notify B2B Trust of any change in my status as Canadian resident and to reimburse B2B Trust for any amount it paid in regard to a request by the tax authority concerned.

JOINT AGREEMENT

43. If more than one person signs the Application for opening an Account, such Account will be joint and each provision of the agreement will be applicable to each co-applicant.

44. We authorize B2B Trust to deposit for credit to this joint Account any amount, including the proceeds of any cheque, or any other instrument payable to one or more of us.

45. Unless otherwise provided by us, we authorize B2B Trust to pay and charge against the Account the amount of any cheque or other instrument signed by either one of the co-applicants. In this case, funds deposited to the Account may be withdrawn by either one of us, and either one of us authorizes B2B Trust to accept as receipt of amount withdrawn any voucher, cheque, or any other instrument signed by either one of us.

46. If a survival right is stated at the end of this agreement, the death of one or more co-applicants does not affect the right of the other co-applicants to withdraw funds according to the instructions that we have given above. (Not applicable to joint Accounts held in Québec).

47. We accept joint responsibility (in provinces other than Québec, we agree to be jointly and severally liable) for any debt, overdrawn amount or amount due for the services we have signed for, and if one or more applicants have signed this agreement, the provisions of this agreement will apply to all co-applicants.

CHANGES/TERMINATION

48. B2B Trust may change, at any time, the terms and conditions of, and the services governed by, this agreement by sending me a notice with my statement. Such changes will take effect within ten (10) days from the date of notice. A copy of the changes in the conditions will be made available on the ADVISOR'S CHOICE Website.

49. B2B Trust may terminate this Agreement or services covered by the Agreement without prior notice if I contravene a provision of this agreement, or limit the use I make of the services if it considers that I abuse them.

50. If B2B Trust terminates this agreement, I must immediately repay any amount due to B2B Trust.

51. I can cancel this agreement or the services offered at any time without prior notice, simply by informing B2B Trust.

SETTLING DIFFERENCES

52. Any complaints or comments should be addressed to the ADVISOR'S CHOICE Telebanking Centre, at 1-866-334-4434.

INFORMATION

53. I authorize B2B Trust to:

- request information, from time to time and when necessary, for the purposes of this agreement and until full payment of any sum due to B2B Trust, from any person provided by law, from any person and any agent of personal information mentioned in the credit reports obtained, from any financial institution and from any mortgage insurer or other person for whom a reference is provided and I authorize said persons to provide the information requested;
- disclose information it has about me to any person authorized by law, any agent of personal information, any financial institution, any mortgage insurer, or, with my consent, any person so requesting;
- use my social insurance number for identification purposes and for data consolidation, for the services rendered by B2B Trust.

54. In order to benefit from a service of quality and obtain any information available with respect to the financial products offered by B2B Trust, or by any other enterprise deemed appropriate by B2B Trust, I authorize B2B Trust to use the information in its files regarding me for sending me any documents, advertising material, or information that B2B Trust will consider appropriate.

55. Personal information that B2B Trust holds regarding me will be used only in activities generally carried on by B2B Trust, and only the employees or agents of B2B Trust may get knowledge thereof provided that such information is necessary or useful to carry out their duties or to perform their mandate.

56. Any file concerning me will be kept at B2B Trust's head office. At my written request, B2B Trust will allow me to consult the information which may be accessed by law at the head office, and I could obtain a copy of such information by paying the cost charged by B2B Trust.

57. I can ask B2B Trust to cease using the information for the purposes of section 54 at any time by advising the ADVISOR'S CHOICE Telebanking Centre in writing. B2B Trust shall not refuse to render the services otherwise provided for in the present agreement or to grant me credit when I qualify for it even if I have withdrawn my authorization to use the information.

58. I acknowledge having received from B2B Trust or my Advisor the information regarding my personal deposit Account, including the fees and other service charges, the method of calculating interest, the interest rate in effect today, its characteristics, and its policy on complaints as well as adequate explanations of the nature and scope of this agreement.

59. CLIENT AUTHORIZATION AND ACKNOWLEDGEMENT

I hereby authorize B2B Trust to provide to my Advisor my account balances once a month for the only purpose of commission calculation. I understand that this Client Authorization revokes any previous authorization given by me to any other person in this regard. I hereby recognize and agree that I am solely and entirely responsible for the choice of the Advisor, that B2B Trust has not made any representation to me in connection thereto and that B2B Trust will not, in any way, be liable for anything relating to such matters. I further undertake to indemnify and save B2B Trust harmless from any actions, suits, costs and/or damages that may be made against B2B Trust in this regard.

I hereby agree and acknowledge having been informed that my Advisor will receive compensation from B2B Trust based on the average monthly balance of my savings Account.

60. DEPOSIT INSURANCE (To be completed when more than one person signs the account opening form.)

We hereby declare to be the co-owners of the deposits made in our account. _____ (initials) _____ (initials)

61. **AGREEMENT.** This agreement adds to but does not substitute itself to any other agreements and terms and conditions governing all other accounts that I now have or may have in the future with B2B Trust

62. **INTERPRETATIVE CLAUSE:** Whenever the context so requires the singular number shall be interpreted as plural, the masculine gender as feminine or neuter, and vice-versa.

Right of survivorship: Yes No

Applicant's Signature: _____

Co-applicant's Signature: _____

PROOF OF IDENTIFICATION (2 proofs required)

- Photocopies enclosed
- Driver's License
- Medical Insurance card
- Other

OR

- Driver's License _____
- Medical Insurance card _____
- Passport _____

We hereby certify that these two proofs of identification shown by the Applicant(s) and attached with this application correspond to the Applicant's identity and signature appearing above.

Advisor's Signature

Date

ADVISOR'S CHOICE SAVINGS ACCOUNT		ADVISOR'S CHOICE CHEQUING ACCOUNT		ADVISOR'S CHOICE LINE OF CREDIT	
Interest Rate: Personal Prime Rate – 2.90%	<ul style="list-style-type: none"> ➤ Paid monthly ➤ Calculated daily <i>(Interest is paid on a minimum balance of \$2,000.00)</i> 	Interest Rate	<ul style="list-style-type: none"> ➤ Paid monthly on the total amount ➤ Calculated on the daily minimum balance 	Interest Rate	<ul style="list-style-type: none"> ➤ Variable Base Rate + 1 % (depending on credit rating) (subject to change)
Chequing Privileges	None	Chequing Privileges	<ul style="list-style-type: none"> ➤ Yes ➤ 2 Banking Plans to choose from: The Preferred Plan and The Select Plan 	Chequing Privileges	<ul style="list-style-type: none"> ➤ No chequing privileges as account is linked to Chequing Account.
Minimum Balance	None	Minimum Balance	None	Minimum Credit Limit	\$5,000.00
Preauthorized Debits or Interac® Payments	None	Preauthorized Debits or Interac® Payments	Yes	Maximum Credit Limit	\$100,000.00
Statement	Monthly (month end)	Statement	Monthly (month end)	Statement	Monthly (26 th of each month)
Banking Plan Link	Optional	Banking Plan Link	Mandatory	Banking Plan Link	Mandatory as linked to Chequing Account
Additional Transactions	\$5.00 per transaction	Additional Transactions	See Banking Plan section	Automatic Transfers	<ul style="list-style-type: none"> ➤ Yes ➤ No transaction fees
Debit Card	Free	Debit Card	Free	Debit Card	Free
Debit Transactions	<ul style="list-style-type: none"> ➤ One free monthly debit¹ ➤ Additional debits¹ subject to a \$5.00 transaction fee. 			Chequing Account Link	Mandatory

¹ For non-LBC** ABM*** transactions, add \$1.25 per transaction.

THE SELECT PLAN (\$6.95/month)			THE PREFERRED PLAN (\$19.95/month)		REGULAR FEES	ADVISOR'S CHOICE FEE SCHEDULE INTERNET SITE www.advisorschoice.ca TO CONTACT US Client Hotline: Toll Free: 1-866-334-4434
Transactions	The Select Plan	Other Fees	Transactions	The Preferred Plan		
Maintenance Fee	None	\$0.50 per month if minimum balance is less than \$750.00	Maintenance Fee	None	\$0.50 per month if minimum balance is less than \$750.00	
Personalized Advisor's Choice Cheque Order	\$14.02 for 50 cheques or \$17.42 for 100 cheques (plus applicable taxes)	Not applicable	Personalized Advisor's Choice Cheque Order	Free	\$14.02 for 50 cheques or \$17.42 for 100 cheques (plus applicable taxes)	
Cheques	2 free per month	\$0.65 per cheque	Cheques	Unlimited	\$0.65 per cheque	
Interac® Withdrawals	4 free per month	\$1.25 per withdrawal	Interac® Withdrawals	Unlimited	\$1.25 per withdrawal	
LBC**ABM*** Withdrawals and/or Transfers	Unlimited	Not applicable	LBC**ABM*** Withdrawals and/or Transfers	Unlimited	\$0.50 per withdrawal	
Interac® Direct Payments	10 free per month	\$0.50 per payment	Interac® Direct Payments	Unlimited	\$0.50 per payment	
Bill Payments (IVR* / Internet / LBC** / ABM***)	4 free per month	\$1.00 per payment	Bill Payments (IVR* / Internet / LBC** / ABM***)	Unlimited	\$1.00 per payment	
Transfers (IVR* / Internet)	4 free per month	\$0.50 per transfer	Transfers (IVR* / Internet)	Unlimited	\$0.50 per transfer	
Pre-Authorized Credits	Free	Not applicable	Pre-Authorized Credits	Free	None	
Pre-Authorized Debits	2 free per month	\$0.50 per debit	Pre-Authorized Debits	Unlimited	\$0.50 per debit	
Returned Cheques for Non-sufficient Funds	\$25.00	\$25.00	Returned Cheques for Non-sufficient Funds	\$25.00	\$25.00	
			B2B Trust Self-Directed Plans	Annual trustee fee rebate of \$50.00	Not applicable	

*IVR: Interactive Voice Response

**LBC: Laurentian Bank of Canada

*** ABM: Automated Banking Machine