



## **B2B Trust RRSP Loan Application Distribution Alliance Program**

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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 8 for checklist)
- if you are the Designated Advisor and also the Borrower, please have another licensed advisor sign authorization section 15, as the Validating Advisor, on page 7 of this application

**Send all pages of this original completed application to:**

B2B Trust, Investment Lending\*  
130 Adelaide Street West, Suite 200  
Toronto, Ontario M5H 3P5

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



# B2B Trust RRSP Loan Application Distribution Alliance Program

Language preference  English  French

Offer ID: E1019 EASE #: \_\_\_\_\_

## 1. Designated Advisor information

Dealer number	Dealer or Company name	Email	
Advisor number	Advisor name	Phone ( )	Fax ( )

## 2. Loan details

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

**Program:**  
Distribution Alliance Program: The Standard Life Assurance Company of Canada

Distribution Alliance Program RRSP Account #: \_\_\_\_\_ → Amount: \$ \_\_\_\_\_

Payout of Loan #: \_\_\_\_\_ → Amount: \$ \_\_\_\_\_

Other account #: \_\_\_\_\_ → Amount: \$ \_\_\_\_\_

**Total Loan Amount:\$** \_\_\_\_\_

**Proceeds will be made payable to The Standard Life Assurance Company of Canada.**

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

**Deferral Option** (NOTE: interest accrues from date of Loan advance)

Yes Deferral period: \_\_\_\_\_ months (maximum 6 months)

No

## 3. Primary Borrower information Mr. Mrs. Ms. Miss

Last name		First name		Initial
Social Insurance Number (optional)		Date of birth (mm/dd/yyyy)		Marital status
Home address (street # & name, apt. #)			<input type="checkbox"/> Homeowner <input type="checkbox"/> Renter	Since (yyyy)
			<input type="checkbox"/> With parents	
City	Province	Postal code	Home phone number ( )	Work phone number ( )
Previous home address (if at current address for less than two years)				
City		Province		Postal code

Please provide details of two valid pieces of identification (including one with photo). Refer to checklist on page 8 for examples of acceptable pieces of identification.

1. ID type: \_\_\_\_\_ Number: \_\_\_\_\_ Issued by: \_\_\_\_\_ Exp. date: mm/dd/yyyy

2. ID type: \_\_\_\_\_ Number: \_\_\_\_\_ Issued by: \_\_\_\_\_ Exp. date: mm/dd/yyyy

**Have you previously declared bankruptcy?**  Yes  No If "Yes," date of discharge: \_\_\_\_\_

Employer/Business name (if less than two years, please provide details on separate sheet)		<input type="checkbox"/> Self-employed	Months of service
Employer/Business address		City	Province
			Postal code
Occupation	Position	Gross personal annual income \$	

SEE OVERLEAF

4. Co-Borrower information				<input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Ms. <input type="checkbox"/> Miss	Co-Borrower requests separate disclosures <input type="checkbox"/>
Last name		First name		Initial	
Social Insurance Number (optional)		Date of birth (mm/dd/yyyy)		Marital status	
Home address (street # & name, apt. #) <input type="checkbox"/> Same as Primary Borrower				<input type="checkbox"/> Homeowner <input type="checkbox"/> Renter <input type="checkbox"/> With parents	
City		Province	Postal code	Home phone number (    )	Work phone number (    )
Previous home address (if at current address for less than two years)					
City		Province			Postal code
Please provide details of two valid pieces of identification (including one with photo). Refer to checklist on page 8 for examples of acceptable pieces of identification.					
1. ID type: _____ Number: _____ Issued by: _____ Exp. date: <u>mm/dd/yyyy</u>					
2. ID type: _____ Number: _____ Issued by: _____ Exp. date: <u>mm/dd/yyyy</u>					
<b>Have you previously declared bankruptcy?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No    If "Yes," date of discharge: _____					
Employer/Business name (if less than two years, please provide details on separate sheet)				<input type="checkbox"/> Self-employed	Months of service
Employer/Business address			City	Province	Postal code
Occupation		Position		Gross personal annual income \$	
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		\$	\$	
<b>Total Assets</b> \$		<b>Total Liabilities</b>		\$	
		<b>Net Worth</b>		\$	
		(Assets minus Liabilities)		\$	
6. Other instructions					
7. 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 27 of the Terms and Conditions of this agreement (collectively, the "Agreement"). I/We hereby irrevocably direct B2B Trust (the "Trust"), 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. All proceeds of the Loan are to be disbursed for the purchase of RRSP eligible securities to be held in the Borrower's RRSP. Following the disbursement of the Loan proceeds, the interest will accrue as provided herein.					

**8. 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 Trust at 130 Adelaide Street West, Suite 200, Toronto, Ontario M5H 3P5 the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), (the "Principal"), with interest thereon under,

- Option A: at a fixed rate being the rate of \_\_\_\_\_% per annum; or,  
 Option B: at a variable rate being a rate equal to \_\_\_\_\_% per annum  above or  below the Prime Rate in effect from time to time, (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 Trust from time to time as being its reference rate then in effect (the "Prime Rate"). The current Prime Rate is available on the Trust's web site, **b2btrust.com** or by calling B2B Trust at 1.800.263.8349.

I agree that the applicable Variable Interest Rate in the case of Option B 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 Trust 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.

**9. 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 Trust 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").

In the case of Option B Loans, 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 Trust 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).

In the event that the deferral option is chosen, interest will accrue during the deferral period. The monthly interest accumulating during the deferral period will be added to the Principal and subsequent interest will be calculated on the new principal balance. The Trust will not adjust the amount of the Instalments according to the new principal balance.

**10. Personal pre-authorized debit authorization**

I/We agree that whether the Instalments are to be drawn against my/our account at the Trust or at a financial institution other than the Trust, the calculations by the Trust of the Interest Payments will be conclusive for such purpose, absent of error. I/We authorize the Trust to debit on each Payment Date the fixed Instalment, and any fees and other amounts that may be owing to the Trust 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 Trust may determine. When a PAD initiated on a Payment Date is returned for any reason, I/we authorize the Trust 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 Trust's records. I/We acknowledge that providing and delivering this authorization to the Trust constitutes delivery by me/us to the financial institution indicated on my/our cheque. I/We undertake to inform the Trust 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 Trust.

**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.**

**11. Disclosures****1. 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.

**2. Account opening 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.

**12. Terms and Conditions**

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

**DEFINITIONS****1. Where used in the Agreement,**

- 1.1 "Designated Advisor" is the dealer or representative whose name appears on the first page hereof or as I may direct from time to time to the Trust in writing. I acknowledge that the Designated Advisor is my agent and not the Trust's.
- 1.2 "Validating Advisor" is the individual whose name appears in section 15 and certifies that they have executed steps 1 through 8 in section 15 of the application.
- 1.3 "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.
- 1.4 "Loan Documents" are any pre-printed documents which include this Agreement, the Letter of Direction (if paying out another financial institution) and the Pre-Qualified RRSP Loan Request (if applicable).
- 1.5 "Indebtedness" is defined as any and all amounts outstanding pursuant to this Agreement.

**LOAN TERMS**

2. The Loan terms are as set out in sections 7, 8 and 9 of the application form which is an integral part of this Agreement.

**REVIEW**

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

**JOINT AND SEVERAL LIABILITY**

4. 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 fulfilment of each of the obligations contained herein and in the other Loan Documents.

**FEES**

5. I agree to pay all costs, fees and expenses, including, without limitation, legal fees and disbursements, which the Trust 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 Trust unpaid, the Trust 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.

**PERSONAL INFORMATION**

6. B2B Trust 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. B2B Trust 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 B2B Trust, 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 Trust, 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 Trust according to paragraph 6.3 below, or with my consent, to any person who so

**12. Terms and conditions (continued)**

requests it;

- iii) use my social insurance number for income tax reporting, identification and data-grouping purposes regarding services offered by the Trust;
- 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 B2B Trust 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 Trust, its affiliates or any enterprise that has been duly designated by the Trust, I authorize the Trust, its affiliates and any enterprise duly designated by the Trust 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 Trust 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 Trust refrain from using the information for the purposes set out in this paragraph at any time by providing written notice to the Trust. The Trust 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 Trust from a foreign country, I understand that the Trust may be required to disclose my personal information to regulatory authorities in the foreign jurisdiction, as per applicable laws;
- 6.5 I authorize the Trust to disclose and share information in cases of fraud, inquiry, or breach of any financing agreement with competent authorities.
- 6.6 I authorize the Trust 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 Trust. The Trust 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 Trust and upon written request to the Trust.

**NO LIFE INSURANCE**

- 7. I acknowledge that the Trust 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.

**TRANSFER OF THE RRSP**

- 8. Prior to terminating or transferring the RRSP 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 RRSP without the Trust's prior written consent. I hereby irrevocably authorize the trustee of any such RRSP 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 Trust's instructions as aforesaid; upon request I will sign specific instructions to any trustee, agent or administrator to this effect.

**EARLY REPAYMENT**

- 9. I may repay all or part of the Indebtedness at any time before demand, without incurring any penalty.

**EVENTS OF DEFAULT**

- 10. In the absence of an earlier demand by the Trust, I agree to repay the Indebtedness in full on my death, or on the occurrence of any of the following Events of Default:
  - 10.1 I fail to fulfil my obligations under this Agreement, or under any of the other Loan Documents or;
  - 10.2 I am insolvent or have become bankrupt or make a proposal under the Bankruptcy and Insolvency Act or under any similar legislation or;
  - 10.3 If I take any action to transfer or diminish the value of the funds or of the assets held in my RRSP; or,
  - 10.4 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 Trust in connection herewith, is incorrect or misleading in any respect.

**CLAUSE OF FORFEITURE OF BENEFIT OF THE TERM**

- 11. For Quebec Residents Only:
 

Before availing itself of any clause of forfeiture of benefit of the term, the Trust 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".

**REPRESENTATIONS AND WARRANTIES**

- 12. In order to induce the Trust to make the Loan, I represent and warrant to the Trust that:
  - 12.1 This Agreement, the other Loan Documents, and any other related documents are enforceable against me in accordance with their respective terms;
  - 12.2 I am or will be the owner of the RRSP account indicated herein; and,
  - 12.3 All Personal Information set out herein or provided to the Trust is true and complete.

**WAIVER**

- 13. The Trust'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 Trust 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.

**LIABILITY**

- 14. The Trust shall not be responsible for any loss incurred by me in exercising or not exercising any of the rights conferred upon the Trust by the Loan Documents, nor shall it be bound to collect or see to the payment of any interest or dividend thereon. The Trust is not responsible for the investments purchased with the proceeds of the Loan and the Trust does not in any way guarantee the performance of those investments.

**AGREEMENT**

- 15. The rights and obligations under the Loan Documents, as applicable, will enure to the benefit of the Trust and its successors and assigns and be binding upon me and my heirs, executors, administrators, representatives, successors and assigns. The rights of the Trust under the Loan Documents, may be assigned by the Trust without my prior written consent. However, I shall not be entitled to assign my obligations thereunder without the Trust's prior written consent, which consent may be arbitrarily withheld.

**INVALIDITY**

- 16. 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.

**GOVERNING LAW**

- 17. 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.

**12. Terms and conditions (continued)****ENTIRE AGREEMENT**

18. 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.

**AMENDMENTS**

19. (Not applicable in the province of Quebec) The Trust 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 Trust 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 Trust's obligations, I/we will have the option of repaying the loan and sending the Trust a notice to that effect no later than thirty (30) days after the amendment in question comes into force.

**EXTENDED MEANING**

20. 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.

**NOTICES**

21. 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 Trust 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 Trust shall be sent to the Trust's address as set out in this Agreement.

**LANGUAGE (Quebec only)**

22. 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.

**CLIENT AUTHORIZATION**

23. I hereby authorize the Trust 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 Trust has not made any representation to me in connection with any such choices and I further undertake to indemnify and save the Trust 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.

**ACKNOWLEDGMENT**

24. 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 Trust unless and until Loan proceeds are advanced by the Trust. I also understand and agree that the Trust shall not be responsible for any loss incurred by me as a result of the Trust's delay or refusal to accept my application for the Loan or to make the Loan available.

**IMPORTANT NOTICE**

25. While the Trust 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:

- 25.1 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;
- 25.2 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 Trust 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 Trust 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;
- 25.3 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.

**STATEMENT OF DISCLOSURE OF COST OF BORROWING**

26. 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.

27. 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 Trust 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 Trust 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.
- (2) If you use the money to make full or partial payment for the purchase of goods, you may, if the Trust and the vending merchant regularly work together with a view to the granting of Loans of money to consumers, plead against the Trust 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 Trust; 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 Trust; 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.

**13. Borrower(s) authorization**

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

1. all Personal Information set out herein or provided to the Trust 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 Trust with regards to my/our investments or my/our investment strategy;
4. I/we have been made aware of the risks involved in borrowing to invest (leveraging) by my/our Designated Advisor or Validating Advisor;
5. my/our Designated Advisor or Validating Advisor has signed below, given me/us a duly completed copy of this Agreement and has allowed me/us 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 Trust;
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 Trust;
9. I/we confirm that the Loan 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. (Applicable to Co-Borrowers only) if the Co-Borrower has not requested separate mailings of cost of borrowing disclosures by checking the appropriate box in section 4, we consent to a single copy of cost of borrowing disclosures pertaining to the Loan, and any renewal or amendment thereof, being forwarded to us by the Trust at the address indicated in section 3. Any notice or statement thus forwarded will be considered sent to all borrowers. Co-Borrowers may at any time request separate disclosure documents by writing to B2B Trust at 130 Adelaide Street West, Suite 200, Toronto, Ontario M5H 3P5, or fax to 1.866.941.7711.

\_\_\_\_\_  
Signature of Borrower

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Signature of Co-Borrower

\_\_\_\_\_  
Date (mm/dd/yyyy)

  
\_\_\_\_\_  
B2B Trust Authorized Representative

**14. Designated Advisor to complete this section**

Do not complete this section if you are both the Designated Advisor and the Borrower.

I, as the authorized Designated Advisor, 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 Trust;
8. I confirm that I am duly licensed to distribute the product the Borrower wishes to purchase in the jurisdiction where the Borrower resides.

\_\_\_\_\_  
Signature of Designated Advisor

\_\_\_\_\_  
Date (mm/dd/yyyy)

**15. Validating Advisor to complete this section**

Another licensed advisor must complete this section ONLY if the Designated Advisor is also the Borrower.

I, as the authorized Validating Advisor, 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 Trust;
8. I confirm that I am duly licensed to distribute the product the Borrower wishes to purchase in the jurisdiction where the Borrower resides.

\_\_\_\_\_  
Signature of Validating Advisor

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Validating Dealer #

\_\_\_\_\_  
Validating Advisor #

## RRSP Loan documentation requirements

### Documentation

#### For all RRSP Loans

Original, completed and signed B2B Trust RRSP Loan Application	✓
Void cheque from a personal account imprinted with the applicants name	✓
Proof of assets (upon request)	✓
Proof of income	
Salaried income	
▪ Recent pay stub or Notice of Assessment	Required for Loan amounts greater than the current year's contribution maximum or Loans with a term longer than 2 years.
Commissioned income	
▪ Last two years' Notice of Assessment	
Self-employed income	
▪ Last two years' Notice of Assessment and Financial Statements	
Letter of Direction (if paying out another financial institution.)	✓

## 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, issuer, and the expiration date (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

- Certificate of Canadian Citizenship or Naturalization
- 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

- 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 or Prince Edward Island]**