



OPERATION OF ACCOUNT AGREEMENT

SECTION 1 GENERAL INFORMATION

In this Agreement, the words "GPWM", "we" and "us" refer to GP Wealth Management Corporation. The words "you", "your", "yours" mean the client and any other individual with authority over the client's account. Financial Advisor refers to a person who represents GPWM as a registered agent and is licensed to deal with the general public.

In consideration of GPWM buying, selling and generally dealing with and trading in securities including agreeing to operate and maintain any account(s) for "you" the client, you agree that this agreement and any other applicable agreements will govern all matters pertaining to all of your accounts with GPWM, including any accounts opened in the future or any accounts which you have an interest in jointly.

The term securities includes Mutual Funds, Government Bonds, Canada Savings Bonds, Principal Protected Notes and Guaranteed Investment Certificates

SECTION 2 APPLICABLE RULES AND REGULATIONS

All activity in this account is subject to the rules and regulation of the securities industry, as applicable, the laws of the provinces in which we do business and the laws of Canada.

SECTION 3 HEADINGS AND PLURAL

The headings used in this Agreement are for convenience of reference only and shall not in any way affect its interpretation. In this Agreement, where the singular is used it shall include the plural and vice versa. Where the masculine is used, it shall include the feminine.

SECTION 4 OPERATION OF ACCOUNT

You are responsible for and acknowledge all orders placed by GPWM in your account and you must pay for the order at the time the order is placed. You are responsible for all commissions and other charges, if any, payable in respect of your orders. GPWM will only accept a redemption request from you for a security if the initial purchase of that security has been settled with the company and confirmed in your account.

For its own protection and without prejudice, GPWM has the sole discretion to reject any transaction requested by you in your account for legal, regulatory or eligibility reasons. GPWM reserves the right to set its own deadline to guarantee the receipt of next available net asset value. GPWM may change the deadline without a notice to you.

GPWM will only transact purchase orders for approved companies. For unapproved companies, GPWM will only accept redemption requests. Additionally, GPWM does not guarantee (a) timely payment of distributions; (b) next available net asset value; or (c) fixed settlement dates.

GPWM will transact a purchase order only if the applicable security is fully registered for sale in the jurisdiction of your residence.

For mutual fund securities, GPWM reserves the right to charge fees or commissions that are not noted in a fund company's prospectus. GPWM shall communicate such fees in writing to you at least 60 days prior to charging such fees. In addition, GPWM reserves the right to set its own minimum purchase or redemption amount, which may differ from what is noted in the fund company's prospectus.

SECTION 5 OTHER AGREEMENTS

This Agreement shall be construed in conjunction with any other agreements between GPWM and you in connection with the account, provided that, to the extent necessary, the terms and provisions of this Agreement shall supersede the terms and provisions of all other agreements with GPWM, whether or referred to herein, except that this Agreement in no way limits or restricts any other rights which GPWM may have under any other agreement or agreements with you. None of the terms and conditions of this Agreement may be waived or changed without agreement in writing signed by you and an authorized officer of GPWM. If any applicable rules and regulations are enacted, made, amended or otherwise changed with the result that any term or condition of this Agreement is, in whole or in part, invalid, then such term or condition will be deemed to be varied or superseded to the extent necessary to give effect to such applicable rules and regulations. Any term or condition of this Agreement which not withstanding any such variation is invalid shall not invalidate the remaining terms. All disclosures contained in the GPWM New Account Application Form are considered part of this Agreement.

SECTION 6 TRUST ACCOUNT OPERATIONS

When opening an account or making an additional deposit into an existing account(s), a personal cheque or other acceptable form(s) of payment must be made payable to "GP Wealth Management, In Trust" and deposited to our trust account when accepted. Amounts deposited to the trust account of GP Wealth Management are used only for the purchase of approved securities.

In addition, all client cash deposits are segregated from the operations of GP Wealth Management and managed in accordance with all regulatory requirements that must be adhered to and audited yearly by the independent auditors of the firm.

During normal operations the period between the date of deposit of client funds for the purchase of securities and the date of settlement of the client purchase of securities funds are held in trust. Any interest earned on these funds held in trust is not attributed to client deposits but is retained by GP Wealth Management for its day to day operations.

SECTION 7 FURTHER ASSURANCES

You shall do all acts or things and execute and deliver all documents or instruments as are necessary or desirable to give effect to all transactions for the account executed by GPWM pursuant to this Agreement.

SECTION 8 TRADING AUTHORIZATION

GP Wealth Management may accept a Limited Trading Authorization ("LTA") from an account holder for the express purpose of facilitating trade execution. By signing the LTA, the account holder is not granting discretionary trading authority and, accordingly, there will not be any trading in the account without the account holder's specific authorization. Designating a GPWM Financial Advisor as a Trading Authority does not constitute discretionary trading authorization. Your account is not a managed account. A form of LTA as prescribed by GPWM must be completed by the account holder and the financial advisor and approved by an authorized officer of GP Wealth Management.

You acknowledge that you are bound by any actions taken by GPWM or your Financial Advisor, and agree to indemnify GPWM against any and all actions, liabilities, damages, costs that may arise as a result of GPWM relying on this authorization. Such authorization is valid until cancelled by you by written notice to both, GPWM and the Financial Advisor. The authorization expires, among other conditions, on your death or mental incapacitation.

SECTION 9 ACCOUNT STATEMENTS, CONFIRMATIONS AND NOTICES

Your account number will appear on all statements, confirmations and tax receipts we send to you. Every statement or other communication sent by GPWM to you shall be deemed to have been acknowledged as correct, approved and consented to by you unless GPWM shall have received written notice to the contrary addressed to GPWM's Compliance Department within thirty (30) days after it is sent to you.

Every transaction indicated or referred to in any communication shall be conclusively treated as authorized pursuant to your instructions, and as ratified and confirmed by you, and as correct unless GPWM shall have received written notice to the contrary within thirty (30) days after it is sent to you. GPWM will not be liable for errors or omissions in connection with or in handling of orders relating to the purchase, sale, execution or expiration of a security or any other matter relating to the account unless caused by gross negligence.

Any notices or communication to you may be given by prepaid mail, or facsimile transmission to any address/facsimile number of record of you with GPWM or may be delivered personally to any such address of record, and shall be deemed to have been received, if mailed, on the second business day after mailing, or if sent by telegraph or facsimile transmission, on the day sent, or if delivered, when delivered.

If you consent to **Electronic Delivery of Documents** then in lieu of receiving such documents by mail, you agree with the following terms, conditions and instructions:

I acknowledge that I am not required to consent to electronic delivery of documents and that by electing to receive the documents electronically I will no longer receive them by regular mail. However, I may receive, at no cost, a paper copy of those documents delivered electronically, by contacting us Monday to Friday from 9:00 a.m. to 5:00 p.m. EST at:

Investor Services Phone #: 1.800.608.7707 extension 21
Email: edelivery@gpwealth.ca

This consent agreement will also cover documents as they become available from GP Wealth Management which is permitted by law to be delivered electronically. GP Wealth Management will advise me by electronic mail or notice on the web site that a document has been added and will update my consent profile to include any additional documents.

I further understand that I will be provided with a paper copy of any documents delivered electronically, if electronic delivery fails.

Customer Responsibilities

- I have obtained a valid ID and Password to access my GP Wealth Management account online prior to using this feature
- I will use the User ID and Password to gain access to my accounts in a secure area;
- I am solely responsible for retrieving and viewing documents after being notified via email that my documents are ready for view and retrieval; and
- I am responsible for informing GP Wealth Management of any changes to my email address –by going to "My Info" section of my secured site and updating my profile.

The following documents are covered by this consent:

Account Statements- Annual and Quarterly Statement of My Account in accordance with MFDA and Securities Regulation Requirements

Nothing in this section shall be interpreted as requiring GPWM to give any notice to you which is not otherwise required to be given by GPWM.

SECTION 10 LEGAL CAPACITY

You have reached the age of majority. The client, if a corporation, represents that it has the power and capacity to enter into this agreement and to effect the transactions contemplated herein and that the execution and delivery of this agreement have been duly authorized.

SECTION 11 EXTRAORDINARY EVENTS

GPWM shall not be responsible for any loss, howsoever caused, whether directly or indirectly, by

- (a) government restrictions; (b) self-regulatory organization rulings; (c) suspension of trading; (d) acts of God; (e) other circumstances beyond our control, such as strikes, wars, terrorist attacks etc.

SECTION 12 RIGHT OF RESCISSION

GPWM will only accept requests to rescind the purchase if it does not exceed the sum of \$50,000 and if you give us notice in writing within 48 hours of your receipt of the confirmation for a lump sum purchase. The trade confirmation will be deemed conclusively to have been received in the ordinary mail by you within 5 days of the date it is mailed.



SECTION 13 RIGHT OF WITHDRAWAL

GPWM will only accept requests to withdraw from an agreement to purchase if such requests are made in writing and within 2 business days of receipt of the prospectus for the fund, or within 48 hours of the receipt of the confirmation of the purchase.

SECTION 14 SEVERABILITY

In the event any term or provision of this Agreement, as amended from time to time, shall be deemed invalid, void or unenforceable, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this agreement shall remain in full force and effect.

SECTION 15 AMENDMENT

GPWM may, from time to time, amend the terms and conditions of this Account Agreement, with subsequent written notification to you.

SECTION 16 TERMINATION

GPWM may stop maintaining your account, if the account is used for mutual fund market timing practices. Such practices include frequent trading or price arbitrage trading. GPWM may at its sole discretion terminate your Account Agreement and require you to close or transfer your account to another dealer within a limited time set by it. In the event that you fail to do so, GPWM may liquidate your account, pay all outstanding obligations and forward the net balance, if any, to you. The liquidation of your account may have significant financial consequences, including tax consequences, for you for which you would be solely liable.

SECTION 17 SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and shall be binding upon GPWM and the client, and their respective heirs, executors, administrators, successors and assigns, as the case may be.

SECTION 18 LANGUAGE

It is the express wish of the parties that this Agreement and all documents, notices and other communication relating to the operation of the account, be in English language.

SECTION 19 JOINT ACCOUNT AGREEMENT (APPLIES ONLY TO NON-REGISTERED ACCOUNTS)

In consideration of GP Wealth Management Corporation (the "Dealer") to operate, open and/or maintain a joint account (the "Joint Account") for the account holder and the co-account holder (each individually, the "Client" and collectively, the "Clients"), the Clients hereby jointly and severally agree as follows:

1. All transactions for the Joint Account shall be subject to the terms and conditions of all other existing agreements between the Dealer and the Clients.
2. The Dealer may conclusively rely on the authority of either Client, acting alone, and that either Client is authorized and empowered for and on behalf of the Clients to:
 - a. deposit any securities or monies with the Dealer;
 - b. buy, sell and other deal in securities through the Dealer;
 - c. execute agreements or modify, terminate or waive any applicable provisions relating to the Joint Account in accordance with the terms of (i) this Joint Agreement (ii) any other agreement entered into by either Client with the Dealer; or (iii) any other authorization given to the Dealer by either Client, regardless of whether such agreement or authorization has been granted prior to or concurrently with or after the Clients agreed to the terms and conditions of this Joint Account Agreement;
 - d. execute and deliver any agreements that the Dealer may require;
 - e. generally deal with the Dealer as fully and completely as the Client alone was interested in the Joint Account;
 - f. receive requests and demand for payment, notices of intention to sell or purchase and such other notices and demands as the Dealer may from time to time in its sole discretion deem necessary for the operation of the joint account;
 - g. give instructions in relation to the Joint Account, including with respect to the address for receipt of confirmations, statements, notices and other communication from the Dealer and to receive them and acquiesce in their correctness;
 - h. settle, compromise, adjust and give release with respect to any claims, demands, disputes or controversies; and
 - i. make payments to either Client, or upon such Client's order, of any or all monies from the Joint Account as such Client may order and direct, even if such deliveries and/or payments shall be made to such Client personally and not for the Joint Account of the Clients and the Dealer shall be under no duty or obligation to inquire into the purpose or propriety of any such demand for delivery of securities or payment of monies, and the dealer shall not be bound to see to the application or disposition of the said Securities and/or monies so delivered or paid to either Client upon such Client's order. Notwithstanding subsection 2(i), the Dealer may, in its sole discretion, restrict the Joint Account and/or require written instructions from both of the Client when it deems necessary and shall not be responsible for any damages or losses in connection therewith.
3. The liability of the Client with respect to a Joint Account Agreement is joint and several. Without limiting the generality of the foregoing, the Clients hereby agree to pay to the Dealer promptly on demand all debit balances in the Joint Account. Furthermore, as continuing security for the discharge of the obligations under the Joint Account, each Client pledges in favor of the Dealer all property the Dealer may be holding or carrying for such Client, such pledge to be in addition to and not in substitution of the rights and remedies the Dealer otherwise would have. By giving notice of sale, the Dealer shall have the right to sell the property pledged in favour of the Dealer by public or private sale on such terms and conditions as the Dealer may see fit and apply the net proceeds to the payment of any amounts under this Agreement.

4. The Clients shall indemnify and save the Dealer and its successors or assigns harmless from all liabilities, costs, charges and expenses of every nature and kind incurred on account of a Joint Account Agreement. The indemnity and authorization provided by this agreement shall ensure to the benefit of the Dealer and its successors and assigns.

The Joint Agreement shall remain in full force and effect until written notice of revocation signed by all of the Clients and addressed to the Dealer is delivered to and acknowledged by the Dealer. Without limiting the generality of the foregoing, the Joint Account Agreement shall survive the death, bankruptcy, incompetence or disability of either Client until the Dealer is notified thereof. However, any revocation shall not affect any liability resulting from transactions initiated prior to such revocation. The Dealer may, before or after receiving such revocation, take such proceedings, require payment such as estate taxes and succession duties, waivers and consents, retain such portions of and/or restrict transactions in the Joint Account as the Dealer may, in its sole discretion, deem necessary for its own protection against any tax liability, penalty or loss under any present or future laws or otherwise. The estate or personal representatives of any person, who has died, gone bankrupt, become incompetent or disabled shall be liable to the Dealer, without affecting the joint and several liability of the Client.

SECTION 20 OTHER ACCOUNT HOLDER TYPE REPORTING REQUIREMENTS

Politically Exposed Foreign Person (PEFP) is an individual or a family member (mother, father, child, spouse/common law partner, spouse's/common law partner's mother or father, brother, sister, half-brother, half-sister) of an individual who holds or has ever held one of the following offices or positions in or on behalf of a foreign country: (a) a head of state or government; (b) a member of the executive council of the government or member of a legislature; (c) a deputy minister or equivalent; (d) an ambassador or an ambassador's attaché or counsellor; (e) a military general or higher rank; (f) a president of a state owned company or bank; (g) a head of a government agency; (h) a judge; (i) a leader or president of a political party in a legislature.

The term "**U.S. Person**" means

- (1) a U.S. citizen or resident individual,
- (2) a partnership or corporation organized in the United States or under the laws of the United States or any State thereof,
- (3) a trust if
 - a. a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and
 - b. one or more U.S. persons have the authority to control all substantial decisions of the trust, or
- (4) an estate of a decedent that is a citizen or resident of the United States.

DISCLOSURE NOTICES

INTRODUCING CARRYING DEALER ARRANGEMENT

GP Wealth Management Corporation ("introducing dealer") has entered into introducing/carrying dealer arrangement with B2B Bank ("carrying dealers"). GP Wealth Management Corporation is responsible for opening and approving the client's account and supervising the Financial Advisor, including ensuring that the investments and trading activity in the client's account are suitable based on the information provided by the client. The carrying dealer is responsible for trade execution, trade settlement, custody of cash and securities, issuing account statements, trade confirmations and most tax reporting. A carrying dealer may pay a portion of its fees to GP Wealth Management Corporation and vice versa for providing services.

PRIVACY POLICY NOTICE

GP Wealth Management Corporation is committed to protecting the privacy of all customer personal information that we collect and maintain in the course of carrying on our business. Please refer to the **GP Wealth Privacy Policy Notice** which describes how we collect, use, hold and when needed, disclose your personal information when we do business with you.

LEVERAGING DISCLOSURE STATEMENT

Risk of 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".

Please refer to the **GP Wealth Leverage Disclosure Statement** for complete details.

CLIENT COMPLAINT INFORMATION

Account holders of GP Wealth Management Corporation who are not satisfied with a financial product or service have a right to make a complaint and to seek resolution of the problem. As a member of the MFDA we have a responsibility to you to ensure that all complaints are dealt with fairly and promptly.

Please refer to the **GP Wealth Client Complaint Information Document** for complete details.



An explanation of the terms we use in our KYC process

While there are many factors that may affect the suitability of a recommended product, service or strategy, certain terms may require additional explanation and definition which we have identified below.

ANNUAL INCOME

When we request this information, we refer to your personal gross annual income from all sources which include employment (earned), pension (company and government) and investment income (interest and dividends). The information is a vital part in helping us assess and offer suitable products, services or strategies.

NET WORTH

We ask for a summary or detailed net worth information which consists of:

Net Worth Category	Description
Total Liquid Assets	A total of assets including all Cash Savings, Term Deposits/GIC's, Securities (Individual/Mutual Funds), other securities including RRSP, RESP, TFSA and any other property readily convertible to cash.
Total Fixed Assets	A total of assets including your home, investment properties, vacation properties, vehicles and any other property (pensions, LIRA/LIF) that is not readily converted to cash and not net of any liabilities against those assets.
Total Liabilities	Includes credit cards, mortgages, line of credit balances, car loans, personal bank loans or any other indebtedness or amounts owing against any assets identified above.

In some instances, depending on the product, service or strategy recommended, we may ask you to provide more detailed net worth information in order to assess the suitability of the recommended product, service or strategy.

INVESTMENT KNOWLEDGE

This information generally indicates your understanding of investment products and financial strategies and we record the information in 4 broad categories explained below:

Investment Knowledge	Description
Novice	Typically describes an investor with less than 1 year of experience and knowledge with investments and/or credit products. Very limited knowledge or experience with products including bonds, mortgages, stocks, mutual funds, term deposits and real estate.
Fair	Typically describes an investor with more than 1 year of experience with investments and/or credit products. Some knowledge or experience with products including bonds, mortgages, stocks, mutual funds, term deposits and real estate.
Good	Typically describes an investor with more than 5 years of experience with investments and/or credit products. A reasonable knowledge or experience with products including bonds, mortgages, stocks, mutual funds, term deposits and real estate.
Sophisticated	Typically describes an investor with more than 5 years of experience with investments and/or credit products. A strong knowledge and experience with products including bonds, mortgages, stocks, mutual funds, term deposits and real estate.

Your category of investment knowledge should reflect your understanding of investing and the associated risks including conveying the tone of past experience with various types of investments. We use this information to provide some indication of your risk tolerance and to understand the types of products, strategies or services which may be suitable for you and with which you are familiar and those that you may need more detailed explanations or time to understand.

TIME HORIZON

When we ask for this information we intend for you to indicate the time when you believe you will need to access 30% or more of the entire portfolio within your plan to which this question refers within the range of years you indicate. We then use this information to help determine if an investment is suitable for you given the time period you have indicated in holding the investment. You may have more than one plan with us with a different time horizon for each plan.

INVESTMENT OBJECTIVES

We record information about your objective in four categories and by asking you to apportion your plan by the percentage of the plan in question that should achieve this objective. You may have more than one plan with us with a different set of objectives indicated for each plan

Investment Objective	Description
Safety	This would be the portion of the portfolio in your plan that you cannot afford to lose any value regardless of your risk tolerance, typically invested in GICs, term deposits, daily and high interest savings accounts.
Income	This would be the portion of the portfolio in your plan that is invested in securities such as fixed income products that produce interest income or common shares that produce dividend income.
Growth	This would be the portion of the portfolio in your plan that is invested in common shares that provide for capital appreciation of assets and produce capital gains.
Speculation	This would be the portion of the portfolio in your plan that is invested in assets where the investor is willing to lose up to 100% of the investment, typically invested in exempt market products and venture capital funds.

We use this information to ensure that your financial goals can be met with the investments you own and are being recommended for you.

RISK TOLERANCE

When asking you to indicate your risk tolerance, we record it in six (6) categories and ask you to apportion your plan by the percentage of the plan in question that should not exceed this risk tolerance. While higher returns are generally associated with higher risk, higher risk investments may not achieve higher returns. It is important that your risk tolerance be the lesser of your ability to withstand losses and your willingness to accept risk.

Risk Tolerance	Description
Very Low	For an investor seeking an expected rate of return and with a very low risk of losing money over the short to long term; typically for Daily and High Interest Savings Accounts, Treasury Bills, Term Deposits (GIC's).
Low	For an investor seeking an expected rate of return sufficient to provide some current income with a low risk that they will lose money in ordinary circumstances over the medium to long term; typically for Money Market Funds, many Canadian Fixed Income Funds, Municipal, Provincial and Federal Bonds and Mortgages.
Low to Medium	For an investor expecting less than normal returns, but with a low risk, although higher than the "low" category, of losing money over the medium to long term; typically for Asset Allocation Funds and Balanced Funds, although some Equity Funds may qualify.
Medium	For an investor expecting normal rates of return from equity investments with a normal amount of risk; typically for Canadian and North American Equity funds, as well as Global Large Cap Equity Funds.
Medium to High	For an investor seeking slightly higher than normal rates of return and willing to undertake above average risk to achieve that; typically for Equity Funds that invest in specific countries (emerging markets) or specific sectors of the economy.
High	For an investor seeking higher returns who are willing to take a substantial risk that they will lose money; typically for Equity Funds that invest in specific countries (small cap stocks in emerging markets) or specific sectors of the economy (small cap or venture capital).

We then rank all approved products for their combined risk factors and compare the product risk with your stated risk tolerance to ensure that none of your holdings exceed your stated risk tolerances.

Please ask your Financial Advisor if any of the terms above require greater clarity before responding.