



**B2B TRUST**

A SUBSIDIARY OF LAURENTIAN BANK

**PURCHASE AGREEMENT  
AND TERMS OF OPERATION  
ACTIONGIC**

Participant's Name: \_\_\_\_\_ Contract/Investment #: \_\_\_\_\_

**TYPE OF INVESTMENT:**

RSP  Non RSP

**STOCK INDEX:**

S&P/TSE60

**TERMS OF OPERATION**

**PENDING ACTIONGIC**

Issue date: \_\_\_\_\_ Maturity date: \_\_\_\_\_

Amount: \_\_\_\_\_ Interest rate: \_\_\_\_\_

Since the ActionGIC is issued on a fixed date following an initial subscription period, any amount received before the issue date of this product will be invested in a GIC ("Pending ActionGIC"), while waiting for the final issuance of the ActionGIC. The Pending ActionGIC will be renewed automatically as an ActionGIC at maturity. Interest earned during this period will be added to the investment.

**ACTIONGIC**

Issue date: \_\_\_\_\_ Maturity date: \_\_\_\_\_

**Maximum rate of return**

The maximum rate of return for  3 years  5 years is \_\_\_\_\_ %.

1. **General.** ActionGICs issued by B2B Trust are guaranteed investment certificates with a return, if applicable, based on the S&P/TSE 60 stock index. The principal amount is always fully guaranteed; however, it does not bear any fixed interest rate.

2. **Maximum rate of return.** The maximum rate of return on a B2B Trust ActionGIC is always determined before the beginning of sales and may vary from one issue to another. It is the maximum rate of return for the duration of the investment, and not for one year only.

3. **Total rate of return calculation**

The total rate of return on these ActionGICs is based on the percentage increase of the closing index on the issue date, compared with the closing index of the day preceding two business days before the maturity date.

The actual rate of return is limited to a predetermined maximum rate. If a date does not correspond to a stock exchange business day for one of these indexes, the closing value of the business day preceding such date will be used instead for this index. If the total rate of return obtained is negative or nil, the fully-secured principal amount shall be paid upon investment maturity, up to a maximum predetermined rate of return. Interest is payable in Canadian dollars, at maturity only as the rate of return is only known at maturity.

4. **Weighting.** ActionGICs tied to the S&P/TSE 60 index are entirely linked to the performance of each index.

**SEE REVERSE**

5. **Withdrawals.** No withdrawal, partial or total transfer is permitted before the investment's maturity date. B2B Trust ActionGICs are not redeemable before maturity for use in the Home Buyer's Plan (HBP) or the Lifelong Learning Plan (LLP).
6. **Eligibility for tax plans.** B2B Trust ActionGICs are RSP-eligible and can also be held outside an RSP. It is important to note that these products are not eligible for B2B Trust Registered Retirement Income Funds (RRIF) or for the B2B Trust Life Income Fund (LIF).
7. **Tax considerations.** According to current tax laws for Canadian residents, interest earned from an ActionGIC must be included in declared income the year interest is paid. Laws governing accrued interest do not, as a rule, apply to holders of a B2B Trust ActionGIC. As such, the holder is not required to add theoretical earnings from an ActionGIC to income for the year ending. Because the full return is known only at maturity, any income earned is to be declared for the year in which it is paid out. Accrued interest on the Pending ActionGIC is added to the investor's income for the year it was paid out. **This information is general in nature and does not constitute legal or fiscal recommendations or opinions for investors. Consult a legal or taxation advisor with regard to your personal situation.**
8. **Death.** In the event of death, full withdrawal of the ActionGIC is permitted in accordance with B2B Trust policies in effect at the time of the withdrawal. Because the return is only known at maturity, only the capital will be paid out to the heirs if the withdrawal is requested before maturity.
9. **Risk.** Before investing in an ActionGIC, ensure that this product is suitable for your investment goals. Because the returns of these products are tied to the performance of one or several stock indexes, it is impossible to predict future return. Should the ActionGIC's rate of return be negative or nil, the principal amount invested shall be reimbursed at maturity; however no interest will be paid.
10. **Termination of a stock index or interruption of trading activities.** If one of the stock indexes used in conjunction with this product ceases activity for any reason whatsoever, the issuer reserves the right, with no obligation, to replace it with another stock index or to determine the product's rate of return in another manner. In the event that index trading is interrupted on one or several of the indexes in question or any other circumstance beyond the issuer's control prevents the release of index performance, the issuer may take the measures it deems appropriate under the circumstances, including but not limited to, deferral of the issue, deferral of the calculation of the return, and deferral of payment.

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**I have read the above-mentioned conditions and terms and I agree to be bound by them, as attests my signature below:**

**Client's signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Representative's signature:** \_\_\_\_\_