

## ACCOUNT AGREEMENT TERMS AND CONDITIONS

This agreement (the "Agreement") outlines the terms and conditions governing the Depositor's use of the Account (defined below). The Financial Institution does not offer the Account other than in accordance with these terms and conditions. By requesting and using the Account, the Depositor acknowledges its acceptance of these terms and conditions.

In consideration of the Financial Institution agreeing to operate the Account, the Depositor agrees as follows:

### 1. DEFINITIONS

**1.1 INTERPRETATION** – Any defined term used in this Agreement, defined in the singular, is deemed to include the plural and vice versa.

**"Access Terminal"** means any device used to access any of the Depositor's Accounts, including without limitation an ATM, a computer, a portable hand-held device, or a telephone including any form of mobile telephone.

**"Account"** means any of the Depositor's business accounts or subaccounts (if applicable) that the Depositor may have now or in the future at the Financial Institution.

**"ATM"** means an automated teller machine.

**"Authorized Signatory"** means the Depositor and any person authorized by the Depositor to exercise any or all of the following powers (either alone or with another person or persons) on behalf of the Depositor: sign binding agreements to designate any Authorized User(s), establish a member relationship with, become and act as the Depositor with, and borrow funds from, the Financial Institution, and for whom notice of any or all such authorization(s) has/have been given to the Financial Institution.

**"Authorized User"** means the Depositor and any person authorized by the Depositor to exercise any or all of the following powers (either alone or with another person or persons) on behalf of the Depositor: sign Instruments, access the Account using Member Card® Services or otherwise, provide instructions to the Financial Institution, and complete any and all other duties required with respect to the Account, and for whom notice of any or all such authorization(s) has/have been given to the Financial Institution.

**"Biller"** means a person who uses the EDP Services to deliver bills and invoices to their customers electronically.

**"Certified Facsimile Signature"** means a Facsimile Signature of the Depositor, Authorized User, and/or Authorized Signatory, as applicable, of which a certified copy has been given to the Financial Institution.

**"Contaminant"** means a computer virus, worm, lock, mole, time bomb, Trojan horse, rootkit, spyware, keystroke logger, or any other malicious code or instruction which may modify, delete, damage, disable, or disrupt the operation of any computer software or hardware.

**"Debit Card"** means a card issued by the Financial Institution that allows the holder of the card to deposit cash and/or Instruments or withdraw cash from the Account through an ATM, authorize Transactions on the Account through an ATM, and that operates like an Instrument to purchase goods and services from merchants.

**"Depositor"** means the customer or member of the Financial Institution who holds the Account with the Financial Institution.

**"Direct Services"** means the services offered by the Financial Institution from time to time that let the Authorized User access the Account using an Access Terminal. However, Direct Services do not include card services such as Debit Cards or Smart Cards provided by a Third Party.

**"EDP Services"** means an electronic mail service provided by EPO Inc. (doing business as epost™) that facilitates the delivery of bills and invoices from Billers to their customers using Direct Services.

**"EMT Answer"** means the word or phrase created by the sender of a money transfer and used by the recipient to claim or decline the money transfer using EMT Services.

**"EMT Contact Information"** means the electronic contact information, including without limitation an email address or telephone number, used in sending and receiving of a money transfer using EMT Services.

**"EMT Notice"** means the electronic notice sent to the recipient of a money transfer, when such money transfer is sent using EMT Services. The EMT Notice may be read by using an Access Terminal.

**"EMT Services"** means the money transfer service provided by Acxsys Corporation that facilitates the sending and receiving of money transfers (using including without limitation email or telephone) through Direct Services to and from Participating Financial Institutions, and/or the Acxsys Corporation payment service.

**"Facsimile Signature"** means a signature engraved, lithographed, printed, stamped, or otherwise mechanically reproduced or computer-generated on an Instrument.

**"Financial Institution"** means the financial institution set out in this Agreement.

**"Instrument"** means a cheque, promissory note, bill of exchange, order for payment, securities, cash, coupon, note, clearing item, credit card slip for processing, other negotiable instrument, or item of deposit or withdrawal of a similar nature and its electronic equivalent, including electronic debit instructions.

**"Member Card® Services"** means the services offered by the Financial Institution from time to time allowing the Authorized User with a Member Card® Debit Card and a PIN to access the Account by electronic means.

**"Night Deposit Service"** means the service that allows the Authorized User to make deposits or leave items for safekeeping after regular business hours.

**"Overdraft Rate"** means the per annum rate of interest, regardless of compounding frequency, designated by the Financial Institution as its "Overdraft Rate" from time to time.

**"PAC"** means the personal access code or word used with Direct Services to access an Account.

**"PAD"** means a Preauthorized Debit.

**"Participating Financial Institution"** means a financial institution participating in EMT Services.

**"PIN"** means the personal identification number used with the Debit Card to access the Account.

**"PIW"** means the personal identification word used in connection with Remote Instructions.

**"Point-of-Sale Transaction"** means the use of the Debit Card and the PIN as may be permitted from time to time by the Financial Institution for:

- a) the transfer of funds from the Account to purchase or lease goods or services from a merchant (the "Merchant");
- b) the transfer of funds from the Account to obtain a voucher, chit, scrip, token, or other thing that may be exchanged for goods, services, or money; or
- c) the transfer of funds into the Account from an account of a Merchant (e.g. a refund).

**"Preauthorized Debit"** means a Transaction debiting the Account that is processed electronically by a financial institution in accordance with the Depositor's written request.

**"Remote Instructions"** means instructions given by the Authorized User to the Financial Institution with respect to the operation of the Account from a remote location using telephone, mobile telephone, fax, via the Financial Institution's online banking system, email, text message transmission, or other remote communication acceptable to the Financial Institution in order to operate the Account or authorize Transactions and make arrangements with the Financial Institution.

**"Rules"** mean the published rules and standards of the Canadian Payments Association as amended from time to time.

**"Smart Card"** means a Debit Card that has an embedded integrated circuit that can process data and protect the cardholder from fraudulent use.

**"Third Party"** means any person, firm, corporation, association, organization, or entity other than the Financial Institution or Central 1 Credit Union ("Central 1").

**"Trade Name"** means the trade name(s) set out in this Agreement.

**"Transaction"** means any transaction processed to or from the Account.

### 2. GENERAL

**2.1 LIABILITY** – If the Depositor is a sole proprietorship or a corporation, or, in Ontario, an unincorporated association, the Account may be recorded in the name of the Depositor, and the Depositor is liable for all Transactions entered into with the Financial Institution under the name of the Depositor or the Trade Name, if applicable, whether the Transactions were entered into by the Depositor or by any other person or persons acting under the Depositor's authority, whether that authority was expressed, implied, or apparent. All statements, notices, and other documents addressed to a Trade Name will be deemed to be addressed to the Depositor.

**2.2 JOINT AND SEVERAL LIABILITY** – If the Depositor is a partnership, the partners are jointly and severally liable to the Financial Institution for all Transactions on the Account and for all obligations, debts, and liabilities of the Depositor under this Agreement. Each partner acknowledges and agrees that it is bound by all Transactions conducted by the Authorized User(s) on the Account. This joint and several liability continues even if the Depositor is dissolved or any of the partners withdraws, retires, or dies.

**2.3 FORMS** – The Depositor will use only such forms and Instruments as may be authorized by the Financial Institution from time to time.

**2.4 SERVICE CHARGES AND FEES** – The Depositor will pay fees incurred on the Account, including, without limitation, fees imposed by a Third Party. The Depositor will pay the service charges that the Financial Institution establishes from time to time for the Account, including, without limitation, service charges for providing records regarding the Depositor that the Financial Institution is legally required to provide. The Depositor acknowledges receipt of a schedule of the Financial Institution's charges for the Account in effect at the time of acceptance of this Agreement. The Financial Institution may from time to time increase or decrease the service charges for the Account and provide notice of such changes by mailing or emailing notice to the Depositor's last known address or email address, by posting notice at the Financial Institution's premises or on the Financial Institution's website, by personal delivery, or by any other means the Financial Institution, acting reasonably, considers appropriate to bring the change to the attention of the Depositor. Current service charges for the

## ACCOUNT AGREEMENT TERMS AND CONDITIONS (CONTINUED)

Account may be obtained by contacting the Financial Institution or through the Financial Institution's website. The Depositor is responsible for determining the then current service charges for the Account it requests in advance of requesting those services. By requesting the Account, the Depositor acknowledges its agreement to pay service charges for the Account requested by it then in effect. The Financial Institution can deduct service charges from the Account (or other accounts of the Depositor with the Financial Institution) when the service is requested or performed. New or amended service charges and fees will become effective following publication, when the service is requested or performed, or when incurred, and in any event, no later than 30 days after publication by the Financial Institution.

**2.5 VERIFICATION AND ACCEPTANCE OF TRANSACTIONS BY THE FINANCIAL INSTITUTION** – All Transactions are subject to verification and acceptance by the Financial Institution and, if not accepted, or if accepted but subsequently determined to be in error or otherwise improper or unauthorized, the Financial Institution may, but is not obliged to, reverse them from the Account. Verification may take place at a date later than the date the Depositor authorized the Transaction, which may affect the Transaction date. Notwithstanding any other provision herein, if at any time the Financial Institution, acting reasonably, determines that a credit to or traced to the Account was made in error or based upon a mistake of fact, or induced through or tainted by fraud or unlawful conduct, the Financial Institution may place a hold on the credit and/or reverse the credit and any applicable interest.

**2.6 NOTING OR PROTESTING** – The Depositor:

- will be liable, without presentation, protest, or notice of dishonour to any parties, for the nonacceptance or nonpayment of any bills, notes, cheques, or other Instruments the Depositor delivered to the Financial Institution for deposit, discount, collection, or otherwise; and
- will be liable to the Financial Institution as if proper notice of dishonour, protest, and presentment had been made or given;

and the Financial Institution may:

- charge such items, when dishonoured, to the Account in accordance with article 5.3, Returned Items, and
- note or protest any item should the Financial Institution consider it advisable to do so, but the Financial Institution will not be liable for failure to note or protest any such item.

**2.7 AUTHORIZED SIGNATORY(IES) AND USER(S)** – The Depositor will provide the Financial Institution with:

- a certified copy of the resolution of the entity, if applicable, and copy of the instructions of the joint venture setting forth the powers of the Authorized User(s), the number and combination of Authorized User(s) required to exercise the powers, the names or positions of the Authorized Signatory(ies), and, where applicable, the names of any other persons with whom the Financial Institution may communicate in respect of the operation of the Account; and
- a replacement certificate, or a certified copy of the resolution, if applicable, and copy of the instructions of the joint venture, if applicable, if the Authorized Signatory(ies) and/or Authorized User(s) or other authorized persons change(s).

The Financial Institution will be entitled to rely on the information contained in the last copy of the instructions of the joint venture, and the last certified resolution and/or replacement certificate of the Depositor, if applicable, delivered under this article.

**2.8 TRADE NAME** – In return for the Financial Institution agreeing to deal with Instruments made payable to, or endorsed in favour of, the Trade Name as though such Instruments were made payable to, or endorsed in favour of, the Depositor in the Depositor's name, the Depositor agrees that the Depositor will be liable and responsible to the Financial Institution for such Instruments as though the Instruments were made payable to or endorsed in favour of the Depositor in the Depositor's name.

The Depositor hereby agrees to indemnify and save the Financial Institution harmless for all liability, costs, damages, and expenses incurred by the Financial Institution by reason of the Financial Institution dealing with Instruments made payable to, or endorsed in favour of, the Trade Name. This indemnity will enure to the benefit of the Financial Institution and will be binding upon the Depositor and the Depositor's heirs, executors, successors and assigns.

**2.9 ENDORSEMENT STAMP** – The Depositor may use a stamped impression bearing the Depositor's name to endorse Instruments the Depositor delivers to the Financial Institution for deposit, discount, collection, or otherwise. Endorsement in such a manner will be as binding on the Depositor as an endorsement actually signed by the Depositor or by an Authorized User.

**2.10 CERTIFIED FACSIMILE SIGNATURES** – The Depositor may, from time to time, provide the Financial Institution with certified copies of the Facsimile Signatures of the Depositor, Authorized User(s) and/or Authorized Signatory(ies), as applicable. The Financial Institution may treat each Certified Facsimile Signature on an Instrument as the original and genuine signature of the Depositor, Authorized User(s) and/or Authorized Signatory(ies).

The Depositor will maintain appropriate security over all signature stamps, other devices, and computer programs used to apply or generate Facsimile Signatures on Instruments.

## 3. USE OF SERVICES

**3.1 NIGHT DEPOSIT SERVICE** – At the Depositor's request, the Financial Institution will accept for deposit monies or negotiable Instruments acceptable to the Financial

Institution placed in an envelope or deposit bag supplied by the Financial Institution and placed by the Depositor in the night depository, provided that the monies and negotiable Instruments are accompanied by a properly completed deposit slip signed by the Depositor and enclosed in the same envelope or deposit bag.

The Financial Institution will open the night depository on each business day of the branch during regular business hours and will deposit any monies and negotiable Instruments acceptable to the Financial Institution in the manner directed by the Depositor.

The Depositor agrees that the authorized Financial Institution officers who open the night depository and deposit the monies or negotiable Instruments to the credit of the Account are acting as the Depositor's agent up to the time at which the monies or negotiable Instruments are actually entered and recorded as having been deposited to the Account, and the Depositor nominates, constitutes, and appoints any such authorized Financial Institution officers to deposit any monies or negotiable Instruments placed by the Depositor in the night depository to the credit of the Account as directed by the accompanying deposit slip.

The Depositor acknowledges receipt of the number of access keys indicated on this Business Member Application form. The Depositor will not duplicate any keys without the Financial Institution's prior written approval.

**3.2 DIRECT SERVICES AND MEMBER CARD® SERVICES** – The Depositor may use or authorize the use of the Direct Services and/or the Member Card® Services to access any permitted Account and to authorize such Transactions as may be permitted by the Financial Institution from time to time commencing upon the day these terms and conditions are accepted by the Depositor and the Depositor's request for Direct Services and/or Member Card® Services is approved by the Financial Institution. The Financial Institution will issue a Debit Card to an Authorized User on request of the Depositor. The Depositor cannot use Direct Services or Member Card® Services to authorize Transactions on an Account that requires more than 1 authorization (i.e. with multiple signature requirements) unless prior authorization is received in writing and with the Financial Institution's approval. The Financial Institution may from time to time add to or delete from the types of use permitted and Direct Services and/or Member Card® Services offered.

The Depositor will not permit any Authorized User to deposit any coins, non-negotiable items, or anything not acceptable for deposit to the Account, into any ATM. The Depositor will pay to the Financial Institution any damages, costs, or losses suffered by the Financial Institution as a result of any such deposit.

A Debit Card's issue does not amount to a representation or a warranty that any particular type of service is available or will be available at any time in the future.

**3.3 DIRECT SERVICES AND MEMBER CARD® SERVICES ACKNOWLEDGMENT** – The Depositor acknowledges and agrees that:

- when transfers and bill payments are authorized through Direct Services, funds are deemed irrevocably transferred out of the Account and the Transaction cannot be revoked or countermanded by the Depositor;
- even if more than 1 signature is required on cheques and withdrawal slips, any 1 Authorized User may conduct Transactions using Direct Services and/or Member Card® Services, including transferring money out of the Account and making bill payments;
- anyone with access to the PAC, PIN, and/or PIW may be able to access Direct Services and/or Member Card® Services and may use the PAC, PIN, and/or PIW to transfer money out of an Account, set up bill payment arrangements, make bill payments, and authorize any other Transaction;
- the Financial Institution will not be liable in any way to the Depositor or any other person for processing or accepting on the Account any Transaction resulting in the transfer of money out of the Account or in the payment of bills, even if the money is used for the benefit of a person other than the Depositor, or if bills owed by a person other than the Depositor are paid;
- the Depositor will be liable for all Transactions conducted using Direct Services and/or Member Card® Services, including Transactions that benefit a person other than the Depositor or that result in the payment of bills owed by a person other than the Depositor; and
- a copy of an electronic communication is admissible in legal proceedings and constitutes the same authority as would an original document in writing.

**3.4 BILL PAYMENTS THROUGH AN ACCESS TERMINAL** – The Authorized User acknowledges and agrees that:

- bill payments made through Direct Services are not processed immediately and that the time period for processing depends upon a number of factors including, without limitation, the time when the bill payment is initiated and the internal accounting processes of the bill payment recipient;
- it is the responsibility of the Authorized User to ensure that bill payments are initiated in sufficient time for the payment to be received by the bill payment recipient before its due date; and
- the Financial Institution and Central 1 will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of non-payment or a delay in the processing of bill payments.

**3.5 AVAILABILITY OF DIRECT SERVICES AND MEMBER CARD® SERVICES** – The Depositor acknowledges that the availability of Direct Services and/or Member Card®

## ACCOUNT AGREEMENT TERMS AND CONDITIONS (CONTINUED)

Services depends on telecommunications systems, computer hardware and software, and other equipment, including equipment belonging to the Financial Institution, Central 1, and Third Parties, and that there is no guarantee or obligation to provide continuous or uninterrupted service. The Financial Institution and Central 1 are not liable for any cost, loss, damage, injury, inconvenience, or delay of any nature or kind whatsoever, whether direct, indirect, special, or consequential, that the Depositor may suffer in any way arising from non-continuous or interrupted service or the Financial Institution or Central 1 providing or failing to provide Direct Services and/or Member Card<sup>®</sup> Services, or from the malfunction or failure of telecommunication systems, computer hardware or software, or other equipment, or other technical malfunctions or disturbances for any reason whatsoever, nor are the Financial Institution or Central 1 liable for any lost, incomplete, illegible, misdirected, intercepted, or stolen messages, or failed, incomplete, garbled, or delayed transmissions, or online failures (collectively, "Interruption Claims"), even if the Depositor has advised the Financial Institution of such consequences. The Depositor releases and agrees to hold harmless the Financial Institution and Central 1 from any and all Interruption Claims.

### 3.6 EDP SERVICES – If the Financial Institution through Direct Services makes EDP Services available and the Depositor uses the EDP Services:

- a) the Depositor consents to epost<sup>™</sup> preparing, using, and disclosing reports relative to the performance and/or operation of the EDP Services, including statistical or performance reports and other analysis, compilation, and information about the EDP Services or the Depositor, and reports that pertain to the Depositor's involvement in and use of the EDP Services. The Depositor further consents to epost<sup>™</sup> disclosing to Central 1 Depositor-specific data that consists of the total number of Billers for which the Depositor has registered, without identifying those Billers apart from the Financial Institution and its affiliates, and without identifying detailed data of the Depositor's viewing activities;
- b) the Depositor acknowledges that epost<sup>™</sup> will not respond directly to the Depositor with respect to any enquiries, requests, questions, complaints, or other issues relating to the EDP Services in any way, other than to direct the Depositor to the Financial Institution or the Biller; and
- c) the Depositor acknowledges that the consents contained in a) above are requirements of the EDP Services and that if such consents are withdrawn, the Depositor's participation in the EDP Services may be suspended or terminated and any or all documents may not be presented via the EDP Services.

### 3.7 TRANSFERS WITH LINKED ACCOUNTS – If the Financial Institution through Direct Services enables the Depositor to link multiple Accounts to a single user name to allow the Depositor to access the Accounts from a single user name, it will not constitute merging the Accounts. If the Accounts are linked through Direct Services, then:

- a) the Financial Institution reserves the right to refuse to accept any Account;
- b) the Depositor agrees that the Financial Institution, at its discretion, may limit the type of Transactions that can be authorized between the Accounts, specifically whether Transactions will be in the form of credits to an Account, debits from an Account, or both credits to and debits from an Account;
- c) the Financial Institution reserves the right to limit the number of Accounts that can be linked;
- d) the Financial Institution reserves the right to limit the dollar amount of Transactions made to or from a linked Account;
- e) the Financial Institution reserves the right to limit the number of Transactions made to and from a linked Account;
- f) the Financial Institution reserves the right to apply a hold on the Transaction amount to a linked Account for a period of time to be determined by the Financial Institution during which time the Transaction or portion thereof will not be accessible to the Depositor;
- g) the Depositor agrees that the Financial Institution cannot guarantee the date of deposit to a linked Account. The Financial Institution and Central 1 will not be held liable for any cost, expense, loss, damage, or inconvenience of any nature arising as a result of a delay in the processing of Transactions; and
- h) all Transactions will be reversed if the Transaction cannot be delivered or if it is returned for any reason.

### 3.8 EMT SERVICES – If the Financial Institution through Direct Services makes EMT Services available and the Depositor uses the EMT Services, the Depositor acknowledges and agrees that:

- a) EMT Services are only available in Canadian dollars;
- b) the Account will be debited as soon as the Depositor initiates a Transaction, and the Financial Institution may hold the Transaction amount until the recipient successfully claims the amount or the Transaction is cancelled. The Financial Institution has no obligation to and will not pay interest on the Transaction amount. To the extent permitted at law, the Financial Institution is deemed to have a security interest in the Transaction amount from the time the Account is debited until the recipient successfully claims the amount or the Transaction is cancelled;
- c) Transactions sent and received through the EMT Services are subject to number and dollar limits that may change from time to time without prior notice to the Depositor;
- d) the Financial Institution will not be responsible or liable for any losses or damages incurred as a result of funds held and/or limits set by the Financial Institution, Acxsys Corporation, or a Participating Financial Institution;

- e) an EMT Notice advising the recipient of the Transaction amount will be generated approximately 30 minutes after the Depositor originates the Transaction;
- f) as the sender, the Depositor will keep the EMT Answer confidential and will not disclose it or share it with anyone but the intended recipient;
- g) the recipient must correctly provide the EMT Answer to claim or decline the Transaction amount;
- h) the Financial Institution, the other Participating Financial Institution, and Acxsys Corporation or Acxsys Corporation's agents are entitled to pay the Transaction amount to anyone who, using the EMT Services, claims to be the recipient and successfully provides the EMT Answer;
- i) the Financial Institution will not be liable for losses or damages incurred as a result of a person other than the intended recipient guessing or obtaining the EMT Answer;
- j) as the sender, the Depositor will not include the EMT Answer in the Transaction details;
- k) as the recipient, the Depositor will not disclose the EMT Answer except as required to claim or decline the Transaction;
- l) the recipient may claim a Transaction amount using the online banking services of the Financial Institution or another Participating Financial Institution or through the Acxsys Corporation payment service;
- m) if the recipient declines a Transaction that the Depositor initiated, the Transaction will be returned to the Depositor;
- n) funds usually arrive in the recipient's account within 3 to 5 business days from the day the recipient successfully claims the Transaction. The Financial Institution cannot guarantee the date of deposit;
- o) if the Depositor is the sender, the Transaction will be returned to the Depositor if the recipient does not claim the Transaction within 30 days of the date the Transaction is initiated, if the Transaction cannot be successfully sent to the recipient's EMT Contact Information as provided by the Depositor, or if the recipient declines the Transaction. The Depositor is responsible for providing the recipient's correct EMT Contact Information and further agrees that the recipient has consented to the Depositor's use of the EMT Contact Information for EMT Services purposes, including its provision to the Financial Institution, the other Participating Financial Institution, and Acxsys Corporation;
- p) if the recipient successfully claims the Transaction using the Acxsys Corporation payment service but provides incorrect account information, Acxsys Corporation or its agent may request correct account information from the recipient or may mail an Instrument to the recipient. The Financial Institution will not pay interest on the Transaction amount;
- q) the Financial Institution may cancel a Transaction if it has reason to believe that a mistake has occurred or if it believes that the Transaction is a product of unlawful or fraudulent activity;
- r) the Depositor is responsible for providing valid EMT Contact Information and will immediately update it via Direct Services if there are any changes to said EMT Contact Information;
- s) as the sender, the Depositor may cancel a Transaction up to the time the recipient successfully claims the Transaction. As the recipient, the Depositor acknowledges that a Transaction may be cancelled up to the time the Depositor successfully claims the Transaction;
- t) all disputes will be handled directly between the sender and the recipient;
- u) the Financial Institution may refuse to provide EMT Services for the Depositor; and
- v) the Financial Institution and Central 1 will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in processing a Transaction or for Transactions claimed by someone other than the intended recipient.

### 3.9 FOREIGN CURRENCY TRANSACTIONS – If the Depositor provides instructions to the Financial Institution on an Account that is denominated in a currency other than the currency of the Account, a conversion of currency may be required. In all such Transactions and at any time a conversion of currency is made, the Financial Institution may act as principal with the Depositor in converting the currency at rates established or determined by the Financial Institution, affiliated parties, or parties with whom the Financial Institution contracts. The Financial Institution, its affiliates, and contractors may earn revenue and commissions, in addition to applicable service charges, based on the difference between the applicable bid and ask rates for the currency and the rate at which the rate is offset in the market.

### 3.10 NO OBLIGATION – Nothing in this Agreement will oblige the Financial Institution to:

- a) honour any negotiable Instrument drawn by the Depositor on the Financial Institution,
- b) accept any monies for investment in shares or for deposit,
- c) redeem shares,
- d) transfer money, or
- e) lend money to the Depositor.

## ACCOUNT AGREEMENT TERMS AND CONDITIONS (CONTINUED)

### 4. DEPOSITOR INSTRUCTIONS

**4.1 INSTRUMENTS** – Notwithstanding article 2.5, Verification and Acceptance of Transactions by the Financial Institution, the Depositor acknowledges and agrees that the Financial Institution will not be obliged to examine or assure itself of the regularity or validity of any endorsement or signature appearing on any Instrument. The Depositor releases the Financial Institution from all claims by the Depositor or others concerning the regularity or validity of any endorsement or signature.

If the Depositor is not a sole proprietorship, the Depositor further acknowledges and agrees that if more than 1 endorsement or signature is required on an Instrument, that such an arrangement is solely between the Depositor and the Authorized User(s), whether the Financial Institution has notice of such an arrangement, including in the form described in article 2.7, Authorized Signatory(ies) and User(s), or not. The Depositor releases the Financial Institution from all claims by the Depositor or others concerning the number of endorsements or signatures required in any arrangement made between the Depositor and Authorized User(s).

The Depositor authorizes the Financial Institution, without enquiry, to honour and pay Instruments drawn on the Account, regardless of whether such Instruments are:

- a) drawn to the order of the Depositor or one of the Authorized Users on behalf of the Depositor who signed them,
- b) payable to cash or bearer,
- c) payable to the order and negotiated by or on behalf of the Depositor,
- d) encashed or tendered to pay the obligations of the Depositor or one or more of the Authorized Users on behalf of the Depositor who signed the Instrument, or
- e) deposited to the credit of the Depositor or one of the Authorized Users who signed them on behalf of the Depositor.

**4.2 COUNTERMANDS** – Any countermand of payment (commonly called a "stop payment") of a negotiable Instrument drawn on the Account must be in writing and signed by the Authorized User who signed the negotiable Instrument that is the subject of the countermand, or by some other person(s) duly authorized by the Depositor. On receiving a countermand of payment of a negotiable Instrument drawn on the Account, the Financial Institution will:

- a) use reasonable diligence to comply with the countermand, but
- b) not be liable to the Depositor or any other person by reason of complying with, or failing to comply with, the countermand, whether the Financial Institution is negligent, wilfully negligent, or otherwise.

The Depositor hereby agrees to indemnify and save the Financial Institution harmless for all liability, costs, damages, and expenses incurred by the Financial Institution by reason of it complying with, or failing to comply with, a countermand of payment. This indemnity will enure to the benefit of the Financial Institution and will be binding upon the Depositor and the Depositor's successors and assigns.

**4.3 REMOTE INSTRUCTIONS** – The Depositor may provide Remote Instructions to any branch of the Financial Institution as permitted by the Financial Institution, online through the Direct Services web portal, or through the Financial Institution's telephone banking service, if any. The Remote Instructions may concern the Account maintained at that branch, or concern other Transactions and arrangements conducted at or with that branch.

The Financial Institution may, but will not be obliged to, act on Remote Instructions received in the name of the Depositor along with any requisite PAC and/or PIW, if any, to the same extent as if the Remote Instructions were written instructions delivered to the Financial Institution by mail signed by an Authorized User on the Account. Any such Remote Instructions are deemed genuine.

The Financial Institution may, in its sole discretion, acting reasonably, delay acting on or refuse to act on any Remote Instructions.

Remote Instructions are deemed received by the Financial Institution only when actually received and brought to the attention of an authorized officer of the Financial Institution capable of acting upon and implementing the Remote Instructions.

Remote Instructions can be transmitted to the Financial Institution at the telephone or fax number or email address provided by the Financial Institution, or at such other telephone or fax number or email address as the Financial Institution may advise the Depositor by notice in writing, or online through the Direct Services web portal. **Any Authorized User(s) permitted to provide Remote Instructions may act alone and provide Remote Instructions to the Financial Institution on behalf of the Depositor, even if the instructions provided in accordance with article 2.7, Authorized Signatory(ies) and User(s), specifies that 2 or more Authorized Users are required to operate the Account.** The Financial Institution, acting reasonably, is entitled to assume that any person identifying himself or herself as an Authorized User is in fact an Authorized User, and can rely upon such, and the Financial Institution may act on the Remote Instructions provided by any such person. All Remote Instructions given to the Financial Institution in the name of the Depositor will bind the Depositor.

**4.4 ACCESS TERMINAL TRANSACTIONS** – The Depositor acknowledges and agrees that:

- a) using the PAC, PIN, and/or PIW to authorize a Transaction constitutes authorization of that Transaction in the same manner as if authorization was given by the Depositor in person or as otherwise contemplated or permitted by this Agreement;

- b) the Depositor will be bound by each such Transaction; and
- c) once a PAC, PIN, and/or PIW has been used to authorize a Transaction, the Transaction may not be revoked or countermanded.

This Agreement, and the fact that the Depositor has use of a Debit Card, does not give the Depositor any credit privileges or any entitlement to overdraw the Account, except as provided by separate agreement with the Financial Institution.

The Depositor irrevocably authorizes and directs the Financial Institution to debit or credit, as the case may be, the amount of any Transaction to the Account authorized using the PAC, PIN, and/or PIW, in person by the Depositor, or as otherwise contemplated or permitted by this Agreement, in accordance with the normal practices of the Financial Institution, which may be amended from time to time without notice.

**4.5 LOST OR DESTROYED INSTRUMENT** – If an Instrument drawn on the Account is lost or destroyed while in the possession of another financial institution or its agents, the Financial Institution may, for all purposes, treat a copy of the Instrument, certified as being a true copy by the other financial institution, as though it were the original Instrument.

**4.6 LOST OR STOLEN DEBIT CARD OR COMPROMISED PIN** – If the Depositor suspects or becomes aware that the Debit Card is lost or stolen, or that the PIN has been made accessible to another person, then the Depositor will notify the Financial Institution or its agent immediately, in person or by telephone. Notification will only be considered given if the Depositor speaks directly to an authorized Financial Institution officer or agent. Upon receipt of such notice, the Depositor's liability for further unauthorized use of the Debit Card will terminate. If the Depositor notified the Financial Institution promptly and cooperated in any investigation, once the Financial Institution is satisfied that the Depositor is the victim of fraud, theft, or coercion by trickery, force, or intimidation, the Depositor will be entitled to recover from the Financial Institution any direct losses from the Account through the use of the Debit Card in such fraud, theft, or coercion.

### 5. COLLECTIONS

**5.1 DEPOSITS** – The Financial Institution may:

- a) collect or present for acceptance or payment, through such banks or other agents as the Financial Institution may deem best, all negotiable Instruments delivered by the Depositor for deposit, discount, collection, or otherwise;
- b) accept in payment of, or remittance for, such negotiable Instruments, cash or bank drafts, cheques, settlement cards, clearing house slips, or any other evidence of payment from the banks or other agents; and
- c) place a hold on the proceeds of a negotiable Instrument presented by the Depositor until the Financial Institution accepts payment of, or remittance for, such negotiable Instrument.

Any deposit made on any day during which the Financial Institution is not open for business, or at any time during which the Financial Institution is not open for business, may be credited to the Account on the next business day of the Financial Institution.

The banks or other agents described in a) and b) above will be deemed the Depositor's agent and not the Financial Institution's agent.

The Financial Institution will not be liable for:

- d) any loss resulting from the acceptance of such evidence as a payment in lieu of cash,
- e) the failure of any bank or any agent to remit the same,
- f) the nonpayment of any cheque, bank draft, settlement card, clearing house slip, or any other evidence of payment accepted in payment or as a remittance from any other bank or agent, or
- g) the default, neglect, or mistakes of any such banks or agents.

The Financial Institution will be responsible only for the monies actually received by the Financial Institution from such banks or agents.

**5.2 HOLD ON ACCOUNTS OR TRANSACTIONS** – The Financial Institution may place a hold on the Account if:

- a) the Financial Institution becomes aware of suspicious or possible fraudulent or unauthorized Account activity that may cause a loss to the Depositor, the Financial Institution, Central 1, or an identifiable Third Party;
- b) an issue arises as to who the proper signing authorities are on the Account; or
- c) a claim is made by a Third Party to the funds in the Account which, in the Financial Institution's sole discretion, is potentially legitimate.

The Depositor authorizes the Financial Institution to make such inquiries and do such things, at the Depositor's expense, as the Financial Institution deems necessary to resolve any of the above noted issues, including applying, at the Depositor's expense, to a court of competent jurisdiction (a "Court") to pay funds into Court and/or seek directions from a Court. The Depositor agrees to indemnify the Financial Institution for any expense or cost incurred by the Financial Institution arising from the need to place a hold on the Account or Transactions, including but not limited to expenses incurred relating to an application to a Court. If the Depositor is requested and fails to do so, the Financial Institution may, in its sole discretion, close or place a hold on the Account, free of any responsibility or liability for unprocessed Transactions during such time. Any credit to the Account for any non-cash Instrument is provisional and subject to a hold or reversal unless the Financial Institution has received actual irrevocable payment.

## ACCOUNT AGREEMENT TERMS AND CONDITIONS (CONTINUED)

**5.3 RETURNED ITEMS** – The Financial Institution is authorized to debit the Account with the amount of any negotiable Instrument that:

- a) is not paid on presentation,
- b) the Financial Institution has paid and is then called upon to refund,
- c) may be dishonoured by nonacceptance or nonpayment,
- d) is drawn on the account of a party that is bankrupt or insolvent,
- e) the proceeds of which, through no fault of the Financial Institution, have been lost, stolen, or destroyed,
- f) the proceeds of which, for any reason, the Financial Institution is unable to collect or withdraw,
- g) has been cashed, negotiated, or credited to the Account but that has not been found good, or
- h) is found to be forged, fraudulent, counterfeit, or unauthorized, regardless of whether or not the negotiable Instrument has cleared.

The Depositor hereby agrees to indemnify and save the Financial Institution harmless for all liability, costs, damages, and expenses incurred by the Financial Institution in connection with the foregoing, and the Financial Institution may debit the Account with such costs, charges, and expenses. This indemnity will enure to the benefit of the Financial Institution and will be binding upon the Depositor and the Depositor's successors and assigns.

**5.4 OVERDRAFTS** – If:

- a) the Financial Institution honours an Instrument drawn by the Depositor on an Account and insufficient funds stand to the credit of that Account to pay the negotiable Instrument in full;
  - b) a negotiable Instrument delivered by the Depositor to the Financial Institution for deposit, discount, collection, or otherwise is returned to the Financial Institution dishonoured, and insufficient funds stand to the credit of the Account to permit the Financial Institution to debit the full amount of the dishonoured negotiable Instrument; or
  - c) the Financial Institution charges a fee, service charge, or other debit that the Financial Institution is authorized to charge to the Account, and the funds standing to the credit of that Account are less than the amount charged to the Account;
- then such event may, at the discretion of the Financial Institution, constitute:

- d) an application to redeem or transfer Financial Institution shares owned by the Depositor or to withdraw or transfer monies on deposit from an Account in the Depositor's name, to the extent that the funds standing to the credit of the particular Account are insufficient to pay the Instrument in full, or to permit the Financial Institution to charge the returned item or the fee, service charge, or debit to that Account; and
- e) an application for a loan to the extent that the shares or monies standing to the credit of the Account in the Depositor's name are insufficient to permit the payment or charging described in d) above.

If the Financial Institution grants a loan under e) above, the loan will be immediately due and payable forthwith without demand and the Depositor will pay interest on the balance of the loan at the Financial Institution's Overdraft Rate in effect from time to time.

The foregoing provisions do not give the Depositor any right to overdraw an Account or to authorize or permit anything, including a PAD or a Transaction authorized through a Debit Card, that would result in a negative balance in the Account. The Depositor agrees to indemnify the Financial Institution under article 7.3, Indemnity, e).

## 6. ACCOUNT SECURITY AND RISK

**6.1 DEPOSITOR RIGHTS FOR INNOCENT BREACH** – Subject to the provisions of this Agreement:

- a) if the Authorized User did not reveal the PAC, PIN, and/or PIW to any other person, other than authorized Financial Institution agents or officers when required by the Financial Institution, or write it down or otherwise record it, and changed the PAC, PIN, and/or PIW when required by this Agreement, the Depositor will not be liable for any unauthorized use that occurs after the Financial Institution has received written notice from the Depositor that the PAC, PIN, and/or PIW may have become known to someone other than the Authorized User. The Financial Institution will not be considered to have received written notice until the Financial Institution gives the Depositor written acknowledgement of receipt of such notice; and
- b) the Financial Institution will not otherwise be liable for any damages or other liabilities that the Depositor may incur by reason of the Financial Institution acting, or failing to act, on Remote Instructions given in the name of the Depositor, whether or not the Depositor or the Authorized User actually gave the Remote Instructions. The Financial Institution will not be liable for any damages or other liabilities that the Depositor may incur by reason of the Financial Institution acting, or failing to act, on no statement requests given in the name of the Depositor, whether or not the Depositor or the Authorized User actually gave the Remote Instructions.

**6.2 FRAUD PREVENTION AND DETECTION** – The Depositor agrees to maintain appropriate security controls and procedures to prevent and detect thefts of Instruments, or losses due to fraud or forgery involving Instruments.

The Depositor further agrees to diligently supervise and monitor the conduct and work of all agents and employees having any role in the preparation of the Depositor's Instruments, the Depositor's reconciliation of the statement of account for the Account, or other banking functions.

**6.3 PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND OTHER TRANSACTION PROBLEMS** – In the event of a problem with a Transaction or an unauthorized Transaction, the Depositor will report the issue promptly to the Financial Institution. The Financial Institution will investigate and respond to the issue on a timely basis. The Financial Institution will not unreasonably restrict the Depositor from the use of any funds subject to dispute, as long as it is reasonably evident that the Depositor or the Authorized User(s) did not cause or contribute to the problem or unauthorized Transaction, has fully cooperated with the investigation, and has complied with this Agreement. The Financial Institution will respond to reports of a problem or unauthorized Transaction within 10 business days and will, within a reasonable period of time thereafter, indicate what reimbursement, if any, will be made for any loss incurred by the Depositor. Reimbursement will be made for losses from a problem or unauthorized Transaction in this time frame provided that the Depositor has complied with this Agreement and on the balance of probabilities it is shown that the Depositor or the Authorized User(s) took reasonable steps to:

- a) protect the confidentiality of the PAC, PIN, and/or PIW as required by this Agreement, and
- b) use security safeguards to protect against loss, theft, and unauthorized access as required by this Agreement.

**6.4 DEBIT CARD CODE OF PRACTICE** – This Agreement is drafted with due regard to the Canadian Code of Practice for Consumer Debit Card Services, a copy of which is available from the Financial Institution on request.

If the Depositor is not satisfied with the Financial Institution's response, the Financial Institution will provide the Depositor, upon request, with a written account of its investigation and the reason for its findings. If the Depositor is not satisfied, the issue will be referred for mediation to either a Financial Institution system dispute resolution service, or if no such service is available, to an external mediator if agreed between the Depositor and the Financial Institution. Neither the Financial Institution nor the Depositor will have the right to start court action until 30 days have passed since the problem was first raised with the Financial Institution.

Any dispute related to goods or services supplied in a Point-of-Sale Transaction is strictly between the Depositor and the Merchant, and the Depositor will raise no defence or claim against the Financial Institution.

**6.5 ACCESS TERMINAL SECURITY** – If Direct Services are made available through the Internet or a telephone service provider, the Depositor acknowledges that, although the Financial Institution uses security safeguards to protect against loss, theft, and unauthorized access, because of the nature of data transmission, security is not guaranteed and information is transmitted at the risk of the Depositor. The Depositor acknowledges and shall ensure that any Access Terminal used by an Authorized User to access Direct Services has a current anti-Contaminant program and a firewall, and that it is the Depositor's responsibility to reduce the risk of Contaminants or online attacks and to comply with this provision. The Depositor further acknowledges that to reduce the risk of unauthorized access to the Account through the Access Terminal, the Authorized User will sign out of Direct Services and, where applicable, close the browser when it is finished using it. The Depositor further acknowledges that using public or shared computers and Access Terminals, or Access Terminals in a public place, to access Direct Services increases the risk of unauthorized access to the Account and will take all reasonable precautions to avoid such use and inadvertent disclosure of the PAC, PIN, and/or PIW.

**6.6 PAC, PIN, AND PIW CONFIDENTIALITY** – The Financial Institution can assign and/or require the Depositor to select and use a PAC, PIN, and/or PIW in connection with this Agreement. The Depositor agrees to ensure that the Authorized User(s) keep the PAC, PIN, and PIW confidential and will only reveal them to authorized Financial Institution agents or officers when required by the Financial Institution. The Depositor agrees to ensure that the Authorized User(s) will not record the PAC, PIN, or PIW in any format or medium. The Depositor can change the PAC, PIN, or PIW at any time. The Depositor will advise the Authorized User(s) that the Authorized User(s) may, by notice in writing to the Financial Institution, change the PAC, PIN, or PIW at any time. The Depositor agrees to ensure that the Authorized User(s) change(s) the PAC, PIN, or PIW if and when required by the Financial Institution. The Depositor acknowledges that the PAC, PIN, and/or PIW must be changed if there is a change in the Authorized Users on the Account.

The Depositor is responsible for all use of the PAC, PIN, and/or PIW and for all Transactions on the Account.

The Depositor acknowledges that the Financial Institution may from time to time implement additional security measures, and the Depositor will comply with all instructions and procedures issued by the Financial Institution in respect of such security measures. The Depositor is aware of the risks of unsolicited email, telephone calls, and text message transmissions from persons purporting to be representatives of the Financial Institution. The Depositor agrees not to respond to such unsolicited communications and will only initiate communications with the Financial Institution either

## ACCOUNT AGREEMENT TERMS AND CONDITIONS (CONTINUED)

through the Financial Institution's internet banking website or through the Financial Institution's published contact information as shown on the Financial Institution's website.

**6.7 EXCLUSION OF FINANCIAL INSTITUTION RESPONSIBILITY** – The Financial Institution is not responsible for any loss or damage suffered or incurred by the Depositor except to the extent caused by the gross negligence or willful misconduct of the Financial Institution, and in any such case the Financial Institution will not be liable for any indirect, special, consequential, or exemplary damages (including, but not limited to, loss of profits) regardless of the cause of action and even if the Financial Institution has been advised of the possibility of such damages. In no event will the Financial Institution be liable for any cost, loss, or damage (whether direct, indirect, special, or consequential) suffered by the Depositor that is caused by:

- a) the actions of, or any failure to act by, any Third Party (and no Third Party will be considered to be acting as an agent for the Financial Institution unless expressly authorized to do so),
- b) the inaccuracies in, or inadequacies of, any information provided by the Depositor to the Financial Institution,
- c) the failure by the Financial Institution to perform or fulfill any of its obligations to the Depositor, due to any cause beyond the Financial Institution's control, or
- d) forged, unauthorized, or fraudulent use of services, or forged, unauthorized, or fraudulent instructions or Instruments, or material alteration to an instruction, including Remote Instructions.

**6.8 RISKS AND DUTIES** – Except for loss caused exclusively by the Financial Institution's gross negligence or intentional or willful misconduct, and subject to the limitations of liability in this Agreement, the Depositor assumes all risk of loss due to the use of the Account, including, without limitation, the risk of Third Party fraud. The Depositor further agrees that it will notify the Financial Institution immediately:

- a) of any suspected or actual misuse or unauthorized use of the PAC, PIN, and/or PIW, or
- b) if the PAC, PIN, and/or PIW becomes known to anyone other than the Authorized User(s).

The Depositor agrees to change the PAC, PIN, and/or PIW in the event of a) or b) above.

The Depositor acknowledges that the Depositor is responsible for all use made of the PAC, PIN, and/or PIW and that the Financial Institution is not liable for the Depositor's failure to comply with any part of this Agreement. The Depositor is liable for all authorized and unauthorized use, including all Transactions. The Depositor is also liable for all fraudulent or worthless deposits made into the Account. Without limiting the generality of the foregoing, the Depositor expressly acknowledges and agrees that the Depositor shall be bound by and liable for any use of the PAC, PIN, and/or PIW by a member of any Authorized User's household.

The Financial Institution will not be liable to the Depositor for any action or failure to act of a Merchant or refusal by a Merchant to honour the Debit Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to authorize the use of the Debit Card for a Point-of-Sale Transaction.

Except for direct losses resulting from circumstances beyond the Depositor's control such as technical problems and unauthorized use of the Debit Card and PIN, the Financial Institution will not be liable for any loss, damage, or injury arising from the use of ATMs or Point-of-Sale terminals or from any mechanical or operational failure of any such devices, and the Depositor releases the Financial Institution from liability for any such loss, damage, or injury. In the event of alteration of the Account balance due to technical problems, card issuer errors, and system malfunctions, the Depositor will be liable only to the extent of any benefit the Depositor has received, and will be entitled to recover from the Financial Institution any direct losses the Depositor may have suffered.

The Depositor will instruct the Authorized User(s) not to use their Debit Card and PIN for any unlawful purpose, including the purchase of goods and services prohibited by local law applicable in the Depositor's jurisdiction.

The Depositor is liable for all transfers to linked accounts. The Depositor bears all risk for all such Transactions.

Where the Depositor knows of facts that give rise or ought to give rise to suspicion that any Transactions, instructions in respect of the Account, or Instruments deposited to the Account are fraudulent, unauthorized, counterfeit, or otherwise likely to be returned to the Financial Institution or found invalid for any reason, the Depositor has a duty to make reasonable inquiries of proper parties into such Transactions, instructions, or Instruments, as the case may be, to determine whether they are valid authorized Transactions, instructions, or Instruments, as the case may be, before negotiating or, alternatively, accessing any funds derived from such Transactions, instructions, or Instruments, and to disclose to the Financial Institution, the Depositor's suspicion and the facts upon which the Depositor's suspicion is based ("Suspicious Circumstances").

The Financial Institution may, in its sole discretion, investigate any Suspicious Circumstances disclosed by the Depositor but the Financial Institution does not owe the Depositor any obligation to undertake its own investigation of Suspicious Circumstances. The Financial Institution may place a hold on all or some of the Accounts pending investigation of any improper use of any Account. Any hold imposed by the Financial Institution pursuant to any of the terms of this Agreement, or investigation undertaken by the Financial Institution, is imposed or undertaken by the Financial

Institution at the Financial Institution's sole discretion and for the Financial Institution's sole benefit.

Release of a hold by the Financial Institution is not a confirmation that a Transaction, instruction, or Instrument is in fact good and may not be relied upon as such by the Depositor. If, to the satisfaction of the Financial Institution, any improper use is established, the Financial Institution can withdraw or suspend operation of the Account without notice.

Any monies or negotiable Instruments placed in an envelope or deposit bag and placed by an Authorized User in the night depository will be at the Depositor's risk until the monies or negotiable Instruments are actually entered or recorded as a deposit to the credit of the Account. The Financial Institution is not responsible for or under any obligation to account for any lost or destroyed monies or negotiable Instruments which an Authorized User may place in the night depository, even if the loss or destruction is the result of the Financial Institution's negligence or that of the authorized Financial Institution officers.

The Depositor acknowledges that the Depositor bears all risks related to the use of Facsimile Signatures.

**6.9 FINANCIAL INSTITUTION RECORDS** – The Financial Institution's records of all Transactions will be deemed to be correct and will be conclusive and binding on the Depositor. All Transactions will appear on the regular statement of account for the Account.

If the Depositor thinks that the records of the Financial Institution contain an error or omission, or reflect unauthorized Account activity, the Depositor must give immediate written notice to the Financial Institution, and in any event, must do so within the time provided in this Agreement.

A copy of any fax or email message or other Remote Instructions or the Financial Institution's notes of any Remote Instructions given by telephone may be entered into evidence in any court proceedings as if it were an original document signed on behalf of the Depositor. The Depositor will not object to the admission of the Financial Institution's or Central 1's records as evidence in any legal proceeding on the grounds that such records are not originals, are not in writing, are hearsay, or are documents containing information extracted from a computer, and all such records will be conclusive evidence of the Remote Instructions in the absence of documentary recorded evidence to the contrary.

In the absence of evidence to the contrary, the records of the Financial Institution are conclusive for all purposes, including litigation, in respect of any other matter or thing relating to the state of the Accounts between the Depositor and the Financial Institution in respect of any Transaction.

**6.10 LIABILITY FOR ERRORS AND OMISSIONS** – If the Financial Institution makes an error or omission in recording or processing any Transaction, the Financial Institution is only liable for the amount of the error or omission if the Depositor has not caused or contributed to the error or omission in any way, has complied with this Agreement, has given written notice to the Financial Institution within the time provided in this Agreement, and to the extent the liability is not otherwise excluded by this Agreement.

If the Depositor has given such notice, the Financial Institution's maximum liability is limited to the amount of the error or omission. In no event will the Financial Institution be liable for any delay, inconvenience, cost, loss, or damage (whether direct, special, indirect, exemplary, or consequential) whatsoever caused by, or arising from, any such error or omission.

## 7. THIRD PARTIES

**7.1 LINKS** – If Direct Services are made available through the Internet, the Financial Institution's website may provide links to other websites, including those of Third Parties who may also provide services to the Depositor. The Depositor acknowledges that all those other websites and Third Party services are independent from the Financial Institution's and may be subject to separate agreements as govern their use. The Financial Institution and Central 1 have no liability for those other websites or their contents or the use of Third Party services. Links are provided for convenience only and the Depositor assumes all risk resulting from accessing or using such other websites or Third Party services.

**7.2 SERVICES** – The Financial Institution and Central 1 may from time to time make services provided by Third Parties available through the Financial Institution's website or Direct Services. The Depositor acknowledges and agrees that:

- a) the Financial Institution and Central 1 make the services of Third Parties available through the Financial Institution's website or Direct Services for the convenience of Depositors. The services are provided by the Third Party and not the Financial Institution or Central 1. The Depositor's relationship with the Third Party shall be a separate relationship, independent of the relationship between the Depositor and the Financial Institution and Central 1 and such a relationship is outside the control of the Financial Institution and Central 1;
- b) the Financial Institution and Central 1 make no representation or warranty to the Depositor with respect to any services provided by a Third Party even though those services may be accessed by the Depositor through the Financial Institution's website or through Direct Services;
- c) the Depositor assumes all risks associated with accessing or using the services of Third Parties;

## ACCOUNT AGREEMENT TERMS AND CONDITIONS (CONTINUED)

- d) the Financial Institution and Central 1 have no responsibility or liability to the Depositor in respect of services provided by a Third Party;
- e) any dispute that relates to services provided by a Third Party is strictly between the Depositor and the Third Party and the Depositor will raise no defence or claim against the Financial Institution and/or Central 1; and
- f) the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* may apply to the services provided by Third Parties and that the Third Parties will from time to time adopt policies and procedures to address the reporting, record-keeping, and client identification requirements of that legislation.

**7.3. INDEMNITY** – The Depositor agrees to indemnify and hold the Financial Institution and its service providers and Central 1 and all of their connected parties, including without limitation their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the “Indemnified Parties”) harmless from and against any and all liabilities and costs, including without limitation reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to the Depositor’s use of the Account. Depositors must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defense of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, the Depositor will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, and damages, including direct, indirect, and consequential, incurred by the Indemnified Parties as a result of:

- a) the Financial Institution treating a Facsimile Signature of an Authorized User and/or Authorized Signatory as an original and genuine signature,
- b) any of the Indemnified Parties making the Account available to the Depositor,
- c) any of the Indemnified Parties acting upon, or refusing to act upon, Remote Instructions,
- d) any of the Indemnified Parties acting upon, or refusing to act upon, no statement requests made by the Depositor,
- e) any Transaction that would result in a negative balance in the Account, or
- f) any other Transaction authorized by the Depositor.

This indemnity will enure to the benefit of the Indemnified Parties and will be binding upon the Depositor and the Depositor’s successors and assigns and shall survive the termination of this Agreement for any act or omission prior to termination as gives rise to an indemnified claim, even if notice is received after termination.

## 8. ACCOUNT RECORDS

**8.1 PAPER STATEMENTS** – Unless the Depositor requests the Financial Institution to hold the Depositor’s statement of account for the Account for pick up by the Depositor, or appoints in writing an agent to pick up the statement of account for the Account, or consents to the statement of account for the Account being made available electronically, or requests no statement of account for the Account to be sent by the Financial Institution, the Financial Institution will mail such statement of account for the Account to the Depositor at the address the Depositor last gave in writing. It is the Depositor’s responsibility to notify the Financial Institution immediately of any change in the Depositor’s address.

**8.2 NO PAPER STATEMENT ACKNOWLEDGEMENT** – If, at the request of the Depositor, the Financial Institution agrees to cease printing and mailing statements of account for the Account to the Depositor, the Depositor acknowledges and agrees that the Depositor will be responsible to obtain (whether from the Financial Institution or using Direct Services) and review, after the end of each calendar month, a statement of account for the Account.

**8.3 COMPLIANCE WITH NOTIFICATION DATE** – The Depositor will be responsible to obtain (whether from the Financial Institution or using Direct Services) and review, after the end of each calendar month, a statement of the activity in the Account, and will, by no later than the end of the following calendar month (the “Notification Date”), notify the Financial Institution of any errors, irregularities, omissions, or unauthorized Transactions of any type in that account record or in any Instruments or other items, or of any forgeries, fraudulent or unauthorized Transactions of any type, and any debits wrongly made to the Account.

Notwithstanding any other provision of this Agreement, after the Notification Date (except as to any errors, irregularities, omissions, or unauthorized Transactions of any type of which the Depositor has notified the Financial Institution in writing on or before the Notification Date), the Depositor agrees that:

- a) the amount of the balances shown on the last day of the calendar month is correct and binding on the Depositor subject to the right of the Financial Institution to make reversals in accordance with this Agreement,
- b) all amounts charged to the Account are valid,
- c) the Depositor is not entitled to be credited with any amount not shown on the statement of account for the Account for that calendar month,
- d) the Depositor has verified the validity of any Instruments and instructions, and
- e) the use of any service shown is correct.

**8.4 DEPOSITOR ACKNOWLEDGEMENT** – The Depositor acknowledges that:

- a) notwithstanding a negotiable Instrument may be provisionally posted to the Account, it is not considered processed until it has been honoured and irrevocably collected by the Financial Institution and the time for return by any process of law has expired. The credit represented by a negotiable Instrument that is not honoured and collected, or is charged back or tainted by fraud, may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly, and
- b) notwithstanding a deposit or other credit may be provisionally posted to the Account, it is not considered processed until it has been verified and accepted by the Financial Institution. A deposit or other credit that is not verified and accepted may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly.

**8.5 PAD REIMBURSEMENT** – Despite article 8.3, Compliance with Notification Date, if the Depositor has authorized PADs to be issued against any of the Accounts, the Depositor acknowledges that the Rules provide that, under specified conditions, claims for reimbursement of PADs may be made and:

- a) where the purpose of the PAD was for payment of consumer goods and services, the time period for making such a claim is 90 calendar days from the date of debiting, and
- b) where the purpose of the PAD was for payment of goods and services related to commercial activities of the Depositor, the time period for making such a claim is 10 business days from the date of debiting.

Claims must be made in writing to the Financial Institution within the specified time period and in compliance with the Rules, as amended from time to time.

The Depositor further acknowledges that:

- c) the Depositor may not receive the statement of account for the Account before the 10 business-day period expires and the Financial Institution is not obliged to otherwise notify the Depositor of PADs debited to the Account, and
- d) after the 10 business-day period expires, and whether or not the Depositor has been notified of the PAD being debited to the Account, the Depositor must resolve any dispute directly with the payee – the Financial Institution will not be required to reimburse the Depositor for the amount of such PAD, notwithstanding any other provision of this Agreement.

The Depositor is responsible for PADs authorized by it, and agrees:

- e) to release and discharge the Financial Institution from any and all claims and demands (except claims for reimbursement made within the 10 business-day period) in respect of PADs issued against the Account, and
- f) to indemnify and save the Financial Institution harmless, from and against, all liability, cost, damages, and expenses incurred by the Financial Institution in connection therewith. The above indemnity enures to the benefit of the Financial Institution and will be binding upon the Depositor and the Depositor’s successors and assigns.

**8.6 ACCOUNT STATEMENTS AND TRANSACTION VERIFICATION** – The Depositor shall be deemed to have received a statement of account for the Account each time the Depositor uses Direct Services and each time the Depositor obtains an Account balance through any ATM or Access Terminal or conducts a Point-of-Sale Transaction. The Depositor shall also be deemed to have received and reviewed a statement of account for the Account at least monthly no later than the 21st day of the month following the preceding month, whether actually issued by the Financial Institution or whether the Depositor actually receives one or not.

The Depositor agrees to examine every statement of account for the Account as soon as the Depositor receives it or is deemed to have received it. The Depositor shall immediately, and in any event no later than 30 days after receiving or being deemed to have received a statement of account for the Account, give notice to the Financial Institution of any errors, omissions, or irregularities, including any fraud or unauthorized activity, included in or preceding each such statement of account for the Account. Unless objected to in writing within 30 days of the date on which the statement of account for the Account is received or is deemed to have been received by the Depositor, the Depositor agrees that the Financial Institution’s records are conclusive evidence of the Depositor’s dealings with the Financial Institution regarding the Depositor’s Account and are correct, complete, authorized, and binding upon the Depositor, and the Financial Institution will be released from all responsibility for Account activity preceding the statement of account for the Account.

After the expiration of the 30-day period (except for errors or irregularities identified by notice in writing to the Financial Institution before the 30 days expire), the Depositor may not claim for any purpose that any entry on the statement of account for the Account is incorrect and will have no claim against the Financial Institution for reimbursement relating to any entry, even if the entry is unauthorized or fraudulent or is based upon an Instrument or instruction that is forged, unauthorized, or fraudulent.

Nothing in this article limits in any way the rights of the Financial Institution under this Agreement including, without limitation, the rights of the Financial Institution under article 2.6, Noting or Protesting, article 5.1, Deposits, and article 5.3, Returned Items.

## ACCOUNT AGREEMENT TERMS AND CONDITIONS (CONTINUED)

**8.7 RECORDS AND CHEQUE IMAGING** – The Financial Institution will determine, in its sole discretion, whether Instruments and other items will be returned to the Depositor with the statement of Account for the Account.

If the Financial Institution implements an imaging program, the Financial Institution will determine, in its sole discretion, whether copies of images of Instruments and other items will be provided for the statement of account for the Account. The Depositor acknowledges that copies of images of Instruments and other items may be provided before the Financial Institution has determined whether the Instrument or other item will be honoured or accepted and agrees that copies of images of Instruments and other items are made available by the Financial Institution as a service to the Depositor and that the provision of copies of images of Instruments and other items does not mean that the Transaction has been processed or in any way oblige the Financial Institution to honour or accept the Instrument or other item.

The Depositor acknowledges that if the Financial Institution adopts an imaging program, the physical Instruments and other items may be destroyed. If the Financial Institution has implemented an imaging program and determines not to include copies of images of Instruments and other items with the statement of account for the Account, the Financial Institution will ensure that copies of images can be made available to the Depositor upon request for at least 5 years following the date of the statement of account for the Account on which the Instrument or other item appears, subject to payment of the service charges established by the Financial Institution from time to time.

**8.8 VIEWING DOCUMENTS** – The Financial Institution may, in connection with Direct Services, permit the Authorized User to view and print images of documents. The Depositor acknowledges and agrees that such images are made available by the Financial Institution as a service to the Depositor and the provision of such images does not in any way oblige the Financial Institution to permit the Authorized User to view and print images of documents.

## 9. OPERATION OF THE ACCOUNT

**9.1 MODIFICATION OF AGREEMENT** – The Financial Institution may, in its sole discretion, amend the terms and conditions of this Agreement as it relates to the Depositor's future use of the Account from time to time, for any reason, without any liability to the Depositor or any other person. The Financial Institution may provide notice of a change to this Agreement by mailing notice to the Depositor's last known address, by posting notice at the Financial Institution's premises, by personal delivery, or by any other means the Financial Institution, acting reasonably, considers appropriate to bring the modification to the attention of the Depositor. The Depositor is responsible for regularly reviewing the terms and conditions of this Agreement. If the Depositor uses the Account after the effective date of an amendment to this Agreement, it will mean that the Depositor agrees to the amendment and adopts and is bound by the newer version of this Agreement. The Depositor may not change, supplement, or amend this Agreement by any means.

**9.2 TERMINATION** – This Agreement may be terminated by either the Financial Institution or the Depositor on not less than 1 business day's prior written notice.

The Depositor shall not, and shall ensure that each Authorized User does not:

- a) use the Account and/or Third Party services for an illegal, fraudulent, or defamatory purpose, and
- b) take steps, or cause, or permit anything to be done that could undermine the security or integrity of the Account and/or Third Party services (including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of the Account and/or Third Party services).

In the event of a breach of the provisions of a) or b), the Account or any service provided by a Third Party may be suspended or terminated.

Notwithstanding the above, the Depositor acknowledges and agrees that the Financial Institution may, in its sole discretion, at any time or for any reason, restrict, suspend, or terminate the Depositor's Account privileges on not less than 1 business day's prior written notice. The Depositor acknowledges and agrees to indemnify and save harmless the Financial Institution from and against any and all damages, costs, expenses, and liability arising or incurred by the Financial Institution as a result of any use of the Account by an Authorized User that:

- c) is inconsistent with a restriction imposed on the use of the Account by the Financial Institution and communicated to the Depositor, or
- d) takes place following the suspension or termination of service privileges by the Financial Institution.

The Depositor will immediately return all Debit Cards issued to it or to the Authorized User(s) upon:

- e) ceasing to be a member of the Financial Institution,
- f) termination of this Agreement,
- g) termination of Debit Card privileges, or
- h) otherwise upon request by the Financial Institution.

The Depositor will be responsible for paying all legal fees and expenses (on a solicitor and own client basis) incurred by the Financial Institution in terminating the Account.

The Depositor's insolvency, bankruptcy, dissolution, or death will constitute an automatic revocation of the privileges associated with the Account.

If the Financial Institution gives the Depositor notice of termination, the Depositor will immediately cease using the Night Deposit Service, return all access keys, and

reimburse the Financial Institution for any loss or damage to the keys or other facilities provided by the Financial Institution.

Any notice of termination shall not release the Depositor from any obligations under this Agreement.

**9.3 NOTICES** – Any notice required or permitted to be given to the Financial Institution in connection with this Agreement must be in writing and must be addressed and delivered to the Financial Institution at the address or fax number set forth on this Agreement. Any notice required or permitted to be given to the Depositor in connection with this Agreement may be given to the Depositor by delivering a written notice to the Depositor's last known address, at such other address, email address, or fax number given by the Depositor to the Financial Institution, or, except as to confidential financial information specific to the Depositor, by posting notice at the Financial Institution's premises or on the Financial Institution's website, or by any other means the Financial Institution, acting reasonably, considers appropriate to bring the notice to the attention of the Depositor.

**9.4 ELECTRONIC EXECUTION** – This Agreement may be executed electronically. Use of the Account shall be deemed to be acceptance of these terms and conditions as of the date of first use, or in the case of a modification of this Agreement, acceptance of the modified terms and conditions.

**9.5 PROCEEDS OF CRIME LEGISLATION** – The Depositor acknowledges that the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* apply to the operation of the Account and that the Financial Institution will from time to time adopt policies and procedures to address the reporting, record-keeping, and client identification requirements of that legislation. The Depositor agrees, and shall ensure that the Authorized User(s) agrees, to abide by and comply with all such laws and procedures.

**9.6 OTHER CLAIMS ON THE ACCOUNT** – If the Financial Institution receives notice of a possible claim against, or interest in, any of the Accounts under any court order, statutory demand, or under applicable family, domestic relations, matrimonial property, or similar legislation, a marriage agreement, or a separation agreement, the Financial Institution may refuse to permit the Depositor to have any dealings with any of the Accounts, even if funds stand to the credit in any such Account. The Financial Institution will not be liable for any loss or damage resulting from any refusal by the Financial Institution under this article.

**9.7 APPLICABLE LAW** – This Agreement is governed by the laws of the province of the Account, or if more than 1 Account, then the jurisdiction of incorporation of the Financial Institution and the federal laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.

**9.8 ENUREMENT** – This Agreement will take effect and continue for the benefit of and be binding upon each of the Financial Institution and the Depositor and their successors and assigns.

**9.9 SEVERABILITY** – This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then:

- a) such provision will be interpreted, construed, or reformed to the extent reasonably required to render the same valid, enforceable, and consistent with the original intent underlying such provision; and
- b) such invalidity or unenforceability will not affect any other provision of this Agreement.

**9.10 NO WAIVER** – No waiver by the Financial Institution of any breach of or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. The Financial Institution may, without notice, require strict adherence to the terms and conditions of this Agreement, despite any prior indulgence granted to or acquiesced in by the Financial Institution.

**9.11 CHOICE OF LANGUAGE** – It is the express wish of the parties that this Agreement and any related documents be drawn up and if execution is required, to be executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.