

BUSINESS/AGRICULTURE FIXED DATE DEPOSIT AGREEMENT

TERMS AND CONDITIONS

Meanings

1. In this agreement, “**you**” and “**your**” refer to the Customer identified within ATB’s online fixed date deposit application (“**Application**”); and “**ATB**” means Alberta Treasury Branches operating as ATB Financial.

Interest

2. Unless otherwise indicated next to Interest Option:

- a. interest is calculated daily as simple interest at the Interest Rate specified by ATB, not the Customer, in the Application; and
- b. interest is paid on the Maturity Date in accordance with the Maturity Option selected by you.

3. If this fixed date deposit is indicated as ‘Linked’ next to the Product Name:

- a. The Interest Rate payable is calculated and determined by ATB and you acknowledge that ATB may use its discretion and judgment in relation to calculations and any determinations made in respect of the return payable.
- b. You acknowledge and agree that there is the possibility of the occurrence of a market disruption or other event which will have a material effect on ATB’s ability to calculate the return payable to you, to manage the related risk, or to otherwise perform its obligations. As a result, ATB may, acting reasonably, take such action as it deems necessary including adjusting, advancing, or delaying the calculation or payment of the return.

4. No interest will be paid in respect of any period beyond maturity.

Redemption

5. If this deposit is indicated as ‘redeemable’, then the sum deposited may be withdrawn in whole, but not in part, at any time, provided that:

- a. If the original term is for less than one (1) year, then ATB reserves the right to require ten (10) days notice of withdrawal; or
- b. If the original term is for one (1) year or greater, then ATB reserves the right to require thirty (30) days notice of withdrawal; and
- c. If withdrawn in less than thirty (30) days, then no interest will be paid and if withdrawn after thirty (30) days, but prior to the Maturity Date, then simple interest will be paid, calculated daily at ATB’s then applicable early redemption rate.

6. If this fixed date deposit is indicated as ‘not redeemable’, then it may not be withdrawn or redeemed prior to the Maturity Date. Notwithstanding, ATB may permit you, in its sole discretion, to redeem or withdraw prior to the Maturity Date on payment of a penalty determined by ATB.

Renewal

7. If the Maturity Option you have selected is ‘pay by cheque’ and on maturity ATB is unable to deliver the cheque to you [or if you have selected ‘credit account’ and on maturity the account you have indicated for deposit has been closed or ATB is otherwise unable to deposit the funds to such account], then, at ATB’s option, it may either deposit the funds into any account you have with ATB or ATB may reinvest the funds in another fixed date deposit with ATB for a term selected by ATB at ATB’s then prevailing interest rates and terms.

Inactive

8. If you have made no contact with ATB for a period of one (1) year, then this fixed date deposit will be designated as ‘inactive’. If, at that time, the balance is under \$250, then, after one (1) additional year, if ATB is unable to contact you to re-activate the fixed date deposit or you otherwise do not re-activate the fixed date deposit by conducting a transaction or acknowledging the balance in writing, then, by law, the balance may be forfeited. You will then have

three (3) additional years to reclaim the balance, after which time, ATB will have no liability to reimburse you. If, after the fixed date deposit is designated as 'inactive' and the balance, at that time, is \$250 or greater, then, after one (1) additional year, ATB is required, by law, to designate the fixed date deposit as 'unclaimed'. If the fixed date deposit is designated as 'unclaimed' for a period of ten (10) years, then, ATB is required, by law, to pay the balance to the Government of Alberta. You may be able to reclaim the balance through a reclamation process through the Government of Alberta. ATB will, as required, attempt to contact you at or around 2, 4 and 7 years of inactivity with respect to the fixed date deposit in order to re-activate the fixed date deposit. Service charges may apply at those times. You also agree that, if, at any time, there are insufficient funds to cover the service charges applicable, ATB may terminate this agreement without notice to you.

Income Tax Reporting

9. Interest for tax purposes will be reported in accordance with the *Income Tax Act (Canada)*.

10. If this fixed date deposit is indicated as a 'Springboard GIC', then the amount of interest reported for tax purposes may not be the actual amount of interest earned by you in that year, as ATB is required to report an amount based on an average rate over the full term of the fixed date deposit.

Other

11. This agreement is in addition to any other agreements you have with ATB. If there is a conflict between agreements, in respect of this fixed date deposit, then this agreement shall prevail.

12. No assignment of this fixed date deposit will be recognized until duly registered with and acknowledged in writing by ATB in the form required by it for that purpose.