

ATB Financial Business/Agriculture Cash Management Master Agreement

1. ATB FINANCIAL AGREEMENTS

- 1.1 The Customer may select Services by delivering to ATB Financial applicable Implementation Forms and any other documentation that ATB may require in respect of that Service (**collectively, the "Services Requesting Documentation"**). Customer agrees that the Service Schedule for each Service requested by or on behalf of Customer by the delivery of the Services Requesting Documentation will become effective immediately upon **ATB Financial's receipt** of the Services Requesting Documentation and shall be subject to and governed by the terms and conditions (as amended from time to time) of the agreements and documents listed below, which are to be read together (**collectively referred to as the "ATB Financial Agreements"**):
- (i) this Master Agreement;
 - (ii) each Service Schedule for a Service selected by or on behalf of the Customer by the delivery of the Services Requesting Documentation;
 - (iii) Pricing Schedule(s);
 - (iv) Implementation Forms and other Services Requesting Documentation;
 - (v) **the ATBOnline Business Access and Services Agreement (the "ATBOnline Agreement")**;
 - (vi) **Account opening agreements governing the Customer's Account(s) ("Account Agreement")**;
 - (vii) the MFT Agreement (if applicable); and
 - (viii) such other documents and agreements between ATB Financial and the Customer as ATB Financial may require from time to time.
- 1.2 This Master Agreement represents the terms and conditions pursuant to which ATB Financial shall provide Services to the Customer pursuant to the applicable Service Schedules. Supplemental terms and conditions applicable to a specific Service may be set out in the applicable Service Schedule. Each Service Schedule will be deemed to incorporate all of the terms and conditions of this Master Agreement. In the event of any inconsistencies between this Master Agreement and any Service Schedule, this Master Agreement prevails unless such Service Schedule specifically states otherwise. By delivery of the Services Requesting Documentation required for a particular Service to ATB Financial, the Customer acknowledges that it has read, understands and agrees to be bound by the applicable Service Schedule at the time of delivery of the Services Requesting Documentation.

2. OTHER SERVICE PROVIDERS

- 2.1 For certain of the Services, the Customer understands that it will be linked or directed to third party websites of Service Providers. The Customer acknowledges that the use of such third party Service Provider websites is subject to the terms and conditions of use and the privacy policy of such websites. ATB Financial makes no warranties or conditions (express or implied) concerning the websites of Service Providers or any product or services offered thereon and is not responsible for such websites or any acts or omissions of any Service Provider in providing the Services from such websites. ATB may, in its sole and unfettered discretion, delegate any duties or rights under this Master Agreement to agents (including without limitation third party sub-contractors), and ATB Financial may change such agents and the manner in which their duties are assigned.
- 2.2 The Customer understands that certain Service Providers utilized by the Customer and/or ATB Financial in respect of the Services may be located outside of Canada. The Customer acknowledges that in respect of any such Services, information may be disclosed, transferred, stored and/or processed outside of Canada. As such, any information in respect of the Customer that is so disclosed, transferred, stored or processed will be subject to legal requirements in such foreign countries applicable to ATB Financial or their Service Providers including lawful requirements to disclose information to government authorities in such countries.

3. INSTRUCTIONS

- 3.1 **ATBOnline Business.** ATB Financial may accept Instructions regarding the Services by other delivery means available through ATBOnline Business in accordance with the terms and conditions contained in the ATBOnline Agreement.
- 3.2 **Managed File Transfer.** ATB Financial may also accept Instructions regarding the Services by communication through MFT in accordance with the terms and conditions outlined in the MFT Agreement.
- 3.3 **Electronic Communications.** The Customer agrees that any electronic communications between the Customer and ATB Financial will be given the same legal effect as written and signed paper communication. The Customer further agrees that all electronic copies of communications are valid and that the Customer will not contest the validity of any electronic copies of communications exchanged between the Customer and ATB Financial in relation to the Services. ATB Financial shall be entitled to retain and store records, documentation and information respecting the Services in any manner that it determines in its sole discretion.

- 3.4 Telephone Instructions. In addition to the foregoing, Service Schedules may allow for ATB Financial to accept Instructions in respect of some of the Services from Instructing Officers by telephone. For greater certainty, ATB Financial is not required to verify the identity of any Instructing Officer or the bona fides, correctness or validity of transactions. ATB Financial may rely on any such telephone Instructions of the Instructing Officer or purporting to be given by or on behalf of the Customer and ATB Financial may treat such Instructions as fully authorized by the Customer in writing and such Instructions shall be binding upon the Customer. ATB Financial may in its sole discretion, decline to act for any reason on Instructions given by telephone, including, but not limited to, unclear or suspicious Instructions or unsatisfactory identity verification. ATB Financial will not be liable for any delay, failure or refusal to act in any circumstance.
- 3.5 Agents and Administrators. The Customer will provide ATB Financial with (i) prior notice of any person that has appointed it as an Agent or Administrator in connection with a Service, (ii) confirmation that it has shared the terms of this Agreement, the ATBOnline Agreement and any applicable Services with such appointing person, and (iii) prior notice of any changes to such appointment. Each notice must include the name and contact information for the appointed person, or in the case of the Customer being appointed as Agent, a copy of the Agent Authorization, and be in form and substance satisfactory to ATB Financial. **ATB Financial has the discretion to accept, reject or terminate any person's appointment as Agent or Administrator at any time.** The appointment of a person or any change to an appointment will only become effective for the Services when implemented by ATB Financial.

4. STATEMENTS

In addition to the Customer's regular Account statements, ATB Financial may provide the Customer various confirmations, statements and reports of the Customer's activities in respect of the Services. It is the Customer's obligation to examine those statements and report any discrepancies. ATB Financial's records will, in the absence of obvious error or as otherwise agreed by ATB Financial in writing, be conclusive evidence of the information received by ATB Financial and the transactions between ATB Financial and the Customer. The computer-generated or electronic records received or created by ATB Financial will be admissible in a court of law and the Customer consents to such admissibility and waives any defence the Customer may have as to their admissibility.

5. REPRESENTATIONS

- 5.1 No Representations by ATB Financial. Except as expressly provided in a Service Schedule, ATB Financial makes no representations or warranties, either **express or implied, of any kind with respect to any Services or ATB Financial's performance under this Master Agreement or under any Service Schedule**, including, without limitation, the implied conditions or warranties of merchantability and fitness for a particular purpose, including any representations or warranties arising by operation of law or from a course of dealing or trade usage. No descriptions or specifications, whether or not incorporated into any Service Schedules, form representations or warranties of any kind. Without in any way limiting the generality of the foregoing, neither ATB Financial (nor any officer or employee of ATB Financial) is bound to see to the execution of any trust, whether express, implied or constructive, to which the Customer or the funds of the Customer may be subject.

- 5.2 Representations and Warranties by Customer. The Customer hereby represents and warrants that:

- (i) this Master Agreement has been authorized by all necessary corporate or other organizational actions of the Customer and there are no **provisions in the Articles of Incorporation, Memorandum of Association, or in any of the Customer's by-laws or resolutions or in any partnership agreement, joint venture agreement, unanimous shareholders agreement, trust instrument or in any other agreement, that in any way limits or restricts the Customer's power or the powers of the directors (or councilors) or of any persons authorized by the directors (or councilors) to utilize any of the Services or to enter into any of the ATB Financial Agreements;**
- (ii) **the person(s) signing this Master Agreement for the Customer are authorized to do so. At ATB Financial's request, the Customer will furnish manually certified resolutions (or similar proof) of authority to execute this Master Agreement;**
- (iii) all information provided by the Customer to ATB Financial in connection with the Services, whether under this Master Agreement or otherwise, is complete, accurate and up to date and does not fail to disclose information that ATB Financial may require to provide any of the Services, and the Customer shall notify ATB Financial promptly in the event any relevant information changes;
- (iv) if the Customer is a corporate entity, it is duly formed, organized and existing in its jurisdiction of incorporation, duly registered in any of the jurisdictions in which it operates and is in conformity and compliance with the laws that govern the Customer and its business activities;
- (v) if the Customer is a partnership, it has been formed, existing and is registered as required under the laws of its jurisdiction of formation;
- (vi) if the Customer is or represents a trust, the trust has been constituted under the laws of the Province of Alberta and has not been terminated;
- (vii) the Customer is fully and properly authorized to execute this Master Agreement and is further authorized and able to perform the obligations and transactions described in this Master Agreement, any Service Schedule and in any other ATB Financial Agreement; and
- (viii) **execution of this Master Agreement and performance of the Customer's obligations under this Master Agreement and each applicable Service Schedule does not violate any applicable statute, regulation or bylaw or result in any violation of any applicable statute, regulation or bylaw.**

- 5.3 Binding obligation of the Customer. This Master Agreement, including applicable Service Schedules, and all other documents and agreements entered into by the Customer in favour of ATB Financial are legal, valid and binding obligations of the Customer, enforceable against the Customer in accordance with their respective terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and other laws affecting the rights of creditors and others generally, and by principles of equity.

- 5.4 Compliance with laws and regulations. The Customer and ATB Financial will conduct their activities under this Master Agreement and under the Service Schedules and under all other ATB Financial Agreements in compliance with all applicable laws, statutes, rules, regulations, orders, treaties and guidelines, including the rules of the Canadian Payments Association, anti-money laundering legislation and privacy legislation (both provincial and federal).

6. PRICING AND CHARGES

- 6.1 Pricing Arrangements. Fees and charges for the Services will be in a Pricing Schedule(s) forming part of this Master Agreement or the applicable Service Schedules. ATB Financial may amend any such Pricing Schedule or applicable Service Schedules from time to time in its sole discretion. The Customer acknowledges that the fees and charges for the Services are in addition to any other service fees or other charges that may apply to an Account. ATB Financial will provide notice of such pricing or fee change(s) to the Customer by posting such change(s) or amendment(s) on any ATB Financial website, by secure message on ATBOnline Business, or by delivering (electronically, by mail or personally) an updated Pricing Schedule. By using any of the Services after notice of the pricing or fee change is provided, the Customer will be deemed to have accepted the change.
- 6.2 Fees. The Customer agrees to pay to ATB Financial when due, and as may be set out in any Pricing Schedule, Service Schedule, ATB Financial Agreements or other documents, all amounts payable to ATB Financial in connection with the Services, including all fees, charges, interest and applicable tax.
- 6.3 Out of pocket expenses. The Customer further agrees to pay any out-of-pocket or other expenses ATB Financial incurs as a result of the Customer's request or in the course of providing any Service to the Customer. These expenses include communication charges, transmission charges and transportation, training costs, or delivery charges incurred by ATB Financial.
- 6.4 Authority to withdraw fees. The Customer will pay the specified fees to ATB Financial for the Services. The Customer authorizes ATB Financial, but ATB Financial is not obligated, to debit the applicable Account for any amounts due and owing by the Customer to ATB Financial, including any fee or other amount payable or owing under applicable Service Schedules under the Pricing Schedules and including any amounts that may be owing as a result of termination of this Master Agreement or any Service Schedules. In the event no Account is designated or there are insufficient funds in the applicable Account, any Account of the Customer held at any branch of ATB Financial may be debited.
- 6.5 Interest on overdue amounts. The Customer will be liable to ATB Financial for all amounts due and owing and/or debited in accordance with this Master Agreement and agrees that it will pay on demand any overdraft created from time to time in any Account resulting therefrom. The Customer will also pay interest on the amount of any and all such overdrafts, and on charges, fees and other amounts owing by the Customer to ATB Financial and not paid when due, at the rate then applicable to overdrafts of the Customer as established by separate agreement with ATB Financial. If no such rate has been established, the highest rate then applicable to overdrafts from ATB Financial to its customers will apply. If no rate or rates with respect to overdrafts have been established, the Customer will pay interest on overdrafts at a rate of twenty-one percent (21%) per annum. All interest will be calculated and payable monthly, not in advance, both before and after demand, default and judgment.
- 6.6 Taxes. The Customer agrees to pay to ATB Financial, upon demand, all sales and other taxes, however designated or levied, that are paid or payable by ATB Financial based upon the Services provided under any Service Schedule or under this Master Agreement.
- 6.7 Insufficient Funds. Notwithstanding anything contained in this Master Agreement or in any Service Schedule, in no circumstances shall ATB Financial be under any obligation to act and may decline to act on any Instructions or directions from the Customer in respect of any Service if the effect of such Instruction or direction would be to cause any Account to be overdrawn in any unauthorized amount.

7. INDEMNIFICATION BY CUSTOMER

- 7.1 Indemnity. The Customer will indemnify ATB Financial, its directors, officers, employees, representatives, Service Providers, and any third party providing or settling Instructions against all claims, proceedings, damages, costs (including legal fees and disbursements on a solicitor and client basis), **expenses and liabilities (collectively "Claims") directly or indirectly incurred by or taken against any of them which directly or indirectly, without limitation, are the result of:**
- (i) any Termination Event (as defined in Section 8.4 below);
 - (ii) any willful misconduct or wrongful, fraudulent or negligent act or omission of the Customer, its Instructing Officers, Authorized Contacts or its other representatives or any breach by the Customer, its Instructing Officers, Authorized Contacts or its other representatives of any agreement of other legal obligation to which the Customer, its Instructing Officers, Authorized Contacts or its other representatives are subject;
 - (iii) any willful misconduct or wrongful, fraudulent or negligent act or omission of any third party where the Customer voluntarily waives the use of or improperly uses the fraud protection and/or security mechanism offered by ATB Financial;
 - (iv) any misrepresentation or inaccurate statement by, or breach of any warranty of, the Customer, its Authorized Contacts, Instructing Officers or its other representatives in any ATB Financial Agreements or in any other communication or agreement (written or oral) between the Customer, Authorized Contacts, Instructing Officers or other representatives and ATB Financial;
 - (v) the enforcement by ATB Financial of any Service Schedules or any ATB Financial Agreements or any provision hereof or thereof, except to the extent such Claims are caused by the gross negligence or willful misconduct of ATB Financial; and
 - (vi) **providing any Services to the Customer in accordance with ATB Financial's obligations under the ATB Financial Agreements or the Customer's use of the Services or the Customer's breach of the terms and conditions of this Master Agreement, any of the Service Schedules or any other ATB Financial Agreement.**
- 7.2 The Customer is solely responsible for the accuracy and completeness of all instructions and information furnished by the Customer to ATB. ATB will not be responsible in any way for errors resulting from the inaccuracy or incompleteness or fraudulent alteration of any Instructions or information furnished to ATB by the Customer, its officers, employees or agents.
- ## 8. CHANGES TO AGREEMENT AND SERVICES
- 8.1 Changes to Agreement. Other than as required by law, ATB Financial may change this Master Agreement by giving the Customer notice of the change; and notice may be given before or after the change takes effect. If notice is given before the change takes effect, the Customer agrees and consents to the change upon the use of ATBOnline Business or of any Services after the date of the change. If notice is given after the change takes effect, use after the date of the notice constitutes a consent and agreement to such change.
- 8.2 Modification of Services. ATB Financial may add, discontinue or modify any part or feature of the Services at any time in its sole discretion. ATB Financial may, but is not obligated unless required by applicable law, to notify the Customer of such change.

- 8.3 Termination of Agreement. Except as otherwise specified in this Master Agreement or any Service Schedule, this Master Agreement may be terminated at any time by either party by giving 30 days notice, unless the parties are exercising their rights to terminate their Account Agreement (and close accounts) in which case termination provisions outlined therein shall prevail.
- 8.4 Termination without Notice. Notwithstanding Section 8.3, ATB Financial may, in its sole option, immediately terminate any or all of this Master Agreement, any applicable Service Schedules, and any Implementation Forms without notice or other action, if the Customer:
- (i) becomes insolvent or bankrupt; or a petition in bankruptcy is filed; or any substantial (or any substantial portion of the) assets of the Customer are seized or otherwise attached pursuant to legal processes or other means, or any step or proceeding is taken by or against the Customer under or in respect of, any bankruptcy, insolvency or other similar law affecting **creditors' rights against the Customer**;
 - (ii) becomes subject to proceedings for the dissolution, liquidation or winding up of its affairs;
 - (iii) gives notice of its intention to cease to carry on business;
 - (iv) conducts or participates in a fraudulent, inappropriate or suspicious transaction using the Services;
 - (v) fails to make any payment when due or under this Master Agreement or under any Service Schedule or under any other ATB Financial Agreement;
 - (vi) **has, in ATB Financial's sole opinion, a material adverse** change in its financial condition;
 - (vii) receives one or more Canada Revenue Agency Requirements to Pay, Canada Revenue Agency deemed trusts, judgments, garnishments, third party demands or orders are rendered against the Customer for payment of money and any such judgments, garnishments, third party demands or orders remain unpaid and in effect for more than five (5) Business Days or would, in the opinion of ATB Financial, have a material adverse effect;
 - (viii) is in default or breach of any of the provisions of this Master Agreement, any Service Schedule, any ATB Financial Agreement or any other agreement between ATB Financial and the Customer;
 - (ix) if any representation, warranty or agreement made by the Customer in any ATB Financial Agreement is breached by the Customer, or any certificate or statement of fact made by the Customer to ATB Financial, or any other communication by the Customer to ATB Financial, is found to have been incorrect or misleading on or as of the date made; or
 - (x) if any provision of any of the ATB Financial Agreements, considered material by ATB Financial, is held by a court of competent jurisdiction to be **unenforceable or if the Customer alleges that any such provision is unenforceable (each of (i) to (x) above, a "Termination Event")**.
- 8.5 No Waiver. ATB Financial may continue to provide any one or more Services during the continuance of a Termination Event but shall have the option of revising any fees or charges due for such Services without prior notice to the Customer. Such continuation of Services shall not constitute a waiver of **any of ATB Financial's rights under the ATB Financial Agreements** or otherwise.
- 8.6 Return of Property. Upon any termination hereunder (whether pursuant to a Termination Event or otherwise) the Customer will immediately return to **ATB Financial (or destroy at ATB Financial's request) all security devices, software, manuals, confidential information of ATB Financial** and other documentation, goods and materials provided to the Customer by ATB Financial in connection with the Services.
- 8.7 Acceleration. Upon any termination hereunder (whether pursuant to a Termination Event or otherwise), all debt of the Customer to ATB Financial arising from this Master Agreement, any applicable Service Schedule, any Implementation Form or other debt (including debt not yet incurred or not yet processed), and all accrued service charges, fees and costs and all accrued interest thereon, must be immediately paid by the Customer to ATB Financial.
- 8.8 Provisions Survive. Articles 2, 4, 6, 7, 8 and 10 of this Master Agreement survive any termination or expiration of this Master Agreement or any Service Schedule.
- 8.9 Unless otherwise indicated in any applicable Service Schedule or Implementation Form, any notice required to be given by the Customer under this **Master Agreement may be given to ATB Financial by the Customer provided it is in writing and conforms to ATB Financial's internal authentication requirements**; and such notice will be deemed to be effectively given if delivered personally (including delivery by courier) or transmitted by facsimile **to the ATB Financial branch where the Customer's Accounts are held**.
- 8.10 Any notice delivered personally will be deemed to have been given and received on the day it is delivered at such address provided such day is a Business Day (or if such day is not a Business Day, on the next Business Day). Any notice mailed to a party will be deemed to have been given and received on the third (3rd) Business Day following the date of its mailing; provided that, during any period of mail service disruption, notice will be delivered personally or transmitted by facsimile. Any notice transmitted by facsimile to a party will be deemed given and received on the first (1st) Business Day following the date of transmission.

9. INTRODUCTION

9.1 Definitions

In this Master Agreement and in any applicable Service Schedules (as defined below) the words:

"Account" means any account at ATB Financial to which Services are applied by or on behalf of the Customer;

"Account Agreement" has the meaning given to it in Section 1.1(vi);

"Administrator" means the individual designated as such in writing (in the manner set out by ATB Financial) by the Customer from time to time;

"Agent" means a Customer who has been appointed as an agent by another ATB Financial Account holder and has provided the agent with access to certain of its Accounts with ATB Financial in connection with the use by the agent of the Services for the benefit of the Account holder;

"Agent Authorization" means the Agent Authorization Cash Management form pursuant to which an ATB Financial Account holder authorizes the Agent to use the Services for the benefit of the ATB Account holder;

"ATBOnline Agreement" has the meaning given to it in Section 1.1(v);

"ATBOnline Business" is the Alberta Treasury Branches business online system that may be used by the Administrator or any User to directly access Services or other account information through a personal computer or mobile device;

"ATB Financial" means Alberta Treasury Branches operating as ATB Financial;

"ATB Financial Agreements" has the meaning given to it in Section 1.1;

"Authorized Contact" means the Administrator, any Users and any other person designated by the Customer, its agents or authorized representatives to use the Services and designated as such through ATBOnline Business, or (if ATB Financial permits) through any applicable Implementation Form;

"Business Day" means any day that is not a Saturday, a Sunday, or a day on which ATB Financial is required or permitted to be closed in the Province of Alberta;

"Claims" has the meaning given to it in Section 7.1;

"CPA" means the Canadian Payments Association;

"Customer" means the legal entity indicated as customer within ATB Financial's online application for the Services provided under this Master Agreement;

"Damages" has the meaning given to it in Section 10.13;

"Implementation Form" means the implementation form completed by or on behalf of the Customer containing certain information and elections in relation to the Service;

"Instructing Officer" means in respect of any Account, a person who is authorized to give instructions in respect of such Account, including any person appointed as Administrator for the Customer pursuant to this Master Agreement or authorized as an Agent pursuant to an Agent Authorization.

"Instructions" includes and is not limited to any instruction, order, authorization or approval;

"Master Agreement" means this ATB Financial Business/Agriculture Cash Management Master Agreement, under which, ATB Financial may provide the Services to the Customer;

"MFT" means the managed file transfer communication for relaying information about the Services from ATB Financial to the Customer and vice versa as provided for under the MFT Agreement;

"MFT Agreement" means the agreement between ATB Financial and Customer for the provision of the MFT (managed file transfer) Service;

"Pricing Schedule" means a schedule to this Master Agreement setting out the fees and charges for Services to be provided hereunder pursuant to one or more Service Schedules.

"Service" means the specific cash management product(s) or service(s) offered by ATB Financial from time to time as outlined in the applicable Service Schedule(s);

"Service Requesting Documentation" has the meaning given to it in Section 1.1;

"Service Schedule" means a schedule to this Master Agreement pursuant to which Services are offered by ATB Financial;

"Service Provider" means any of ATB Financial's suppliers, licensors, service providers, vendors or any other third party which provides a service or system used in relation to the Services;

"Termination Events" means any one or more of the events described in Section 8.4; and

"User" means an individual that has been appointed by the Administrator to conduct transactions, provide instructions or set up and access Account information on behalf of the Customer. For greater certainty, the User is authorized to conduct only those transactions, instructions or parts thereof which have been delegated to him/her by the Administrator.

Any defined words importing the singular number only shall include the plural and vice-versa. All other capitalized terms in this Master Agreement or in any Service Schedule have the meaning given to them elsewhere in this Master Agreement or in any applicable Service Schedule.

10. GENERAL

10.1 Use of Service Providers. The provision of certain Services is dependent on ATB Financial's ability to provide access to third party networks or systems. ATB Financial may (in its own and absolute discretion) engage or change Service Providers used to facilitate all or part of a Service including but not limited to payment or clearing services, correspondents and electronic data processing service bureaus. When Service Providers are engaged by ATB Financial, ATB Financial may disclose to such Service Provider, subject to appropriate confidentiality arrangements, any information it holds about the Customer as is necessary to provide the Services.

10.2 Payment System Rules. The Customer understands that in carrying out any of the Services, ATB Financial will be subject to the requirements of the rules, guideline, requirements and standards of various payment systems (the "Standards") (including the Canadian Payment Association) and accordingly, ATB Financial may be unable to accept or process instruments or Instructions that do not comply with the Standards.

10.3 Entire Agreement. The ATB Financial Agreements form the entire agreement between the Customer and ATB Financial pertaining to the Services. This Master Agreement does not affect any rights that ATB Financial may have in respect of the Accounts. There are no conditions, warranties, representations or other agreements between ATB Financial and the Customer in connection with the Services (whether oral or written, express or

implied, statutory or otherwise) except as specifically set out herein and therein.

- 10.4 Counterparts. This Master Agreement may be executed and delivered by the parties in one or more counterparts, each of which shall be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts shall together constitute one and the same instrument.
- 10.5 Interpretation. Headings contained in this Master Agreement and in the Services Schedules are added for convenience and do not change the meaning of any provision of such agreements.
- 10.6 Waiver of Rights. No term or provision of this Master Agreement or in any Service Schedule shall be deemed waived by ATB Financial and no breach excused unless such waiver or consent shall be in writing and signed by ATB Financial. Any consent by ATB Financial to, or waiver of, a breach by the Customer, whether expressed or implied, shall not constitute waiver of or excuse for any other or subsequent breach.
- 10.7 Assignment. ATB Financial may assign its rights and obligations under this Master Agreement or under any Service Schedule at any time to a third party. If ATB Financial chooses to do so, it may disclose information about the Customer and the Services to anyone to whom ATB Financial assigns rights provided they agree to maintain confidentiality in a manner similar to ATB Financial. The Customer may not assign its rights and obligations under this **Master Agreement or under any Service Schedule unless the Customer first obtains ATB Financial's prior written consent.**
- 10.8 Benefit. This Master Agreement and each Service Schedule will benefit and bind the respective successors and permitted assigns of ATB Financial and the Customer.
- 10.9 Choice of Law. This Master Agreement and all Service Schedules shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the Customer agrees to submit to the jurisdiction of the Courts of Alberta.
- 10.10 Force Majeure. ATB Financial will not be liable to the Customer or any other party in any way for delay in performance or for the non-performance of any provision of this Master Agreement or any Service Schedule if such delay or non-performance is directly or indirectly caused by an event or a series of events beyond the control of ATB Financial including, without limitation, acts of God, loss of communication systems and events such as flood, storm, fire, casualty, accident, riot, terrorism, war, labour dispute, communicable disease outbreak, public health emergency or other similar events.
- 10.11 Severability. If any portion of this Master Agreement shall for any reason be declared or deemed invalid or unenforceable, the validity of the remaining portions shall not be affected and shall remain in full force and effect.
- 10.12 Headings. Any heading contained in this Master Agreement are added for convenience only and do not change the meaning of any provision of such agreement.
- 10.13 Limitation of Liability. Notwithstanding any other provision hereof or any other document or agreement between ATB Financial and the Customer, neither ATB Financial nor any its Service Providers will have any liability in tort, contract or otherwise for any loss, damage or claim, judgment, cost or **expense (collectively "Damages") that the Customer asserts or sustains as a result of the Customer's use of the Services, except for direct Damages attributable to ATB Financial's gross negligence or willful misconduct arising directly from the performance by ATB Financial of its obligations** under this Master Agreement and ATB Financial will not be liable for any other direct damages. For greater certainty, this limitation of liability extends to any Damages that the Customer may suffer as a result of ATB Financial or a Service Provider acting or refusing to act on any Instruction, communication, order, entry or email received by ATB Financial from the Customer as well as any loss of data regardless of form.
- Under no circumstances will ATB Financial or any Service Provider be liable to the Customer or any third party for any other Damages (including any special, indirect, punitive, incidental or consequential Damages, including, but not limited to, lost business, profits or revenue), whether or not ATB Financial is advised of the possibility of such loss or damage with respect to any such Damages, including, without limitation, Damages in respect of any of the following:
- (i) Any operation or operational failure, delay or Services unavailability including any hardware or software system failure or transmission and/or communication system failure (regardless of cause);
 - (ii) Any non-payment, late or improper payment **resulting from insufficient funds, credit or other limits on the Customer's Accounts, inaccurate, incomplete or unauthorized Instructions or information received by ATB Financial;**
 - (iii) any non-receipt or delayed receipt, or receipt with errors or corrupted data, or receipt in a format not acceptable to ATB Financial or the Service Providers, of information or data required to perform any obligation of ATB Financial or any Service to be provided by ATB Financial;
 - (iv) ATB Financial in its discretion declining to act upon any Instructions or information provided to it in accordance with this Master Agreement;
 - (v) the failure or error of any other financial institutions, third party networks, communications providers, utility and their agents or any other similar third parties; and
 - (vi) Mistakes, errors, omissions made by the Customer or its Authorized Contacts or any Instructing Officer in relation to their use of the Services.
- 10.14 Further Assurances. The Customer shall forthwith from time to time upon the request of ATB Financial, make and execute all such additional documents, acts, matters and things as may be required by ATB Financial in its reasonable discretion to give effect to the provisions of this Master Agreement and any Service Schedules. By way of illustration, this may include the Customer providing certified resolutions (or similar proof) of authority to execute and consummate this Master Agreement and/or any Service Schedules and any ATB Financial or third party licenses or sublicenses that may be required in connection with certain services.

Cheque Management Service

Schedule to the Cash Management Master Agreement

Our Cheque Management Service enables you to better manage cheques clearing your Canadian dollar business accounts using ATB Online Business. It includes fraud prevention and reconciliation options that will improve your day to day processes and help you mitigate the risk of cheque payments.

1. INTRODUCTION

1.1 Schedule to Master Agreement. This Cheque Management Service Schedule (the "Schedule") **supplements and forms part of the Cash Management Master Agreement (the "Master Agreement") entered into between ATB Financial and the Customer. This Schedule incorporates by reference each of the terms contained in the Master Agreement. Any terms contained herein which are capitalized but not defined shall be ascribed the meaning given to them in the Master Agreement.**

1.2 ATB Financial will provide the Cheque Management Service pursuant to the terms and conditions set forth in Sections 1 – 3, 5 and 6 of this Schedule unless otherwise specified herein.

2. CHEQUE MANAGEMENT SERVICE

2.1 **ATB Financial will provide cheque processing services (the "Cheque Management Service") whereby each Business Day those cheques presented for clearing on the Cheque Management Accounts will be presented in ATBOnline Business as exception items for the Customer's clearing approval. If Customer Cheque Information is provided as set out below, a matching process will be completed and only those cheques not identified in the Customer Cheque Information will be presented as Exceptions.**

2.2 By 8:00 p.m. Mountain time on each Business Day, the Customer may:

- a) provide to ATB Financial through ATBOnline Business (or via such other method as may be provided by ATB Financial from time to time) an **electronic data file (the "Data File") in a format that is acceptable to ATB Financial**, listing the following cheque information (together, the "Customer Cheque Information"): (i) **the MICR encoded serial number**; (ii) **the account number** that is set out; (iii) the amount, in numerical format; (iv) the payee; and (v) the issue date, in each case for all cheques issued by the Customer on that Business Day (or any preceding day which was not a Business Day) in respect of the Cheque Management Accounts (or issued on any previous day and for which Customer Cheque Information has not yet been submitted to ATB Financial); or
- b) manually input through ATBOnline Business, the Customer Cheque Information for any cheque the Customer has issued.

2.3 If Customer Cheque Information is provided by the Customer to ATB Financial, ATB Financial will provide the Cheque Management Service for the purpose of identifying cheques where the Customer Cheque Information does not correspond to the Processing Information (as fully defined in Section 5 below) **for those accounts (the "Cheque Management Accounts") specified through the Cheque Management Implementation Form (the "Implementation Form") or by other means acceptable to ATB Financial.**

2.4 If the Customer does not provide Customer Cheque Information, ATB Financial will present all cheques to be cleared on the Cheque Management Account as **Exceptions in ATBOnline Business for the Customer's decision. If no action or decision is taken by the Customer** at or before 10:59 AM Mountain time **on the day in which the Exception first appears on ATBOnline Business, the Customer's** default processing instructions, provided by the Customer to ATB Financial, and as may be modified by the Customer from time to time, will be applied to such Exceptions.

2.5 **It is the Customer's responsibility to ensure that any information the Customer provides to ATB Financial in the Data File or manually through ATBOnline Business accurately and completely represents the Customer Cheque Information.**

2.6 ATB Financial will, from time to time, and only when Customer Cheque Information has been provided by the Customer, provide a report containing information on cheques which are (i) paid; (ii) outstanding; (iii) returned; (iv) voided; and (v) where payment has been stopped. Such report will be provided in a file format chosen by ATB Financial and will be delivered through ATBOnline Business or such other service as ATB Financial designates from time to time.

3. EXCEPTION ITEMS

3.1 ATB Financial will notify the Customer of any cheque that is presented for payment on a Cheque Management Account where Customer Cheque Information **does not correspond to the Processing Information (an "Exception"). The Customer will only be notified of any Exception through ATBOnline Business.**

3.2 The Customer will instruct ATB Financial whether to honour or return any cheque giving rise to an Exception or Critical Amount Exception (as defined below) by selecting the desired action in ATBOnline Business no later than 10:59 AM Mountain time on the day in which the Exception first appears on ATBOnline Business.

3.3 In the event that ATB Financial does not receive instructions by the stipulated time for any Exceptions or Critical Amount Exceptions, the Customer authorizes ATB Financial to take whatever action ATB Financial deems necessary in our sole and absolute unfettered discretion, including honouring or **returning such cheques based on the Customer's default preferences indicated on the Implementation Form**, and as may be modified from time to time.

3.4 Any cheques presented for payment on a Cheque Management Account for which ATB Financial has not received a complete Data File or ATB Financial does not have Customer Cheque Information, including, without limitation, cheques issued prior to the commencement of the Cheque Management

Service, will appear as an Exception.

- 3.5 If ATB Financial allows, and the Customer selects the critical amount option through the Implementation Form, any cheque presented for payment that **is of a higher value than the Customer has specified on the Implementation Form will be treated as an exception item** ("Critical Amount Exception"), and the Customer will be notified of such Critical Amount Exception through ATBOnline Business
- 3.6 Cheques issued on a Cheque Management Account will not be cashed or certified by ATB Financial, unless otherwise agreed to in writing between the Customer and ATB Financial in respect of a Cheque Management Account.
4. PROCESSING UPON PRESENTMENT
- 4.1 Following presentment of any cheque issued or purporting to be issued on the Cheque Management Accounts, ATB Financial will, through mechanical or other means, process each such cheque. Such processing shall include electronically reading the following cheque information: (i) the serial number; (ii) the account number that is set out; (iii) the amount, in numerical format; and (iv) the issue date of the cheque (**collectively, the "Processing Information"**).
- 4.2 ATB Financial will not examine cheques for signature verification, other unauthorized alteration or counterfeit instruments, either visually or mechanically, including, but not limited to, verifying whether the amount of a cheque in words matches the numerical value entered, verifying whether the cheque is properly signed or whether the signature is missing, manually written, stamped or otherwise imprinted or inserted by other means.
5. GENERAL
- 5.1 In addition to indemnification provisions contained in the Master Agreement, except for gross negligence or wilful misconduct on our part, the Customer agrees to indemnify, defend and hold ATB Financial harmless against any and all claims, proceedings, liabilities, losses, and costs (including legal costs on a solicitor and own client, full indemnity basis), whether direct or indirect, contingent or vested, of any person or association that result or arise in connection with any action taken or not taken by ATB Financial in respect of the matters contemplated by this Schedule, including, without limitation, that result or arise in connection with: (i) dishonouring, returning or otherwise refusing to pay any cheque in **accordance with the Customer's** instructions; (ii) any overpayment, non-payment, stale dated, or post-dated cheque; (iii) any unauthorized or counterfeit cheque; (iv) any cheque paid or returned to ATB Financial in accordance with the provisions hereof; or (v) actions by third parties, such as the introduction of a computer virus or other malware which delays or otherwise interrupts the transmission of information to ATB Financial. The indemnity outlined above is in addition to and not a substitute for any other indemnities granted by the Customer to ATB Financial.
- 5.2 ATB Financial is not responsible for detecting any error contained in the Data File, as applicable, in respect of Customer Cheque Information made by the Customer or its officers, employees or agents or Instructing Officers, or any error made in relation to providing a response to, if applicable, any Exception, Cashing Exception, or Critical Amount Exception. ATB Financial is not responsible for confirming the accuracy of information it receives, or for relying on such information or instructions.
- 5.3 The Customer is responsible for all cheques charged to the Customer's **Cheque Management Account that are processed in accordance with the** provisions of this Schedule and to any and all claims which arise due to alterations to the cheque fields and altered payees on processed cheques.
- 5.4 The Customer hereby waives any claims which the Customer may have by virtue of Section 48 of the *Bills of Exchange Act (Canada)* or any similar or replacement legislation. Every cheque drawn on the Cheque Management Accounts and paid by ATB Financial in accordance with the terms of this Schedule is hereby deemed to have been paid in due course, in good faith, and in the ordinary course of business.
- 5.5 The Customer acknowledges that honouring, returning and clearing of cheques is governed by legal, regulatory and clearing rules and restrictions including the *Canadian Payments Association Rules and Regulations* which govern various restrictions including, but not limited to, time limits and reasons for return. The Customer agrees to: (i) comply with such laws, regulations and rules; and (ii) follow any specifications, guides or directions which ATB Financial provides from time to time, including, but not limited to, the provision of any statutory declarations as required. The Customer further agrees that ATB Financial will not be required to follow any instruction or take any action which may be contrary to such legal and regulatory requirements, rules and restrictions.
- 5.6 ATB Financial may in its sole and unfettered discretion, delegate any duties or rights under this Schedule to agents (including, without limitation, third party sub-contractors), and ATB Financial may change such agents and the manner in which their duties are assigned.
- 5.7 **The Customer agrees to pay ATB Financial's fees for the service selected above in accordance** with the Pricing Arrangements established by ATB Financial from time to time, and in accordance with the provisions of the Master Agreement.
- 5.8 This Schedule may be terminated in accordance with the terms of the Master Agreement.
- 5.9 The Customer shall forthwith, from time to time upon the request of ATB Financial, do, make and execute all such additional documents, acts, matters and things as may be required by ATB Financial, in its reasonable discretion, to give effect to the provisions of this Schedule.

EFT (Exchange Funding) Service Schedule to the Cash Management Master Agreement

Electronic Funds Transfers (EFT) is a safe, convenient and cost effective payment service used to electronically debit or credit Canadian and U.S. dollar accounts at any financial institution in Canada. Whether you need to pay employees or suppliers or collect from your customers, EFT adds up to more effective cash management of your payables and receivables. For the EFT (Exchange Funding) Service, sufficient funds must be available in your account prior to release of a payment file, and those funds must remain in the account until the payment/settlement date.

1. INTRODUCTION

1.1 Schedule to Master Agreement. **This EFT (Exchange Funding) Service Schedule (the "Schedule")** supplements and forms part of the Cash Management Master Agreement (the "Master Agreement") entered into between ATB Financial and the Customer. This Schedule incorporates by reference each of the terms contained in the Master Agreement. Any terms contained herein which are capitalized but not defined shall be ascribed the meaning given to them in the Master Agreement.

1.2 EFT Service. The Customer wants payments to be debited or credited from accounts of various parties at accepting institutions across Canada ("financial institutions") through ATB Financial's Electronic Funds Transfer Service ("EFT Service").

2. PRE-AUTHORIZED DEBIT SERVICE PROVISIONS

2.1 The Customer will from time to time provide the following information and instructions (together, the "Customer's Debit Instructions") to ATB Financial: (i) the names of each counterparty of the Customer (each, a "PAD User") who has agreed to participate in a pre-authorized debit program with the Customer, (ii) Authorization for a debit to be made from each such PAD User's account (each such debit, a "Pre-Authorized Debit") to be credited to the Customer, (iii) instructions as to the amount, frequency, payee account and other details of each such Pre-Authorized Debit, and (iv) any other information ATB Financial requires to carry out a Pre-Authorized Debit through the EFT Service.

2.2 ATB Financial will, in accordance with the Customer's Debit Instructions, prepare electronic data files or otherwise prepare forms as necessary in order to implement the debit transactions specified in the Customer's Debit Instructions.

2.3 The Customer warrants and guarantees that, in respect of each Pre-Authorized Debit forming a part of the Customer's Debit Instructions, the applicable PAD User will have signed or otherwise duly Authorized and delivered to the Customer an appropriate authority (the "Direction") in accordance with Rule H1 authorizing the Customer (and ATB Financial) to establish a Pre-Authorized Debit for the amount specified and on the day or days specified in the Customer's Debit Instructions.

2.4 The Customer agrees that it will make the terms and conditions contained in any Direction available to each PAD User. Wherever possible, and in accordance with Rule H1, the Customer agrees to provide each PAD User with a copy of the Direction signed by the PAD User.

2.5 The Customer shall ensure that all Directions are signed (or properly Authorized in accordance with Rule H1) by each PAD User and that each Direction contains the proper authority for the PAD User's financial institution to debit the PAD User's account at such financial institution.

2.6 The Customer undertakes to provide to ATB Financial or the PAD User, as applicable, evidence of the authority of a PAD User for whom it has issued a Pre-Authorized Debit within a reasonable time, as outlined in CPA H1, upon the request of any PAD User, an authorized representative of the PAD User or of ATB Financial.

2.7 The Customer agrees that, if it requests that ATB Financial make any Pre-Authorized Debits which are not at regular or at set intervals ("Sporadic PADs"), it will, in addition to the Direction, obtain an Authorization from each PAD User for every Sporadic PAD which it asks ATB Financial to make on their behalf in accordance with Rule H1. In this respect, the Customer acknowledges that Rule H1 requires that an Authorization be obtained prior to giving any debit instructions to ATB Financial in respect of any Sporadic PAD. The Customer understands that this Authorization requirement cannot be waived.

2.8 In the event that the Customer intends to enter into any agreement for Pre-Authorized Debits electronically, the Customer agrees to comply with the requirements for electronic agreements set out Rule H1, including the delivery of a written confirmation to the PAD User (as defined in Rule H1) (the "Confirmation") at least 15 calendar days before the due date of the first Pre-Authorized Debit.

2.9 In the event that the Customer ceases utilizing the EFT Service for Pre-Authorized Debits between the time a Pre-Authorized Debit is made and the time of a claim or return of a Pre-Authorized Debit for non-payment, the Customer undertakes and agrees to reimburse ATB Financial and/or any financial institution of a PAD User for payment of any claim made by a PAD User in accordance with Rule H1.

2.10 The Customer will be liable for any interest claim and any other costs associated in each case with the return of a Pre-Authorized Debit for the reason that no Direction, Confirmation or Authorization existed between the Customer and the PAD User with respect to the Pre-Authorized Debit.

2.11 The Customer agrees to comply with all pre-notification requirements in respect of Pre-Authorized Deposits established by ATB Financial from time to time, and to give each PAD User in respect of whom a Pre-Authorized Deposit is requested and/or made the required notice within the time frames provided.

2.12 Customer acknowledges that no Direction (or Confirmation, for electronic agreements) may be assigned by the Customer, whether directly or indirectly, by operation of law, change of control or otherwise, unless a Direction (in the case of paper agreements) or a Confirmation in (in the case of electronic agreements):

- (i) contains a clause allowing it to be assigned, the clause is prominently displayed (in bold, highlighted printed and/or underlined) and the Customer has provided each PAD User with written notice of the full details of the assignment, including the assignee's contact information; or
- (ii) the Customer has provided each PAD User with prior written notice of the assignment including the assignee's contact information at least 10

days in advance of any Pre-**Authorized Debit** issued in such assignee's name.

- 2.13 **In the event that the Customer's name changes, the Customer** agrees to provide each PAD User with written notice of the name change at least 10 days prior to the next scheduled Pre-**Authorized Debit**.
- 2.14 The Customer acknowledges and agrees that in the event that a Pre-**Authorized Debit** is returned as "**non sufficient funds**" or "**funds not cleared**" the Pre-**Authorized Debit** can only be re-presented electronically on a one-time basis and such representation must:
- (i) be for the same amount as the original Pre-**Authorized Debit**; and
 - (ii) must be represented within 30 days.

Any representation cannot contain interest, Non Sufficient Funds (NSF) charges or any other charges in addition to the original amount of the Pre-**Authorized Debit**. If the Customer has selected this feature, the Customer may select any date up to 30 days following the return date of a Pre-**Authorized Debit** as the representation date, and may modify or cancel such selection at any time prior to the representation date. The Customer may also choose to immediately initiate a Pre-**Authorized Debit** representation.

- 2.15 The Customer agrees that, subject to the cancellation notice period set out in any Direction or Confirmation (which notice period shall not exceed 30 days), upon receipt by the Customer of a written or other communication from any PAD User instructing the Customer to:
- (i) cease issuing Pre-**Authorized Debits** relating to such PAD User, or
 - (ii) revoke its Direction (or Authorization) to issue Pre-**Authorized Debits**,

then, in such circumstances, the Customer shall utilize its best efforts to cancel the Pre-**Authorized Debit** in accordance with such PAD User's instructions in the next business, billing or processing cycle, but in any event shall not, on any day that is more than 30 days from the receipt of such PAD User's instructions, request that ATB Financial make or allow to stand an existing request that ATB Financial make any further Pre-**Authorized Debits** in respect of such PAD User, unless such PAD User provides the Customer with a newly executed Direction (or a new Confirmation is provided).

- 2.16 The Customer undertakes and agrees to:
- (a) accept and act on any notice of change of a PAD User's payment routing information that it receives from ATB Financial arising out of an administrative change to that information made by the PAD User's financial institution and notified to ATB Financial pursuant to Rule F12 of the CPA (that does not involve changing such financial institution) (a "Notice of Change"); and
 - (b) deem any such Notice of Change to be equivalent to the PAD User's Authorization to change its payment routing information, provided in all circumstances that ATB Financial shall only be responsible to the Customer for the accuracy of information provided in the Notice of Change it provides to the Customer.

3.0 EFT SERVICES

- 3.1 The Customer will provide ATB Financial with sufficient instructions and information, in a form acceptable to ATB Financial, to allow ATB Financial to **implement the Customer's payment instructions (the "Customer's Payment Instructions")**.
- 3.2 The Customer will **provide the Customer's Payment Instructions** to ATB Financial, and **take delivery of any of the Customer's Payment Instructions, reports or other documents returned after the Customer's Payment Instructions have been processed. The Customer will use ATBOnline Business** (or such other service as agreed to by ATB Financial from time to time) as the place of delivery or pick up. Alternatively, if the Customer is unable to access ATBOnline Business (or such other service as agreed to by ATB Financial from time to time) it may, with the consent of ATB Financial, use its home ATB Financial branch as a place of delivery or pickup.
- 3.3 ATB Financial **will arrange for credits to be made to accounts at financial institutions in accordance with the Customer's Payment Instructions**. The Customer may, where ATB Financial is reasonably able to accommodate the request, **modify the Customer's Payment Instructions before** ATB Financial releases such instructions to any financial institution. After the time that ATB Financial cannot reasonably accommodate a request to modify the **Customer's Payment Instructions, and in any event after release of such instructions by ATB Financial to any financial institution, the Customer's Payment Instructions are irrevocable**. The acceptance of a payment by any financial institution will be considered full discharge of ATB Financial's obligations to the Customer with respect to such payment.
- 3.4 ATB Financial will place a hold on the account for the total amount of the outbound credit items up to 3 Business Days prior to the scheduled date of payment stipulated in the Customer Payment Instructions. In the event that the Customer Payment Instructions are received less than 3 Business Days prior to the scheduled payment date, ATB Financial may place a hold immediately upon receipt of the Customer Payment Instructions. The Customer is responsible for ensuring that there are sufficient funds in the account indicated in the Customer Payment Instructions to cover the total amount of the outbound credit items at the time the hold is placed on such account. ATB Financial will debit the account indicated in the Customer Payment Instructions on the scheduled date for payment. In the event that the total of the payments required to comply with the Customer's Payment Instructions is greater than the funds available in such account, ATB Financial will refuse to make such payment.
- 3.5 ATB Financial will not bear any responsibility to the Customer, any PAD User, or any other financial institution for errors or omissions made by the Customer, any PAD User, or any other financial institutions.
- 3.6 ATB Financial's **authority to debit payments on behalf of the Customer will continue until terminated by ATB Financial or the Customer, following 30 days prior written notice**. Upon termination, ATB Financial **may recall from any financial institution any of the Customer's Payment Instructions which were previously given on behalf of the Customer and which have not yet been affected**.

4.0 GENERAL PROVISIONS

- 4.1 In addition to indemnification provisions contained in the Master Agreement, the Customer agrees to indemnify and hold harmless ATB Financial and any other financial institution, from and against any and all losses, costs, fees (including legal fees), damages, expenses, liabilities, claims, suits and demands whatsoever that ATB Financial or any financial institution may suffer, incur or be under or that may be made or brought against ATB Financial or any financial institution by reason of or in any way arising out of the action in drawing and issuing and Pre-Authorized Debits or making any **payments in accordance with the Customer's Payment Instructions or through ATBOnline Business, except where such loss, costs, fees, damages, expenses, liabilities, claim suits or demands result from erroneous information provided or an error committed by ATB Financial or any financial institution.** The indemnity outlined above is in addition to and not a substitute for any other indemnities granted by the Customer to ATB Financial.
- 4.2 The Customer is solely responsible for the accuracy and completeness of all instructions and information furnished by the Customer to ATB Financial. ATB Financial will not be responsible in any way for errors resulting from the inaccuracy or incompleteness or fraudulent alteration of any instructions or information furnished to ATB Financial by the Customer, its officers, employees or agents. The Customer undertakes and agrees to indemnify ATB Financial for all amounts that may be erroneously paid by ATB Financial and/or any financial institution in respect of any Pre-Authorized Debit erroneously credited or debited by ATB Financial and/or any financial institution pursuant to any such Direction from the Customer.
- 4.3 The Customer acknowledges that ATB Financial will not be liable to the Customer or any other person who may Claim through the Customer for delay, damage, penalty cost, expense or inconvenience to the Customer or such other person resulting from failure on the part of ATB Financial to perform any of the EFT Services by reasons of any cause beyond the control of ATB Financial.
- 4.4 The Customer agrees to reimburse ATB Financial for any claim paid by ATB Financial as a result of a Reimbursement Claim filed by a PAD User any other person alleging that:
- (i) a Pre-Authorized Debit was not drawn in accordance with a PAD User's Direction,
 - (ii) a PAD User's Direction was revoked,
 - (iii) any required pre-notification was not provided at least 10 calendar days before the date a related to Pre-Authorized Debit was processed to the PAD User's account,
 - (iv) the required Confirmation was not provided in respect of any Direction entered into electronically in accordance with section 16 of Rule H1, or
 - (v) no Direction existed between the PAD User making the claim and the Customer with respect to a particular Pre-Authorized Debit.
- 4.5 ATB Financial is authorized at its discretion to comply with the provisions of any statutes or court that impose a duty to take or refrain from taking any action concerning the provisions of the EFT Service.
- 4.6 The Customer agrees to pay for any expenses incurred in the recall or retracing of a transaction under the provisions of this Schedule.
- 4.7 The Customer agrees to be bound by, comply with, respect and apply all relevant provisions of the Canadian Payments Act and all related by-laws, rules (including CPA Rules) and standards in force from time to time as they apply to pre-authorized debits and direct deposits, including, without limitation, the Confirmation/Pre-notification requirements or waiver of pre-notification requirements and the cancellation requirement set out in Rule H1.
- 4.8 Any Authorized Contact has authority to generate and submit electronic funds transfer files on behalf of the Customer to ATB Financial.
- 4.9 Notwithstanding any termination provisions contained in the Master Agreement, the provisions of Rule H1 and the indemnification provisions of this Schedule shall continue to remain in full force and effect with respect to any Pre-Authorized Debit drawn and issued or any other obligation of ATB Financial in accordance with the provisions of this Schedule prior to the day upon which such termination takes effect.

5. DEFINITIONS

"Authorization/Authorized" is the signing or execution or other adoption by a PAD User, which may include the use of a user ID/password combination or any other Commercially Reasonable method of ensuring that such PAD User has consented to a Sporadic PAD being processed to their account, all as more specifically set out in Rule H1 .

"Commercially Reasonable" has the meaning in Rule H1 .

"Confirmation" means the mandatory written notice under Rule H1 required to be provided by the Customer to each PAD User in respect of Pre-Authorized Debits set up under an electronic agreement.

"PAD User" has the meaning given to it in Section 2.1 hereof.

"Sporadic PAD" has the meaning given to it in Section 2.7 hereof.

"Reimbursement Claim" means a claim for reimbursement by a PAD User, where such PAD User disputes (i) the validity of a Pre-Authorized Debit, (ii) receiving proper pre-notification of a Pre-Authorized Debit, or (iii) receiving a Confirmation.

"Rule H1" means Rule H1 "Pre-Authorized Debits" of the CPA.

EFT (Liquidity Limit) Service Schedule to the Cash Management Master Agreement

Electronic Funds Transfers (EFT) is a safe, convenient and cost effective payment service used to electronically debit or credit Canadian and U.S. dollar accounts at any financial institution in Canada. Whether you need to pay employees or suppliers or collect from your customers, EFT adds up to more effective cash management of your payables and receivables. The EFT (Liquidity Limit) Service is based on a predetermined daily dollar cap on EFT transfers released for processing. Funds must be available in your bank account on the payment/settlement date.

1. INTRODUCTION

1.1 Schedule to Master Agreement. **This EFT (Liquidity Limit) Service Schedule (the "Schedule") supplements and forms part of the Cash Management Master Agreement (the "Master Agreement") entered into between ATB Financial and the Customer.** This Schedule incorporates by reference each of the terms contained in the Master Agreement. Any terms contained herein which are capitalized but not defined shall be ascribed the meaning given to them in the Master Agreement.

1.2 EFT Service. The Customer wants payments to be debited or credited from accounts of various parties at accepting institutions across Canada ("financial institutions") through ATB Financial's Electronic Funds Transfer Service ("EFT Service").

2. PRE-AUTHORIZED DEBIT SERVICE PROVISIONS

2.1 **The Customer will from time to time provide the following information and instructions (together, the "Customer's Debit Instructions") to ATB Financial:** (i) the names of each counterparty of the Customer (each, a "PAD User") who has agreed to participate in a pre-authorized debit program with the Customer, (ii) **Authorization for a debit to be made from each such PAD User's account (each such debit, a "Pre-Authorized Debit") to be credited to the Customer,** (iii) instructions as to the amount, frequency, payee account and other details of each such pre-Authorized Debit, and (iv) any other information ATB Financial requires to carry out a Pre-Authorized Debit through the EFT Service.

2.2 ATB Financial will, in accordance with the Customer's Debit Instructions, prepare electronic data files or otherwise prepare forms as necessary in order to implement the debit transactions specified in the Customer's Debit Instructions.

2.3 The Customer warrants and guarantees that, in respect of each Pre-Authorized Debit forming a part of the Customer's Debit Instructions, the applicable PAD User will have signed or otherwise duly Authorized and delivered to the Customer an appropriate authority (the "Direction") in accordance with Rule H1 authorizing the Customer (and ATB Financial) to establish a Pre-Authorized Debit for the amount specified and on the day or days specified in the Customer's Debit Instructions.

2.4 The Customer agrees that it will make the terms and conditions contained in any Direction available to each PAD User. Wherever possible, and in accordance with Rule H1, the Customer agrees to provide each PAD User with a copy of the Direction signed by the PAD User.

2.5 The Customer shall ensure that all Directions are signed (or properly Authorized in accordance with Rule H1) by each PAD User and that each Direction contains the proper authority for the PAD User's financial institution to debit the PAD User's account at such financial institution.

2.6 The Customer undertakes to provide to ATB Financial or the PAD User, as applicable, evidence of the authority of a PAD User for whom it has issued a Pre-Authorized Debit within a reasonable time, as outlined in Rule H1, upon the request of any PAD User, an authorized representative of the PAD User or of ATB Financial.

2.7 The Customer agrees that, if it requests that ATB Financial make any Pre-Authorized Debits which are not at regular or at set intervals ("Sporadic PADs"), it will, in addition to the Direction, obtain an Authorization from each PAD User for every Sporadic PAD which it asks ATB Financial to make on their behalf in accordance with Rule H1. In this respect, the Customer acknowledges that Rule H1 requires that an Authorization be obtained prior to giving any debit instructions to ATB Financial in respect of any Sporadic PAD. The Customer understands that this Authorization requirement cannot be waived.

2.8 In the event that the Customer intends to enter into any agreement for Pre-Authorized Debits electronically, the Customer agrees to comply with the requirements for electronic agreements set out Rule H1, including the delivery of a written confirmation to the PAD User (as defined in Rule H1) (the "Confirmation") at least 15 calendar days before the due date of the first Pre-Authorized Debit.

2.9 In the event that the Customer ceases utilizing the EFT Service for Pre-Authorized Debits between the time a Pre-Authorized Debit is made and the time of a claim or return of a Pre-Authorized Debit for non-payment, the Customer undertakes and agrees to reimburse ATB Financial and/or any financial institution of a PAD User for payment of any claim made by a PAD User in accordance with Rule H1.

2.10 The Customer will be liable for any interest claim and any other costs associated in each case with the return of a Pre-Authorized Debit for the reason that no Direction, Confirmation or Authorization existed between the Customer and the PAD User with respect to the Pre-Authorized Debit.

2.11 The Customer agrees to comply with all pre-notification requirements in respect of Pre-Authorized Deposits established by ATB Financial from time to time, and to give each PAD User in respect of whom a Pre-Authorized Deposit is requested and/or made the required notice within the time frames provided.

2.12 The Customer acknowledges that no Direction (or Confirmation, for electronic agreements) may be assigned by the Customer, whether directly or indirectly, by operation of law, change of control or otherwise, unless a Direction (in the case of paper agreements) or a Confirmation in (in the case of electronic agreements):

- (i) contains a clause allowing it to be assigned, the clause is prominently displayed (in bold, highlighted printed and/or underlined) and the Customer has provided each PAD User with written notice of the full details of the assignment, including the assignee's contact information; or
- (ii) the Customer has provided each PAD User with prior written notice of the assignment including the assignee's contact information at least 10 days in advance of any Pre-Authorized Debit issued in such assignee's name.

- 2.13 **In the event that the Customer's name changes, the Customer agrees to provide each PAD User with written notice of the name change at least 10 days prior to the next scheduled Pre-Authorized Debit.**
- 2.14 The Customer acknowledges and agrees that in the event that a Pre-Authorized Debit is returned as "non sufficient funds" or "funds not cleared" the Pre-Authorized Debit can only be re-presented electronically on a one-time basis and such representation must:
- (i) be for the same amount as the original Pre-Authorized Debit; and
 - (ii) must be represented within 30 days.

Any representation cannot contain interest, Non Sufficient Funds (NSF) charges or any other charges in addition to the original amount of the Pre-Authorized Debit. If the Customer has selected this feature, the Customer may select any date up to 30 days following the return date of a Pre-Authorized Debit as the representation date, and may modify or cancel such selection at any time prior to the representation date. The Customer may also choose to immediately initiate a Pre-Authorized Debit representation.

- 2.15 The Customer agrees that, subject to the cancellation notice period set out in any Direction or Confirmation (which notice period shall not exceed 30 days), upon receipt by the Customer of a written or other communication from any PAD User instructing the Customer to:
- (i) cease issuing Pre-Authorized Debits relating to such PAD User, or
 - (ii) revoke its Direction (or Authorization) to issue Pre-Authorized Debits,

then, in such circumstances, the Customer shall utilize its best efforts to cancel the Pre-Authorized Debit in accordance with such PAD User's instructions in the next business, billing or processing cycle, but in any event shall not, on any day that is more than 30 days from the receipt of such PAD User's instructions, request that ATB Financial make or allow to stand an existing request that ATB Financial make any further Pre-Authorized Debits in respect to such PAD User, unless such PAD User provides the Customer with a newly executed Direction (or a new Confirmation is provided).

- 2.16 The Customer undertakes and agrees to:
- (a) accept and act on any notice of change of a PAD User's payment routing information that it receives from ATB Financial arising out of an administrative change to that information made by the PAD User's financial institution and notified to ATB Financial pursuant to Rule F12 of the CPA (that does not involve changing such financial institution) (a "Notice of Change"); and
 - (b) deem any such Notice of Change to be equivalent to the PAD User's Authorization to change its payment routing information, provided in all circumstances that ATB Financial shall only be responsible to the Customer for the accuracy of information provided in the Notice of Change it provides to the Customer.

3. EFT SERVICES

- 3.1 The Customer will provide ATB Financial with sufficient instructions and information, in a form acceptable to ATB Financial, to allow ATB Financial to implement the Customer's payment instructions (the "Customer's Payment Instructions").
- 3.2 The Customer will provide the Customer's Payment Instructions to ATB Financial, and take delivery of any of the Customer's Payment Instructions, reports or other documents returned after the Customer's Payment Instructions have been processed. The Customer will use ATBOnline Business (or such other service as agreed to by ATB Financial from time to time) as the place of delivery or pick up. Alternatively, if the Customer is unable to access ATBOnline Business (or such other service as agreed to by ATB Financial from time to time) it may, with the consent of ATB Financial, use its home ATB Financial branch as a place of delivery or pickup.
- 3.3 ATB Financial will arrange for credits to be made to accounts at financial institutions in accordance with the Customer's Payment Instructions. The Customer may, where ATB Financial is reasonably able to accommodate the request, modify the Customer's Payment Instructions before ATB Financial releases such instructions to any financial institution. After the time that ATB Financial cannot reasonably accommodate a request to modify the Customer's Payment Instructions, and in any event after release of such instructions by ATB Financial to any financial institution, the Customer's Payment Instructions are irrevocable. The acceptance of a payment by any financial institution will be considered full discharge of ATB Financial's obligations to the Customer with respect to such payment.
- 3.4 ATB Financial will debit the account indicated in the Customer's Payment Instructions on the due date(s) for the total amount of the payments made, and arrange for payments to be made in a timely and accurate manner. If the total payments required to comply with the Customer's Payment Instructions exceeds the funds available pursuant to an electronic funds transfer credit arrangement between ATB Financial and the Customer, ATB Financial may, in ATB Financial's sole discretion, refuse to make the payment.
- 3.5 ATB Financial will not bear any responsibility to the Customer, any PAD User, or any other financial institution for errors or omissions made by the Customer, any PAD User, or any other financial institutions.
- 3.6 ATB Financial's authority to debit payments on behalf of the Customer will continue until terminated by ATB Financial or the Customer, following 30 days prior written notice. Upon termination, ATB Financial may recall from any financial institution any of the Customer's Payment Instructions which were previously given on behalf of the Customer and which have not yet been affected.

4. GENERAL PROVISIONS

- 4.1 In addition to indemnification provisions contained in the Master Agreement, the Customer agrees to indemnify and hold harmless ATB Financial and any other financial institution, from and against any and all losses, costs, fees (including legal fees), damages, expenses, liabilities, claims, suits and demands whatsoever that ATB Financial or any financial institution may suffer, incur or be under or that may be made or brought against ATB Financial or any financial institution by reason of or in any way arising out of the action in drawing and issuing and Pre-Authorized Debits or making any payments in accordance with the Customer's Payment Instructions or through ATBOnline Business, except where such loss, costs, fees, damages, expenses, liabilities, claim suits or demands result from erroneous information provided or an error committed by ATB Financial or any financial

institution. The indemnity outlined above is in addition to and not a substitute for any other indemnities granted by the Customer to ATB Financial.

- 4.2 The Customer acknowledges that ATB Financial will not be liable to the Customer or any other person who may Claim through the Customer for delay, damage, penalty cost, expense or inconvenience to the Customer or such other person resulting from failure on the part of ATB Financial to perform any of the EFT Services by reasons of any cause beyond the control of ATB Financial.
- 4.3 The Customer agrees to reimburse ATB Financial for any claim paid by ATB Financial as a result of a Reimbursement Claim filed by a PAD User or any other person alleging that:
- (i) a Pre-**Authorized Debit was not drawn in accordance with a PAD User's Direction,**
 - (ii) **a PAD User's Direction was revoked,**
 - (iii) any required pre-notification was not provided at least 10 calendar days before the date a related to Pre-Authorized Debit was processed to the **PAD User's account,**
 - (iv) the required Confirmation was not provided in respect of any Direction entered into electronically in accordance with section 16 of Rule H1, or
 - (v) no Direction existed between the PAD User making the claim and the Customer with respect to a particular Pre-Authorized Debit.
- 4.4 ATB Financial is authorized at its discretion to comply with the provisions of any statutes or court that impose a duty to take or refrain from taking any action concerning the provisions of the EFT Service.
- 4.5 The Customer agrees to pay for any expenses incurred in the recall or retracing of a transaction under the provisions of this Schedule.
- 4.6 The Customer agrees to be bound by, comply with, respect and apply all relevant provisions of the Canadian Payments Act and all related by-laws, rules and standards in force from time to time as they apply to Pre-Authorized Debits, including, without limitation, the Confirmation/Pre-notification requirements or waiver of pre-notification requirements and the cancellation requirement set out in Rule H1.
- 4.7 Any Authorized Contact has authority to generate and submit electronic funds transfer files on behalf of the Customer to ATB Financial.
- 4.8 Notwithstanding any termination provisions contained in the Master Agreement, the provisions of Rule H1 and the indemnification provisions of this Schedule shall continue to remain in full force and effect with respect to any Pre-Authorized Debit drawn and issued or any other obligation of ATB Financial in accordance with the provisions of this Schedule prior to the day upon which such termination takes effect.

5. DEFINITIONS

"Authorization/Authorized" is the signing or execution or other adoption by a PAD User, which may include the use of a user ID/password combination or any other Commercially Reasonable method of ensuring that such PAD User has consented to a Sporadic PAD being processed to their account, all as more specifically set out in Rule H1.

"Commercially Reasonable" has the meaning in Rule H1.

"Confirmation" means the mandatory written notice under Rule H1 required to be provided by the Customer to each PAD User in respect of Pre-Authorized Debits set up under an electronic agreement.

"PAD User" has the meaning given to it in Section 2.1 hereof.

"Sporadic PAD" has the meaning given to it in Section 2.7 hereof.

"Reimbursement Claim" means a claim for reimbursement by a PAD User, where such PAD User disputes (i) the validity of a Pre-Authorized Debit, (ii) receiving proper pre-notification of a Pre-Authorized Debit, or (iii) receiving a Confirmation.

"Rule H1" means Rule H1 "Pre-Authorized Debits" of the CPA.

One-Off Payments Service

Schedule to the Cash Management Master Agreement

One-off Payments is a convenient, cost-effective and secure way to manage your low volume and low value payments. Your business will be able to collect or pay funds electronically between your ATB business account and any financial institution in Canada.

1. INTRODUCTION

1.1 Schedule to Master Agreement. This **One-Off Payments Service Schedule (the "Schedule")** supplements and forms part of the **Cash Management Master Agreement (the "Master Agreement")** entered into between ATB Financial and the Customer. This Schedule incorporates by reference each of the terms contained in the Master Agreement. Any terms contained herein which are capitalized but not defined shall be ascribed the meaning given to them in the Master Agreement.

1.2 One-Off Payments Service. The One-Off Payments Service allows the Customer to electronically transfer funds (i) from ATB Financial accounts of the Customer to accounts at ATB Financial or other Financial Institutions in Canada and (ii) from accounts at other Financial Institutions in Canada to ATB Financial accounts of the Customer. The electronic transfer of funds from an ATB Financial account of the Customer to an account at another Financial Institution is referred to as the **"Disbursement Service"**, and the transfer of funds from an account at another Financial Institution to an ATB Financial account of the Customer is referred to as the **"Collection Service"**.

2. DISBURSEMENT SERVICE

2.1 Access to the Disbursement Service is at the sole discretion of ATB Financial.

2.2 The Customer will provide ATB Financial with sufficient instructions and information (as determined by ATB Financial) to allow ATB Financial to complete the Disbursement. This information includes providing: i) the payee name, ii) the payee's bank number, transit number and account number, iii) the Customer's Funding Account at ATB Financial, iv) the amount of such disbursement (the **"Disbursement Amount"**), and v) the date for the disbursement (the **"Disbursement Date"**). Items i to v above are collectively the **"Disbursement Instructions"**. Provided that the Disbursement Instructions are received by ATB Financial before 12:00PM Edmonton time on a Business Day, the Disbursement can be scheduled to take place on the same Business Day.

2.3 ATB Financial cannot guarantee that a Disbursement will be credited to the Recipient Account at a specific date or time. Notwithstanding any other provision in this Schedule, the Customer acknowledges that there may be delays in crediting the Recipient Account.

2.4 Provided that the Funding Account has sufficient funds or available credit facilities as outlined below, ATB Financial will process payments to the Recipient Account in accordance with the Disbursement Instructions. The Customer may, where ATB Financial is reasonably able to accommodate the request, recall the Disbursement Instructions before ATB Financial releases such instructions to a Financial Institution. After the latest time that ATB Financial can reasonably accommodate a request to recall the Disbursement Instructions, and in any event after the release of such instructions by ATB Financial, recall of the Disbursement Instructions is made on a reasonable efforts basis. Subject to the foregoing, the receipt for processing of a payment by any Financial Institution will be considered full discharge of ATB Financial's obligations to the Customer in respect of such Disbursement Instructions.

2.5 Disbursement Amounts will be debited from the Funding Account on the due date for the Disbursement. If the Disbursement Amount is, in whole or in part, not available in the Funding Account and the Customer has established credit facilities, the balance of the Disbursement Amount will be debited from such credit facilities on the due date for the Disbursement. If funds are not available in either the Funding Account or credit facilities, the Disbursement Instructions will be rejected.

2.6 If the Customer makes a Disbursement to a Recipient Account denominated in a currency other than the currency of the Funding Account, the Financial Institution where the Recipient Account is held may convert such amount at the rates set by that Financial Institution, plus other applicable fees. Such currency conversions and fees are beyond the control of ATB Financial and are the responsibility of the Customer.

2.7 ATB Financial may set limits on the amount that may be transferred using the Disbursement Service.

2.8 The Customer is responsible for verifying the correctness of the Disbursement Instructions. Subject to this Schedule and the Master Agreement, ATB Financial will debit funds as outlined in the Disbursement Instructions once these have been received by ATB Financial. Neither ATB Financial nor any other Financial Institution will be required to verify the correctness of any Disbursement Instruction.

2.9 In the event that the use of, access to or existence of the Disbursement Service is terminated by either the Customer or ATB Financial between the time Disbursement Instructions are issued and the time of a claim or release of the Disbursement Instruction to a Financial Institution, the Customer undertakes and agrees to reimburse ATB Financial and/or any Financial Institution for payment of any claim made by a payee in accordance with the CPA Rules.

2.10 When the Customer recalls Disbursement Instructions and ATB Financial is able to accommodate the request, funds will not be debited from the Customer's Account. When the Customer recalls Disbursement Instructions after the latest time at which ATB Financial is able to accommodate the request, ATB Financial will credit an amount equal to the disbursed funds to the Customer's Account if ATB Financial is able to retrieve those funds from the other Financial Institution.

3. COLLECTION SERVICE

3.1 Access to the Collection Service is at the sole discretion of ATB Financial.

3.2 The Customer will provide to ATB Financial through the relevant Implementation Form, or such other form as ATB Financial may accept in its sole discretion, the information ATB Financial requires to properly and completely set up the Collection Service. Such information includes completing a

pre-authorized debit (pad) or other forms as required by ATB Financial or pursuant to the CPA Rules or other applicable law. The Customer will obtain necessary authorizations in the form required or pre-approved by ATB Financial, and if required, the Customer will provide further evidence of such authorization. The Customer acknowledges that ATB Financial **will not determine the Customer's entitlement to receive funds from the Funding Account.**

- 3.3 When the relevant Implementation Form, or such other form as ATB Financial may accept in its sole discretion, has been completed as required by ATB Financial, and subject to other provisions of this Schedule and the Master Agreement, the Funding Account information will be displayed on the appropriate drop down menu of the One-Off Payments tab on ATBOnline Business.
- 3.4 To complete a Collection, the Customer will provide ATB Financial with sufficient instructions and information (as determined by ATB Financial) to allow ATB Financial to implement the Collection Service instructions. This information includes, among other information: i) selecting the Funding Account, **ii) selecting the Recipient Account, iii) providing the amount of such Collection (the "Collection Amount"), and iv) providing the date of the Collection (the "Collection Date"). The preceding items i to iv are collectively referred to as the "Collection Instructions".**
- 3.5 ATB Financial will process credits to the Recipient Account in accordance with the Collection Instructions. The Customer may, where ATB Financial is reasonably able to accommodate the request, recall the Collection Instructions. When the Customer recalls Collection Instructions, ATB Financial will debit the Recipient Account to the extent which funds specified in the recalled Collection Instructions have been credited to such account. **If sufficient funds are not available to be debited from the Recipient Account, such funds may be debited from the Customer's other credit facilities maintained by ATB Financial and/or the Recipient Account will be overdrawn by the applicable amount.** The acceptance of the Collection Instructions by any Financial Institution will be considered full discharge of ATB Financial's obligations to the Customer in respect of such Collection Instructions.
- 3.6 ATB Financial cannot guarantee that a Collection Amount be credited to the Recipient Account at a specific date or time. Notwithstanding any other provision in this Schedule, the Customer acknowledges that there may be delays in crediting the Recipient Account.
- 3.7 Collection Instructions will only be processed in respect of accounts of the same currency. In the event that the Collection Instructions refer to accounts of different currencies, the Collection Instructions will be rejected by the receiving Financial Institution. Any funds credited to the Recipient Account based on the Collection Instructions will be debited upon notification of such rejection.
- 3.8 The Customer represents and warrants that all Funding Accounts in respect of the Collection Service are held in the name of the Customer or in the name of parties with whom the Customer has a valid, binding, written contractual agreement providing for use of the Collection Service or similar services, and except as provided for in the foregoing that no third party has any beneficial or legal interest, direct or indirect, therein (other than creditors of the Customer holding a security interest in the ordinary course of business). The Customer represents and warrants that no such Funding Account contains or will at any time contain funds or instruments held in trust for third parties.
- 3.9 ATB Financial may set limits on the amount that may be transferred using the Collection Service.
- 3.10 In the event that the use of, access to or existence of the Collection Service is terminated by either the Customer or ATB Financial between the time Collection Instructions are issued and the time of a claim or return of a Collection Instruction for non-payment, the Customer undertakes and agrees to reimburse ATB Financial and/or any Financial Institution for payment of any claim made by a payor in accordance with the CPA Rules.

4. GENERAL PROVISIONS

- 4.1 The Customer is responsible for maintaining the information in respect of the Funding Accounts up to date. Further, the Customer agrees that it will obtain any further documentation requested by ATB Financial or which may be required pursuant to the CPA Rules with respect to the services contemplated by this Schedule.
- 4.2 ATB Financial will not bear any responsibility to the Customer for errors or omissions made by the Customer, a payor or any other Financial Institutions.
- 4.3 The Customer agrees to comply with time notification requirements in respect of the Disbursement or Collection Services as established by ATB Financial from time to time and to give each payor the required notice within the time frames involved.
- 4.4 In addition to the indemnification provisions contained in the Master Agreement, the Customer agrees to indemnify and hold harmless ATB Financial and any other Financial Institution from and against any and all losses, costs, fees (including legal fees), damages, expenses, liabilities, claims, suits and demands, whatsoever, that ATB Financial or any Financial Institution may suffer, incur, or be under, or that may be made or brought against ATB Financial or any Financial Institution by reason of, or in any way arising out of, the use of the Collection or Disbursement Service or making any payments in accordance with the **Customer's Disbursement Instructions or the Customer's Collection Instructions through ATBOnline Business or any amendment or cancellation of a Disbursement or Collection Instruction, except where such loss, costs, fees, damages, expenses, liabilities, claims, suits, or demands result from erroneous information provided or gross error committed by ATB Financial or any Financial Institution.** The indemnity outlined above is in addition to and not a substitute for any other indemnities granted by the Customer to ATB Financial.
- 4.5 The Customer is solely responsible for the accuracy and completeness of all Disbursement Instructions or Collection Instructions provided to ATB Financial. ATB Financial will not be responsible in any way for errors resulting from the inaccuracy, incompleteness, or fraudulent alteration of any such instructions or information furnished to ATB Financial by the Customer, its officers, employees, or agents. The Customer undertakes and agrees to indemnify ATB Financial for all amounts that may be erroneously paid by ATB Financial and/or any Financial Institution in respect of any Collection or Disbursement erroneously credited or debited by ATB Financial and/or any Financial Institution pursuant to any such direction from the Customer.
- 4.6 The Customer acknowledges that ATB Financial will not be liable to the Customer or any other person who may claim through the Customer for delay, damage, penalty, cost, expense, or inconvenience to the Customer or such other person resulting from failure on the part of ATB Financial to perform the One-Off Payments Service by reasons of any cause beyond the control of ATB Financial, including but not limited to delay by other Financial Institutions.
- 4.7 The Customer agrees to reimburse ATB Financial for any claim paid by ATB Financial as a result of a reimbursement claim filed by a payor or any other person alleging that:

- (i) a Collection was not drawn in accordance with a payor's direction;
- (ii) the payor's authorization was revoked;
- (iii) any required pre-notification was not provided at least 10 calendar days before the date the Collection was processed to the Customer's Account; or
- (iv) no authorization existed between the payor making the claim and the Customer with respect to a particular Collection.

4.8 The Customer agrees to pay for any expenses incurred in the recall or retracing of a transaction under the provisions of this Schedule.

4.9 The Customer agrees to be bound by, comply with, respect, and apply all relevant provisions of the Canadian Payments Act and all related by-laws, rules, and standards in force from time to time as they apply to the One-Off Payments Service.

5. DEFINITIONS

"Collection" means the debiting of funds from an account at another Financial Institution in relation to a specific Collection Instruction, as defined in Section 3.4.

"Disbursement" means a disbursement from the Customer's ATB Financial account to another account at ATB Financial or at another Financial Institution in relation to a specific Disbursement Instruction, as defined in Section 2.2.

"Financial Institution" means those financial institutions operating in Canada which have agreed with ATB Financial to participate in the Disbursement Service and the Collection Service from time to time.

"Funding Account" means in relation to the Disbursement Service, the account of the Customer at ATB Financial from which funds in relation to a Disbursement are debited; and in relation to the Collection Service, it is the account at another Financial Institution from which funds in relation to a Collection are debited.

"One-Off Payments Service" means the Disbursement Service and the Collection Service as contemplated in this Schedule.

"Recipient Account" means in relation to the Disbursement Service, the account of the payee at ATB Financial or another Financial Institution to which funds in relation to a Disbursement are credited; and in relation to the Collection Service, it is the designated account of the Customer at ATB Financial to which Collection are credited.

ATBOnline Business Wire Services

Schedule to the Cash Management Master Agreement

Online Wires is a convenient and safe way to manage important, high value and time-sensitive payments. Wire payments are irrevocable payments that provide immediate availability of funds using ATB's extensive global network of correspondent banking relationships.

- 1 SCHEDULE TO MASTER AGREEMENT. This ATBOnline Business Wire Services Schedule (the "Schedule") forms part of the Cash Management Master Agreement (the "Master Agreement") entered into between ATB Financial and the Customer. This Schedule incorporates and forms part of the terms contained in the Master Agreement. Any terms contained herein which are capitalized but not defined shall be ascribed the meaning given to them in the Master Agreement.
2. Wires Service. By making use of this Service, the Customer may request and Approve Wires through ATBOnline Business.
3. Authority to Debit Accounts. **Upon the Customer's** Approval to send a Wire, the Customer authorizes ATB Financial to debit the Originating Account for the amount of such Wire plus any applicable fees, charges or interest payable as outlined in this Schedule or another agreement between the Customer and ATB Financial regardless of whether there are sufficient funds in the Originating Account.
4. Authority to Send Funds. Only the Administrator and any Users who have been properly designated by the Administrator as authorized to send and Approve Wire Instructions and which (if applicable) have been properly identified to **ATB Financial's satisfaction may request and Approve Wire** Instructions through ATBOnline Business. The Customer is responsible for any unauthorized use of the Wires service. ATB Financial will not verify the authority of any person sending Wire Instructions or Approvals through ATBOnline Business. ATB Financial will not be responsible for any delay or failure to receive Wire Instructions through ATBOnline Business.
5. Sufficient Funds in Accounts. The Customer will ensure that the Originating Account has sufficient funds or available facilities to adequately fund the amount of a Wire. In the event that there are insufficient funds to fully fund the Wire plus any applicable fees when the Wire scheduled is for Release, the Customer acknowledges that ATB Financial is not obligated to Release the Wire transaction.
6. WIRE INFORMATION & RESPONSIBILITY FOR WIRES
 - 6.1 Wires may be requested by inputting the Beneficiary Account details and other required information into ATBOnline Business. The Customer may also create templates detailing beneficiary information into ATBOnline Business for Wire payments that the Customer anticipate will occur on a repeating basis.
 - 6.2 Wires may either be scheduled for:
 - a) immediate Release upon Approval, in which case ATB Financial will Release such Wire upon Approval, provided such Approval is received within the cut-off times specified in this Schedule; or
 - b) **for Release on a future date** ("Future Dated Wire"). **Future Dated Wires are only available for Wires which** do not require any foreign currency exchange transaction.
 - 6.3 The Customer is responsible for verifying the correctness of any information provided, including the Beneficiary Account information and payee information, and if necessary, updating any templates the Customer has created to properly route a Wire into a Beneficiary Account.
 - 6.4 ATB Financial will, subject to this Schedule and the Master Agreement, act on and Release Wire Instructions once Approved. The Customer acknowledges that ATB Financial and any other financial institution involved in sending a Wire will not confirm or verify the completeness or correctness of the Customer's Instruction or Approval in respect of a Wire. In particular, ATB Financial and any other financial institutions will not confirm whether the routing numbers provided correspond to the Wire beneficiary or the beneficiary's financial institution, or whether the Beneficiary Account belongs to the beneficiary. Only the account number, identification numbers or codes provided will be used by ATB Financial or any other financial institution to route the Wire to the Beneficiary Account.
7. CURRENCY EXCHANGE
 - 7.1 Wires may be denominated in: i) Canadian dollars; ii) U.S. dollars; or iii) any one of a number of other foreign currencies specified by ATB Financial from time to time ("Overseas Currencies"). **Canadian dollar Wires may originate from a Canadian or U.S. dollar Originating Account.** U.S. dollar Wires may originate from a Canadian or U.S. dollar Originating Account. Overseas Currency Wires must originate from a Canadian dollar denominated Originating Account.
 - 7.2 For Wires in which the Originating Account is denominated in one currency and the Beneficiary Account is denominated in another currency (in accordance with the originating denomination rules set out above), the applicable currency exchange rate will either be:

- a) displayed on ATBOnline Business; or
- b) if the amount of the Wire surpasses foreign exchange limits (such limits to be set by ATB Financial in **ATB Financial's sole discretion**) the Customer **will be asked to contact ATB Financial's foreign exchange desk at the number indicated on ATBOnline Business for an applicable exchange rate.**

In either case, if the Customer agrees to such exchange rate **as evidenced by the Customer's completion and Approval of the Wire**, ATB Financial will convert the applicable currency at the above quoted exchange rate, provided that ATB Financial may set limits for the amount of time that a quoted rate may be in effect.

- 7.3 ATB Financial may also set limits on the amount of a Wire that may be sent in a particular currency. Such limits will be communicated on ATBOnline Business.
8. Cut-Off Times. Wires are Released on Business Days. Wire Approvals received after 1:59PM Mountain time for immediate Release on any given Business Day will be processed by ATB Financial and Released the next Business Day. ATB Financial reserves the right to alter any cut-off times without prior notice to the Customer.
9. DELAYS
- 9.1 Wires may be subject to delays arising out of a number of factors including, but not limited to, any one or more of: destination cut-off times, time zone differences, and whether the institution where the Beneficiary Account is held or any other clearing agent, foreign correspondent or similar entity is **open for business on a particular day**. **Further, Wires may be subject to the laws of the beneficiary's jurisdiction as well as provincial and federal laws and regulations.** Wires may also be subject to restrictions in clearing systems.
- 9.2 Notwithstanding any other provision of this Schedule, the Customer acknowledges that there may be delays in sending, Releasing, or in the arrival of a Wire to its intended destination or to the Beneficiary Account. ATB Financial cannot guarantee that a Wire will be credited to the Beneficiary Account at a specific date or time. ATB Financial shall not be responsible for delaying or failing to act on any Wire Instruction if such delay is caused by legal constraint, interruption of transmission or communication facilities, networks, systems or equipment failure, war, emergency conditions, strikes or other **circumstances beyond ATB Financial's control.**
10. Indemnity. The Customer agrees to indemnify ATB Financial from and against all Claims arising from ATB Financial acting or declining to act upon any Wire Instructions provided to ATB Financial in accordance with this Schedule. The indemnity outlined above is in addition to and not a substitute for any other indemnities granted by the Customer to ATB Financial.
11. Agency. The Customer appoints ATB Financial as agent for the purposes of sending Wires. Accordingly, any steps ATB Financial **takes on the Customer's** behalf for sending a Wire will have the same effect as if made by the Customer directly and will bind the Customer in the same manner as if such actions **or instructions were given by the Customer and duly signed by an authorized signatory on the Customer's Accounts.** The Customer acknowledges that ATB Financial may use the systems, networks, associations, financial institutions and other third parties for sending Wires that it determines in its sole discretion.
12. Correspondent Institutions. The Customer acknowledges that in connection with any Approved Wire sent by ATB Financial in accordance with this **Schedule, ATB Financial may utilize the services of other financial institutions ("Correspondent Institutions") to act as agent on the Customer's behalf.** ATB Financial shall not be liable for any act or omission of any Correspondent Institution in the performance of the Wire Services.
13. Compliance with Laws and Internal Policy. ATB Financial has the right to refrain from Releasing or otherwise sending a Wire that may contravene (i) any law or regulation applicable to ATB Financial, including but not limited to anti-money laundering or terrorist financing laws or regulations; or (ii) any of our internal risk management or other policies. ATB Financial may also be prohibited (either by law, regulation or internal business rule) from Releasing or otherwise sending Wires to certain countries, territories, or locations. The Customer also acknowledges that in certain circumstances a Correspondent Institution or other third party may be unable to process a Wire Instruction for similar reasons.
14. Irrevocable. The Customer acknowledges that Wires which i) have been Approved are irrevocable after 11:59PM Mountain time on the day before the Release of the Wire; and ii) are pending Approval may be cancelled before and including 1:59PM Mountain time on the day on which Release of the Wire is scheduled. . Accordingly, ATB Financial cannot guarantee the return of funds to the Customer, or alternatively, the return of funds to the Customer without a fee. In the event that ATB Financial is able to return funds that were converted to another currency at the time the Wire was Approved, ATB Financial will re-convert such funds back to the original currency at the exchange rate ATB Financial set in place at the time of such conversion.
15. DEFINITIONS

"Approve" or "Approval" means the final approval by the Customer of the Wire information inputted into ATBOnline Business which, when complete, serves as the irrevocable instruction and authorization by the Customer to ATB Financial to Release the Wire;

"Beneficiary Account" means the beneficiary account to which a Wire is directed;

"Instructions" means the Customer's instructions, authorizations or other approvals relating to sending or receiving a Wire;

"Originating Account" means the Accounts at ATB Financial which are set up for ATB Financial to debit Wire amounts;

"Release" means ATB Financial's release of the Wire into any one or more inter-bank/financial institution networks, the beneficiary's financial institution, its clearing agent or our foreign correspondent for processing and funding into the Beneficiary Account;

"Wire" means an electronic message transmitted in real-time through one or more inter-bank/financial institution computer networks (such as but not limited to SWIFT or the Large Value Transfer System) from an Originating Account to a Beneficiary Account.

