

FOR EXISTING ATB FINANCIAL CORPORATE FINANCIAL SERVICES (CFS) OR BUSINESS & AGRICULTURE (B&A) CUSTOMERS AS AT OCTOBER 30, 2017: This ATB Treasury and Payment Solutions Agreement restates and amends any ATB Online Business Access and Services Agreement and Cash Management Master Agreement (together with the incidental, consequential and necessary amendments made to such Agreements' accompanying service schedules, implementation forms plus other documents, enabling uninterrupted continuity of the Customer's subscribed services).

## ATB Treasury and Payment Solutions Agreement Single Administrator

### INTRODUCTION

#### 1. DEFINITIONS

Unless otherwise defined elsewhere in this Agreement, the words: **"Account Agreement"** means the account agreement between ATB Financial and the Customer in relation to the operation of the Accounts; **"Accounts"** means all of the accounts of the Customer, and Account Holder as applicable by any Agent Authorization, at ATB Financial; **"Administrator"** is any individual designated as such pursuant to Article 13 of this Agreement; **"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 form pursuant to which an ATB Financial Account Holder authorizes the Agent to use the Services for the benefit of the ATB Financial Account Holder; **"Agreement"** means this ATB Treasury and Payment Solutions Agreement; **"Alerts"** means voluntary alerts from ATB Financial, sent to the e-mail address provided by the Authorized Contact for the Services, dealing with the Customer's Accounts; **"Application"** means any software application downloaded to access any services, functionality, features, content or information offered by ATB Financial; **"ATB Business Mobile"** means access to ATB Online Business using mobile devices through websites designed specifically for such devices or through Applications; **"ATB Financial"** means Alberta Treasury Branches; **"ATB Financial Agreements"** has the meaning given to it in Section 2.3; **"ATB Online Business"** is the ATB Financial 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 and includes ATB Business Mobile; **"Authorized Contacts"** is any Administrator, all Users and any other individuals designated (in the manner set out by ATB Financial) by the Customer, its Agents or its authorized representatives to use the Services; **"Autodeposit Service"** means the *Interac* e-Transfer Service that ATB Financial offers through ATB Online Business that allows the Customer to direct funds via *Interac* e-Transfer to be automatically deposited into the Designated Account; **"Basic Services"** means the Bill Payments as outlined in Article 5, Stop Payments as outlined in Article 6, Transfers Between Accounts as outlined in Article 7, *Interac* e-Transfer as outlined in Article 8, Alerts as outlined in Article 9, Information Reporting as outlined in Article 10, and Remote Cheque Deposit Service as outlined in Article 11; **"Bill Payment Instruction"** has the meaning given to it in Section 5.1; **"Business Day"** means any day that is not a Saturday, Sunday or a day in which ATB Financial is required or permitted to be closed in the province of Alberta; **"Claims"** has the meaning given to it in Section 19.3; **"Cross Currency Transfer"** has the meaning given to it in Section 7.2; **"Customer"** means Customer identified within the ATB Online Business Access and Services Agreement (and Cash Management Master Agreement, as applicable), and continued under this Agreement; **"Damages"** has the meaning given to it in Section 19.1; **"Date"** has the meaning given to it in Section 5.1; **"Deposit Date"** has the meaning given to it in Section 11.9; **"Deposit Item"** has the meaning given to it in Section 11.4; **"Designated Account"** means, for the purposes of the Request Money Service and the Autodeposit Service, the Account the Recipient registers through *Interac* as the account in to which funds via *Interac* e-Transfer will be automatically deposited without the need to log on to ATB Online Business or to answer an *Interac* e-Transfer Question; **"Device"** means a computer, laptop, mobile device, wearable device, tablet, watch or any other electronic device that supports access to the Services and that ATB Financial allows the Customer to use to access the Services; **"E-Statement"** has the meaning given to it in Section 10.1; **"Interac e-Transfer"** or **"Interac e-Transfer Service"** means the *Interac*-Transfer service that ATB Financial offers through ATB Online Business that allows the Customer to either send funds from the Customer's Account to another by specifying an email address, or to receive funds from another. *Interac* e-Transfer is a registered trademark of Interac Inc. used under license; **"Interac e-Transfer Question"** means the security question and answer that is designated by the Sender of an *Interac* e-Transfer Transaction and is used for verification purposes in the *Interac* e-Transfer Service; **"Interac e-Transfer Transaction"** means an *Interac* e-Transfer transaction sent or received through the *Interac* e-Transfer Service; **"Images"** has the meaning given to it in Section 11.2; **"Implementation Form"** means the implementation form completed by or on behalf of the Customer containing certain information and elections in relation to the Service; **"Information Reporting"** means transaction and balance information regarding Accounts, credit card products and loans of the Customer which is presented on ATB Online Business; **"Instructions"** includes, and is not limited to, any instruction, order, authorization or approval; **"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 Agreement or authorized as an Agent pursuant to an Agent Authorization; **"Item"** has the meaning given to it in Section 6.1; **"Participating Financial Institution"** means, for the purposes of the *Interac* e-Transfer Service, Request Money Service and Autodeposit Service, a financial institution that offers these *Interac* e-Transfer services; **"Payees"** has the meaning given to it in Section 5.1; **"Pricing Arrangement"** means one or more pricing arrangements, fee tables or schedules containing the pricing for the use of ATB Online Business and the Services forming part of this Agreement or, as applicable, part of the Service Schedules as such arrangements may be amended by ATB Financial from time to time in its sole discretion as more particularly set out in Section 18.1; **"Pricing Schedule"** means a schedule to this Agreement setting out the fees and charges for Services to be provided hereunder pursuant to one or more Service Schedules; **"Recipient"** means, for the purposes of an *Interac* e-Transfer, the legal entity which is the intended recipient of an *Interac* e-Transfer Transaction or which initiates the Request Money; **"Request Money"** means, for the purposes of the Request Money Service, requesting funds via *Interac* e-Transfer; **"Request Money Service"** means the *Interac* e-Transfer Service that ATB Financial offers through ATB Online Business that allows the Customer to initiate a Request Money; **"Schedules"** means all Pricing Schedule and Service Schedules; **"Sender"** means, for the purposes of an *Interac* e-Transfer, the legal entity which initiates an *Interac* e-Transfer Transaction or which is responding to the Request Money; **"Services"** means the services available through ATB Online Business or other means (as determined by ATB Financial) and those services to which the Customer subscribes and ATB Financial agrees to provide as outlined in this Agreement and any accompanying Service Schedule(s). This includes the Basic Services as well as any 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 Provider"** means any of ATB Financial's suppliers, licensors, service providers, vendors or any third party which provides a service or system used in relation to the Services; **"Service Requesting Documentation"** has the meaning given to it in Section 2.3; **"Service Schedule"** means each individual agreement(s) signed by the Customer under this Agreement

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pursuant to which specified Cash Management Services are offered; “**Signing Officers**” means, in respect of any Account, a person who is authorized to give instructions in respect of the Account; “**Termination Event**” has the meaning given to it in Section 17.4; “**User**” means an individual that has been appointed by an Administrator to conduct transactions, provide instructions or set up and access Account information on behalf of the Customer; and “**Workflow Approval Requirements**” means any requirement as may be imposed by the Customer from time to time for one or more Users and / or Administrators to provide Instructions in respect of an Authorized Contact or a Service. For greater certainty, a User is authorized to conduct only those transactions, instructions or parts thereof which have been delegated to him / her by an Administrator. Any defined words importing the singular number only shall include the plural and vice-versa. All other capitalized terms in this Agreement or in any Service Schedule have the meaning given to them elsewhere in this Agreement or in any applicable Service Schedule. The Schedules attached to this Agreement form an integral part of it.

## **2. SCOPE OF SERVICES**

**2.1** This Agreement outlines the terms and conditions pursuant to which ATB Financial shall provide Services to the Customer pursuant to the applicable Service Schedule(s) along with online access to the Customer’s Accounts and the Services. **2.2** 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 Agreement. In the event of any inconsistencies between this Agreement and any Service Schedule, this 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. **2.3** The Customer may select Services by delivering to ATB Financial applicable Implementation Forms and any other documentation that ATB Financial may require in respect of that Service (collectively, the “**Services Requesting Documentation**”). The Customer agrees that the Service Schedule for each Service requested by or on behalf of the 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 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) Account opening agreements governing the Customer’s Account(s) (“**Account Agreement**”); and (vi) such other documents and agreements between ATB Financial and the Customer as ATB Financial may require from time to time. **2.4** The Customer has requested to ATB Financial that it be permitted to access its Accounts through ATB Online Business and to utilize the Services. **2.5** This Agreement must be read together with any other existing or future agreements the Customer may have with ATB Financial. **2.6** By accessing and using any of the Services described in this Agreement (including the Basic Services or any Cash Management Services), or authorizing others to use any such Services, the Customer is deemed to agree to the terms and conditions of this Agreement without the requirement for a signature on this Agreement or any other agreement.

## **ATB ONLINE BUSINESS ACCESS AND SERVICES**

### **3. ADMINISTRATORS, USERS AND AUTHORITY**

**3.1 Access.** The Customer authorizes ATB Financial to provide the Administrator (or any Users appointed by the Administrator in accordance with the procedures outlined herein) access to ATB Online Business, to all of the Customer’s Accounts at ATB Financial together with all of the Customer’s Accounts opened after the date of this Agreement, as well as to the Services. **3.2 Opt Out.** In the event the Customer does not want a specific Account to be accessible via ATB Online Business, the Customer may remove such Account by completing the appropriate opt out procedure as required by ATB Financial. **3.3 Initial login.** If a single Administrator is identified, that Administrator shall be responsible for completing the initial login process. After the initial login process has been completed, if necessary, any Administrator shall have the option to create additional Users, to restrict the access of such Users to the Services or to establish transaction limits for such Users. An Administrator shall create Administrators and Users online by following the instructions contained in the appropriate screen pages, which include the Administrator’s assignment of a valid User ID and password for use by such User. **3.4 Users.** The Administrator may appoint individual Users to conduct transactions, carry out other Instructions, set up and access Account information on behalf of the Customer in respect of the Services. A User shall only be authorized to conduct those transactions or Instructions or parts thereof which have been designated to him / her by an Administrator, and a User’s access may be revoked by an Administrator at any time subject to Workflow Approval Requirements. At the request of an Administrator, different Users may have different levels of access to the Services or differing transaction limits. The Customer is solely responsible for ensuring that the level of access or any transaction limits provided to any individual User is appropriate for that person and is in accordance with the Customer’s internal protocols and policies. **3.5 Authority.** The Customer agrees that its Authorized Contacts and its Signing Officers are acting with the full authority of the board of directors, members, partners, general partners, trustee, board of trustees or other applicable governing body of the Customer (as the case may be) in their use of ATB Online Business and the Services and that the Customer has granted authority to such Authorized Contacts and Signing Officers to legally bind the Customer with respect to their use of the Services. Any access to the Services purporting to be authorized by the Customer or on its behalf by its Authorized Contacts or Signing Officers will be considered by ATB Financial, for all purposes, to be duly authorized by the Customer. For greater certainty, the Customer will be bound by all information, orders, entries and other Instructions provided by the Customer or on its behalf by its Authorized Contacts or Signing Officers through the Services and the Customer will be liable for all transactions conducted through the Services and any loss that may arise from these transactions. The Customer acknowledges that each transaction made through ATB Online Business or any other permitted means on any Account of the Customer is authorized as though each Instruction, verification or other approval has been duly signed and delivered by the Customer to ATB Financial. **3.6 Multiple Signatures.** As a result of the powers granted to the Administrator in this Agreement, ATB Financial may receive and carry out transactions, authorizations and other Instructions through ATB Online Business in respect of the Services despite the fact that such Account requires two or more signatures to conduct transactions (for example, writing cheques or making withdrawals at a branch). This means that Instructions, approvals or other authorizations in respect of the Services may be received and acted upon by ATB Financial on the Instruction of one individual (an Authorized Contact or a Signing Officer) even though such Account requires two or more signatures and even though such Account may hold trust funds for transactions which occur outside the scope of this Agreement and any accompanying Service Schedule. As long as such Instruction conforms to the requirements set out in this Agreement or any Service Schedule, such Instruction will be deemed to be duly authorized by the Customer. **3.7 Loss or Damage.** The Customer accepts sole responsibility for any loss or damage that may result from any Authorized Contact or any Signing Officer misusing his / her authority in any way including, without limitation, in respect of any funds of the Customer which are trust funds. A User’s access rights as determined by the Administrator shall continue until such time as the Administrator removes such individual or otherwise changes his / her delegated authority and ATB Financial has had sufficient time

to process the request. For greater certainty, once ATB Financial has processed such request, any changes or deletions of delegated authority take effect upon the following attempt to log in to ATB Online Business by such User. **3.8 Information.** ATB Financial may be required to obtain confirmation of identity or other information in relation to the Administrator or any User in order to comply with applicable laws. This information may be obtained before or after access is granted to the Administrator or any User, and access to ATB Online Business (whether partial or complete) may be blocked or limited until this information has been fully obtained (in ATB Financial's sole discretion). When any such identity information is provided by the Customer to ATB Financial, the Customer certifies that such information is true and correct.

#### 4. SECURITY

**4.1 Security Procedures.** The Customer agrees that it shall ensure that each Administrator and User maintain the security of each login ID and password. In that respect, the Customer agrees to implement the following security procedures: i) the Customer shall follow such procedures and controls as ATB Financial may reasonably require in connection with ATB Online Business or any Service; ii) the Customer shall ensure that all login IDs, passwords and other authentication methods (such as authentication questions) be treated in the strictest confidence and that neither the Administrator nor any User disclose such information to any other person; iii) the Customer shall establish and implement policies, procedures and a system of controls over use of Services and perform such audits as the Customer believes are appropriate to ensure that the Services are only used by the Customer and its Authorized Contacts in an appropriate and proper fashion; iv) the Customer shall ensure that authorized persons never leave their computers unattended while logged into ATB Online Business and must always exit ATB Online Business by clicking on the appropriate 'logout' command; v) the Customer shall ensure that any login ID, password, *Interac* e-Transfer Questions and other authentication methods (such as authentication questions) be immediately terminated if the Customer learns or suspects that such information has been disclosed to or obtained by any unauthorized third party; vi) the Customer shall ensure that ATB Online Business is only accessed from computers or mobile devices (to the extent reasonably available) on which virus protection software and firewalls have been installed. The Customer agrees to immediately update all virus protection and firewall software as such updates become available from the manufacturer; vii) the Customer shall follow any login ID, password and other authentication method (such as authentication question) requirements established by ATB Financial and, in any event, ensure that login IDs, passwords and any other authentication methods (such as authentication questions) be unique and not easily guessed by others. This includes having login IDs, passwords and other authentication methods (such as authentication questions) that are not sequential numbers such as '1234', social insurance numbers or telephone numbers or selecting a login ID, password or other authentication method (such as authentication question) that is the same as a personal identification number (PIN) used for any debit or credit cards held with ATB Financial; and viii) the Customer shall follow procedures dealing with intelligent authentication. For greater certainty, intelligent authentication consists of security questions along with answers unique to each Authorized Contact. The Customer agrees that its Authorized Contacts shall set up (if required) unique questions and answers which are not easily identifiable or guessed. **4.2 Passcode.** When a User conducts certain transactions through, or changes certain information on, ATB Online Business, the User may be prompted to enter a passcode in order to authenticate that transaction or change. That passcode will be sent by automated phone call or SMS text message to the telephone number or device selected by the User. Text messages may be sent to a mobile device and may be subject to charges in accordance with the terms of the mobile device plan. The Customer acknowledges that, subject to Workflow Approval Requirements, levels of access or transaction limits that may be established by the Customer or ATB Financial from time to time, the User will not be able to complete the transaction or effect the change unless the applicable passcode is entered correctly. **4.3 Monitoring.** The Customer is responsible for instructing the Administrator and each User to comply with the security procedures set out in Sections 4.1 and 4.2 above. If at any time the Customer believes that the security of communications between the Customer and ATB Financial has been compromised or is in any way insecure, the Customer must immediately notify ATB Financial and assist as required by ATB Financial to investigate and correct communication security. **4.4 No Liability.** The Customer shall notify ATB Financial immediately if it suspects that any login ID, password, telephone number or device to which a confirmation code may be sent or other authentication methods (including authentication questions) has become known to or accessible to any unauthorized person. The Customer agrees that ATB Financial may block access to Services without notice in the event that ATB Financial believes that there has been a breach in security. ATB Financial will not be liable for any losses or damages that the Customer may suffer or incur in relation to the Services or from acting on Instructions received through ATB Online Business. ATB Financial shall have no liability for any unauthorized use of login IDs, passwords, or any other authentication methods (including authentication questions) before the Customer has notified ATB Financial of possible unauthorized use and ATB Financial has had a reasonable opportunity to act upon such notice. In no circumstances shall ATB Financial have any liability for any unauthorized use of the Customer's or any Authorized Contact's identifying information or passwords. In no circumstances is ATB Financial required to verify the identity of or to confirm if any authority has been granted to the provider of Instructions. **4.5 Computer Capability.** To have ATB Online Business access, the Customer must have Internet access using Internet browser programs that are compatible with ATB Financial's computer systems and which have at least 128 bit encryption. ATB Financial has the right, at any time, to enhance the security associated with the Services. The Customer understands that it may be required to update its browser, system or security procedures and agrees to do so as requested by ATB Financial in order to continue accessing or using ATB Online Business. **4.6 Applications.** If the Customer or any User downloads a software application (an "Application") to access any services, functionality, features, content or information offered by ATB Financial (including ATB Business Mobile), then: i) ATB Financial grants the Customer a non-exclusive and non-transferable license to the Application in object code only and solely for the purpose of accessing any services (including the Services), functionality, features, content and information that ATB Financial offers from time to time; ii) ATB Financial reserves all of the rights in and to each Application and the Customer obtains no ownership rights whatsoever other than this license to use the Application; iii) ATB Financial accepts no responsibility or liability whatsoever for the Customer's use of the Application and will not be responsible for any damage that the Customer may suffer from using or downloading the Application whether under this Agreement or otherwise; and iv) ATB Financial may cancel the terms and the license to the Application at any time on notice. If ATB Financial does that, then the Customer will immediately destroy or return all copies of the Application and any documentation in relation to it that is in its possession including the possession of its Users.

#### 5. BILL PAYMENTS

**5.1** If ATB Financial permits, the Customer may be entitled to utilize this Service to make online bill payments to payees designated by the Customer ("Payees"). The Customer authorizes ATB Financial to follow any payment Instructions for bill payments ("Bill Payment Instruction") received by the Customer through ATB Online Business. ATB Financial will, after receipt of a Bill Payment Instruction, debit the Customer's Account designated in the Bill Payment Instruction on the date scheduled by the Customer in the Bill Payment Instruction ("Date") and remit funds on the Customer's behalf to the Payee as close as reasonably possible to the Date designated. **5.2** The Customer authorizes ATB Financial to make bill payments to the Payee by any

means ATB Financial determines appropriate. **5.3** The Customer acknowledges that, as different bill payment companies have different payment requirements, it is the Customer's responsibility to know what the Customer's bill payment company's requirements are and to make bill payments accordingly. ATB Financial shall have no responsibility for: i) delays in crediting payments which are as a result of the Payee's procedures; ii) the Customer's failure to follow a Payee's payment requirements; or iii) the Customer's failure to schedule a Date to remit funds sufficiently in advance of the date a bill payment is due. Without limiting any other provisions in this Agreement, ATB Financial will incur no liability if the Service is unable to complete any bill payments initiated by way of ATB Online Business if the Customer's Account does not contain sufficient available funds to complete the payment or the payment would exceed the credit limit of the designated Account's overdraft. **5.4** ATB Financial will not be responsible under any circumstances for any late payment penalties, fees or interest imposed by the Customer's bill payment company.

## 6. STOPPAYMENTS

**6.1** If ATB Financial permits, the Customer may be entitled to use this Service to stop payments on any preauthorized debits or cheques (hereinafter collectively, an "**Item**") issued by the Customer. ATB Financial will use all reasonable efforts to stop payment on an Item provided that stop payment Instructions are received in sufficient time to permit ATB Financial a reasonable opportunity to return the Item in compliance with any applicable laws or clearing rules. **6.2 Verification.** The Customer acknowledges that any stop payment order is also conditional and subject to ATB Financial's verification that the Item has not already been paid or that some other action to pay the Item has not been undertaken by ATB Financial. **6.3 Sufficient Information.** ATB Financial shall only be required to stop payment on an Item if the Customer provides ATB Financial sufficient information in respect of the Item that it requests for payment to be stopped. If the Customer provides ATB Financial with an incorrect amount or any other incorrect information in respect of the Item, ATB Financial will not be responsible for failing to stop payment on the Item. Any stop payment requests provided to ATB Financial shall remain in effect for six (6) months from the date of the request. **6.4 Indemnity.** By directing ATB Financial to stop payment on any Item, without limiting any other provision of this Agreement, the Customer agrees to indemnify and hold ATB Financial harmless against any and all losses, claims, damages and costs ATB Financial may suffer or incur relating to ATB Financial's action in refusing payment of the Item including any claims of any joint owner, payee or endorsee or in failing to stop payment of an Item as a result of incorrect information provided by the Customer.

## 7. TRANSFERS BETWEEN ACCOUNTS

**7.1** If ATB Financial permits, the Customer may be entitled to use this Service to transfer funds between Accounts denominated in Canadian dollars. Any transfer of funds between Accounts will be immediately reflected in the Customer's available balances. **7.2 Cross Currency Transfer.** If ATB permits, the Customer may be entitled to use this Service to transfer funds from Accounts denominated in one currency to Accounts denominated in another currency ("**Cross Currency Transfer**"). Any Cross Currency Transfers will occur at the foreign exchange rate set by ATB Financial (in its sole discretion) at the time of such Cross Currency Transfer. By proceeding with a Cross Currency Transfer, the Customer confirms that it agrees to the exchange rate indicated by ATB Financial at that time. The Customer acknowledges that the rate quoted at any time for a Cross Currency Transfer is available for a limited time only and that ATB Financial cannot guarantee that the same rate will be available when the Customer approves the Cross Currency Transfer or for any further transfers or for the purchase or sale of currency (whether by way of cash, cheque or draft). The Customer also acknowledges that the exchange rate ATB Financial charges for buying one particular currency from the Customer may be different than what ATB Financial charges when selling that same currency to the Customer. As a result, the exchange rate ATB Financial charges the Customer to transfer funds back or to reverse any Cross Currency Transfer, even if on the same day, may be different. **7.3** The Customer authorizes ATB Financial to debit the necessary funds from its designated Account in order to complete the Customer's designated transfer Instructions. **7.4 Limitation of Liability.** Without limiting any other provision of this Agreement, ATB Financial will incur no liability if it does not complete a requested funds transfer, if the Customer's Account does not contain sufficient available funds to complete the transfer or the completion of the transfer would exceed the credit limit or the designated funding Account's overdraft, and ATB Financial shall not be under any duty or obligation to inquire into or otherwise consider the correctness or validity of any Instruction to transfer funds between Accounts regardless of whether all or a portion of such funds may constitute trust funds.

## 8. INTERAC E-TRANSFER

**8.1** Terms and conditions in this Article 8 apply only to the *Interac* e-Transfer Service and are in addition to all other terms and conditions in this Agreement. If there is a conflict between this Article 8 and the remaining terms of this Agreement, this Article 8 will prevail to the extent of the inconsistency. **8.2 Enrolment.** The Customer will deliver to ATB Financial a completed *Interac* e-Transfer (Send) Implementation Form pursuant to which the Customer will provide to ATB Financial the information that ATB Financial requires ("**Enrolment Information**") in order to be enrolled in the *Interac* e-Transfer Service. The Customer will advise ATB Financial of any change to the Enrolment Information through an updated *Interac* e-Transfer (Send) Implementation Form or through another means ATB Financial may accept. **8.3 Access Limits.** Access limits, including the amount of money that may be received via *Interac* e-Transfer, may be set by ATB Financial or by a third party. **8.4 Receiving *Interac* e-Transfer.** When an email (in form and content acceptable to ATB Financial, in its sole discretion) is sent to the Customer at an email address designated by the Administrator or any User on behalf of the Customer, then the Customer may initiate receipt of an *Interac* e-Transfer Transaction using the *Interac* e-Transfer Service. The email will indicate: i) the Sender of the *Interac* e-Transfer, disclosing the Sender's email address; ii) the *Interac* e-Transfer amount; iii) the name of the Customer as the Sender's intended recipient of its *Interac* e-Transfer Transaction; and iv) the Sender is using the *Interac* e-Transfer Service or another financial institution's electronic transfer services. **8.4.1 Notification.** The amount of the *Interac* e-Transfer Transaction sent by the Sender will be held until it receives notification that the Customer has correctly responded to the Sender's *Interac* e-Transfer Question, until the Sender cancels its *Interac* e-Transfer Transaction or its *Interac* e-Transfer Transaction expires. **8.4.2 Acceptance.** The Customer may accept the *Interac* e-Transfer Transaction sent to the Customer by the Sender through the *Interac* e-Transfer Service, for which fees may apply as outlined within the Pricing Arrangement. **8.4.3 *Interac* e-Transfer Question.** In order to accept the *Interac* e-Transfer Transaction sent to the Customer, the Customer must correctly answer the *Interac* e-Transfer Question posed to it by the Sender. The Customer will have thirty (30) calendar days within which to accept the *Interac* e-Transfer Transaction through the *Interac* e-Transfer Service (or such other time period as designated by the other financial institution or Service Provider), after which time period, the *Interac* e-Transfer Transaction will expire. However, if the Customer has requested the *Interac* e-Transfer Transaction through the Request Money Service or is subscribed to the Autodeposit Service (both of which are more fully explained below in sections 8.6 and 8.7 respectively), the Customer will not be required to answer an *Interac* e-Transfer Question and the funds will automatically be deposited in to the Customer's Designated Account. **8.5. Sending *Interac* E-transfer.** When the Customer uses the *Interac* e-Transfer Service, the Customer is responsible for: i) providing a correct and operational email address, mobile number or other permitted contact information for the intended Recipient; ii) ensuring that the Recipient has consented to the Customer providing and

ATB Financial using the contact information of the Recipient for the purposes of sending funds via *Interac* e-Transfer to the Recipient; and iii) notifying ATB Financial promptly of any change to the contact information of the Recipient. **8.5.1.** When the Customer initiates sending an *Interac* e-Transfer Transaction, ATB Financial will withdraw the applicable amount from the Customer's Account and send an email notice to the Recipient at the email address that the Customer designates. The email notice will indicate: i) that the Customer is the Sender and disclose the Customer's email address; ii) the *Interac* e-Transfer amount; iii) the name of the Recipient; and iv) that the Customer is using the *Interac* e-Transfer Service. **8.5.2.** The Customer must provide an *Interac* e-Transfer Question to authenticate the Recipient, who must correctly answer the *Interac* e-Transfer Question in order to claim the funds. The Customer agrees to create an effective *Interac* e-Transfer Question that is known only to the Customer and the Recipient, and not to use email, text message or the optional message field that may accompany the *Interac* e-Transfer Transaction to send the Recipient the answer to the *Interac* e-Transfer Question. However, if the Recipient has requested the *Interac* e-Transfer through the Request Money Service or registered a Designated Account for the Autodeposit Service (both of which are more fully explain below in sections 8.6 and 8.7 respectively), the Recipient will not be required to answer an *Interac* e-Transfer Question and the funds will automatically be deposited in to the Recipient's Designated Account. **8.5.3.** Where an *Interac* e-Transfer Question is used to authenticate the Recipient, the amount withdrawn for the *Interac* e-Transfer Transaction will be held until ATB Financial receives notification that: i) the Recipient has correctly answered the *Interac* e-Transfer Question, ii) the Customer cancels and reclaims the *Interac* e-Transfer funds; or iii) the *Interac* e-Transfer Transaction expires. **8.5.4 Acceptance.** The Recipient of the funds via *Interac* e-Transfer may claim the *Interac* e-Transfer Transaction through ATB Online Business, the online banking service of another Canadian financial institution or through the ACXSYS Corporation ("**ACXSYS**") payment service. There may be a fee charged by the other financial institution or by ACXSYS. In order to claim the funds via *Interac* e-Transfer, the Recipient must correctly answer the *Interac* e-Transfer Question posed to it (if applicable). The Recipient will have thirty (30) calendar days to claim the *Interac* e-Transfer Transaction (or such other time period as designated by the other financial institution or ACXSYS), after which, the *Interac* e-Transfer Transaction will expire. The Sender may cancel an *Interac* e-Transfer Transaction up to the time the *Interac* e-Transfer Transaction is claimed. The Recipient may not claim the funds via *Interac* e-Transfer once the Sender cancels the *Interac* e-Transfer Transaction, even if they have already received the email notification. **8.5.5.** If the *Interac* e-Transfer Transaction the Customer sends is cancelled or has expired, then the *Interac* e-Transfer amount will be returned and deposited into the Customer's Account or any other account the Customer has with ATB Financial. If the *Interac* e-Transfer Transaction is claimed by the Recipient through ACXSYS but insufficient information is provided by the Recipient to ACXSYS in order to pay the amount to the Recipient, then ACXSYS may forward the amount to ATB Financial by cheque. ATB Financial will return the *Interac* e-Transfer Transaction amount to the Customer's Account (or any other account the Customer has with ATB Financial) less any fee that ACXSYS may charge ATB Financial. **8.5.6.** The Customer agrees that ATB Financial, any other Participating Financial Institution and ACXSYS may accept and act upon any instructions provided through *Interac* e-Transfer, whether or not such individual is the intended Recipient. **8.5.7.** Access limits, including the amount of money that may be sent or received via *Interac* e-Transfer, may be set by ATB Financial or by a third party. **8.6 Request Money Service.** The Request Money Service is only available if the financial institution of both the Sender and Recipient are Participating Financial Institutions. **8.6.1** If the Customer uses the Request Money Service, the Customer is responsible for: i) providing a correct and operational email address, mobile number or other permitted contact information for the Sender; ii) ensuring that the Sender has consented to the Customer providing and ATB Financial using such contact information for the purposes of the Request Money; and iii) promptly notifying ATB Financial of any change to any permitted contact information of the Sender. **8.6.2** When the Customer initiates a Request Money, ATB Financial will send an email, text message or other notice to the intended Sender at the email address, mobile number or other permitted contact information that the Customer designates. The notice will indicate: i) that the Customer is the Recipient and disclose the Customer's email address; ii) the amount of the Request Money; iii) the name of the Sender; and iv) that the Customer is using the Request Money Service. **8.6.3** The Sender may accept, decline or block the Request Money through ATB Online Business, the online banking service of another Canadian financial institution or through ACXSYS. There may be a fee charged by the other financial institution or by ACXSYS. **8.6.4** The Sender will have up to ninety (90) calendar days within which to accept, decline or block the Request Money (or such other time period as designated by ATB Financial), after which, the Request Money will expire. The Recipient may cancel a Request Money up to the time the Request Money is accepted, declined or blocked. The Sender may not send the funds via *Interac* e-Transfer once the Recipient cancels the Request Money, even if they have already received the notification. **8.6.5** If the Sender accepts the Request Money, the *Interac* e-Transfer amount will be automatically deposited into the Recipient's Designated Account. The Sender cannot cancel the *Interac* e-Transfer Transaction once they have accepted the Request Money and sent the funds. **8.6.6** In the case that a Sender blocks the Request Money, they have the option to block all future Request Money transactions from the Recipient and / or change their preference to block receiving any future Request Money notifications. **8.6.7** If the Customer has blocked Request Money notifications and would like to make changes to their preferences, the Customer may do so through the *Interac* e-Transfer Service or ATB Online Business, as applicable. **8.6.8** Access limits, including the amount of money that may be sent or received via Request Money and the number of Request Money transactions that may be outstanding at any point in time, may be set by ATB Financial or by a third party. **8.7 Autodeposit Service.** The Autodeposit Service is only available if the financial institution of both the Sender and Recipient are Participating Financial Institutions. **8.7.1** If the Customer subscribes to the Autodeposit Service, the Customer is responsible for: i) registering the Customer's correct and operational email address, mobile number or other permitted contact information; ii) selecting a Designated Account for each registered email address; and iii) promptly notifying ATB Financial of any change to the Customer's contact information. **8.7.2** Once registered, all funds received via *Interac* e-Transfer will be automatically deposited into the Customer's Designated Account. **8.7.3** When funds are sent via *Interac* e-Transfer to a Recipient who has registered a Designated Account, the Sender cannot cancel the *Interac* e-Transfer Transaction. **8.7.4** Registration guidelines, including the number of email addresses that may be registered and which Account is eligible to be selected as a Designated Account, may be set by ATB Financial or by a third party. **8.8 Miscellaneous.** The Customer agrees that, when the Customer sends an *Interac* e-Transfer through the *Interac* e-Transfer Service, the Customer is responsible to provide ATB Financial with a correct operational email address or SMS text messaging information, as applicable, for the intended third party recipient of the Customer's *Interac* e-Transfer, and the Customer further agrees to promptly update that information as appropriate. **8.8.1 Status.** The Customer agrees that the Customer is responsible to check on the status of any *Interac* e-Transfer that the Customer sends using the *Interac* e-Transfer Service. **8.8.2 Limits.** ATB Financial may set one or more limits, in its sole discretion, and such limits are subject to change without notice. Such limits may include: i) the number of *Interac* e-Transfers that can be made in one day; and ii) the maximum amount for each *Interac* e-Transfer or in total per day. **8.8.3 Fees.** The Customer agrees to pay ATB Financial's fees for the *Interac* e-Transfer Service in accordance with the Pricing Arrangement established by ATB Financial from time-to-time and in accordance with the provisions of the Agreement.

## 9. ALERTS

**9.1** If ATB Financial permits, Authorized Contacts may be entitled to sign-up to receive voluntary alerts from ATB Financial dealing with the Customer's Accounts ("**Alerts**"). These Alerts will be sent to the e-mail address provided by such Authorized Contact for the Services. If the Authorized Contact's e-

mail address changes, such Authorized Contact is responsible for informing ATB Financial of that change. The Alert service will allow the Authorized Contact to choose which alert messages he / she receives in respect of the Accounts of the Customer. **9.2 Preventing Access.** The Customer acknowledges that Alerts may contain information about the Customer's Account(s). Accordingly, anyone with access to the Authorized Contact's e-mail may be able to view the contents of the Alerts. It is the responsibility of the Customer to take appropriate steps to prevent access to this information by unauthorized persons. In the event that an Authorized Contact's access is temporarily disabled, such Authorized Contact will continue to receive Alerts until their delegation authority is deleted in accordance with the terms of this Agreement. **9.3 Delivery and Accuracy.** While ATB Financial endeavors to provide Alerts in a timely manner and with accurate information, ATB Financial provides no guarantee as to the delivery or accuracy of the contents of the Alerts, and the Customer agrees that ATB Financial will not be liable for any errors in the content of any Alert or for any actions taken or not taken by the Customer or any third party in reliance of an Alert.

## 10. INFORMATION REPORTING

**10.1** At the end of every statement cycle for any Account that is accessible through ATB Online Business, ATB Financial will post on ATB Online Business an electronic version of the Account statement ("**E-Statement**"). **10.2 Statements by Mail.** If ATB Financial permits, the Customer may elect not to receive Account statements by mail. If such is the case and notwithstanding anything contrary contained in any Account Agreement, the Customer agrees that: i) ATB Financial will no longer be required to mail paper Account statements to the Customer; ii) receipt of the E-Statement by the Customer will be deemed to have occurred when it is first posted on ATB Online Business; iii) the Customer will regularly and at least once per month retrieve the E-Statement as ATB Financial will not send notification to the Customer that such statement has been posted on ATB Online Business; and iv) the Customer will examine the E-Statement, upon which, the Customer will have thirty (30) calendar days to notify ATB Financial in writing of any discrepancies, irregularities, errors, omissions or objections with regards to any transaction posted or information contained in the E-Statement. If the Customer does not notify ATB Financial as required, the balance and transaction information posted on the E-Statement will (except as to any alleged errors so notified) be deemed to be conclusively correct, complete and authentic, and will be binding on the Customer.

## 11. REMOTE CHEQUE DEPOSIT SERVICE

**11.1** Terms and conditions in this Article 11 apply only to the Remote Cheque Deposit Service and are in addition to all other terms and conditions in this Agreement. If there is a conflict between this Article 11 and the remaining terms of this Agreement, this Article 11 will prevail to the extent of the inconsistency in respect of the Remote Cheque Deposit Service. **11.2 Depositing.** Remote Cheque Deposit allows the Customer to make deposits to Accounts by taking a picture of the front and back of eligible Deposit Items ("**Images**") with an eligible Device and delivering the Images and associated deposit information to ATB Financial. The Customer agrees to follow procedures and instructions for use of Remote Cheque Deposit that ATB Financial may establish from time to time. **11.3 Appointment.** ATB Financial appoints the Customer as agent to act on ATB Financial's behalf in the creation and submission of Images to ATB Financial. The Customer accepts this appointment. **11.4 Deposit Items.** The Customer may image and deposit through Remote Cheque Deposit any of the following original paper items issued by a Canadian financial institution, the Government of Canada or the Government of Alberta and payable in Canadian currency: i) cheques (including certified cheques); ii) Mastercard cheques and credit card balance transfer cheques; iii) travellers cheques; iv) money orders (including Canada Post money orders); v) bank drafts; vi) non-MICR (magnetic ink character recognition) ink cheques; or vii) any other item that ATB Financial chooses to make eligible for Remote Cheque Deposit from time to time (each a "**Deposit Item**"). **11.5** When the Customer uses Remote Cheque Deposit, the Customer agrees that the Customer: i) will deposit: a) eligible Deposit Items; b) Deposit Items into an eligible Canadian dollar Account; and c) Deposit Items payable to the Customer; ii) will not deposit Deposit Items: a) which have already been deposited (whether through Remote Cheque Deposit, a remote deposit capture service offered at any other financial institution or any other means) or cashed; b) which have been altered on the front or which the Customer knows or suspects or should know or suspect are fraudulent; c) which are post dated or dated more than six (6) months prior to the date of deposit; d) on which a stop payment order has been issued or for which there are insufficient funds; or e) payable in foreign currency; iii) if the Customer is depositing the Deposit Item to a joint account, the Customer may deposit the Deposit Item if the Deposit Item is made payable to the Customer and / or the joint account holder in accordance with the Account. ATB Financial will not accept a Deposit Item that is payable to someone else and endorsed over to the Customer; iv) each Image must be an image of the front and back of the original Deposit Item and not an image of a photocopy, PDF or other printout of the Deposit Item; v) any information the Customer provides to ATB Financial about the Deposit Item is accurate and true and will match the information contained in the Images; vi) the Customer will not re-deposit or re-present the Deposit Item after it has been deposited through Remote Cheque Deposit; vii) the Customer will take all necessary precautions to prevent any other person from using Remote Cheque Deposit to deposit Deposit Items to the Account; and viii) the Customer will comply with this Article 11 and all applicable rules, laws and regulations. **11.6** Immediately after the Customer deposits a Deposit Item through Remote Cheque Deposit, the Customer agrees to mark the front of the Deposit Item as 'paid' or 'void' or otherwise indicate that the Deposit Item has been imaged and deposited. **11.7** The Customer agrees to keep the Deposit Item in a safe and secure place for five (5) Business Days following the date of deposit and will promptly send the Deposit Item to ATB Financial upon ATB Financial's request. Upon the expiry of the five (5) Business Days, the Customer agrees to promptly destroy the Deposit Item. **11.8** At ATB Financial's discretion, ATB Financial reserves the right to reject any Deposit Item deposited through Remote Cheque Deposit. A Deposit Item may be returned to ATB Financial by the paying financial institution because, among other reasons, the paying financial institution determines that the Deposit Item cannot be processed, is illegible or is otherwise unacceptable. ATB Financial is not responsible for Deposit Items ATB Financial does not receive or for Images that are corrupted or not fully received. ATB Financial may charge back to the Account at any time any Deposit Item that ATB Financial subsequently determines was not eligible for deposit. If the deposit amount does not match the amount of the Image, ATB Financial may adjust the Account to reflect the amount on the Image received. The Customer agrees that ATB Financial is not liable for any loss, costs or fees the Customer may incur as a result of ATB Financial's chargeback or adjustment. The Customer is responsible for any and all costs associated with obtaining a replacement negotiable Deposit Item in the event that ATB Financial requests the Customer re-submit an Image and the original Deposit Item was destroyed or otherwise lost. If the Customer does not comply with such request made pursuant to this Article 11, then ATB Financial may place a hold on or reverse any credit made to the Account in relation to the Deposit Item even if this creates an overdraft on the Account. **11.9** The Customer may access Remote Cheque Deposit seven (7) days a week. If ATB Financial receives the Image by 8:00 p.m. Mountain Time, ATB Financial will consider that day to be the deposit date ("**Deposit Date**"). If ATB Financial receives the Image after 8:00 p.m. Mountain Time, ATB Financial will consider the next Business Day to be the Deposit Date. **11.10** When the Customer makes a deposit through Remote Cheque Deposit, the funds will be credited to the Account on the Deposit Date but availability and access to the funds will be subject to ATB Financial's hold policy and the Customer's access to funds limit. **11.11** ATB Financial may establish limits on the dollar amount of Deposit Items and / or number of Deposit Items which may be deposited through

Remote Cheque Deposit. If the Customer attempts to make a deposit in excess of these limits, ATB Financial may reject the Customer's deposit. If at any time ATB Financial permits the Customer to make a deposit in excess of these limits, ATB Financial will not be obligated to allow such a deposit at other times. **11.12** While there is no fee for the provision of Remote Cheque Deposit, regular Account transaction fees may apply in accordance with this Agreement or Other Agreements. ATB Financial may charge a fee for the provision of Remote Cheque Deposit if ATB Financial provides the Customer with advance notice required in accordance with applicable laws. If the Customer continues to use Remote Cheque Deposit after the fee becomes effective, the Customer agrees to pay the fee that has been disclosed as this fee may change from time to time. **11.13** The manner in which the Deposit Items are cleared, presented for payment and collected shall be at ATB Financial's sole discretion. **11.14** By using Remote Cheque Deposit, the Customer accepts the risk that a Deposit Item may be intercepted or misdirected during transmission. ATB Financial bears no liability to the Customer or others for any such intercepted or misdirected Deposit Item or information disclosed through such errors. **11.15** The Image transmitted to ATB Financial using Remote Cheque Deposit must be legible and clear as determined in ATB Financial's sole discretion. The image quality of Deposit Items must also comply with the requirements established from time to time by ATB Financial, *Payments Canada* or any other regulatory agency or association. The Customer agrees that ATB Financial shall not be liable for any damages resulting from a Deposit Item's poor image quality including those related to rejection of or the delayed or improper crediting of such a Deposit Item or from any inaccurate information the Customer supplies regarding the Deposit Item. **11.16** The Customer agrees to cooperate with ATB Financial in the investigation of Images (such as poor quality Images and unusual transactions) by providing to ATB Financial, upon request, originals or copies of Deposit Items deposited through Remote Cheque Deposit in the Customer's possession and any records the Customer may have related to such Deposit Items or Images. **11.17** The Customer is solely responsible for: i) acquiring any hardware, Device, wireless or Internet access required for the Customer to use Remote Cheque Deposit; and ii) any fees or other charges imposed by the Device provider, wireless carrier or Internet service provider. It is the Customer's responsibility to determine if the Device provider, wireless carrier or Internet service provider supports Remote Cheque Deposit or if the Device is capable of accessing the Internet. **11.18** The Customer is responsible for all deposits completed through Remote Cheque Deposit on the Device. The Customer must notify ATB Financial immediately in the event that the Customer believes a Device has been compromised or if a Device is lost or stolen. When the Customer notifies ATB Financial, ATB Financial will restrict access to Remote Cheque Deposit. **11.19** ATB Financial may terminate the Customer's access to Remote Cheque Deposit at any time and for any reason including if the Customer breaches any term of this Agreement, if the Customer uses Remote Cheque Deposit for any unauthorized or illegal purposes or the Customer uses Remote Cheque Deposit in a manner inconsistent with any procedures or instructions ATB Financial establishes from time to time, in which case, this Agreement will continue to apply in respect of the Customer's past access. **11.20** Except as provided in Article 19 or as required by applicable law, ATB Financial will not be liable to the Customer for any losses arising from Remote Cheque Deposit including: i) delay in processing a deposit; ii) requiring the Customer to obtain another negotiable Deposit Item; or iii) the Customer's use or inability to use Remote Cheque Deposit.

## **GENERAL**

### **12. STORAGE OF INFORMATION**

**12.1** ATB Financial will collect, use and disclose personal information (as defined in the applicable personal protection legislation) in accordance with ATB Financial's Privacy Policy, a copy of which can be obtained at [www.atb.com](http://www.atb.com) or at any ATB Financial branch. ATB Financial may contract with third parties or agents and Service Providers to collect, use, store, transfer or process personal information on ATB Financial's behalf in connection with any services described in any of the agreements between ATB Financial and the Customer in relation to the Accounts. For certain 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 Financial may, in its sole and unfettered discretion, delegate any duties or rights under this 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. **12.2** The Customer understands that some of these third parties or agents may be located outside of Alberta or Canada, and Customer information (including personal information) may be transferred or processed outside of Alberta or Canada for these purposes. Personal information held with a third party or agent in another province or country is subject to the laws of that jurisdiction and may be collected, used or disclosed without Customer knowledge or consent where required or permitted by law.

### **13. ADMINISTRATOR**

**13.1 The Administrator.** The individual(s) designated in this Agreement shall serve as the Customer's Administrator. Multiple Administrators may be appointed at any given time. The Customer may add additional or change the current Administrator by completing the appropriate change request as required by ATB Financial. By designating an individual as an Administrator, the Customer understands that it is authorizing that individual to use the ATB Online Business platform and all available Services including, without limitation, in respect of any funds of the Customer which are trust funds. This means that the Administrator will have full access to all Account information in respect of the Customer available through ATB Online Business and all available Services and will be entitled to carry out and approve Instructions through ATB Online Business in respect of the Services on behalf of the Customer. Without limiting the generality of the foregoing, the Administrator is authorized by the Customer to: i) have full use of and access to ATB Online Business and all subscribed Services; ii) have full access to review ATB Financial Mastercard transactions and statements issued in the name of the Customer; iii) access to balances, interest rates, fees, payments, and all other information relating to loans by ATB Financial to the Customer; iv) access all of the Customer's Accounts and obtain and review all relevant Account information; and v) have full power and ability to delegate, appoint and remove Users (as outlined in Section 3.4 above). **13.2** 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 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.

### **14. AGENT AUTHORIZATION**

**14.1** The Customer and each Account Holder confirms with ATB Financial that it grants each appointed Agent access to all of its ATB Financial accounts in connection with the use by the Agent of the Services for the benefit of the Account Holder. Any Account or Services for which an Account Holder does

not wish to authorize the Agent may be listed in the Agent Authorization or by alternate means determined acceptable to ATB Financial in its sole discretion. **14.2** The Customer and each Account Holder represents and agrees with ATB Financial that: i) it has received a copy of the applicable Agreement from the Agent and has reviewed it including the applicable implementation forms delivered by the Agent thereunder; ii) no third party has any beneficial or legal interest, direct or indirect, in any of the Accounts or the funds deposited therein (except with respect to creditors of an Account Holder holding a security interest in the ordinary course of business); and iii) it has the full right, power and authority to enter into this Agent Authorization and to authorize the release of confidential information and reports concerning the Accounts to the Agent and this Agent Authorization has been authorized by all necessary or other organizational actions of each Account Holder and is a legal, valid and binding obligation of each Account Holder enforceable against the Account Holder in accordance with its 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. **14.3** By granting the Agent access to the Accounts, the Agent will have full access to all funds from time to time on deposit in the Accounts and, without limiting the generality of the foregoing, will have the ability to, among other things, undertake transactions in respect of each of the Accounts to which it has been granted access as outlined above. These transactions may include, depending on the applicable Services, the Agent initiating transfers from the Accounts, withdrawing amounts from the Accounts and / or ATB Financial sharing balance and other transaction information in respect of the Accounts with the Agent. In that regard, ATB Financial is hereby authorized and directed to act upon the instructions of the Agent in respect of the Accounts. The Customer and each Account Holder understands that it shall be responsible to ATB Financial for all debts, liabilities and obligations arising out of transactions made by the Agent in respect of the Accounts as a result of granting the Agent access to the Accounts as provided in this Agent Authorization. **14.4** ATB Financial is authorized to take such steps and do all other things ATB Financial is authorized to under this Agreement, in each case, as instructed from time to time by the Agent. **14.5** The Customer and any Account Holder may remove any Accounts from the Services by providing ATB Financial with written notice, and ATB Financial shall implement such removal as soon as reasonably possible. **14.6** The Customer and any Account Holder may terminate the Agent Authorization with prior notice to ATB Financial, and such termination shall take effect when such notice is processed by ATB Financial, acting reasonably. **14.7** ATB Financial may, from time to time, make any changes it deems necessary to the Services (or add new Cash Management Services) and, upon prior written notice to the Agent and the applicable Account Holder (in accordance with the notice provisions outlined in the Agreement), such altered or new Services shall become subject to this Agent Authorization. **14.8** The Customer and each Account Holder agrees to indemnify ATB Financial, its representatives and employees, 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 its own client, full indemnity basis), expenses and liabilities, directly or indirectly incurred by or against any of them, which, directly or indirectly, without limitation, are the result of the Customer or any Account Holder granting this Agent Authorization and any resulting actions taken thereunder.

## 15. STATEMENTS

**15.1** 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 defense the Customer may have as to their admissibility.

## 16. INSTRUCTIONS

**16.1 ATB Online Business.** To the extent permitted by ATB Financial, Authorized Contacts (to the extent that they have been given such authority by the Administrator) may conduct transactions and send Instructions regarding the Services by secure messages or by following the applicable prompts and inputting the required information on ATB Online Business. All transactions or Instructions provided by any Authorized Contacts must, at all times, be in accordance with the terms set out in Agreement or in any applicable Service Schedule. **16.2 Telephone Assistance.** 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. **16.3 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. **16.4 Sufficient Time for Instructions.** The Customer will ensure that all Instructions electronically given through the Services to ATB Financial by the Customer are received in sufficient time to permit ATB Financial a reasonable opportunity to deal with them or as otherwise specified by ATB Financial. Without limiting the generality of the foregoing, ATB Financial is required to comply with payment system rules and regulations on clearing (including *Payments Canada* Rules), third party agreements and other matters that may prevent ATB Financial from complying with the Customer's Instructions for payments or fund transfers if Instructions are not received within time frames required by such rules, regulations and agreements. **16.5 Reliance on Instructions.** ATB Financial may rely on any Instructions regarding the Services or other Instruction input from or which purport to be given by: (i) Authorized Contacts received through ATB Online Business; or, (ii) Authorized Contacts or Signing Officers received in compliance with the applicable Service Schedule or with this Agreement. In all circumstances, ATB Financial may treat any such Instruction as fully authorized by the Customer in writing regardless of actual identity or authorization of the sender or any errors, mistakes or discrepancies between account names or numbers and such Instructions shall be binding upon the Customer. It is the Customer's responsibility to ensure that all information and Instructions provided to ATB Financial are accurate and complete. Unless otherwise agreed to in writing, ATB Financial has no obligation to verify any information provided by the Customer and ATB Financial shall be under no duty or obligation to inquire into or otherwise consider the correctness or validity of any Instruction. ATB Financial will not be liable for any losses or damages that the Customer may suffer or incur in relation to the Services from acting on Instructions sent through ATB Online Business when ATB Financial acted in good faith believing such person to be the Customer, an Authorized Contact or a Signing

Officer. ATB Financial will act on all acceptable Instructions sent through ATB Online Business or telephone as soon as it is reasonably practical to do so. The Customer must confirm that ATB Financial has received the Instructions as ATB Financial is under no obligation to confirm receipt. **16.6 Refusal to Act on Instructions.** ATB Financial may, in its sole discretion, decline to act on any Instructions, either in whole or in part, when: i) such Instruction is unclear or suspicious; ii) such Instruction is provided with unsatisfactory verification of identity; iii) such Instruction is not in accordance with the terms of this Agreement or any other agreements dealing with the operation of the Accounts or Services; iv) ATB Financial has reason to believe that such Instruction may not be authorized by the Customer, its Authorized Contacts or a Signing Officer (as applicable); v) such Instruction would violate any applicable law, rule or ATB Financial's internal policies and procedures; vi) monies in any Account are subject to a hold; or vii) the Customer does not have enough available funds in any Account (or available overdraft protection) or credit to cover the Instruction, in which case, ATB Financial will not be liable for any delay, failure or refusal to act in any of the above-noted circumstances.

## 17. CHANGES TO AGREEMENT OR SERVICES AND NOTICES

**17.1 Changes to Agreement.** Other than as required by law, ATB Financial may change this Agreement (or any other Service Schedule) 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 ATB Online 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. **17.2 Modification of Services.** ATB Financial may add, discontinue or modify any part or feature of the Services or ATB Online Business at any time in its sole discretion. ATB Financial may, but is not obligated unless required by applicable law, notify the Customer of such change. **17.3 Termination of Agreement.** This Agreement may be terminated at any time by either party by giving thirty (30) calendar days' notice, unless the parties are exercising their rights to terminate their Account Agreement (and close accounts) as outlined in the Account Agreement, in which case, the termination provisions outlined therein shall prevail. ATB Financial will not be liable for any Damages (as defined herein) or inconvenience that results from the withdrawal of the Customer's access to ATB Online Business. **17.4 Termination Without Notice.** Notwithstanding Section 17.3, ATB Financial may, immediately, terminate this Agreement without notice if the Customer: i) becomes insolvent or bankrupt; or a petition in bankruptcy is filed; or any (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 Agreement 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 Agreement, any Service Schedule or any other agreement between ATB Financial and the Customer; ix) if any representation, warranty or agreement made by the Customer in any agreement with ATB Financial 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 agreement with ATB Financial in relation to the Accounts or Service 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 (i to x above are hereinafter collectively, a "Termination Event"). **17.5** Upon or during a Termination Event, ATB Financial may, in its sole option, immediately terminate any or all of this Agreement without notice of further action. ATB Financial may, if it so chooses, continue to provide the Customer with any one or more Services or with access to ATB Online Business but, subject to applicable law, ATB Financial shall have the option of revising any fees or charges due 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. **17.6** Upon a 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 in connection with its use of ATB Online Business or the Services. **17.7 Acceleration.** Upon any termination hereunder (whether pursuant to a Termination Event or otherwise), all debt of the Customer to ATB Financial arising from this 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. **17.8** Any notice that is required to be given by ATB Financial under this Agreement may be given to the Customer by: (i) a secure message posted on ATB Online Business; (ii) a message posted on any ATB Financial website; (iii) sent to the Customer's mailing address or facsimile last shown on ATB Financial's records; or (iv) delivered in person to the Customer's place of business last shown on ATB Financial's records. **17.9** Any notice required to be given by the Customer under this Agreement may be given to ATB Financial by the Customer provided it is in writing and conforms to 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. **17.10** 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 (3<sup>rd</sup>) 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 (1<sup>st</sup>) Business Day following the date of transmission. **17.11 Provisions Survive.** Sections 3.7, 4.4, 5.4, 6.4, 8.4, 9.3, 16.4 and Articles 17, 18, 19 and 21 shall survive the expiration or termination of this Agreement.

## 18. FEES AND CHARGES

**18.1 Pricing Arrangements.** Fees and charges for the Services will be in one or more Pricing Arrangements forming part of this Agreement or (if applicable) part of the Service Schedules in relation to Cash Management Services. 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 may amend the Pricing Schedule or other fees and charges payable for the Services at any time in its sole discretion. ATB Financial will provide notice of such pricing or fee change(s) to the Customer by posting such change(s) or amendment(s) on ATB Financial's website, by secure message on ATB Online 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. **18.2 Fees.** The Customer agrees to pay to ATB Financial when due and as may be set out in any Pricing Arrangement, fee

schedule, Service Schedule, ATB Financial Agreements or other documents all amounts payable to ATB Financial in connection with ATB Online Business and the Services including all fees, charges, interest and applicable tax. **18.3 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. **18.4 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 any Account of the Customer for any amounts due and owing by the Customer to ATB Financial including any fee or other amount payable or owing under this Agreement or owing in connection with any of the Services and including any amounts that may be owing as a result of termination of this Agreement or any Service Schedule. **18.5 Interest on Overdue Amounts.** The Customer will be liable to ATB Financial for all amounts due and owing and / or debited under this Agreement or in connection with any of the Services and agrees that it will pay on demand any overdraft created from time to time in any Account of the Customer 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. **18.6 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 this Agreement or any Service Schedule. **18.7 Insufficient Funds.** Notwithstanding anything contained in this 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.

## **19. LIMITATION OF LIABILITY & INDEMNITY**

**19.1 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 of 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 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 or from any item disclosed or omitted to be disclosed on any E-statement received through ATB Online Business. 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 funds in any Account may be subject. **19.2** 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, ATB Online Business 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 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; vi) mistakes, errors or omissions made by the Customer or its Authorized Contacts in relation to their use of ATB Online Business or any of the Services or for the fraudulent or unauthorized use of ATB Online Business or the Services; and vii) the circumstances outlined in this Agreement which ATB Financial has indicated it will not be liable or responsible for or that the Customer is responsible for including, without limitation, those set out in this Agreement in Sections 3.5, 3.6, 3.7, 5.4, 6.3, 6.4, 8.4, 9.3, 16.4, 16.5, 17.3, 18.4, 19.1, 19.2 and 21.11. **19.3 Indemnity.** The Customer will indemnify ATB Financial and its officers, directors, employees, representatives, agents, Service Providers and any third party against all claims, proceedings, Damages, costs (including legal fees and disbursements on a solicitor and its own client, full indemnity 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) the Customer's use of ATB Online Business and the Services; ii) the Customer's (or any Authorized Contact's) breach of the terms and conditions of this Agreement; iii) ATB Financial acting or decided to act upon any Instruction or information given to ATB Financial in accordance with this Agreement; iv) any Termination Event (as defined in Section 17.4 above); v) 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 or other legal obligation to which the Customer, its Instructing Officers, Authorized Contacts or its other representatives are subject; (vi) 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; (vii) 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; (viii) 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 (ix) 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 Agreement, any of the Service Schedules or any other ATB Financial agreement. **19.4 Instructions and Information.** 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 of incompleteness or fraudulent alteration of any Instructions or information furnished to ATB Financial by the Customer, its officers, employees or agents.

## 20. REPRESENTATIONS

**20.1 No Representations or Warranties.** Except as expressly provided in this Agreement or in the Service Schedule, ATB Financial makes no representations or warranties, either express or implied, of any kind with respect to any ATB Online Business or Services or ATB Financial's performance under this 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 director, officer or employee of ATB Financial) is bound to see the execution of any trust, whether express, implied or constructive, to which the Customer or the funds of the Customer may be subject. **20.2 Representations and Warranties by Customer.** The Customer hereby represents and warrants that: (i) this 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 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 Agreement; (iii) all information provided by the Customer to ATB Financial in connection with the Services whether under this 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 Agreement and is further authorized and able to perform the obligations and transactions described in this Agreement, any Service Schedule and in any other ATB Financial Agreement; and (viii) execution of this Agreement and performance of the Customer's obligations under this 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. **20.3 Binding Obligation of the Customer.** This 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. **20.4 Compliance With Laws and Regulations.** The Customer and ATB Financial will conduct their activities under this 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 *Payments Canada*, anti-money laundering legislation and privacy legislation (both provincial and federal).

## 21. OTHER

**21.1 Records.** The records of ATB Financial as to each use of Services and the transactions made on the Accounts of the undersigned shall be considered correct unless established to the contrary in accordance with the time limits for such corrections as outlined in other agreements between ATB Financial and the Customer in respect of the Customer's Accounts. All documentation, records and information relating to the Services will be maintained and stored by ATB Financial in such form and manner as it determines in its sole discretion, and ATB Financial is not responsible for retaining originals of any documents or instruments. **21.2 Prohibited Use and Compliance with Laws.** The Customer agrees that it will, at all times, comply with any applicable laws or clearing rules in respect of ATB Online Business or any Services. The Customer further agrees that it will not, at any time, use ATB Online Business or any of the Services for any illegal, fraudulent, or defamatory activity or purpose and that it will not take any actions or fail to take appropriate actions that could reasonably or will undermine the security or integrity of the ATB Online Business platform or any Service. **21.3 Trust Accounts.** The undersigned will advise ATB Financial in writing of each Account that is a trust account. Unless ATB Financial has been advised of any Account that is a trust account, the Customer acknowledges that it will not, directly or indirectly, use ATB Online Business to transfer funds between a trust account and non trust account. **21.4 Limits.** ATB Financial may set one or more limits in its sole discretion and such limits are subject to change without notice. Such limits may include: i) the amount that may be transferred between accounts; ii) the number of bill payments that can be made in one day; iii) the maximum amount for each bill payment; iv) the number of *Interac* e-Transfers that can be made in one day; or v) the maximum amount for each *Interac* e-Transfer or in total per day. **21.5 Not a Substitute for Other Agreements.** This Agreement is in addition to and not in substitution for any other agreement between ATB Financial and the Customer with respect to the operation of any Account(s) of the Customer and with respect to the Services. **21.6 Third Party Services.** The provision of certain Services is dependent on ATB Financial's ability to provide access to third party networks, systems or services. ATB Financial may, in its own and absolute discretion, engage or change such Service Providers used to facilitate any part of a Service including, but not limited to, payment or clearing services, correspondents and electronic data processing service bureaus. When such Service Providers are engaged by ATB Financial, ATB Financial may disclose to such provider, subject to appropriate confidentiality arrangements as determined by ATB Financial, any information it holds about the Customer as is necessary to provide the Services. **21.7 Varying Availability.** Not all services and features may be accessible or available for all Accounts, Services or ATB Online Business at any given time. **21.8 Intellectual Property.** This Agreement does not confer upon the Customer or any of the Customer's Authorized Contacts or Signing Officers the right to use works, logos and trademarks contained on ATB Online Business or any Service. Unless otherwise indicated, all trademarks, logos, texts or images are the property of ATB Financial or their respective licensor. **21.9 Governing Law.** This Agreement 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. **21.10 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 Agreement or any Service Schedule if such delay or non-performance is directly or indirectly caused by an event or 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. **21.11 Severability.** If any portion of this 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. **21.12 Headings.** Any heading contained in this Agreement is added for convenience only and does not change the meaning of any provision in this Agreement. **21.13 Assignment.** ATB Financial may assign its rights and obligations under this 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 its rights to provided they

agree to maintain confidentiality in a manner similar to ATB Financial. The Customer may not assign any rights and obligations under this Agreement or under any Service Schedule without prior written consent of ATB Financial. **21.14 Binding.** This Agreement and any Service Schedule will benefit and bind the respective successors and permitted assigns of ATB Financial and the Customer. **21.15 Counterparts.** This 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 but the party delivering such facsimile or other electronic copy shall deliver an original of this Agreement as soon as reasonably possible after delivery of the facsimile or other electronic copy. **21.16 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 Agreement and any such Service Schedules. This may include the Customer providing certified resolutions (or similar proof) of authority to execute and consummate this Agreement and any Service Schedules and any ATB Financial or third party licenses or sublicenses that may be required in connection with certain Services. **21.17 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, guidelines, requirements and standards of various payment systems ("**Standards**") (including *Payments Canada*) and accordingly ATB Financial may be unable to accept or process instruments or Instructions that do not comply with the Standards. **21.18 Entire Agreement.** The ATB Financial agreements form the entire agreement between the Customer and ATB Financial pertaining to the Services. This Agreement does not affect any rights that ATB Financial may have in respect of any 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)