



ATB FINANCIAL BUSINESS BANKING ACCOUNT AGREEMENT (Agreement)

1. Introduction

This Agreement between ATB Financial and the Account Holder sets out the terms and conditions that govern your Account opened with ATB Financial, in addition to any agreements between ATB Financial and the Account Holder for specific products and/or services. This Agreement replaces any prior agreement for any Account you may already have with ATB Financial.

1.1. Definitions

In this Agreement, capitalized words have the meanings below.

ABM means automated bank machine.

Account means any and all of your business chequing, savings and GIC accounts with ATB Financial, as such accounts may be, from time to time, opened, closed, renumbered or redesignated.

Account Holder means the person or people or the Business indicated as account holder on the Application operating as a Sole Proprietorship, Association, Society, Co-operative, Partnership, Joint Venture, Corporation, Municipality, Indian Band or Metis Community.

App means a software application that we make available for a Device.

Applicable Law means laws, regulations, orders, directives and the like of domestic or foreign government authorities or regulatory bodies that apply to ATB and/or the Intermediary, whether or not these have the force of law.

Application means the application to apply for the Account and/or Services, as/if applicable.

ATB Business means the ATB Financial business online platform that may be used to directly access the Services and Account through a Device.

Authorized Contact means the person or people indicated as authorized contact on the Application.

Biometric Information means information derived from an individual's personal characteristics (such as retina or iris scan, fingerprint, voiceprint, and scan of hand or face geometry).

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.

Credentials means the personalized security features you are required to use to access your Account and include your Password, your Username, your PIN and any other authentication methods or credentials that may be used or added in order to use or access your Account from time to time.



Debit Card means the ATB Financial debit card that is used to access the Account, make purchases, or withdraw cash. Any Device that may be used to incur charges on the Account will also be considered to be a Debit Card.

Debit Card Number means the unique number indicated on the Debit Card issued to you by us.

Device means a computer, laptop, mobile device, wearable device, tablet, watch or any other electronic device that supports access to the Services and that we allow to be used to access the Services.

GIC means Guaranteed Investment Certificate.

Legal Costs means all solicitor and client costs, full indemnity basis, together with disbursements.

Password means the combination of letters, numbers and/ or special characters that you select in accordance with our password guidelines, and that is used with the Username to access the Account through ATB Business, and includes Biometric Information to access the Account through an App.

Payment System Rules means the by-laws, rules, guidelines, requirements and standards of various payment systems and networks (including Payments Canada) that ATB Financial and/or any other intermediary may be subject to and/or required to comply with in respect of sending or receiving Funds Transfers.

PIN means the personal identification number used with the Debit Card to access the Account or that is entered for transactions using the Debit Card.

Rate and Fee Schedule means ATB Financial's written statement of the interest rates and fees under this Agreement. ATB Financial may amend from time to time the Rate and Fee Schedule. A copy of the Rate and Fee Schedule will be provided with the Application and can also be obtained from any ATB Financial branch or at atb.com

Service Provider means any of ATB Financial's suppliers, licensors, service providers, vendors or any third party which provides a product, service, system, platform, technology or network used in relation to the Services.

Services means all Account related services offered by ATB Financial.

Sign or **Signed** includes electronically.

Signature means a handwritten signature, an electronic signature or other information in electronic or biometric form, including the Verbal Password, that is created, selected or adopted by a person and that is accepted by the person as being unique to that person.

Signature Card means, in respect of an Account, a document that is signed by a person who is authorized to give instructions in respect of the Account, or electronic data that constitutes the Signature of such a person.

Username means either the Debit Card Number that you have at the time the Services were first made available to you or a username that is selected in accordance with our guidelines. If a Debit Card Number is used as the Username, the Username will not be automatically updated by ATB Financial if a new Debit Card with a new Debit Card Number is issued to you.

Verbal Password means the combination of letters, numbers and/or special characters that you select in accordance with our password guidelines, and that constitutes your Signature.



Visa* Debit means the ability to use the Visa network to process certain Debit Card transactions through your deposit Account linked to your Debit Card.

Visa Secure* is a service that provides you with increased security when you make online purchases with merchants who participate in the program.

We, our, and us refer to ATB Financial.

You, your or yours or the Business refers to the Account Holder.

Any words importing the singular number only shall include the plural and vice versa. If we use a capitalized word that's not listed above, then the first time we use it in this Agreement it will be in bold and the meaning will be explained there.

1.2. General Terms

You agree to, and are bound by, all of the terms and conditions of this Agreement if:

- (a) You sign the Application; or
- (b) You conduct a transaction on the Account.

2. Accounts

2.1. Application

If you apply for products and services through our website, atb.com you agree as follows:

- (a) that ATB Financial can use the Signature Card for your Account for these new products and services.
- (b) ATB Financial will not send you a paper copy of any of the agreements you agree to electronically, although you may save any or all of the documents and also print them, if you so choose; and
- (c) agreements you agree to electronically are binding and have the same legal effect as if they were written down on paper.

2.2. Account Information

You warrant to the best of your knowledge that the information on the Application is complete and accurate, and does not fail to disclose information that we may require to service your Account. You acknowledge that ATB Financial has relied on this information in approving the Account, and you agree to provide us with any further information or proof that we may need, at our request. You authorize ATB Financial to obtain factual, or personal information (if applicable), or credit information about you at any time from any other source or person for the purpose of establishing your identity, reputation and creditworthiness. You agree that ATB Financial may share your personal and credit information with credit-reporting agencies and may also obtain credit reports and other information about you from such agencies. ATB Financial will collect, use and disclose your personal information in accordance with section 9.9 Privacy Notice.

2.3. Account Authority Declaration

You certify that there are no provisions in the Articles of Incorporation, Memorandum of Association, or in any of your by-laws or resolutions or in any partnership agreement, joint venture agreement or unanimous shareholders agreement, or in any other agreement, that in any way restricts or limits your powers or the powers of the directors (or councilors) or of any persons authorized by the directors (or councilors) to open or operate an Account.



2.4. Account Opening

Subject to the terms of this Agreement, we will open an Account in the Business' name. To access the Account, we may issue Debit Cards, Cheques, or PINs or Passwords to you.

All amounts posted or charged to the Account with, or in connection with, Debit Cards or Cheques, including but not limited to purchases,, balance transfers, amounts in overdraft, interest, costs, fees, Legal Costs, wire transfers, money orders, gambling advances and service charges, will be a charge to the Account and will be a debt obligation of you to ATB Financial (**Debt**).

When you open an Account with us, you are responsible for keeping your Credentials secure and you agree to take on certain responsibilities:

You're responsible for any transactions made with your Debit Card using your PIN.

It is your responsibility to always keep your PIN safe, secure and confidential, and you are responsible for the care and control of your Debit Card. We call this the "**keep your PIN safe protocol**". Do not tell anyone what your PIN is, or choose one that is easy to guess (more about that later). Do not give your PIN to anyone—because you are responsible for any transaction that is made with your Debit Card when your PIN is used, any transaction that other person makes would also be your responsibility.

If we notice that your Debit Card has been compromised, or if you report your Debit Card lost or stolen, we'll place a hold on your Account and arrange to get you a new Debit Card. If this happens, you will need to choose a new PIN.

Change your PIN often; say, every month. Changing your PIN makes it harder for bad actors to get access to your Account. You can change your PIN at any ATB Financial ABM or branch. It takes less than a minute. Set a monthly reminder in your calendar to change your PIN.

Do not choose a PIN that is easy to guess. If you do so and someone figures it out while trying to use your Debit Card, you will be responsible for any transaction(s) they process.

As part of your responsibilities under this Agreement, you are legally required to:

- Never keep any record of your PIN near or with your Debit Card (such as in your wallet or by your Device);
- Never write your PIN on your Debit Card;
- Not choose a PIN that is easy to guess—you should not use your birthday, your dog's name, your home address, your social insurance number, or any combinations that are easy to remember (such as 1-2-3-4 or 7-7-7-7);
- Not choose a PIN that you use for any other purposes;
- Cover the keypad when entering your PIN, using your hand or body as a shield, while making sure that no one can see you;
- Never give your PIN or Debit Card Number to anyone, regardless of how close someone may be to you or if the person asking is law enforcement;
- Never use a pay terminal or ABM that appears to have been altered in any way (call the police instead); and
- Always keep your Debit Card in your possession and take care of it, including keeping it in sight at all times when making a purchase.



If you have any questions about your responsibilities regarding your PIN and Debit Card, you can always give ATB Client Care a call at 1-800-332-8383.

You should also note that, if you are liable for amounts owed to us—like if any Debit Card transaction places your Account into a negative balance, or you receive cash or a credit in error as a result of a system malfunction or for any other reason—you agree to reimburse us for any amount owing immediately upon demand. We may also recoup any amounts owed to us from time to time arising from or in connection with this Agreement, including any applicable interest and fees that are owed to us, by deducting such amounts from the Account or any other account in your name (including joint Accounts) at ATB Financial.

In consideration of ATB Financial agreeing to open the Account, each Account Holder agrees to indemnify ATB Financial against any loss which ATB Financial may suffer, including Legal Costs, and hold ATB Financial harmless from all claims against ATB Financial or any of its directors, officers or employees, by reason of or arising from this Agreement or the use of the Account.

2.5. Authority and Instructions

If we permit, we may take instructions from any Account Holder and/or the Authorized Contact without the approval of the other(s), and each of you are designated agents for the other without further authorization. If we permit, any one of you may authorize additional Account Holders or Authorized Contacts, without notice to any other Account Holders. If we permit, you may authorize and appoint Signing Authorities on this Account. You are solely responsible for determining the suitability of individuals you appoint as Signing Authorities or as Authorized Contacts. ATB Financial shall not in any way be liable or held responsible for any loss suffered by you in any respect, whether caused by any act or omission or wrongful conduct of any Signing Authority appointed by you.

ATB Financial is authorized to contact your Authorized Contact to discuss the ongoing operation of the Account.

2.6. Telephone, Fax and Email Instructions

Subject to section 2.5, if we permit:

- (a) We may accept instructions regarding the Account by telephone to the Client Care Centre or to a branch, provided the instructions are consistent with the terms and conditions of the Account and identity can be verified to ATB Financial's satisfaction.
- (b) We may accept instructions regarding the Account by fax to the Client Care Centre or to a branch provided the instructions are:
 - (i) Signed by you, your Authorized Contact or Signing Authority (as applicable), and include the applicable name, Account number, and fax number
 - (ii) Legible and unambiguous
 - (iii) Consistent with the terms and conditions of this Agreement
- (c) You, your Authorized Contact or Signing Authority may send instructions regarding the Account by email at your own risk.

ATB Financial may rely on any telephone, fax instructions, or email bearing signature (including electronic signature) of you, your Authorized Contact or Signing Authority (as applicable) or purporting to be (whether by forgery, alteration or otherwise) given by or on behalf of you. ATB Financial may treat any such signature to be genuine and any such instruction, which ATB Financial believes to be from you, your Authorized Contact or Signing Authority (as applicable), as fully authorized by and binding upon you. ATB Financial will not in any



way be liable for any losses or damages that you may suffer or incur in relation to the Account from acting on telephone, fax or email instructions.

ATB Financial will act on all acceptable instructions sent by telephone, fax, or email as soon as it is reasonably practical to do so. You must confirm that ATB Financial has received the instructions as ATB Financial is under no obligation to confirm receipt. ATB Financial may decline to act for any reason on instructions sent by telephone, fax, or email, including, but not limited to, unclear or suspicious instructions or unsatisfactory identity verification. ATB Financial will not be liable in any way for any delay, failure, or refusal to act in any circumstance.

If your instructions require immediate attention, you, your Authorized Contact or Signing Authority must personally deliver them to any ATB Financial branch.

2.7. Authority to Deposit

If a Signing Authority (as listed on the Application) has been given the authority to make deposits, they have the authority to do the following:

- (a) to execute any documents relating to making deposits to the Account or any other accounts which you may open and operate alone or with another or others, whether in Partnership or otherwise, as may be required by ATB Financial; and
- (b) to negotiate with, deposit with, or transfer to ATB Financial (but for credit of your Account only) all or any cheques, promissory notes, bills of exchange, orders for the payment of money, drafts and other paper, negotiable or otherwise, purporting to be signed or endorsed on your behalf or having your name impressed thereon by rubber stamp or otherwise.

2.8. Authority to Withdraw

If a Signing Authority (as listed on the Application) has been given the authority to withdraw money, they have the authority to do the following:

- (a) to make, sign, draw, accept, negotiate, endorse, execute and deliver all or any cheques, promissory notes, drafts, acceptances, bills of exchange, orders for the payment of money and, generally, all instruments and documents, whether negotiable or not, for the purpose of binding or obligating you to ATB Financial or as required by ATB Financial or as may relate in any way in connection with the Account or any borrowings or advances by way of overdraft or otherwise.

2.9. Authority to Borrow

If a Signing Authority (as listed on the Application) has been given the authority to borrow money, they have the authority to do the following:

- (a) to apply to ATB Financial for loans to the Business and arrange with ATB Financial the amount, terms and conditions of such loans and the security or securities to be given to ATB Financial;
- (b) as security for any money borrowed from ATB Financial:
 - (i) to execute promissory notes and other negotiable instruments or evidences of debt for such loans and renewals of all such promissory notes and other negotiable instruments or evidences of debt; and
 - (ii) to give or furnish to ATB Financial all such securities and promises as ATB Financial may require to secure the repayment of such loans and interest thereon and execute all security agreements, mortgages, hypothecations, charges, pledges, conveyances, assignments and



transfers to or in favour of ATB Financial of all or any property, real or personal, moveable or immovable, owned by you or in which you may have any interest, and any other documents or contracts necessary to give or furnish to ATB Financial the security or securities required by ATB Financial.

2.10. Authorized to Act

All agreements, securities, documents and instruments purporting to be signed, made, drawn, accepted or executed or endorsed as provided in this Agreement shall be valid and binding upon you, jointly and severally, and ATB Financial is hereby authorized to act thereon and give effect thereto.

2.11. Use of Agents

ATB Financial is authorized to present for payment or acceptance or to collect any instrument through Payments Canada, or such financial institution, or other agent as ATB Financial may deem best, at your sole risk and expense, and ATB Financial may accept drafts, cheques or cheque images, settlement vouchers, clearing house slips, items or other evidences of payment in settlement of the instruments or in remittance therefore; and ATB Financial shall not be liable to you in any way by reason of any act, delay or omission of Payments Canada, or such financial institution, or other agent in any circumstance or by reason of loss, destruction or delayed delivery of any such instruments while in transit to or from Payments Canada, or such financial institution, or other agent or while in its possession.

2.12. Debit Card and PIN

Upon your request, ATB Financial may issue a Debit Card together with a PIN to enable you to use ABMs to make transactions and to make cash withdrawals on the Account up to a maximum daily amount specified by us from time to time. You may also use the Debit Card and PIN to effect payment for purchases of goods and/or services from a merchant using a direct payment terminal subject to the terms and conditions in this Agreement.

You are responsible for advising and ensuring that the holder of the Debit Card does not disclose the PIN to any other person and to ensure that any record of the PIN is kept separate from the Debit Card. If a PIN is disclosed to any unauthorized person (intentionally or unintentionally), you will continue to be liable to ATB Financial for any transaction or charge through the use of the Debit Card and the PIN, whether or not they are incurred by you, until you notify ATB Financial.

ATB Financial shall have no liability for any actions or omissions of a merchant, including by reason of any failed or delayed transaction or non-acceptance in any circumstance.

As a security measure, ATB Financial may impose a limit(s) on, or review, any transaction made or attempted, using Debit Cards and the PIN.

Each Debit Card has an expiry date. A new Debit Card will be reissued to you prior to the expiry date indicated on the Debit Card. Activate your new re-issued Debit Card by using your PIN at any retail location or ABM. Your old existing Debit Card will be deactivated once you have done a PIN enabled transaction at a retail location, at an ABM with your new Debit Card or once the expiry date on your old Debit Card has passed, whichever happens first.



2.13. Bill Payments

If you give instruction through ATB Business by 12:59 a.m. Mountain Time, the bill payment company (or bill payment company's designate) will receive payment the next Business Day. As different bill payment companies have different payment requirements, it is your responsibility to know what your bill payment company's requirements are and to make payments accordingly. ATB Financial will not be responsible, in any way or under any circumstances, for any late payment penalties, fees, interest or charges imposed by your bill payment company or any other charges or losses you may be subject to in connection with the use of the Services. ATB Financial makes no warranties or representations of any kind whatsoever, whether express or implied, in connection with ATB Business and the Services, except as set out in this Agreement.

2.14. ATB Telephone Banking

If you have chosen to enroll in ATB Financial Telephone Banking, you agree with ATB Financial as follows:

- (a) You have chosen a Security Access Code (**SAC**) to access the Account by telephone. Services are limited after 11:00 p.m. Mountain Time and before 7:00 a.m. Mountain Time daily.
- (b) If you have not used ATB Financial Telephone Banking for one year or more, your access to the service will be limited.
- (c) ATB Financial may:
 - (i) Set fees for the service
 - (ii) Change the fees for the service
- (d) You will not disclose your SAC to any unauthorized person.
- (e) Any use of your SAC acts as your authorization for each use of the service, as if each authorization had been signed by your authorized Signing Authority.
- (f) If any other person accesses your Account using your SAC, ATB Financial may consider such access to be authorized by you, and you will be liable for any transactions made, and any fees or charges incurred as a result of the use of ATB Financial Telephone Banking.
- (g) If an unauthorized person learns your SAC, you will immediately notify ATB Financial's Client Care Centre by telephone, calling our toll-free number at 1-800-332-8383.
- (h) ATB Financial's records of use of the service shall be considered correct, unless established to the contrary with evidence satisfactory to ATB Financial.
- (i) A record of each transaction authorized by use of our SAC will appear on our usual Statement of Account.

2.15. Night Depository

If ATB Financial allows you to use the night depository at the branch at which you opened the Account (**Depository**), you agree with ATB Financial as follows:

- (a) Only Canadian and/or U.S. currency, cheques, money orders, bank drafts and other orders for the payment of such negotiable instruments shall be placed in the depository. These items shall be sealed in a tamper proof disposable plastic bag supplied by ATB Financial, and the door of the Depository shall be closed and locked. You acknowledge receipt from ATB Financial of a key to the outside door of the Depository, which shall remain the property of ATB Financial. You are prohibited from copying or altering the keys, or tampering with the lock in any way. You shall immediately notify ATB Financial of any loss of the key to the outside door of the Depository, and you are responsible for all costs of a new lock(s) and key(s) if ATB Financial chooses, at its sole discretion, to replace them.
- (b) You will be responsible for the purchase of tamper proof bags from ATB Financial, at a price set by ATB Financial, from time to time.



- (c) When the Depository is used for deposit(s) and/or bill payment(s), the original completed ATB Financial deposit form(s) and/or original remittance portion(s) along with cheque(s) payable from the Account, shall be securely enclosed in the bag. ATB Financial shall open the bag, remove the contents, and deal with those contents in accordance with its usual business practices. Until the contents have been dealt with by ATB Financial, the contents are considered as not processed through the Account.
- (d) Upon termination of this Agreement, you shall deliver any/ all keys supplied by ATB Financial. If same are not returned or have been subject to more than normal wear and tear, you are liable for the item(s) and all costs associated with repairing or replacing those items.

2.16. Cheques

ATB Financial may provide cheques or other instruments (collectively **Cheques**) to you, which can be used to draw against the Account. You must ensure that the Cheques are kept in a secure location and shall immediately notify ATB Financial if the Cheques are lost or stolen.

You shall be responsible for establishing your own internal procedures of use of the Cheques. We will not be required to verify whether any use of a Cheque is in accordance with those procedures.

ATB Financial reserves the right to refuse to honor any Cheque and to discontinue providing Cheques at any time. All unused Cheques shall be returned to ATB Financial upon demand.

You waive presentment, protest and notice of dishonour on all Cheques which you have drawn, made, accepted or endorsed and which are delivered to ATB Financial for deposit.

ATB Financial may charge your Account, even if that:

- (a) creates or increases an overdraft, with any Cheque drawn by you, Cheque or item cashed or negotiated by ATB Financial for you or credited or deposited to your Account for which payment is not received by ATB Financial, or which is subsequently returned by reason of a forged or unauthorized or missing endorsement, or as being fraudulent or materially altered, or
- (b) if that Cheque or item received by ATB Financial for credit or deposit to your Account is lost, stolen or otherwise disappears for any reason.

2.17. Funds Transfers to or from Other Accounts

If ATB Financial permits, you may be entitled to transfer or receive funds by wire transfer, e-transfer or any other method that permits the inclusion of information or a payment message with the transfer (**Funds Transfer**): (i) from your Account to another account or another person (a **Beneficiary**); or to your Account from another account. You must provide instructions for a Funds Transfer request through ATB Business, at any branch, or in any other manner that ATB Financial may permit.

Upon submitting a Funds Transfer request, you authorize ATB Financial to debit the necessary funds from your designated Account in order to complete the Funds Transfer instructions. Other than in the case of a Funds Transfer being sent via our tax pay service, ATB Financial will not process the Funds Transfer if your Account does not contain sufficient available funds to complete the Funds Transfer or the completion of the Funds Transfer would exceed the credit limit or the designated funding Account's overdraft. In the case of a Funds Transfer being sent via our tax pay service, ATB Financial may, in its sole discretion, process the Funds Transfer request even if the Client's Account does not contain sufficient available funds, but the Client will be responsible for any fees, charges or interest incurred due to insufficient funds or the Account going into overdraft.



If ATB Financial permits you to receive Funds Transfers sent by a third party into your designated Account, the content of any message or information contained in the Funds Transfer (including the Message Detail) may contain Malicious Content. The inclusion of any link in the message or information contained in the Funds Transfer (including the Message Detail) does not imply endorsement, investigation or verification by ATB Financial of the information contained within such link. You acknowledge there may be risks associated with receiving, viewing, accessing, obtaining or processing such message or information. Such risks include, but are not limited to, introducing a virus, cancelbot, Trojan horse, worm or other harmful, disruptive or surreptitious component into your hardware, software, systems and/or programs that may result in the damage, corruption, loss and/or leakage of data, system crashes, and being unable to access data, applications, and the like. You freely assume and accept these risks.

You are responsible for the contents of any messages or information sent or received using this Funds Transfer service, including the Message Details, and you are prohibited from sending or receiving a message or information that contains Malicious Content.

ATB Financial may, in its sole discretion, choose to decline to act on any Funds Transfer instructions, and may return any Funds Transfer received, if ATB Financial reasonably believes that: (i) any Malicious Content is being transmitted in any message or information accompanying any Funds Transfer, including the Message Details; (ii) the Funds Transfer is being sent to or originated from a sanctioned country, (iii) the Funds Transfer instructions or Funds Transfer is unauthorized, incomplete, erroneous or otherwise fraudulent; or (iv) the Funds Transfer instructions or Funds Transfer otherwise does not comply with the terms of our Services, the Payment System Rules, or Applicable Laws.

Without limiting any other provision of this Agreement, you discharge and release ATB Financial from, and will indemnify and hold ATB Financial harmless for, any claims arising in connection with this Funds Transfer service, including as a result of any messages or information sent or received using this Funds Transfer service, including if Malicious Content was transmitted in any Message Detail, or ATB Financial declining or returning a Funds Transfer instruction.

For the purposes of this section:

- (a) **Malicious Content** includes: i) information or content that may cause harm to you, ATB Financial, or any other person including any other financial institution or intermediary, Interac Corp., Payments Canada, payment system, network, infrastructure or telecommunication company that includes, provides, transmits, receives, views, accesses, obtains or processes the information or content; ii) personal information of an individual unless the individual has provided appropriate consent to the collection, use, and disclosure of the personal information in accordance with Applicable Laws, including personal information protection laws; iii) a uniform resource identifier such as a uniform resource locator (URL), hyperlink, link, or IP address; iv) deceptive or malicious scripts or codes; v) information, content or language that is threatening, violent, intimidating, or harassing; vi) information, content or language that is offensive, profane, indecent, defamatory, racist, hateful, sexist, homophobic, contains or refers to any obscenity or pornography, illegal, relates to illegal activities, or the inclusion, provision, transmission, receipt, viewing, accessing, obtaining or processing of which is otherwise in contravention of Applicable Laws; vii) information or content that is used to conduct, encourage, or incite illegal or other harmful activities to the Funds Transfer service, you, ATB Financial, any other person including any other financial institution, Interac Corp., Payments Canada, payment system, network, infrastructure or telecommunication company that includes, provides, transmits, receives, views, accesses, obtains or processes the information or content; viii) information or content that constitutes impersonation, advertising or spam; and/or ix) information or content that infringes intellectual property or proprietary rights; and



- (b) **Message Detail** means all details in the message field/component (through free form, structured data fields, a uniform resource locator (URL), hyperlink, link or IP address) that may be included with the wire transfer.

2.18. Verbal Password

If there is a Verbal Password for the Account:

- (a) you shall treat the Verbal Password in the strictest confidence;
- (b) you shall not disclose the Verbal Password to any other person; and
- (c) if an unauthorized person learns the Verbal Password, you will immediately notify ATB Financial's Client Care Centre by calling our toll-free number at 1-800-332-8383.

You are liable for each use of the Verbal Password to access your Account, whether or not authorized by you. ATB Financial shall not in any way and under no circumstances be liable or held responsible for any loss or damages suffered by you caused directly or indirectly by any act or omission or wrongful conduct of any access to your Account through the use of the Verbal Password.

2.19. Trust Accounts

If the Account Holder is a trust that is classified as a passive Non Financial Foreign Entity for FATCA* purposes or a passive Non Financial Entity for CRS** purposes that holds any of the Accounts with ATB (whether it be a chequing or savings account, a GIC, or any other type of business deposit account), you must notify us annually if any discretionary beneficiaries receive a distribution from the trust. A discretionary beneficiary is any party who, under the terms of the trust, is allowed - but not required - to receive monies from the trust. You must notify us annually of all such discretionary beneficiaries who receive a distribution by providing us a completed Self Certification Form prior to December 31 of the year in which the payments are received. Self Certification Forms can be obtained by contacting your advisor, your branch, or by calling ATB Client Care at 1-800-332-8383.

* The Foreign Account Tax Compliance Act (FATCA) requires Canadian financial institutions to report financial accounts held by US residents (including US citizens regardless of where they live) to the Canada Revenue Agency (CRA).

** Similarly, the Common Reporting Standard (CRS) requires Canadian financial institutions to report financial accounts held by residents of countries other than Canada and US to the CRA. The CRA provides the reported account information annually to governments where the account holders reside. The information exchanged between governments is used in fighting tax evasion and promoting voluntary compliance with tax laws.

2.20. Protecting your Account and Credentials

There is a lot of fraud that can happen with respect to accounts, and it is important to familiarize yourself with the methods that bad actors may use to trick you so that you do not become a victim of fraud and have your Account compromised.

You should know that there are a lot of fake websites out there, including fake ATB Financial websites! These fake websites are often used in circumstances where you are contacted unexpectedly by telephone, email, text, direct message or pop-up with a request to update your Account information or to reconfirm your identity with ATB Financial.

You should be careful before you click on any links to ensure they are legitimate. You should never click a link or download an attachment from someone you don't know. Fake websites try to trick you into providing your Account information or Credentials. When you click on the link, you're taken to the fake login page and asked



to verify your information, which goes straight to the bad actor—who can then log into your Account and access your funds. These sites may use ATB Financial's official logo and branding that will be difficult to distinguish as fake. These fake websites will often use a spoofed domain that looks official but if you look at the URL bar you will see that it is not. Always check the domain name closely and verify the URL. You should also use a website checker.

You should know that ATB Financial will never text, email or call you asking for personal or Account information. ATB Financial will not be responsible if you provide your Credentials or personal information through a fake website. Always think before you act.

One of the other common methods of fraud occurs when a person or organization's email address is compromised or "taken over". In these circumstances, you will be contacted by what appears to be a person or organization that you know—but actually it is a bad actor who has taken over their account. You may be asked to move funds to a different account from the one that you are used to, or to send funds to a different or new destination. Remember that email account takeovers do happen, and you need to be very cautious when you receive different instructions from those that you are used to: always follow up and ask questions with the actual person live before you follow any new instructions in these types of situations. You are responsible for instructions that you provide to us and that we act upon, even where the underlying instructions were not who you thought they were from.

Given the prevalence of fraud (especially online fraud), it is important that you educate yourself in respect of current fraud trends and scams (See for example the website of the Canadian Anti-Fraud Centre: <https://www.antifraudcentrecentreantifraude.ca/index-eng.htm> and our website: atb.com/fraud) so that you do not fall victim to any of these schemes. Always exercise vigilance; if you have a feeling that something isn't right, you are probably correct. Where a deal is too good to be true it probably is not a real deal. It is important that you exercise caution as ATB Financial will not be responsible if you are the victim of fraud.

3. Fixed Date Deposits

3.1. Interest

If any fixed date deposit that ATB Financial places for you under this Agreement (**Fixed Date Deposit**) is indicated as "Linked" next to "Product Name" on any Fixed Date Deposit Certificate, Account Statement(s) and / or other confirming record of such Fixed Date Deposit that ATB Financial prepares for you (collectively, **Confirmation**):

- (a) The interest rate payable is calculated and determined by ATB Financial, and you acknowledge that ATB Financial may use its discretion and judgment in relation to calculations and any determinations made in respect of the return payable.
- (b) You acknowledge and agree that there is the possibility of the occurrence of a market disruption or other event which will have a material effect on ATB Financial's ability to calculate the return payable to you, to manage the related risk or to otherwise perform its obligations. As a result, ATB Financial may, acting reasonably, take such action as it deems necessary, including, without restriction, adjusting, advancing or delaying the calculation or payment of the return.

3.2. Redemption

Your Confirmation will indicate the term of your Fixed Date Deposit, the "**Maturity Date**", which is the final date of the term, and whether the Fixed Date Deposit is redeemable or non-redeemable.



If your Fixed Date Deposit is indicated as redeemable on its Confirmation, then it may be withdrawn in whole at any time prior to the Maturity Date, provided that:

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

If your Fixed Date Deposit is indicated as redeemable on its Confirmation, then a portion of the principal amount may be withdrawn at any time prior to the Maturity Date, provided: (i) the specific product type allows for partial redemptions; and (ii) the principal amount invested remains greater than or equal to the minimum investment amount. Partial redemptions will also be subject to Paragraphs 3.2(a), (b), (c) and (d) above.

If your Fixed Date Deposit is indicated as non-redeemable then you agree that you won't withdraw or redeem the funds before the Maturity Date. Notwithstanding the foregoing, ATB Financial may, in its sole discretion, allow you to redeem or withdraw your funds prior to the Maturity Date. If that happens, interest may be paid and if so, such interest will be reported to the Canada Revenue Agency as required. You will also be subject to an interest rate penalty fee and an administration fee. We'll let you know what the interest rate penalty fee and administration fees are before you confirm that you want to redeem the funds.

3.3. Renewal

3.3.1 If:

- (a) the instructions for the Fixed Date Deposit indicated on your Fixed Date Deposit's Confirmation is credit account and, on the Maturity Date, the account indicated for deposit is closed; or
- (b) ATB Financial is otherwise unable to deposit the funds to such account,

then at ATB Financial's option, ATB Financial may either:

- (i) deposit the funds into any account you have with ATB Financial; or
- (ii) ATB Financial may reinvest the funds in another Fixed Date Deposit with ATB Financial, for a term selected by ATB Financial, at ATB Financial's then-prevailing interest rate and terms.

3.3.2 If the Account Holder is a sole proprietorship, and if, during the term of your Fixed Date Deposit, you die and your Fixed Date Deposit is indicated as not redeemable on its Confirmation, then if we're asked by your estate representative, we'll redeem the whole Fixed Date Deposit and pay the same to the estate as applicable. We may charge early redemption fees but will let your estate representative know the amount of these fees (if any) when they ask to withdraw the funds at which time they can confirm if they still wish to withdraw the funds. Interest may also be paid if the funds are withdrawn which will be reported to the Canada Revenue Agency as required.



3.4. Inactive

If you have made no contact with ATB Financial for a period of one (1) year, then your Fixed Date Deposit's Account will be designated as inactive:

- (a) If, at that time, the balance is under \$250, then, after one (1) additional year, if ATB Financial is unable to contact you to re-activate the Fixed Date Deposit's Account or you otherwise do not re-activate the Fixed Date Deposit's Account by conducting a transaction or acknowledging its balance, in writing, then, by law, its balance may be forfeited. You will then have three (3) additional years to reclaim its balance, after which time, ATB Financial will have no liability to reimburse you under any circumstances.
- (b) If, after the Fixed Date Deposit's Account is designated as inactive and its balance, at that time, is \$250 or greater, then, after one (1) additional year, ATB Financial is required, by law, to designate the Fixed Date Deposit's Account as unclaimed. If the Fixed Date Deposit's Account is designated as unclaimed for a period of ten (10) years, then ATB Financial is required, by law, to pay its balance to the Government of Alberta. You may be able to reclaim its balance by a reclamation process through the Government of Alberta. ATB Financial will, as required, attempt to contact you at or around 2, 4 and 7 years of inactivity with respect to the Fixed Date Deposit's Account in order to reactivate it. Service charges may apply at those times. You also agree that, if at any time there are insufficient funds to cover the service charges applicable, that ATB Financial may terminate the Fixed Date Deposit's Account without notice to you.

3.5. *Income Tax Act (Canada)*

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

3.6. Springboard GIC

If your Fixed Date Deposit's Account is indicated on its confirmation as a Springboard GIC, then the amount of interest reported for tax purposes may not be the actual amount of interest earned by you in that year as ATB Financial is required to report an amount based on an average rate over the full term of your Fixed Date Deposit.

4. Debit Cards

4.1. Debit Card Ownership

All Debit Cards remain the property of ATB Financial at all times. ATB Financial may request the return of and replace a Debit Card at any time. You cannot assign or transfer to anyone a Debit Card, the Account, or this Agreement.

4.2. Withdrawing Cash

- (a) In Canada: You can use your Debit Card to withdraw cash at any ABM in Canada that accepts *Interac*®. These transactions will be processed through the *Interac* network.
- (b) Outside Canada: If you have a Debit Card without a Visa logo on it¹, then outside of Canada you can use your Debit Card to withdraw cash at any ABM that accepts Cirrus, and these transactions will be processed through the Cirrus network. If your Debit Card has a Visa logo* on the front, then outside

¹ If you do not have a Visa logo on your Debit Card, but want to use Visa Debit, please visit your nearest branch or call us at 1-800-332-8383 to order a replacement Debit Card which will come Visa Debit enabled.



of Canada you can use your Debit Card to withdraw cash at any ABM that accepts Visa or Plus. These transactions will be processed through the Visa network.

You will have to enter your PIN to use your Debit Card for all ABM withdrawals, inside or outside of Canada.

4.3. Debit Card Purchases

While shopping in Canada, you can use your Debit Card to make point of sale (**POS**) purchases at stores that accept *Interac* and receive cash back where offered by the merchant. These transactions will be processed through the *Interac* network. If the merchant does not have tap to pay or *Interac* contactless payment terminals, you will have to insert your Debit Card and enter your PIN to make your purchase. If you prefer, you can turn off the tap feature on your Debit Card such that you must always enter your PIN. To turn off the tap feature, just call the ATB Client Care team at 1-800-332-8383 or drop by any branch during normal business hours. The change will take effect after you complete your next successful PIN-based ABM or POS transaction in Canada. You can turn the tap feature back on again by doing the same.

If your Debit Card displays the Visa logo, your Debit Card can be used:

- (a) to make in-store point of sale (POS) purchases anywhere Visa is accepted. These purchases may require chip and pin, tap to pay, signature and/or swiped depending on the merchant and will be processed through the Visa network.
- (b) to make online purchases, mail or telephone orders through retailers that accept Visa Debit. These transactions will be processed through the Visa network.
- (c) to make advanced purchases such as reserving hotels or car rentals, just know that the funds will be immediately held in your Account by ATB Financial on behalf of the merchant and the final purchase amount may differ. These transactions will be processed through the Visa network.

If any Debit Card transaction places your Account into a negative balance or you receive cash or a credit in error as a result of a system failure, malfunction or for any other reason, you agree to reimburse us for any amount owing immediately upon demand. If we allow you to go into a negative balance you must immediately repay the amount owed.

4.4. Lost or stolen Debit Cards

If a Debit Card is lost or stolen, or suspected to be lost or stolen, you must notify us immediately by calling our toll-free number at 1-800-332-8383. If a Debit Card is lost or stolen, unless otherwise prohibited by law, you will be liable to ATB Financial for:

- (a) all Debt on the Account in relation to the lost or stolen Debit Card incurred through transactions in which only the Account number is used, resulting from the loss or theft of the Debit Card that is incurred before ATB Financial is notified of the loss or theft; and
- (b) all Debt on the Account in relation to a lost or stolen Debit Card that is incurred through transactions in which the Debit Card and PIN are used.

However, you will not be liable for any Debt directly resulting from the loss, theft, or compromise of a Debit Card that is incurred after ATB Financial has been notified about the lost, stolen, or compromised Debit Card provided that you complied with your responsibilities under this Agreement and kept your PIN safe, secure and, confidential.



4.5. Service Cancellation

You may cancel a service by providing written notice to ATB Financial. ATB Financial has the right at any time, without notice to you, to cancel any service, right or privilege in respect of the Account.

If the Account is overdrawn, ATB Financial may, but is not required to, suspend any privileges, or the Account until such time as the Account is not overdrawn.

If a Debit Card is cancelled or suspended:

- (a) the applicable Account Holder will cease to be entitled to the Debit Card benefits;
- (b) the Debit Card shall immediately be returned to ATB Financial;
- (c) ATB Financial may inform businesses honouring the Debit Card that it has been revoked or cancelled;
- (d) you shall continue to be liable for all Debt to the Account incurred through the use of the Debit Card made prior to the time the Debit Card are returned to ATB Financial; and
- (e) you must notify any service providers who have authorization to charge transactions to the Account or Debit Card of the closure. Although an Account or Debit Card may be closed, you will continue to be fully liable for any pre-authorized payment arrangement(s) which may still be charged to the Account.

If a Debit Card is cancelled or suspended, ATB Financial shall not be liable in any way or under any circumstances for, and you fully release ATB Financial from, any and all loss, costs, or damages due to Debit Card privileges being cancelled.

4.6. Visa Secure

If you have a Debit Card that is Visa Debit enabled, it automatically comes with Visa Secure.

By using Visa Secure you confirm that you agree to comply with these provisions:

- (a) When you use your Visa Debit Card for an online transaction, your transaction will go through the Visa Secure authentication process where it will be assessed for risk. At this point, you may be asked to enter a unique, one-time passcode (the **One-Time Passcode**) to authorize your online purchase. The prompt will be sent to the mobile number and/or email associated with your Account.
- (b) The purpose of these verification procedures is to confirm that you are the person who is engaging in the online transaction so that we can reduce the incidence of fraud on your Account.
- (c) You are not required to use Visa Secure, but if you are attempting to make a transaction and don't respond to the prompt and enter your One-Time Passcode, we won't be able to authorize your purchase, and you will need to use another form of payment.

Access to the Internet: To use Visa Secure, you need to have accessibility to the internet and you will be required to pay any related fees that may be associated with such access. Alerts or One-Time Passcodes sent via phone call, email or text may not be delivered to you if your internet or telecommunications service is down, your mobile device is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, message delivery may be interfered with by factors beyond the control of your internet or telecommunications provider or wireless carrier, including your equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received and that your internet or telecommunications provider or wireless carrier does not guarantee that alerts will be delivered. Providers and carriers are not liable for delayed or undelivered Messages.



Your Personal Information: We use your personal information to administer Visa Secure, for record keeping and reporting purposes and to resolve any transaction disputes we may have. We may also provide the personal information that we have about you in connection with your use of Visa Secure to law enforcement or regulatory authorities to allow them to investigate any suspected misuse of your security details.

What you are Responsible for: Unless an exception described below applies, you are responsible for all of your transactions when you use Visa Secure. This means that you will be responsible for your use of any One-Time Passcodes you receive—be sure to keep them safe—do not tell them to anyone and do not write them down anywhere.

About our Role: We are not responsible in any way or under any circumstances if Visa Secure does not work because of factors that are beyond our reasonable control, and we do not make any guarantees in respect of the operation of Visa Secure or in respect of any services you receive from merchants. Make sure you are making purchases from merchants you trust.

Ending or Changing Visa Secure: Visa Secure and the way it is used in relation to your Debit Card may change from time to time to reflect changes to Visa Secure made by Visa, payments security practice, technology/other systems, regulatory/legal obligations, and/or our business priorities. Where practicable, we will give you reasonable notice of any major changes. We may also prevent you from using Visa Secure if we think that someone else is using or trying to use your Debit Card or your One-Time Passcode or is trying to make a purchase without your permission. We can also stop Visa Secure where we believe that either you or someone else is using Visa Secure illegally or where we believe there is a possibility of any fraud.

Viruses: You are responsible for making sure that your information, technology, computer programs and platform allow you to access Visa Secure. You must ensure that you only access Visa Secure from Devices on which virus protection software and firewalls have been installed. You agree to immediately update all Devices and servers with the latest operating system software, security patches and anti-virus and anti-spyware programs. When you use Visa Secure you must not misuse the Service. You must not knowingly introduce viruses, trojans, worms, or other material that may be malicious or technologically harmful. You must not attempt to gain unauthorized access to Visa Secure, or any connected server, computer or database. You must not attack Visa Secure in any way.

4.7. Liability for Loss

You are responsible for all authorized use of a valid Debit Card.

You are liable for all losses that result from:

- (a) When you make fraudulent or worthless deposits or transfers (including where you enter an incorrect amount or forget to include the deposit when using an ABM).
- (b) When you make an error at a merchant's terminal (such as completing a transaction twice or confirming the purchase amount entered by the merchant is correct when it is not), unless the error made was a result of a technical problem or system malfunction.
- (c) When you use your Debit Card when there are insufficient funds in the Account.
- (d) When there is an unauthorized transaction if you contributed to the unauthorized use.

For example, you contribute to the unauthorized use and you will be liable if you disclosed the PIN to someone who then made an unauthorized transaction; wrote the PIN on the Debit Card or on something kept close to the Debit Card; or failed to notify us as soon as you became aware that the Debit Card had been lost, stolen or misused, or that someone else may know your PIN.



If you are liable, you agree that your liability for losses may exceed the credit balance or available funds if:

- (a) The Account has a line of credit or overdraft protection or is linked with another account(s).
- (b) A Debit Card transaction is made on the basis of a fraudulent deposit at an ABM.

In this case, you acknowledge that we may have to create an overdraft, use overdraft protection, or if the Account is connected to a line of credit, we may charge the line of credit. You'll then be responsible for the amount of the transaction, plus any applicable fees and interest.

You won't be held liable for losses that result from:

- (a) Circumstances that are beyond your control, including losses resulting from technical problems, a merchant making an error at the merchant's terminal (such as entering an incorrect purchase amount), our errors or other system malfunctions.
- (b) Circumstances where you unintentionally contribute to unauthorized use, provided you cooperate with us in the investigation. For clarity, if you do not keep your PIN or other Credentials safe, secure and confidential, or otherwise comply with the security measures set out in this Agreement, you will be deemed to have intentionally contributed to the unauthorized use.
- (c) The unauthorized use of the Debit Card after you've reported it to us as lost or stolen, where you have reported to us that the PIN may be known to someone else through no fault of your own, or where the Debit Card is cancelled or expired.

Interac Zero Liability Policy: You're not liable for losses resulting from unauthorized *Interac* transactions (one in which your Debit Card and PIN, contactless payment or mobile device are used to carry out a transaction as a result of you being tricked, forced, intimidated or robbed.) if you satisfy these three (3) conditions:

1. You exercised reasonable care in safeguarding your Debit Card from any unauthorized use, loss or theft.
2. You immediately report to us any loss or theft of the Debit Card.
3. You notify us of the unauthorized transactions within a reasonable time.

However, you may still be liable if we reasonably determine that you contributed to the unauthorized transaction.

For example, you will contribute to the unauthorized transaction if you don't follow the "keep your PIN safe" protocol, including if you disclosed the PIN to someone who then made an unauthorized transaction; wrote the PIN on the Debit Card or on something kept close to the Debit Card; or failed to notify us as soon as you became aware that the Debit Card or PIN had been lost, stolen or misused.

Visa Zero Liability Policy: You're not liable for losses resulting from unauthorized Visa Debit transactions if you satisfy the following three (3) conditions:

1. You exercised reasonable care in safeguarding your Debit Card from any unauthorized use, loss or theft.
2. You immediately report to us any loss or theft of the Debit Card.
3. You notify us of the unauthorized transactions within a reasonable time.

However, you may still be liable if we reasonably determine that you contributed to the unauthorized transaction.



For example, you will contribute to the unauthorized transaction if you don't follow the "keep your PIN safe" protocol, including if you disclosed the PIN to someone who then made an unauthorized transaction; wrote the PIN on the Debit Card or on something kept close to the Debit Card; or failed to notify us as soon as you became aware that the Debit Card or PIN had been lost, stolen or misused.

Contact Us: If you have an issue with an unauthorized transaction, contact us immediately by calling our toll-free number at 1-800-332-8383.

4.8. Bad Actors

There are many people who will use fraud or try to trick you into giving them your Debit Card Number, your PIN or other Credentials: we call these people "bad actors". Remaining vigilant against them requires questioning every interaction you have that involves your banking information. Sometimes, bad actors will send you emails or texts and even call you pretending that they are ATB Financial in an attempt to trick you into giving them your PIN or your Debit Card Number or other personal information. ATB Financial will never contact you by any of those means and ask for that information. It is important for you to be cautious and remember the rules you are agreeing to in this Agreement—you have to keep your PIN and Debit Card Number (and other Credentials) confidential. You cannot give it to anyone who asks for it.

4.9. Other Service Providers

Sometimes there are businesses that offer services that include aggregating your Account balances at different institutions to help you manage your finances. While these companies (found on different websites) are not necessarily bad actors, if you provide your PIN to them to allow them to provide you with their services, you will have breached your responsibilities under this Agreement to keep your PIN confidential. That means that if anyone gains access to your Account, the protections that are set out in this Agreement for unauthorized use of your Account will not apply to you.

4.10. Problems With Merchants

We're not responsible for any problems you may have with merchandise purchased with your Debit Card.

5. Overdraft Protection

5.1. Overdraft Protection

ATB Financial may provide you with overdraft protection for the Account to a maximum amount approved by ATB Financial (**Overdraft Limit**). ATB Financial may, in its sole discretion, and without prior notice to you, reduce or increase the Overdraft Limit. At any time and without prior notice, ATB Financial may reduce or terminate overdraft protection and refuse to honour any Cheques or items that would overdraw or further overdraw the Account even if ATB Financial has previously permitted you to overdraw the Account. Should ATB Financial honour any Cheque or item that would overdraw your Account beyond the approved Overdraft Limit, the balance may not remain in excess of the Overdraft Limit for more than thirty (30) calendar days.

Overdraft interest, at a rate specified on the Rate and Fee Schedule, will be calculated (but not compounded) daily. ATB Financial may change the overdraft interest rate without prior notice to you. ATB Financial's determination of the overdraft interest rate at any time will be absolutely binding on you. All interest, upon becoming overdue, will be treated as principal and will bear compound interest at the overdraft interest rate.



You agree to repay to ATB Financial the overdraft within sixty (60) calendar days of overdrawing the Account. Provided the overdraft, together with any interest and fees, has been repaid within the 60-calendar day period, you may again overdraw the Account. ATB Financial may demand payment at any time. Upon demand, you agree to pay the full amount overdrawn, together with interest owing and any applicable fees.

You will notify ATB Financial immediately of any adverse change in your financial circumstances. Upon request, you agree to provide ATB Financial with security to secure the overdraft and as collateral for overdraft repayment. You acknowledge that the terms and conditions of the security agreement will impose additional obligations upon you, and you agree to abide by the terms and conditions set out in the security agreement.

At your written notice, ATB Financial will terminate all overdraft protection as soon as reasonably practical to do so. Termination will not relieve you of your obligation to pay the full amount overdrawn, together with interest owing and any applicable fees to ATB Financial.

6. Charges, Interest and Fees

6.1. Use of Account

ATB Financial will record all transactions related to the use of, or in connection with the Account, as well as all interest, service charges, fees, credit notes, and adjustments.

ATB Financial reserves the right to refuse authorizations for any transactions from time to time without advance notice if we suspect unauthorized use or inappropriate transactions.

6.2. Changes to Interest Rate

ATB Financial's interest rates that are payable on deposits, and how interest is calculated, may vary from time to time. ATB Financial's current interest rates are set out on the Rate and Fee Schedule. If interest is payable on the Account, ATB Financial will advise you of the interest rate and any changes in the interest rate by way of a notice that will be provided, either by mail to your most recent address in ATB Financial's records, by posting a notice in ATB Financial branches, by posting on ATB Financial's website atb.com or by any other manner, at ATB Financial's option. Where the interest rate is based on a reference rate as agreed upon by you and ATB Financial and published on Bloomberg or another similar market-recognized publishing service (the **Initial Reference Rate**), and should such Initial Reference Rate cease to be published as noted above, the interest rate shall be set by ATB Financial using a then-existing benchmark rate in place of the Initial Reference Rate that ATB Financial reasonably concludes is comparable to the Initial Reference Rate. ATB Financial shall provide reasonable notice of the new benchmark rate selected by ATB Financial which notice may be provided before or after the effective date of the new benchmark rate. Where the reference rate is the Canadian Overnight Repo Rate Average (CORRA), or such other overnight rate, the reference rate shall reflect CORRA, or such other overnight rate, as the case may be, as it was on the immediately preceding date for which such reference rate was published.

6.3. Pre-authorized Debits

You must pay all pre-authorized debits charged to the Account or Debit Card. If a Debit Card is cancelled, you must notify any service providers who have authorization to charge transactions to the Account or Debit Card of the account closure. Although an Account may be closed, you will continue to be liable for any pre-authorized payment arrangements, which may still be charged to the Account.



Merchants may be enrolled in services with the network for ATB Financial to automatically provide new Debit Card details including the Debit Card number and expiry date to ensure that pre-authorized payments continue. If you wish to discontinue any such payments, you must provide written notice to the applicable merchant before the payment is charged to your Account and review your Statements to determine if the pre-authorized payments have in fact been discontinued.

6.4. Foreign Exchange

If you draw against the Account in a currency other than the denominated currency for such Account, we will convert the currency directly to the denominated currency for such Account, before the transaction is recorded on the Account, based upon the conversion rate set by us at the time the debit is posted to the Account. Please refer to Additional Services and Associated Charges for more information about conversion fees which is posted on ATB's website atb.com

6.5. Other Charges

You must pay all fees that apply to the Account and this Agreement. The current charges for these items are set out in the Rate and Fee Schedule. ATB Financial will charge these fees to the Account at the time they are incurred and can use any monies in the Account, or any other Account operated by ATB Financial for you, to do this. These charges include, but are not limited to:

- (a) any charges ATB Financial assesses for the handling of purported payments for the Account returned unpaid upon presentation for payment;
- (b) ATB Financial's service charges for the retrieval of sales slips, cheque copies, issuance of replacement Statements or Debit Cards, withdrawals from ABMs, over the counter/in-person services and credit bureau searches;
- (c) if we have consented to overdraft privileges for the Account, any charges ATB Financial assesses for these privileges;
- (d) the annual fee and any supplemental fee charged by ATB Financial for a Debit Card;
- (e) any administrative fee charged by ATB Financial for purchases, withdrawals or cheques made or drawn in a foreign currency;
- (f) any liability of the Account Holder incurred under any agreement with ATB Financial;
- (g) any charges for providing or responding to requests for information or access to business records; or
- (h) where permitted by provincial law, other administrative items.

7. Statements

7.1. Statements

ATB Financial will prepare a periodic billing statement (Statement) for the Account. A Statement will be sent every month; however, ATB Financial may not provide a Statement for an Account in which there has been no activity that month and nothing is owing.

The Statement will be sent to the address last provided to ATB Financial by you as indicated on ATB Financial's records. Any communication will be deemed to be sufficient communication to all of you. Each Statement will be deemed to have been received by you on the fifth (5) calendar day following the date of deposit by us of the Statement at a post office with postage properly paid, unless there is a postal strike or other disruption affecting mail delivery, in such case, you must contact ATB Financial monthly during such strike or disruption to obtain Statement information.



7.2. Statement Verification

You must notify ATB Financial promptly if you do not receive your Statement within seven (7) calendar days of when you normally receive it. ATB Financial is not responsible if you do not receive your Statement, including if your Statement is lost, misdirected or intercepted.

Upon receipt of your Statement, you must examine your Statement, each debit and credit entry, and each cheque and voucher and balance recorded. You must notify ATB Financial in writing of any discrepancies, irregularities, errors, omissions or objections with respect to any information contained in any Statement, entry or transaction posted to it within thirty (30) calendar days from the Statement date. If you do not notify ATB Financial as required, the Statement, entries, cheques and vouchers, and balances (except as to any alleged errors so notified) will be deemed to be conclusively correct, complete, authentic and properly binding upon you and charged to your Account and you are not entitled to be credited with any sum not credited in the Statement. In such case, ATB Financial will be released by you, from any claim for negligence, breach of this Agreement, breach of contract, breach of trust, breach of fiduciary duty or otherwise, in respect of the Statement and no claim may be made by you against ATB Financial for any item disclosed or omitted to be disclosed on the Statement. At any time, ATB Financial may correct any credit to your Account made by mistake.

You further agree that ATB Financial shall have no responsibility or liability whatsoever for any loss due to a forged or unauthorized signature made by a person who is or was your agent or employee.

You will have in place procedures and controls to supervise and monitor your agents and employees, and diligently supervise and monitor the conduct and work of all agents and employees having any role in the preparation of your Cheques and in your Statement reconciliation or other banking functions.

8. Liability

8.1. Joint and Several Liability

You agree that you shall be jointly and severally liable and responsible to ATB Financial for all transactions, obligations, liabilities and Debt heretofore and hereafter entered into or incurred on behalf or in the name of the Account Holder(s) in which ATB Financial is or may become interested where the same are entered into or incurred prior to the termination of this Agreement. This includes, but is not limited to, liability:

- (a) incurred through unauthorized use of a PIN number;
- (b) if the Account is in overdraft;
- (c) if Statements are only sent to one of you and not to any others; or
- (d) if a Debit Card is used before its valid date or after its expiry date.

8.2. Binding nature of agreement

The obligations of each Account Holder are not dependent upon any other person or persons or business signing this Agreement or being liable thereunder and an error in the business name will not affect the obligations of the undersigned.

This Agreement shall be binding on and enure to the benefit of each of the Account Holder and your and our successors and assigns.



9. General

9.1. Assignment

ATB Financial may assign its rights and obligations under this Agreement at any time to a third party. If we do, we may disclose information about you and the Account to anyone to whom we assign our rights provided they agree to maintain confidentiality. This Agreement is binding on you, your heirs, executors, administrators and other legal representatives, successors and assigns. You may not assign your rights and obligations under this Agreement unless you first obtain ATB Financial's prior written consent.

9.2. Notices and changes

Except as otherwise provided in this Agreement, any notice that is required to be given by ATB Financial under this Agreement may be given to you by: (i) a secure message posted on ATB Business; (ii) a message posted on any ATB Financial website; (iii) sent to your mailing address or facsimile last shown on ATB Financial's records; or (iv) delivered in person to the your place of business last shown on ATB Financial's records; or (v) when available, electronically; at that time, ATB Financial will ask for your consent to the notice delivery method (from those available, e.g. email, text) and you must also agree to any terms that apply in the consent.

Any notice you are required to give under this Agreement to ATB Financial must be in writing and conform 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 ATB Financial's address appearing on the most recent Statement.

Any notice delivered personally will be deemed to have been given and received on the day it is delivered at such address provided such day is a Business Day (or if such day is not a Business Day, on the next Business Day). Any notice mailed to a party will be deemed to have been given and received on the third (3rd) Business Day following the date of its mailing provided that during any period of mail service disruption notice will be delivered personally or transmitted by facsimile. Any notice transmitted by facsimile to a party will be deemed given and received on the first (1st) Business Day following the date of transmission. Any notice delivered electronically will be deemed given and received on the day it is delivered provided such day is a Business Day (or if such day is not a Business Day, on the next Business Day) and provided that the party sending such notice does not receive any notification indicating that such notice was not received by the intended recipient.

You agree to immediately notify ATB Financial of any change of name, Authorized Contact, Director, Councilor, Signing Authorities, agent or address (mail and email). ATB Financial is not responsible for your failure to review notices, and any consequences or losses that may arise as a result of such failure.

9.3. Waiver

No term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute waiver of or excuse for any other or subsequent breach.



9.4. Severability

If any portion of this Agreement shall for any reason be declared or deemed to be invalid or unenforceable, the validity of the remaining portions shall not be affected and shall remain in full force and effect.

9.5. Limitation period

Pursuant to the Limitations Act (Alberta), an action in debt in the Province of Alberta must be pursued within two (2) years from the time the default occurred. Notwithstanding this, this two-year limitation period will be extended to six (6) years for the purposes of enabling ATB Financial to enforce this Agreement.

9.6. Limitation on liability

Under no circumstances will ATB Financial be liable for any damages (including any special, indirect or consequential), or any loss of profits or revenues resulting from the use, or in connection with, a transaction, the Account, or this Agreement, our failure to perform any obligation due to events or reasons beyond our control, your failure to provide complete and correct information to ATB Financial, any systems or communications failure or malfunction, or any loss caused by your failure to have in place systems, procedures and preventative controls to monitor, supervise or train your own agents, employees, Signing Authorities to prevent forgery, unauthorized signature or instructions or material alteration or any loss arising therefrom.

9.7. Choice of law and jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Alberta and the federal laws of Canada applicable therein, and you agree to submit to the jurisdiction of the courts of the Province of Alberta.

9.8. Headings

The headings to each section of this Agreement are added for convenience and do not change the meaning of any provision of this Agreement.

9.9. Privacy notice

ATB Financial will collect, use and disclose your personal information (as defined in the applicable privacy legislation) in accordance with ATB Financial's Privacy Policy, a copy of which can be obtained at 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 this Account Agreement and in any other ATB Financial agreements in relation to the Account. For certain Services, you understand that it will be linked or directed to third party websites of Service Providers. You acknowledge 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 subcontractors), and ATB Financial may change such agents and the manner in which their duties are assigned.



You understand that some of these third parties, agents, or Service Providers may be located outside of Alberta or Canada, and your information (including personal information) may be transferred or processed outside of Alberta or Canada for these purposes. Personal information held with a third party, agent or Service Provider in another province or country is subject to the laws of that jurisdiction and may be collected, used or disclosed without your knowledge or consent where required or permitted by Applicable Law.

If you have any questions or concerns about the personal information that is collected and retained by ATB Financial, you can call us at 1-800-332-8383 or email our privacy officer at PrivacyOfficer@atb.com

9.10. Contact number

You may make inquiries about your Account by calling toll-free 1-800-332-8383.

10. Amendments

10.1. Amending agreement

Subject to the relevant notice provisions required by Applicable Law, ATB Financial may amend or modify this Agreement and any service fees, interest rates, obligations or rights under this Agreement from time to time by sending you a notice (written or electronic) or by posting a notice on our public Internet sites. You shall be deemed to have accepted such amendments or modifications if any transaction is conducted on the Account after the effective date of such notice. To obtain a copy of any changes or a current version of this Agreement, please visit our site at atb.com

ATB Financial may at any time amend any service or privilege available or offered or may at any time add or terminate any such service or privilege.

11. Termination

11.1. Termination

This Agreement may be terminated, at any time, by either party, by giving ten (10) calendar days' written notice of termination to the other party.

ATB Financial may immediately terminate this Agreement, without notice, if you:

- (a) become insolvent or bankrupt or a petition in bankruptcy is filed;
- (b) become subject to proceedings for the dissolution, liquidation or winding up of its affairs;
- (c) give notice of your intention to cease to carry on business;
- (d) conduct, or participate in, a fraudulent, inappropriate or suspicious transaction on your Account;
- (e) fail to make any payment when due or under this Agreement;
- (f) have, in ATB Financial's sole opinion, a material adverse change in your financial condition; or
- (g) are otherwise in default of any of the provisions of this Agreement or any other agreement with us.

Upon termination of this Agreement:

- (a) all Debt (whether posted to the Account, or posted in the future, including without limitation, all Debt not yet incurred or that has not been processed, accrued service charges, Legal Costs and interest accrued) must be immediately paid to ATB Financial;



- (b) ATB Financial may withdraw from any Accounts you hold with us, including any joint accounts, the amount necessary to pay the Debt;
- (c) all Cheques and all Debit Cards must be returned to ATB Financial;
- (d) your benefits and services will automatically end; and
- (e) you must notify any party who has authorization to charge transactions to the Account of the Account closure. Although an Account may be closed, you continue to be liable for any pre-authorized payment arrangement(s) which may still be charged to the Account.

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