

# BUSINESS/AGRICULTURE ACCOUNT AGREEMENT TERMS AND CONDITIONS (“ACCOUNT AGREEMENT”)

## 1. INTRODUCTION

This Account Agreement between Alberta Treasury Branches (“**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.

### 1.1. Definitions

In this Account Agreement, the words:

“**Account**” means all and any of your accounts with ATB Financial as identified on the Application 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.

“**Agreement**” means this Account Agreement. This Agreement replaces any prior agreement for any Account you may already have with ATB Financial.

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

“**Application**” means the online forms completed by the Account Holder to apply for the Account.

“**ATB Financial**” means Alberta Treasury Branches, operating as ATB Financial.

“**ATBOL**” means ATB Financial Online banking system service that may be used together with the Customer Card number and a password to permit an Account Holder to directly access the Account and the information from a personal computer.

“**ATBOL Administrator**” means an individual designated in writing or through ATBOL by you or another ATBOL Owner or ATBOL Administrator to ATB Financial from time to time. Administrator privileges include 1) the full use of ATBOL and all Services offered to the Business by ATB Financial; and 2) access to ATB Financial MasterCard information registered under the name of the Business.

“**ATBOL Administrator I.D.**” means a Customer Card assigned by ATB Financial for an ATBOL Administrator.

“**ATBOL Owner**” means an individual designated in writing or through ATBOL by you or another ATBOL Owner or ATBOL Administrator to ATB Financial from time to time. Owner privileges include 1) the full use of ATBOL and all Services offered to the Business by ATB Financial; and 2) access to Retail Personal account in the name of the ATBOL Owner; and 3) access to ATB Financial MasterCard information registered under the name of the Business.

“**ATBOL Owner I.D.**” means an individual designated in writing or through ATBOL by you or an ATBOL Owner or ATBOL Administrator to ATB Financial from time to time. User privileges include privileges allocated by an ATBOL Owner or ATBOL Administrator from time to time.

“**ATBOL User**” means an individual designated in writing or through ATBOL by you or an ATBOL Owner or ATBOL Administrator to ATB Financial from time to time. User privileges include privileges allocated by an ATBOL Owner or ATBOL Administrator from time to time.

“**Password**” means personal password used with your Customer Card number to access the Account through ATBOL.

“**ATBOL User I.D.**” means a Customer Card number assigned by ATB Financial for an ATBOL User.

“**Customer Card**” or “**ABM Card**” means your ATB Financial automated banking machine card, which may be used together with a PIN to access services provided at any Automated Banking Machine displaying one of the logos on the Customer Card, or which may be used together with a personal computer and a password to access services provided by ATBOL.

“**Legal Costs**” means all solicitor and client costs together with disbursements.

“**PIN**” means personal identification number used with your Customer Card to access the Account at any Automated Banking Machine displaying one of the logos on the Customer 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 Account Application and can also be obtained from any ATB Financial branch or at [www.atb.com](http://www.atb.com).

“**Services**” means all Account related services offered by ATB Financial.

“**We**”, “**our**”, and “**us**” refer to ATB Financial.

“**You**”, “**your**” or “**yours**” or “**the Business**”, or “**the Customer**” refers to the Account Holder.

Any words importing the singular number only shall include the plural and vice versa. All other capitalized terms in this Agreement have the meaning given to them elsewhere in this Agreement.

## 1.2. General Terms

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

- You accept the Application;
- or You conduct a transaction on the Account.

## 2. ACCOUNTS

### 2.1. 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.

### 2.2. 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.

### 2.3. Account Opening

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

All amounts posted or charged to the Account with, or in connection with, Customer Cards or Cheques, including but not limited to purchases, cash advances, 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 (the “**Debt**”).

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 fees as between a solicitor and his own client, and hold ATB Financial harmless from all claims against ATB Financial or any of its officers or employees, by reason of or arising from this Agreement or the use of the Account.

### 2.4. 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 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.

### 2.5 Telephone, Fax and Email Instructions

Subject to section 2.4, if we permit:

- We may accept instructions regarding the Account by telephone to the Customer Contact Centre or to the branch where the Account is held provided the instructions are consistent with the terms and conditions of the Account and identity can be verified to ATB Financial's satisfaction.
- We may accept instructions regarding the Account by fax to the Customer Contact Centre or to the branch where the Account is held provided the instructions are:
  - Signed by you, your Authorized Contact or Signing Authority (as applicable), and include the applicable name, Account number, and fax number
  - Legible and unambiguous
  - Consistent with the terms and conditions of this Agreement
- You, your Authorized Contact or Signing Authority may send instructions regarding the Account by electronic mail (“**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 instruction as fully authorized by and binding upon you. ATB Financial will not 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, provided ATB Financial acted in good faith believing such person to be you, your Authorized Contact or Signing Authority (as applicable) or such signature to be genuine.

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 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.

## 2.6. 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.

## 2.7. 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.

## 2.8. 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 immoveable, 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.

## 2.9. 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.

## 2.10. Use of Agents

ATB Financial is authorized to present for payment or acceptance or to collect any instrument through the Canadian Payments Association, 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 by reason of any act or omission of the Canadian Payments Association, or such financial institution, or other agent or by reason of loss, destruction or delayed delivery of any such instruments while in transit to or from the Canadian Payments Association, or such financial institution, or other agent or while in its possession.

## 2.11. Customer Card and PIN

Upon your request, ATB Financial may issue a Customer Card together with a PIN to enable you to use automated banking machines to make transactions and to obtain cash advances on the Account up to a maximum daily amount specified by us from time to time. You may also use the Customer Card and PIN to effect payment for purchases of goods and/or services from a merchant using a direct payment terminal.

You are responsible for advising and ensuring that the holder of the Customer Card does not disclose the PIN to any other person and to ensure that any record of the PIN is kept separate from the Customer 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 Customer 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 failed or delayed transaction, non-acceptance, or for any actions of a merchant.

As a security measure, ATB Financial may impose a limit(s) on, or review any, transaction made or attempted, using Customer Cards and the PIN. The Customer Cards are the property of ATB Financial and shall be returned to ATB Financial upon request.

## 2.12. ATB Online Banking

If you have chosen to enroll in ATB Financial Online Banking, ATB Financial may permit you to directly access your Account using either an identification number, or a Customer Card number together with a Password, from a personal computer to make transactions.

You are liable for each use, whether or not authorized by you, of an identification number or a Customer Card number together with a Password. ATB Financial is not responsible for

the unauthorized use of the Account. You will immediately notify ATB Financial of any error, suspected errors or unauthorized use or access in connection with use of the Account, and to provide ATB Financial with all evidence that ATB Financial may require to investigate such error, suspected error or unauthorized use or access.

You are required to designate in writing to ATB Financial, one or more responsible individuals as ATBOL Owners or ATBOL Administrators, each to make decision and execute documents in connection with this Agreement. Each ATBOL Owner or ATBOL Administrator may request ATB Financial, through ATBOL, to create Owner and Administrator and User I.D.s, and generally have full use of the ATBOL and the Services. You may add or delete an ATBOL Owner or ATBOL Administrator or ATBOL User by notice to ATB Financial. ATB Financial will provide an "ATBOL Owner I.D." or an "ATBOL Administrator I.D." or an "ATBOL User I.D." and instruction on use of ATBOL.

## 2.12.1. Bill Payments

If you give instruction through ATBOL by 12:59 a.m. Mountain Time, the bill payment company (or bill payment company's designate) will receive payment the next business day (Saturdays, Sundays and holiday on which ATB Financial bill payment units are closed, are not considered business days). 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 for any late payment penalties, fees, or interest imposed by your bill payment company under any circumstances. ATB Financial makes no warranties or representations of any kind whatsoever, whether express or implied, in connection with ATBOL and the Services, except as set out in this Agreement.

## 2.13. 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. and before 7:00 a.m. 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:
  - Set fees for the service
  - 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.
- (g) If an unauthorized person learns your SAC, you will immediately notify ATB Financial's Customer Service Centre by telephone, toll-free or collect.
- (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.

## 2.14. 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 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 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.

## 2.15. 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 creates or increases an overdraft, with any Cheque drawn by you, or any instrument, 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. ATB Financial may charge your Account for any instrument, cheque or item received by ATB Financial for credit or deposit to your Account even if that instrument, cheque or item is lost, stolen or otherwise disappears by any reason other than ATB Financial's negligence.

### 3. CUSTOMER CARDS

#### 3.1. Account and Customer Card Ownership

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

#### 3.2. Lost or Stolen Cards

If a Customer Card or Cheque is lost or stolen, or suspected to be lost or stolen, you must notify us immediately by calling our toll-free number at 1-888-282-5678.

If a Customer 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 Customer Card incurred through transactions in which only the Account number is used, up to a maximum of \$50.00, resulting from the loss or theft of the Customer 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 Customer Card that is incurred through transactions in which the Customer Card and PIN are used.

However, you will not be liable for any Debt directly resulting from the loss or theft of a Customer Card that is incurred after ATB Financial has been notified about the lost or stolen Customer Card.

#### 3.3. 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 overdraft privileges, or the Account until such time as the Account is not overdrawn.

If a Customer Card is cancelled or suspended:

- (a) the applicable Account Holder will cease to be entitled to the Customer Card benefits;
- (b) the Customer Card shall immediately be returned to ATB Financial;
- (c) ATB Financial may inform businesses honouring the Customer 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 any Customer Card or Cheque made prior to the time the Customer Card and/or Cheque are returned to ATB Financial; and
- (e) you must notify any service providers who have authorization to charge transactions to the Account of the account closure. Although an Account may be closed, you will continue to be liable for any pre-authorized payment arrangement(s) which may still be charged to the Account.

If a Customer Card is cancelled or suspended, ATB Financial shall not be liable for, and you release ATB Financial from, any loss, costs, or damages due to Customer Card privileges being cancelled.

### 4. 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 30 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 60 days of overdrawing the Account. Provided the overdraft, together with any interest and fees, has been repaid within the 60-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.

### 5. CHARGES, INTEREST AND FEES

#### 5.1. 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.

#### 5.1.1. 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 [www.atb.com](http://www.atb.com), or by any other manner, at ATB Financial's option.

#### 5.2. Pre-authorized Debits

You must pay all pre-authorized debits charged to the Account. If a Customer Card is cancelled, you must notify any service providers who have authorization to charge transactions to the Account 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.

#### 5.3. Foreign Exchange

If you draw against the Account in a currency other than Canadian dollars, we will convert the currency directly to Canadian dollars, 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, plus an administration fee as disclosed in the Rate and Fee Schedule.

#### 5.4. 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 Customer Cards, cash advances from automated banking machines, over the counter cash advances 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 Customer Card;
- (e) any administrative fee charged by ATB Financial for purchases, cash advances 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.

### 6. STATEMENTS

#### 6.1. 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.

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 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.

#### 6.2. Statement Verification

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

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 30 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 conclusively to be 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 unless: (i) the forged or unauthorized signature was made by a person who was at no time your agent or employee; (ii) the loss was unavoidable despite your having taken all feasible steps to prevent loss arising from forgery or unauthorized signature; (iii) the loss was unavoidable despite your having in place the procedures and controls to supervise and monitor your agents and employees; and (iv) the loss was caused solely by ATB Financial's negligence, fault or willful misconduct.

You will 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.

## 7. LIABILITY

### 7.1. 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 determination 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 Customer Card is used before its valid date or after its expiry date.

### 7.2. 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.

## 8. GENERAL

### 8.1. 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.

### 8.2. Notices and Change in Address

Except as otherwise provided in this Agreement, any notice to be given by ATB Financial under this Agreement will be deemed effectively given if sent by ordinary mail to the address provided by you last appearing on ATB Financial's Account records. You agree to immediately notify ATB Financial of any change of name, Authorized Contact, Director, Councilor, Signing Authorities, agent or address.

Any notice to be provided to ATB Financial under this Agreement must be directed to ATB Financial's address appearing on the most recent Statement.

### 8.3. 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.

### 8.4. 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.

### 8.5. Limitation Period

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

### 8.6. 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.

### 8.7. 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 you agree to submit to the jurisdiction of the courts of the Province of Alberta.

### 8.8. 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.

### 8.9. Privacy Notice

The personal information (as defined by the *Personal Information Protection Act*) being collected is for the purpose of opening and maintaining a business account and will be collected, used, disclosed and retained in accordance with the Terms and Conditions of this Agreement and ATB Financial's Customer Privacy Code.

### 8.10. Contact Number

You may make inquiries about your Account by calling toll-free 1-888-282-5678.

## 9. AMENDMENTS

### 9.1. 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 notice to you. 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.

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.

## 10. TERMINATION

### 10.1. Termination

This Agreement may be terminated at any time by either party by giving ten 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 Customer 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.