

ATB FINANCIAL® BUSINESS MASTERCARD® CARDHOLDER AGREEMENT (AGREEMENT)

Effective May 1, 2008

1. INTRODUCTION

1.1. Definitions

In this Agreement, the words:

ATB means Alberta Treasury Branches, operating as ATB Financial.

Business means the business identified on an application form for an ATB Alberta BusinessCard MasterCard, ATB Gold Rewards BusinessCard, ATB Alberta Agri-Industry BusinessCard MasterCard, ATB Gold Ag-Rewards BusinessCard MasterCard or any other application form for an ATB Business MasterCard, or if the application is completed verbally, shall be the entity in whose name the Card Account is opened.

Card means the ATB Alberta BusinessCard MasterCard, ATB Gold Rewards BusinessCard MasterCard, ATB Alberta Agri-Industry BusinessCard MasterCard, ATB Gold Ag-Rewards BusinessCard MasterCard or any other ATB BusinessCard MasterCard and any additional or replacement cards which may be issued to you or any Cardholder from time to time including, without limitation, any device deemed to be an ATB BusinessCard MasterCard.

Cardholder means each person to whom we issue a Card under this Agreement (and includes any Owners who have been issued Cards) and whose name is embossed on a Card and who is authorized to incur expenses on behalf of the Business in accordance with this Agreement.

Charges means all amounts posted or charged to each Cardholder Account or the Card Account with or in connection with a Card, or Cheque or both, or in connection with a Cash Advance, including but not limited to all amounts posted or charged in connection with the purchase price of goods and services, all costs, fees, service charges and any other amounts payable under this Agreement and under the Rate and Fee Schedule.

Owner means the owner, or each owner if more than one, identified on each ATB Alberta BusinessCard MasterCard, ATB Gold Rewards BusinessCard, ATB Alberta Agri-Industry BusinessCard MasterCard, ATB Gold Ag-Rewards BusinessCard MasterCard application form or any other application form for ATB Business MasterCard account in respect of the Business. If no Owner is specified on any such application form, the Owner shall be deemed to include only the Business.

Purchases mean goods or services (or both) obtained by a Cardholder from any merchant honouring the Card.

Rate and Fee Schedule means ATB's written statement of the interest rates, fees and other charges which are payable under this Agreement and in respect of the use of a Card. The Rate and Fee Schedule may be amended from time to time by ATB. A copy of the Rate and Fee Schedule will be provided with each Card and can also be obtained from any ATB branch or at www.atb.com.

We, our, and us refer to ATB.

You, your or yours means collectively, the Business and each Owner.

Any words importing the singular number only shall include the plural and vice versa. All other capitalized terms used in this Agreement and not defined above, are defined elsewhere in this Agreement.

1.2. General Terms

The Business and each Owner jointly and severally (and in Quebec solidarily) agree to, and are bound by, all of the terms and conditions of this Agreement if:

- a Card is accepted, used or allowed to be used in any manner; or
- the Card Account or any Cardholder Account is used.

If the Business and the Owner do not want to be bound by this Agreement (and provided none of the actions set out in a) or b) above has occurred), all Cards must be immediately cut through the magnetic stripe (and if the Card has a chip, must also be cut through the chip) or otherwise destroyed and returned to us at ATB Financial MasterCard P.O. Box 21063, Calgary, Alberta, T2P 4H5.

If applicable, this Agreement replaces any previous MasterCard cardholder agreement provided to you in relation to the Business. In addition, this Agreement will apply if we send any renewal or replacement Cards to you or to any Cardholder.

You acknowledge and agree that the Business and each Owner will bind each other in respect of all Debt incurred on the Card Account.

In consideration of ATB agreeing to extend credit to the Business, each Owner and the Business agree to be jointly and severally (and in Quebec, solidarily) liable for all indebtedness, liabilities and obligations of any kind whatsoever which the Business, the Owner or any Cardholder incur under this Agreement or under the Rate and Fee Schedule or in connection with the use of any Card, Card Account or Cardholder Account, including, without limitation all Charges posted to the Card Account and any Cardholder Account and all interest accruing or owing thereon (collectively, the "Debt").

2. ACCOUNTS AND CARD ISSUANCE

2.1. Account Opening and Card Issuance

Subject to the terms of this Agreement, we will open an account in the Business's name (**the Card Account**). We will lend money to the Business and the Owner by way of Charges to the Card Account in accordance with the terms of this Agreement.

To access the Card Account, we will issue a Card and MasterCard Cheques (**Cheques**) to the Business, the Owner(s), and on your request, we will issue a Card and Cheques to anyone who any of you authorize. If any of you direct us to issue a Card and Cheques to any person, by doing so, you are authorizing that person to incur expenses on behalf of your Business for which you will be responsible in accordance with the terms of this Agreement.

We will open a separate sub account of the Card Account (**the Cardholder Account**) for each Cardholder who any of you have requested we issue a Card to. Charges incurred with a Card will be charged to the Card Account by every Cardholder and will be Debt for which

the Business and the Owner shall be jointly and severally (in Quebec, solidarily) liable.

Unless we receive prior written instructions from the Business or any Owner to the contrary, we will issue renewal and replacement Cards to each Cardholder prior to the expiry date indicated on the Card last issued to them.

2.2. Authority and Instructions

If we permit, we may take instructions from the Business or the Owner without the approval of the other and each of the Business and the Owner confirm that they are designated agent for the other without further authorization. If we permit, the Business or any Owner may authorize additional Cards to be issued to Cardholders without notice to all of you.

2.3. Credit Limit

At or near the time the Card Account is opened, we will advise you of the maximum aggregate amount of Debt that may remain outstanding at any time in the Card Account. This amount will be the **Business Credit Limit** for the Card Account. We may, in our sole discretion, change the Business Credit Limit from time to time by providing notice to you. You may request ATB to change the Business Credit Limit at any time, however, we are not required to do so.

At or near the time the Card Account is opened, you may request the Card Account to be set up either on a restricted or unrestricted basis. You may request that we change the account type after it is opened, however, we are not required to do so. We may, in our sole discretion, change the account type from time to time by providing notice to you.

If the Card Account is set up on an unrestricted basis (**Unrestricted Basis**), each Cardholder will have access to the entire authorized Business Credit Limit. However, Cards must not be used in a manner which would cause the unpaid balance of the Card Account to exceed, at any time, the authorized Business Credit Limit of the Card Account in effect at such time. Although we are not required to, if we have permitted you to exceed the authorized Business Credit Limit of the Card Account, you must pay upon demand by us the amount that exceeds the Business Credit Limit and any over limit fee we may charge.

If the Card Account is set up on a restricted basis (**Restricted Basis**), you may request a credit limit for each Cardholder. This is the **Card Limit** for each Cardholder Account. The aggregate total of all Card Limits for all Cardholders Accounts must not at any time exceed the Business Credit Limit for the Card Account. Even if you have requested the Card Account be set up on an Unrestricted Basis, we have the right to set a Card Limit for each Cardholder and we may change the Card Limit for any Cardholder from time to time. We will advise each Cardholder what their current Card Limit is on the disclosure statement (**Card Carrier**) sent to them with their Card. If the account is set up on a Restricted Basis, each Cardholder will have access only to their Card Limit and once the applicable Card Limit has been reached by a Cardholder, the Cardholder will not be able to access their Cardholder Account until the next Statement Date after the Credit Limit has been reached (provided the required payment for the Card Account has been received by us) as Card Limits refurbish monthly on each statement cycle date. You are responsible for ensuring that each Cardholder observes their Card Limit and will continue to be liable to ATB if ATB permits the Card Limit to be exceeded. Although we are not required to, if we have permitted the authorized Card Limit to be exceeded, you must pay upon demand by us the amount that exceeds the Card Limit and any over limit fee we may charge.

2.4. PIN and Password

ATB may issue each Cardholder a personal identification number (**PIN**) to enable the Cardholder to use the Card.

At or near the time the Card Account is opened, you must advise us of the password to assign to the Card Account (**the Password**).

ATB will also provide the Cardholder with information on how to change their PIN and will provide you with information on how to change the Password. The PIN or Password may be changed from time to time, upon notice to us and in accordance with our procedures as then in effect; however, such change will only be effective once it has been inputted into our or our agent's systems.

2.5. Care of Control of PIN and Password

Protecting the security of the Card and Card Account is very important. You are responsible for the care and control of each Card, PIN and Password. You agree:

- To advise and ensure that a Cardholder does not disclose the PIN to any other person and keeps the PIN and Password strictly confidential. **Any person who uses the PIN or Password will be deemed to be acting as your agent and on your behalf, and will have the full authority with respect to Card Account if they use the PIN or Password (regardless of whether that person is a Cardholder or acting with your permission);**
- To advise and ensure that a Cardholder keeps the PIN and Password separate from the Card at all times;
- To advise and ensure that a Cardholder selects a PIN or Password that is not easily determined by others (a PIN or Password based upon a birthday, phone number, social insurance number, address, etc. must not be used);
- To take reasonable steps to ensure that no unauthorized persons know a PIN or Password, including while a PIN is keyed in or a Password is provided;
- That if the PIN or Password is used by any unauthorized person (either because you or a Cardholder intentionally disclosed it to them or otherwise), then you release us from any claim or liability whatsoever that you may have against us or them with respect to the use of that PIN or Password; and
- That if a PIN or Password is disclosed to any unauthorized person (intentionally or unintentionally) you will continue to be liable to ATB for Debt through the use of the PIN or Password unless otherwise indicated herein (whether or not such Debt was incurred by you).

2.6. Cheques

ATB may provide Cheques to each Cardholder which can be used to draw against the Card Account. You must ensure that the Cheques are kept in a secure location and shall immediately notify ATB if any Cheques are lost or stolen.

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

A stop payment on a Cheque is not permitted. ATB 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 upon demand.

3. CHARGES, INTEREST AND FEES

3.1. Use of Card

Between the validity date and the expiry date embossed on the Card, a Cardholder may use the Card and Cheques, as applicable, to charge to their Cardholder Account:

- a) the amount of all Purchases made using the Cardholder Account; or
- b) an advance of cash (if authorized) obtained through use of, or in connection with a Card or a Cheque including cash like transactions such as balance transfers, money orders, wire transfers, traveler's cheques and gambling transactions (including betting, off track betting, race track wagers, casino gaming chips and lottery tickets) (collectively, a **Cash Advance**)

If a bill payment is made from the Card Account or a Cardholder Account at an ATB Branch, or if permitted by ATB, at an ABM or via www.atbfinancialonline.com on the Internet, such payment will be treated as a Cash Advance. Bill payments made by pre-authorized charges to the Card Account or Cardholder Account or via a merchant's website on the Internet will be treated as Purchases.

Cards may be used either by a Cardholder presenting the Card to a merchant, or without physical presentation of the Card to a merchant (such as by mail order, internet, telephone or any other electronic means) and in any such case, the Cardholder will be deemed to have entered into the transaction as if the Cardholder physically presented the Card.

ATB will record all transactions (Purchases and Cash Advances) related to the use of, or in connection with, a Card or Cheque, or both, as well as all applicable interest, service charges, fees, credits, and adjustments relating to such Card or Cheque on the Cardholder Account assigned to that Card or to the Card Account. **All transactions posted to each Cardholder Account (or to the Card Account) shall constitute a charge to the Card Account.**

Goods or services which have been obtained with the Card may not be returned for a cash refund.

A Card must only be used by the Cardholder in whose name it has been issued. Each transaction made on the Card Account and on the Cardholder Accounts will be only for commercial or business purposes. The Card must not be used for any illegal, improper or unlawful purpose. **ATB reserves the right to refuse authorizations for any transactions from time to time without advance notice if we suspect unauthorized use of the Card or Cardholder Account.**

3.2. Interest Grace Period and Interest Charges

3.2.1. Interest Grace Period

If the entire balance on a particular Statement is paid by the payment due date shown on that Statement (**Payment Due Date**) ATB will waive the interest charges on those Purchases which appear on that Statement for the first time. However, if the entire balance of a Statement is not paid by the Payment Due Date for that Statement, interest on Purchases will not be waived and will accrue from (and including) the date the Purchase transaction is recorded on the Card Account.

Interest is never waived for transactions which are Cash Advances or for Cheques.

3.2.2. Interest

In this Agreement **New Balance** means the total of any previously billed Charges (including all accrued interest thereon) that are shown as a "previous balance" on the Statement, plus the total of any new advances on the Statement including Cash Advances, Cheques, Purchases, interest charges, fees and any other new Charges on the Statement that have not been previously billed.

Interest will be charged as follows:

- a) if you pay in full by the Payment Due Date the entire New Balance shown on your Statement, interest will be charged only on:
 - (i) Cash Advances from (and including) the date the Cash Advance, Balance Transfer or Cheque, as the case may be, is recorded on the Card Account (as indicated by the post date on the Statement); and
 - (ii) all other Charges (including all accrued interest thereon) shown on the Statement which also appeared on the previous Statement, and in both cases will continue to be charged until payment of such amounts have been received and applied, in accordance with the terms of this Agreement, and, if necessary even after we have obtained judgment
- b) if you do not pay in full by the Payment Due Date the entire New Balance shown on your Statement, interest will be charged on:
 - (i) Cash Advances, Cheques and Balance Transfers, in the same manner as set out in 3.2.2 (a) (i) above;
 - (ii) Purchases, fees, and other charges which appear on your Statement for the first time from (and including) the date each transaction or amount is recorded on the Card Account (as indicated by the post date on the Statement); and
 - (iii) all other Charges (including all accrued interest thereon) shown on the Statement, and in all circumstances, will continue to be charged until payment of such amounts have been received and applied, in accordance with the terms of this Agreement, and, if necessary even after we have obtained judgment.

Interest is calculated daily by:

- a) multiplying the total daily interest bearing balance comprised of Purchases, fees, and charges on each Cardholder Account at the end of each day by the annual rate of interest for Purchases in effect for that day and dividing that by the actual number of days in a year; and
- b) multiplying the total daily interest bearing balance comprised of Cash Advances, Balance Transfers and Cheques on each Cardholder Account at the end of each day by the annual rate of interest for Cash Advances in effect for that day and dividing that by the actual number of days in a year.

For each Statement, to determine the amount of interest owing we add together all of the interest charges for each day in the billing period in respect of that Statement, calculated as set out above. Although interest is calculated daily, it is only added to your Charges as of each Statement Date at the applicable rate depending on the type of transaction.

Where you do not pay the entire New Balance in full by the Payment Due Date, interest will be compounded monthly on the Statement Date. This means that the amount of any outstanding unpaid interest will be added to your Charges and will accrue interest at the rate and in the manner applicable to the Charges in respect of which it was incurred.

The annual interest rates that will be used to calculate the interest charges under this Agreement will be the rates shown on the Card Carrier and will also be disclosed on each Statement. The interest rates will be expressed as annual percentage rates.

3.2.3. Changes to Interest Rate

The interest rates may change from time to time, may vary depending on the type of Card and as set out in this Agreement. Unless otherwise specified in this Agreement or in the Rate and Fee Schedule, ATB will provide 30 days notice to you of any changes to the interest rates or to the method of calculating interest. Upon the expiry of the 30 days, the new interest rate will apply and be indicated as a percent per annum on the Statement and in the Rate and Fee Schedule. If any Card is used or any Debt remains unpaid after the effective date of a change to the interest rate, you will be deemed to have agreed to the change.

Notwithstanding any other provision of this Agreement, if the interest rate is based upon ATB's prime lending rate then, in such circumstances, the:

- a) applicable rate used to calculate interest for the entire billing period in respect of a Statement will be the rate in effect on the billing date of the Statement (the **Statement Date**) for that billing period; and
- b) the interest rate will change automatically without prior notice upon a change to ATB's prime lending rate.

3.3. Charges Made in Foreign Currency

All amounts owed to ATB under this Agreement must be paid in Canadian currency.

All Purchases and Cash Advances (except Cheques) made in a currency other than Canadian dollars effected through the use of a Card will be converted into Canadian dollars, before they are recorded on the Card Account. For Purchases, the currency will be converted based upon the conversion rate set by MasterCard International Inc. at the time the foreign transaction is presented for payment by a merchant or acquirer to MasterCard International Inc. In addition, an administrative premium set by ATB from time to time as disclosed in the Rate and Fee Schedule will be added to the converted amount. For Cash Advances, the currency will be converted based upon the conversion rate set by MasterCard International Inc. at the time the Cash Advance is made. In addition, an administrative premium set by ATB from time to time as disclosed in the Rate and Fee Schedule will be added to the converted amount. Additionally, for Cash Advances, cash advance fees (as disclosed in the Rate and Fee Schedule), will be charged to the Card Account and will be displayed separately on the Statement.

If you receive a credit to the Card Account for a Purchase made in a foreign currency, before it is recorded on the Card Account, it will be converted into Canadian dollars based upon the conversion rate set by MasterCard International Inc. at the time the foreign transaction is presented to us for payment by MasterCard International Inc. In addition, an administrative premium as disclosed in the Rate and Fee Schedule will be charged by us on the converted amount.

In either case, the conversion rate that is used when the transaction is posted to the Card Account may be different than the conversion rate in effect on the date of the transaction or credit. As a result, for credit transactions made in respect of a prior related foreign transaction, the Canadian dollar amount that is credited to the Card Account may not be the same as the Canadian dollar amount that was originally posted to the Card Account. In addition, the conversion rate disclosed on the Statement on the date the transaction is posted to the Card Account may not be the same as the conversion rate in effect on the date of the Purchase, Cash Advance or credit, as the case may be.

The rate (which shall include both the conversion rate and ATB's administrative premium) for each foreign currency transaction or credit converted into Canadian dollars and posted to the Card Account will be disclosed on the Statement for the period in which the foreign currency transaction was conducted.

If you use a Cheque to draw against the Card Account denominated in a currency other than Canadian, we will convert the currency into Canadian dollars, before the transaction is posted on the Card Account, based upon the conversion rate set by us at the time the Cheque is posted to the Card Account. In addition, an administrative premium set by ATB from time to time as disclosed in the Rate and Fee Schedule will be added to the converted amount.

3.4. Pre-authorized Debits

You will be responsible for all preauthorized debits charged to the Card Account, even those charged to the Card Account after this Agreement has ended, a Card is cancelled or your Card Account is closed. If a Card is cancelled or your Card Account is closed, you must notify any merchants who have authorization to charge transactions to the Cardholder Account or the Card Account of the Card cancellation or account closure. Although a Card may be cancelled or an account may be closed, you will continue to be liable for any pre-authorized payment arrangements which may still be charged to the Cardholder Account or the Card Account. If you wish to discontinue any such payments, you must provide written notice to the applicable merchant before the payment is charged to your Card Account and review your Statements to determine if the pre-authorized payments have in fact been discontinued. Depending on your agreement with the merchant, we may not, however, be able to discontinue the pre-authorized payments.

3.5. Other Charges

You must pay all fees that apply to the Card Account, each Cardholder Account and the fees set out in this Agreement and the Rate and Fee Schedule. The fees may be changed or supplemented by notice to you in accordance with Section 11.2.

3.6. Balance Transfers

A balance transfer (a **Balance Transfer**) occurs if we have approved the transfer to your Card Account of all or part of an outstanding balance owing by you on a credit, charge account or loan with another credit card issuer or financial institution designated by you (the **Payee**).

A Balance Transfer is charged to your Card Account as a Cash Advance and is subject to interest from (and including) the date the amount is recorded on the Card Account (as indicated by the post date on the Statement).

If you ask us to make a Balance Transfer, you authorize us to verify the status and balance of such other account. We will process Balance Transfers within 3 to 5 business days of your request; however we cannot control when the Payee will credit your account with them (that is, your account with the Payee). You will still be responsible for paying any amounts you owe to the Payee both before and after we add the Balance Transfer to your Card Account. We are not responsible for any charges that may be imposed by the Payee as a result of paying the Balance Transfer on your behalf, any delays with respect to paying the Balance Transfer or for any other matters related to such other account with the Payee.

4. STATEMENTS

4.1. Statements

We will prepare a periodic billing statement (**Statement**) for the Card Account. A Statement will be sent every month, depending on the billing cycle, however, we will not provide a Statement for a Card Account for a billing period in which there has been no activity and where there is nothing owing on the Card Account or if there is a credit balance as at the Statement Date. If Statements are issued in consecutive months, such Statements shall be issued between four to five weeks after the prior issued Statement unless a change of billing date has been requested by you.

ATB will send the Statement to any one of you and may not send a separate Statement to each of you. The Statement will be sent to the address last provided to ATB by you as indicated on ATB's records. Any communication to one of you 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 monthly during such strike or disruption to obtain Statement information to enable you to make the payment obligations under this Agreement and to keep your Card Account current and in good standing.

4.2. Statement Verification

You will review each Statement and you must notify ATB in writing of any discrepancies, errors, or omissions with respect to any information contained in the Statement, or any entry or transaction posted to it within 30 days from the Statement Date, failing which the Statement (except any amount that has been credited to the Card Account or a Cardholder Account) will be deemed to be conclusively correct and complete and will be binding upon you. In such case, ATB will be released by you from any claims in respect of the Statement and no claim may be made by you against ATB for any item disclosed on the Statement.

5. PAYMENTS AND APPLICATION OF PAYMENTS

5.1. Minimum Balance Due

You must make a minimum monthly payment (**Minimum Balance Due**) by the Payment Due Date for each Statement, as follows:

- by making a partial payment equal to the greater of \$10.00 or 3% (or 1% in the case of the ATB Alberta Agri-Industry BusinessCard MasterCard) of the New Balance shown on the Statement;
- by paying the New Balance shown on the Statement; or
- by making any payment greater than the amount in 5.1 (a).

If the New Balance on the Statement is less than \$10.00, it must be paid in full.

In addition, any amounts which exceed the Business Credit Limit must be paid immediately (whether or not a Statement disclosing this excess has been provided).

5.2. Applying Payments

Payments will be credited to the Card Account when received and cleared by us. Payments do not automatically adjust the available Business Credit Limit or Card Limit. This generally occurs within one to three business days following receipt and clearing of payment, depending on how the payment is made. If a payment is received by us after our normal business hours, or on a non-business day, that payment will be treated as if it were received on the next business day.

Payments will be applied towards the payment of the New Balance on the Card Account in the following order, unless otherwise notified by us:

- first to interest charges;
- then to creditor insurance
- then to any annual or monthly fees, overlimit fees, cash advance fees and any other fees and charges;
- then to Balance Transfers;
- then to other Cash Advances (including cheques); and
- then to Purchases;

If you have paid more than your New Balance, we will apply the extra payment to amounts that have not yet appeared on your Statement, but which have been posted to your Card Account, in the following order:

- first to Purchases;
- then, to any annual or monthly fees, overlimit fees, cash advance fees and any other fees and charges;
- then to Balance Transfers;
- then to other Cash Advances (including Cheques); and
- then to disputed items.

In each category of charges, we apply the payment to the transactions bearing the lowest interest rate first. Promotional offers may vary the order in which payments are applied. We may change the order in which payments are applied at anytime without notice.

5.3. Credits

Credits issued to a Cardholder by any merchant in respect of Purchases will be credited to the Card Account when received by ATB and will affect the daily interest bearing balance only when the credit transaction has been posted to the Card Account. If ATB does not

receive the credit advice prior to the time the related charge is included in a Statement, you must make the payment based on the balance shown on the Statement without consideration of the credit. If interest has been charged as a result of a transaction prior to receipt by us of the credit, we will not refund the interest charged.

Although we are not obligated to do so, if we credit the Card Account, all of your rights and claims in respect of the credit are automatically assigned to us. In such cases, you agree to execute any documents we may reasonably require in relation to such assignment.

6. LIABILITY

6.1. Liability for Debt

Subject to paragraph 7.2, the **Business and the Owner and each of them are jointly and severally (and in Quebec solidarily) liable to ATB for all Debt charged to the Card Account and to each Cardholder Account by any Cardholder, no matter how it is incurred, or who has incurred it** and even if:

- It is incurred through unauthorized use of a PIN number or Password;
- The Debt exceeds the Business Credit Limit;
- The Card Limit for a Card is exceeded;
- Statements are sent only to the Business or only to an Owner and not to each of them;
- As between the Business and a Cardholder, any Debt was incurred through the improper use of the Card or Cheques by the Cardholder; or
- A Card is used before its valid date or after its expiry date.

ATB may, without notice, apply any money the Business or the Owner may have on deposit with ATB against any Debt not paid to ATB as required under this Agreement.

7. CARDS

7.1. Account and Card Ownership

All Cards remain the property of ATB at all times. ATB may request the return of and replace a Card at any time. Neither the Business, the Owner nor a Cardholder can assign or transfer to any party the Card Account, the Cardholder Account or this Agreement.

7.2. Lost or Stolen Cards

If a Card, Cheque, PIN or Password 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-ATB-5678.

If a Card, PIN or Password is lost or stolen, unless otherwise prohibited by law, you will be jointly and severally (and in Quebec solidarily) liable to ATB for:

- All Debt incurred through Purchases charged to the Card Account without the use of a PIN or Password and as a result of unauthorized use of a lost or stolen Card, up to a maximum of \$1000.00; and
- All Debt incurred through Purchases charged to your Card Account through transactions in which a Card and PIN or Password are used

Notwithstanding the foregoing, you will always be jointly and severally (and in Quebec solidarily) liable to ATB for all Debt incurred in relation to Cash Advances. However, neither the Business nor the Owner will be liable for any Debt resulting from the loss or theft of a Card, PIN or Password that is incurred after ATB has been notified of the loss or theft.

If any Cheques are lost or stolen, you will also be jointly and severally (and in Quebec solidarily) liable to ATB for all Debt incurred before you notify us of the lost or stolen Cheques.

7.3. Card Cancellation

You may cancel a Card and a Cardholder's Account by providing written notice to ATB. ATB has the right at any time at its sole option and discretion without notice to anyone, to cancel any Card and to cancel or withdraw all rights or privileges in respect of a Card, a Cardholder's Account, or the Card Account.

If the Debt outstanding on a Cardholder's Account exceeds the Card Limit for that Card, ATB may, but is not required to, suspend use of the Card and the Cardholder Account until such time as the Debt for the Cardholder Account is within the applicable Card Limit.

If a Card is cancelled or suspended:

- The applicable Cardholder will cease to be entitled to the Card benefits;
- The Card shall immediately be returned to ATB;
- ATB may inform businesses honouring the Card that it has been revoked or cancelled;
- You shall continue to be liable for all Debt charged to the Cardholder Account incurred through the use of any such Card or Cheques made prior to the time the Card and Cheques are returned to ATB; and
- You must notify any service providers who have authorization to charge transactions to the Cardholder Account of the Card cancellation. 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 Cardholder Account.

The rights of ATB in this Section 7.3 are in addition to the rights of ATB upon a Default Event.

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

7.4. Optional Features and Benefits

Different types of Cards may come with different features. Some of these features are available at an additional cost to you. If these optional features apply to your Cards we will send you a separate document disclosing any additional terms and conditions applicable to those features. By using the Card after receipt of those additional terms, you agree to be bound by those terms (as may be amended from time to time). In such case, you may not refuse to pay us any amount charged to the Card Account for such benefits or services.

Third parties independent of ATB may provide some or all of its optional features and in such cases, ATB is not liable for them in any way. We are not liable for any service or benefit not directly supplied by us and any disputes with any party providing such service or benefit must be settled directly with them.

8. TERMINATION

8.1. Termination

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

In addition, ATB may immediately terminate this Agreement, without notice, if either the Business or Owner, or both:

- a) becomes insolvent or bankrupt; or a petition in bankruptcy is filed;
- b) is subject to proceedings for the dissolution, liquidation or winding up of its affairs;
- c) gives notice of its intention to cease to carry on business;
- d) fails to make any Minimum Balance Due on or before the Payment Due Date for that payment or otherwise fails to make any payment when due under this Agreement;
- e) is otherwise in default of any provision of this Agreement or any other agreement either the Business, the Owner or either of them may have with ATB; or
- f) has, in ATB's sole opinion, a material adverse change in their financial condition.

(Items (a) – (f) each a **Default Event**)

Upon termination of this Agreement (whether for a Default Event or otherwise):

- a) all Debt (whether posted to the Card Account or a Cardholder Account), or incurred but not yet posted, including without limitation, accrued service and interest charges must immediately be paid to ATB, together with any interest on all such amounts calculated at the annual rates of interest payable under this Agreement;
- b) we may withdraw funds from any accounts you hold with us, including any joint accounts, the amounts necessary to satisfy all outstanding Debt;
- c) all Cards will be cancelled and all Cards and Cheques must be returned to ATB;
- d) your benefits, services and overages will automatically end;
- e) you must notify any service providers who have authorization to charge transactions to the Card Account or any Cardholder 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 Card Account.
- f) we are not obligated to advance any further funds or credit to you; and
- g) the Business and the Owner must pay, on demand, all expenses, costs and disbursements, which may be incurred by ATB in the enforcement of this Agreement and any security, including legal fees as between a solicitor and his own client.

Cancellation or suspension of a Card, a Card Account or the Cardholder Account or the termination of this Agreement will not affect your obligation to pay all amounts owing to ATB.

9. AMENDMENTS

9.1. Amending Agreement

Subject to the relevant notice provisions required by applicable law, ATB may amend or modify this Agreement and any services fees, interest rates, Card Limits, obligations or rights under this Agreement from time to time upon notice to you.

You shall be deemed to have accepted such amendments or modifications if any Card is used or any Debt remains unpaid after the effective date of such notice.

ATB 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. PERSONAL INFORMATION COLLECTION AND USE

From time to time, we will collect, use and disclose your Personal Information (as defined in the applicable personal protection legislation) in accordance with our Privacy Notice, a copy of which can be obtained at www.atb.com, or at any of our branches. In particular, we may, but are not required to:

- a) collect credit and other financially-related information (including information related to your transactions) about you which we have received from you, from service arrangements you have made with or through us, from credit bureau or personal information agent and other financial institutions, and from references you have provided to us or from any other person to the extent allowed by applicable law;
- b) use your Personal Information:
 - i. to provide you with services you request from us;
 - ii. to determine your current and ongoing financial situation for products you request from us;
 - iii. to provide such portions of your personal information as may be relevant to determining your credit worthiness to credit bureaus, personal information agents and other financial institutions; and
 - iv. to provide such portions of your personal information as may be necessary to other parties who service your account on our behalf.
- c) disclose your personal information to purchasers or potential purchasers of all or part of our business.
- d) use your Personal Information:
 - i. to promote our services to you and add your information to our client lists which we prepare and use for this purpose; and
 - ii. to promote the goods or services of third parties by disclosing your personal information to such parties solely so that they may promote their goods and services to you; and
- e) offer you promotional offers for the Card Account for a specified period of time and on specified terms and conditions, including offers that temporarily lower the interest rate on specified transactions. In such case, we will explain the terms and conditions of the promotional offer in the material provided to you. If you use any Cheques or material provided to you with the promotional offer, or otherwise take advantage of the offer, you will be bound by the terms and conditions of the offer. If the time specified in the offer ends, or if you are in default of this Agreement, (whichever occurs first), the terms of the offer will automatically end without notice to you and the terms and conditions of this Agreement regarding interest rates and payments will apply.

If you do not want us to use your information for any of the purposes listed in d) or e) above, please contact us at 1-888-282-5678;

The file containing your personal information will be held at our offices and only our employees, mandataries, agents and service providers who require it for the purposes of their duties

or obligations will have access to this file. To the extent provided by applicable law, you may obtain information on (i) how to have access to the file concerning you held by us or by the personal information agent, (ii) the content of any credit report or recommendations from the personal information agent obtained by us or (iii) how to request access to and the re-tification of the information held in your file by contacting 1-888-282-5678.

Some of our service providers may be located outside Canada and your personal information may be transferred outside of Canada for the purposes outlined above. These service providers are subject to legal requirements in foreign jurisdictions applicable to those organizations, for example lawful requirements to disclose personal information to government authorities in those countries.

You hereby consent to the collection, use and disclosure of your personal information as outlined herein.

11. GENERAL

11.1. Assignment

ATB 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 Card Account and the Cardholder Accounts to anyone who we assign our rights provided they agree to maintain confidentiality.

11.2. Notices and Change in Address

Any notice to be given by ATB under this Agreement will be deemed effectively given if sent to the address provided by you last appearing on ATB's MasterCard records. You agree to immediately notify ATB of any change of address.

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

11.3. Waiver

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is 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 different or subsequent breach.

11.4. 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.

11.5. Limitation Period

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

11.6. Limitation on Liability

We shall not be responsible for any defect in, or the quality of, any goods or services obtained from a business by use of the Card or Cheque, or both, nor for any losses resulting from and disclosure by a Cardholder of a Card or PIN number or Password. Any claim or dispute between you or Cardholder and any business, with respect to any charge, including any right to set-off or compensation, shall be settled directly between you or Cardholder and the business and shall have no effect on your indebtedness to us.

Under no circumstances will ATB be liable for any damages (including any special, indirect or consequential), any loss of profits and revenues:

- a) **resulting from the use, or in connection with, a Card or this Agreement;**
- b) **if any business refuses to honour the Card, does not accept Cheques, or for any other problems you or Cardholder might have with any business; or**
- c) **if a Card is not honoured or accessible.**

11.7. 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.

11.8. 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.

11.9. Contact Number

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

11.10. Language

This Agreement and all related documents have been drafted in the English language at the express request of the parties. Le présent document ainsi que tous documents s'y rattachant ont été rédigés en langue anglaise à la demande expresse des parties.

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ATB Financial[®]
Where there's a way