

ATB Corporate Creditor Services **Standard Terms and Conditions**

effective (November 1, 2019)

(Formerly called the Electronic Services Credit Services agreement)

This Agreement governs the Company's use of the Services provided by ATB Financial. The Company is bound by this Agreement upon acceptance of the Enrollment Form by ATB Financial. ATB Financial has the right to determine whether to accept the Enrollment Form in its sole discretion. The terms and conditions in this Agreement are in addition to any other agreements the Company may have with ATB Financial, as may be amended or supplemented from time to time.

1. Definitions

In this Agreement, unless the context otherwise requires:

- (a) **"Account"** means an account at ATB Financial or another financial institution designated by the Company and agreed in writing by ATB Financial;
- (b) **"Agreement"** means the Enrollment Form and these terms and conditions together with the pricing schedule, each as from time to time may be supplemented or amended;
- (c) **"ATB Customer"** means Bill Payment Remittance Settlement will be effected through an Account that the Company holds with ATB Financial;
- (d) **"ATB Financial"** or **"ATB"** means Alberta Treasury Branches;
- (e) **"ATB Online Business"** is the ATB business online system that may be used by the Company to access the Services through a personal computer or mobile device in accordance with the terms and conditions of its access and services agreement;
- (f) **"Bill Payment Remittance Reporting"** means the information contained in the Remittance and any other data and information agreed to pursuant to the terms of this Agreement;
- (g) **"Bill Payment Remittance Settlement"** is the service provided by Payments Canada members pursuant to the Payments Canada Rules which facilitates a Corporate Creditor having its Remittances accepted for payment at Payments Canada members' branches. Bill Payment Remittance Settlement includes the exchange and reconciliation of these Remittances and the calculation of the resulting amounts owing between Payments Canada members;
- (h) **"Business Day"** means a day, other than a day directed by the *Bills of Exchange Act* to be observed as a legal holiday or non-judicial day, on which ATB Financial is open for business;
- (i) **"Company"** means the company applying for the Services, as noted on the Enrollment Form;
- (j) **"Corporate Creditor"** means any business, association, government or other entity that accepts Remittance Amounts under these Services;
- (k) **"Corporate Creditor Identification Number"** or **"CCIN"** means a non-transferable identification number issued by the Payments Canada to the Company that uniquely identifies the Company for the purpose of Bill Payment Remittance Settlement;
- (l) **"Payments Canada Rules"** means the rules and standards published by the Payments Canada related directly or indirectly to the Services including, without limitation, Payments Canada Standard 006 and Payments Canada Rules E3 and H6;
- (m) **"Electronic Data Interchange"** or **"EDI"** means the computer-to-computer electronic exchange of business documents in the format prescribed by the Payments Canada Rules;
- (n) **"Enrollment Form"** means ATB Financial's form titled 'ATB Corporate Creditor Services Enrollment Form';
- (o) **"FI"** means a financial institution, including ATB Financial, that has agreed to collect and exchange the Remittances and Remittance Amounts on behalf of the Company;
- (p) **"Invoice"** means a paper-based document issued by a Corporate Creditor to its customer as a request for payment. An Invoice generally consists of a Remittance and a Receipt;
- (q) **"Parties"** means ATB Financial and the Company, being the parties to this Agreement;
- (r) **"Payment Date"** means the day on which the Payor pays the Remittance Amount at a FI, subject to the FI's daily cut off times for accepting payments;
- (s) **"Payor"** means a customer of the Company or someone acting on that customer's behalf who pays the Remittance Amount at a FI in respect to a Remittance;
- (t) **"Payor Identifier Number"** means the number assigned by the Company to the account of the Payor used to identify the Payor to the Company;
- (u) **"Receipt"** means the portion of an Invoice that, if presented, is date-stamped by the Payor's FI at the time of payment, and that may be retained by the Payor as proof of payment;

- (v) “**Remittance**” means the portion of an Invoice conforming to the Payments Canada Rules or the electronic data which the Payor submits to the FI along with payment;
- (w) “**Remittance Amount**” means the amount in Canadian funds submitted by a Payor in payment of a Remittance; and
- (x) “**Services**” means the process by which ATB Financial receives and distributes Remittance Amounts collected from various Payors and/or various FIs for credit to the Account in accordance with this Agreement, plus the Bill Payment Remittance Reporting incidental thereto.

2. Purpose

The purpose of this Agreement is to authorize ATB Financial to act on behalf of the Company to facilitate the collection and exchange of Remittances and Remittance Amounts from FIs.

3. Set Up Arrangements

If the Company selects ‘EDI - Electronic Data Interchange’ under the ‘Bill Payments Remittance Settlement’ section of the Enrollment Form and provided that this selection is accepted by ATB Financial, then the Company can provide a CCIN to ATB Financial in respect to each form of Remittance. ATB Financial is hereby authorized to disclose to the Payments Canada and other FIs this Agreement, the Remittance and such other information as ATB Financial deems necessary.

4. Implementation Date

Where ATB Financial is acting as a Payee’s FI (as defined in Payments Canada Rules), it shall proceed to notify other FIs of this Agreement and shall advise the Company as to the implementation date of this Agreement and the identity of FIs that have agreed to accept Remittances. The Company agrees that where ATB Financial is acting as a Payee’s FI, it shall not, during the term of this Agreement, enter into any other agreement for the services provided hereunder using the same CCIN.

5. Payment Date

The Company agrees that Remittance Amounts shall be deemed to have been paid to the Company on the Payment Date notwithstanding that the Company receives payment at a subsequent date. The Company acknowledges that a FI shall accept any Remittance Amount presented by a Payor irrespective of the amount specified as payable on a Remittance.

6. ATB Financial Obligations

ATB Financial agrees:

- (a) to process and forward to the Account all Remittance Amounts received from FIs other than ATB Financial on the same Business Day as received by ATB Financial;
- (b) to process and forward to the Account all Remittance Amounts paid at a branch of ATB Financial no later than the Business Day following payment of the Remittance Amount; and
- (c) to deliver all Bill Payment Remittance Reporting to the Company by way of ATBOnline Business or to the Company’s FI by way of Electronic Data Interchange transmission, as applicable. The Bill Payment Remittance Reporting will include, without limitation, the Payment Date, the Payor Identifier Number, the Payor’s name, ATB Financial’s internal reference number, and the Remittance Amount. Bill Payment Remittance Reporting available by ATBOnline Business is restricted to ninety calendar days’ history from the Payment Date; Bill Payment Remittance Information greater than ninety calendar days but less than one year from the Payment Date may be obtained by the Company from ATB Financial by email request made to ATBCreditorOperations@atb.com or by fax request made to (403) 974 – 5295. Subject to a download of the available Bill Payment Remittance Reporting by the Company, in .csv or other format, this Bill Payment Remittance Reporting shall cease remaining available to the Company by ATB Financial as of one year from the Payment Date.

7. Discrepancies and Dishonoured Remittance Amounts, Dealing with Payors

The Company agrees:

- (a) to return to ATB Financial any Remittances and the associated Remittance Amount where the Payor cannot be identified (an “**Unidentified Payment**”);
- (b) to promptly notify ATB Financial of any discrepancy between the actual funds deposited into the Account and the applicable Remittance Amounts and provide such further information and assistance as ATB Financial may reasonably require;
- (c) to pay to ATB Financial any and all amounts that may be paid in error by ATB Financial or any other FI in respect of any Remittance Amount erroneously credited or debited by ATB Financial or any other FI pursuant to this Agreement;
- (d) to permit ATB Financial to debit the amount of any dishonoured payments made by the Payor plus any applicable costs and charges from the Account; and
- (e) to be solely responsible for all enquiries, requests, questions, complaints, disputes and other issues from Payors or other persons arising out of, or relating to, the Services.

8. Company Obligations

The Company agrees:

- (a) to comply with the Payments Canada Rules including, without limitation, rules in respect to the form and content of Remittances and to comply with all other laws, rules, regulations, standards and guidelines applicable to the Services;
- (b) to keep its customers advised as to any addition or deletion of FIs that will accept Remittances;
- (c) it shall only use the CCIN in connection with the Remittance approved by the Payments Canada for that CCIN and not for any other purpose which does, or is likely to, interfere with the processing of Remittances or other payment items;
- (d) to provide, upon request, additional specimen copies of Remittances to ATB Financial for distribution to the Payments Canada or other FIs;
- (e) to be bound by and accept the prevailing industry clearing standards and the rules and by-laws of the Payments Canada as they exist from time to time; and
- (f) to execute such agreements as ATB Financial deems necessary in respect to Remittance Amounts to be credited to the Account and Bill Payment Remittance Reporting to be made available by ATBOnline Business.

9. Limitation of Liability

ATB Financial, its agents, its independent contractors and its third party suppliers, shall not be liable to the Company or any third party for:

- (a) failing to provide the Services or for providing the Services improperly, or for failing to return Remittances to the Company;
- (b) any delay, damage, penalty, cost, expense or inconvenience to the Company or any other person resulting from failure on the part of ATB Financial or any other FI to perform the Services herein contemplated for any reason whatsoever;
- (c) any inaccuracy or inadequacy of any Remittance or in any data or information furnished to ATB Financial by the Company; and
- (d) any loss, damage or claim caused by or resulting from acts of God, authority of law, quarantine, riots, strikes, lockouts, acts of war or other events outside of ATB Financial’s control.

In no event whatsoever, including the negligence or willful misconduct of ATB Financial, its employees or contractors, will the liability of ATB Financial or those persons for whom ATB Financial is responsible in law exceed the unrecovered portion of a Remittance Amount that is in dispute. In no event whatsoever shall ATB Financial be liable for any indirect, consequential or exemplary damages whatsoever. ATB Financial makes no warranties of any kind whatsoever, whether express or implied, in connection with the Services.

10. Indemnification

The Company agrees to pay ATB Financial, by way of reimbursement and indemnity, all amounts necessary to reimburse it for and hold it harmless from all losses, costs, fees (including, without limitation, legal fees on a solicitor/client basis), damages, expenses, liabilities, claims, suits and demands whatsoever that ATB Financial or any other FI may suffer, incur or be under or that may be made or brought against ATB Financial or any other FI by whomsoever made or brought, by reason of or in any way arising out of the action by ATB Financial or any other FI processing the Remittances, receiving and distributing the Remittance Amounts, and communicating the Bill Payment Remittance Reporting.

11. Service Changes

ATB Financial may amend, supplement or withdraw any part or parts of the Services and any terms contained in this Agreement upon a notice of sixty calendar days to the Company of such changes.

12. Payment of Fees and Charges

The Company will pay promptly all fees and charges in connection with the Services as may be established by ATB Financial from time to time.

The Company hereby authorizes ATB Financial to debit the Company's Account (as provided in the Enrolment Form above under the heading "Your Billing Information - *debit account for applicable fees and charges*") for the purpose of collecting all fees and charges payable by the Company to ATB Financial pursuant to the terms of this Agreement (the "**Authorization**"). The Company agrees that if any debits drawn under this Authorization are dishonoured for any reason, then ATB Financial shall be entitled to initiate an additional debit or debits in substitution for the dishonoured debit until the debit is honoured and shall be entitled to initiate a separate debit to cover any dishonoured payment fees.

The Company confirms the debits authorized under this Authorization are for business purposes. This Authorization can be revoked at any time by the Company by providing written notice to ATB Financial. This notice must be received at the email address or fax number provided in section 16 of this Agreement thirty calendar days before the next debit is scheduled. To obtain a sample cancellation form, or for more information on the right to cancel a pre-authorized debit agreement, the Company may contact its financial institution or visit www.cdnpay.ca.

ATB Financial will debit the Account for the amount of all outstanding fees and charges owing under this Agreement on a monthly basis on the first day of each month, or on the first Business Day thereafter, commencing on the first day of the month immediately following the month the Enrollment Form has been approved. The Company hereby waives the right to receive any notice, written or otherwise, from ATB Financial of the amount to be debited to the Account and the date(s) on which such debits are to be processed.

The Company acknowledges that it understands the terms hereof and accepts and agrees to participate in this Authorization with ATB Financial.

The Company has certain recourse rights if any debit does not comply with this section 12 of the Agreement. For example, the Company has the right to receive reimbursement for any debit that is not authorized or is not consistent with this section 12. To obtain more information on recourse rights, the Company may contact its financial institution or visit www.cdnpay.ca.

13. Term

This Agreement is in effect for a period of one year from the Implementation Date ("**Term**") unless terminated earlier in accordance with sections 14 or 15. This Agreement will be automatically renewed for an unlimited number of additional one year periods (each being a "**Renewal Term**") unless thirty calendar days prior to the expiration of the Term or each Renewal Term, as applicable, notice is given by either party to the other that the Agreement shall expire at the end of the then current Term or Renewal Term.

14. Termination

ATB Financial may terminate this Agreement immediately if:

- (a) the Company commits a material breach of this Agreement;
- (b) the Company is using the Services for a purpose not considered appropriate, lawful, or in the spirit of the Agreement;
- (c) the CCIN is revoked by the Payments Canada pursuant to Payments Canada Rules;
- (d) the Company becomes subject to any insolvency proceeding, bankruptcy proceeding, voluntary or involuntary, or is declared bankrupt, insolvent or seeks relief from or protection against creditors, or a receiver or other officer with similar powers is appointed of or for the Company or the Company shall admit its inability to pay debts generally as they become due;
- (e) the Company does not duly pay any fees or charges contemplated under this Agreement or if ATB Financial shall be unable to debit the Company's Account for fees or charges contemplated under this Agreement;

- (f) the Agreement or the use of the Services hereunder results in, or could reasonably be expected by ATB Financial to result in, a violation of any law, rule, regulation, guideline or procedure applicable to ATB Financial; or
- (g) the Company's access to ATBOnline Business is terminated

as determined by ATB Financial, in its sole discretion.

The Company may terminate this Agreement immediately if ATB Financial commits a material breach of this Agreement.

This Agreement may be terminated by either party if there have been no Remittance Amounts paid for a period of 13 continuous months or longer, without notice.

The termination or suspension of the Services, as contemplated above, will not terminate or negate the obligation of the Company to perform any outstanding responsibilities under this Agreement, including, without limitation, the payment of all outstanding fees and expenses, and will not impair ATB Financial's rights under this Agreement.

15. Termination with Notice

Either party may terminate this Agreement without cause on sixty calendar days written notice at any time.

16. Notices

Any notice required or permitted to be given by this Agreement may be given to ATB Financial by email to ATBCreditorOperations@atb.com or fax to (403) 974 – 5295 and to the Company at the last address of the Company according to the record of ATB Financial, and either party may, by notice, change its address for the purposes of this Agreement. Any notice shall be deemed (in the absence of evidence of prior receipt) to have been received by the intended recipient the same day if personally served, the next Business Day if sent by email or fax, and on the fifth Business Day next following where sent by mail.

17. General Provisions

- (a) The Company will not assign this Agreement without ATB Financial's prior written consent which may be arbitrarily withheld.
- (b) This Agreement will benefit and be binding upon the respective successors and permitted assigns of the Parties.
- (c) This Agreement will be governed and interpreted in accordance with the laws of the Province of Alberta and of Canada applicable therein, and the Parties hereby submit to the jurisdiction of the courts of the Province of Alberta.
- (d) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision thereof, and such invalid or unenforceable provision will be deemed to be severable.
- (e) In the event that on any day on which any action is required to be taken is not a Business Day, the action will be required to be taken on the next succeeding day which is a Business Day.
- (f) This Agreement is in addition to and not in substitution for any other agreement between ATB Financial and the Company with respect to operation of the Account. In the event of any conflict between this Agreement and any other such agreement, this Agreement shall prevail.
- (g) ATB Financial may use the services of any other person, firm or corporation as it deems necessary in the course of providing the Services.
- (h) The Parties are and will at all times remain independent and are not agents, joint venturers, partners, or fiduciaries of one another.
- (i) The Company represents, warrants and covenants that:
 - i. it is an entity duly organized and validly existing under the laws of the jurisdiction of its organization;
 - ii. it has the power and authority to execute and deliver this Agreement and to perform the obligations set out in this Agreement;
 - iii. it has taken all necessary actions to execute and deliver this Agreement and to perform its obligations hereunder;
 - iv. this Agreement and the performance by the Company of its obligations hereunder do not and will not conflict with its constituting documents and by-laws; and
 - v. this Agreement, including, without limitation, the indemnifications provided for in the Agreement, constitute legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.