



Commercial Account Agreement

1. INTRODUCTION

This Commercial Account Agreement between ATB Financial and the Client sets out the terms and conditions that govern the Account opened with ATB Financial, in addition to any agreements between ATB Financial and the Client for specific products or services.

1.1 Definitions

In this Agreement, capitalized words have the meanings below:

"ABM" means automated banking machine.

"ATB" or **"we"** or **"us"** means ATB Financial.

"Account(s)" means any and all accounts held by the Client with ATB as such accounts may be opened, closed, renumbered or redesignated from time-to-time, and for greater certainty includes any USD Accounts.

"Agreement" means this Commercial Account Agreement.

"Authorized Contact" means individuals named as such on the Authorized Contact Certificate, Signing Certificate, resolution or other account authorization as permitted by ATB.

"Authorized Contact Certificate" means the Commercial Account – Authorized Contact Certificate provided to ATB in relation to the Accounts designating certain individuals as authorized to perform inquiries on the Accounts.

"Application" means, as applicable, the forms titled: "Commercial Account Application," and "Subsequent Account" (as such forms may be revised from time-to-time) being the forms completed by or on behalf of the Client to apply for an Account.

"Appointing Officer" means the individual(s) that is/are authorized by a resolution or other authorization to appoint Signing Officers on the Account through the Authorized Contact Certificate or other document acceptable to ATB.

"Arrangement Letter" means the banking arrangement letter or other document provided to the Client outlining fees, charges and/or interest due or payable on the Account, including but not limited to the Overdraft Rate as may be amended, supplemented or re-stated from time-to-time.

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

"ATB Business Solutions Agreement" means the agreement relating to the use of the ATB Business platform by the Client (including the ATB Business Terms and Conditions as referenced therein) each as amended from time to time.



"Business Day" means any day that is not a Saturday, Sunday or a day in which ATB is required or permitted to be closed in the province of Alberta.

"CAD" or **"Canadian dollar"** means the lawful currency of Canada.

"Client" or **"you"** or **"your"** means the business indicated as account holder on the Application operating as a sole proprietorship, society, cooperative, partnership, joint venture, corporation, unincorporated association, first nation band council, limited partnership, municipal /public body, or trust.

"Client Care" means the ATB Client service centre which is open from 7:00 a.m. to 11:00 p.m., seven (7) calendar days a week, and which is accessible by calling 1-800-332-8383.

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

"Debit Card" means the ATB debit card, which may be used together with a PIN to access the Account and Services.

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

"Debt" means all amounts posted or charged to the Account, 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, each of which will be a charge to the Account and will be a debt obligation of the Client to ATB.

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

"Instructions" includes and is not limited to any instruction, order, authorization or approval.

"Instrument" means a cheque, order for payment, bill of exchange, promissory note, security, note, electronic debit or credit or other payment instrument.

"Malicious Content" includes:

- (a) information or content that may cause harm to the Client, ATB, or any other person including any other financial institution or intermediary, Interac[®], Payments Canada, payment system, network, infrastructure or telecommunication company that includes, provides, transmits, receives, views, accesses, obtains or processes the information or content;

*[®]Interac is a registered trademark of Interac Corp. used under license.



- (b) personal information of an individual except their name;
- (c) a uniform resource identifier such as a uniform resource locator (URL), hyperlink, link, or IP address;
- (d) deceptive or malicious scripts or codes;
- (e) information, content or language that is threatening, violent, intimidating, or harassing;
- (f) information, content or language that is offensive, profane, indecent, defamatory, racist, hateful, sexist, homophobic, contains or refers to any obscenity or pornography, illegal, relates to illegal activities, or the inclusion, provision, transmission, receipt, viewing, accessing, obtaining or processing of which is otherwise in contravention of applicable laws;
- (g) information or content that is used to conduct, encourage, or incite illegal or other harmful activities to the Funds Transfer Service, the Client, ATB, any other person including any other financial institution, Interac, Payments Canada, payment system, network, infrastructure or telecommunication company that includes, provides, transmits, receives, views, accesses, obtains or processes the information or content;
- (h) information or content that constitutes impersonation, advertising or spam; and/or
- (i) Information or content infringing intellectual property or proprietary rights.

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

"Overdraft Balance" means all overdraft amounts charged to the Account plus accrued interest thereon, less all amounts unpaid.

"Overdraft Limit" means the maximum amount that the Client may overdraw the Account. ATB may establish or change the Overdraft Limit from time to time in its discretion.

"Overdraft Rate" means the annual interest rate established by ATB from time-to-time and charged to Accounts which are in overdraft and are not covered by overdraft protection.

"Passcode" means the authentication method that ATB may permit you to use to confirm your activities in ATB Business, pursuant to the ATB Business Solutions Agreement.

"Passkey" means the authentication method that is a secure digital credential that ATB may permit you to use to access to ATB Business, pursuant to the ATB Business Solutions Agreement.

"PIN" means a personal identification number used with a Debit Card.

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



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

"Services" means all Account related services offered by ATB.

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

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

"Signing Certificate" means the Commercial Account – Signing Certificate provided to ATB in relation to the Account to designate certain individuals as having authority to bind or obligate the Client.

"Signing Officer" means an individual named as such on the Signing Certificate, resolution or other account authorization as permitted by ATB.

"Statement" means periodic Account statements prepared by ATB regarding the transactions on the Account.

"US Account Operator" means those financial institutions which have agreed to provide account services in US dollars and any agents or service providers of such US Account Operator.

"USD" or **"US dollar"** means the currency of the United States of America.

"USD Account" means all and any accounts held by the Client with ATB denominated in US dollars, as such accounts may be opened, closed, renumbered or redesignated from time to time.

"US" means the United States of America.

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

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

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

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



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.

** Trademark of Visa International Service Association and used under license.

2. ACCOUNTS

2.1 Account Information

The Client warrants that the information on the Application is complete and accurate, and does not fail to disclose information that ATB may require to service the Account. The Client acknowledges that ATB has relied on this information in approving the Account, and the Client agrees to provide ATB with any further information or proof that ATB may need, at its request.

ATB may be required to obtain confirmation of identity or other information in relation to the Client and its officers, directors, partners, members or other individuals, as applicable, in order to comply with applicable laws both in Canada and elsewhere. You authorize ATB to obtain factual, or personal information (if applicable), or credit information relevant to the Client at any time from any other source or person for the purpose of establishing your identity, reputation and creditworthiness. When any such identity information is provided by the Client to ATB, the Client certifies that such information is true and correct.

You agree that ATB may share your credit information with credit-reporting agencies and may also obtain credit reports and other information about you from such agencies. ATB Financial will collect, use and disclose personal information in accordance with Section 15.15 Privacy Notice.

ATB may be required to conduct a site inspection report following the opening of a USD Account to obtain information in relation to account activity or other information relating to the Client.

2.2 Account Authority Declaration

The Client certifies that there are no provisions in its Articles of Incorporation, Memorandum of Association, or in any of its 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 the Client's powers or the powers of the directors (or equivalent) or of any persons authorized by the directors (or equivalent) to open or operate an Account.

Unless ATB otherwise agrees in writing, the Client's Signing Officer is, or if there is more than one Signing Officer, the Signing Officers are authorized to undertake the following activities, subject to the conditions herein:

- (a) to agree to the terms of, and to sign any documents relating to the operation of the Account or the Services as may be required by ATB;
- (b) to negotiate any Instruments or give any Instructions, approvals, or verifications on



behalf of the Client in respect of the Account or Services provided by ATB for the purpose of binding or obligating the Client to ATB;

- (c) to borrow money upon the credit of the Client to grant security in favour of ATB, and to arrange with ATB the amount, terms and conditions of such loans as well as the security or securities to be given to ATB. This includes without limiting the generality of the preceding statement, signing promissory notes, credit agreements, negotiable instruments, evidences of debt for such loans and renewals of all such instruments, as well as security agreements, mortgages, debentures, charges, transfers, or other contracts necessary to evidence such indebtedness or grant security to ATB; and
- (d) to do all other acts and things necessary or desirable and to execute all other documents in connection with the opening or operating of the Account and the obtaining of the Services as they shall deem necessary or desirable, the execution and delivery of the other documents by such Signing Officers to be conclusive evidence of such approval.

2.3 Account Opening

Subject to the terms of this Agreement, ATB will open an Account in the Client's name. To access the Account, ATB may, depending on the type of Account, issue Debit Cards, cheques, PINs and/or Verbal Passwords to the Client.

The Client agrees to, and is bound by all of the terms and conditions of this Agreement if:

- (a) the Application is signed on behalf of the Client; or
- (b) a transaction is conducted on the Account.

If you apply for any Services through our website, atb.com you agree as follows:

- (c) that ATB can use the Signature Card for your Account for these Services;
- (d) ATB will not send you a paper copy of any agreements you agree to electronically, provided however that you may save and/or print any or all of such documents; and
- (e) all agreements you agree to electronically are binding and have the same legal effect as if they were written down on paper.

ATB may refuse to open an Account at any time for any reason in its sole and absolute discretion.

2.4 Deposits to the Account

- (a) *Verification.* All deposits made to the Account are subject to verification by ATB as to the source of funds and to ATB's policies regarding the acceptance of funds for deposit. ATB may change these policies from time to time. ATB may, in its discretion, refuse to accept a deposit to the Account. ATB will:
 - (i) not be liable for any loss resulting from the non-payment of any cheque, bank draft, settlement card, clearing house slip or any other evidence of payment



accepted in payment or as a remittance from any other bank, financial institution or agent and ATB shall not be liable for default, neglect, or mistakes of any such banks or agents; and

- (ii) be responsible only for the monies actually received by ATB from such banks, financial institutions or agents.

All Instruments deposited must be payable to the Client or bearer. The Client authorizes ATB to deposit in the Client's name any Instrument deposited without endorsement. Such deposited Instrument shall have the same validity as if endorsed by the Client ATB may not accept third party Instruments which bear a prior endorsement for deposit, as ATB may be unable to verify that endorsement.

Credits for deposits and any applicable interest may be reversed if, for any reason, ATB does not receive final payment in respect of such deposit. ATB has the right at any time to correct deposits made to the Account in error.

- (b) *Direct Deposits.* ATB may accept direct deposits to the Account but ATB will not be responsible for the amount of the deposit or for any delays in crediting such deposit to the Account. It is the responsibility of the Client and not ATB to notify any party making direct deposits of any change in direct deposit instructions.
- (c) *Interest Payable on Deposits.* ATB's interest rates that are payable on deposits, and how interest is calculated, may vary from time to time. ATB's current rates are set out on the Rate and Fee Schedule or Arrangement Letter. If interest is payable on the Account, ATB will advise the Client of the interest rate and any changes in the interest rate by way of a notice that will be provided to the Client either by mail to the Client at the most recent address in ATB's records, by posting a notice in ATB branches, or in any other manner at ATB's option.

Where the interest rate is based on a reference rate as agreed upon by ATB and the Customer and published on Bloomberg or another similar market-recognized publishing service (the "**Initial Reference Rate**"), and should such Initial Reference Rate cease to be published as noted above, the interest rate shall be set by ATB using a then-existing benchmark rate in place of the Initial Reference Rate that ATB reasonably concludes is comparable to the Initial Reference Rate. ATB shall provide reasonable notice of the new benchmark rate selected by ATB which may be provided before or after the effective date of the new benchmark rate.

Where reference rate is the Canadian Overnight Repo Rate Average ("**CORRA**"), or such other overnight rate, the reference rate shall reflect CORRA, or such other overnight rate, as the case may be, as it was on the immediately preceding date for which such reference rate was published

- (d) *Hold on Deposit.* When the Client deposits a cheque or other Instrument to the Account, a waiting period may apply before the funds are available to the Client. The Client agrees that ATB may place a "hold" on such funds in the Account:
 - (i) restricting the Client's right to make a withdrawal based on any Instrument until ATB receives actual and irrevocable payment from the drawee. Any credit to



- the Account for any Instrument before ATB receives actual and irrevocable payment is provisional and subject to reversal;
- (ii) if ATB becomes aware of suspicious or possible fraudulent or unauthorized account activity that may cause a loss to the Client or ATB;
 - (iii) if an issue arises as to who are the proper Signing Officers on the Account; or
 - (iv) if ATB reasonably believes that a legitimate claim is made by a third party on funds in the Account.
- (e) *Returned Instruments.* If an Instrument is returned unpaid, ATB may reverse the credit (and any interest paid on that credit) to the Account. If the reversal of this credit involves a currency exchange, the Client agrees that it will be responsible for any cost or loss associated with the currency exchange and ATB may charge this cost or loss to the Account, including Accounts denominated in other currencies. ATB may send the Client either notice of or the returned Instrument the same way that ATB sends Statements of the Account. Anyone ATB hires (such as a financial institution or courier) to effect the collection of the Instrument will be deemed to be the Client's agent, not ATB's subagent.

2.5 Cheques, Withdrawals and Trust Account Payments

- (a) *Cheques.* If ATB permits, ATB may provide cheques to the Client which may be used to draw against the Account. The Client's cheques are encoded with the Account number and may be used only with the Account. If the Client uses the cheques for another Account they may be dishonoured or delayed. ATB is not responsible if a cheque with written account instructions which differ from the Account on it is processed according to the Account number encoded on it and ATB may refuse to honour it.

ATB reserves the right to refuse to honour any cheque and to discontinue providing cheques at any time. All unused cheques shall be returned to ATB upon demand.

ATB may charge the Account, even if that creates or increases an overdraft, with any cheque drawn by the Client (including Non-Sufficient Fund Fees), or any cheque or other Instrument cashed or negotiated by ATB for the Client or credited or deposited to the Account for which payment is not received by ATB or which is subsequently returned by reason of a forged or unauthorized or missing endorsement, or as being fraudulent or materially altered. ATB may charge the Account for any cheque or other Instrument received by ATB for credit or deposit to the Account even if that cheque or other Instrument is lost, stolen or otherwise disappears by any reason other than ATB's negligence.

- (b) *Withdrawals.* The Client authorizes ATB, without enquiry, to honour and pay all cheques, withdrawal slips, or any other such withdrawal method ATB makes available, drawn on the Account, if:
- (i) the cheques or withdrawal slips are signed by the required number of Signing Officers for the Account; and



(ii) the Signature(s) are materially consistent with the specimens the Client has on file with ATB.

The Client may make withdrawals from the Account at any of ATB's branches on monies not subject to a hold in accordance with this Agreement, provided that ATB may request reasonable written notice to complete cash withdrawals in excess of cash limits as determined by ATB from time-to-time. For greater certainty, ATB may request up to fifteen (15) Business Days written notice for cash withdrawals in excess of cash limits as set by ATB.

(c) *Trust Accounts*. Where the Client is a trust that is:

(i) classified as a passive Non Financial Foreign Entity for FATCA* purposes; and/or

(ii) a passive Non Financial Entity for CRS** purposes,

the Client must notify ATB annually if any discretionary beneficiaries receive a distribution from the trust. A discretionary beneficiary is any party who, under the terms of the trust, is allowed - but not required - to receive monies from the trust. You must notify us annually of all such discretionary beneficiaries who receive a distribution by providing us a completed Self Certification Form prior to December 31 of the year in which the payments are received. Self Certification Forms can be obtained by contacting your advisor, your branch, or by calling ATB Client Care at 1-800-332-8383.

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

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

(d) *Waiver of Protest*. The Client waives presentment, protest and notice of dishonour on all cheques or other Instruments which the Client has drawn, made, accepted or endorsed and which are delivered to ATB for deposit. The Client will be liable to ATB for any cheque or other Instrument received for the Account as if it were presented, protested and given notice of dishonour in the usual way.

2.6 Endorsement Stamp

The Client may use a stamped impression bearing the Client's name to endorse cheques or other Instruments the Client delivers to ATB for deposit, discount, collection or otherwise. Endorsement in such a manner will be as binding on the Client as an endorsement actually signed by the authorized Signing Officers of the Client

2.7 Fraudulent Signatures

The Client agrees that ATB shall have no responsibility or liability whatsoever for any loss due to a forged or unauthorized signature unless:



- (a) the forged or unauthorized signature was made by a person who was at no time the Client's agent or employee;
- (b) the loss was unavoidable despite the Client having taken all feasible steps to prevent loss arising from forgery or unauthorized signature;
- (c) the loss was unavoidable despite the Client having in place the procedures and controls to supervise and monitor the Client's agents and employees; and
- (d) the loss was caused solely by ATB's negligence, fault or wilful misconduct.

2.8 Pre-Authorized Debits

If ATB makes the Service available to the Client the Client may arrange with another party to have debits charged to the Account and sent directly to that third party on a regular basis. The Client must pay all pre-authorized debits charged to the Account. If the Account is closed, the Client must notify any third parties who have authorization to charge transactions to the Account of the Account closure. Although an Account may be closed, the Client will continue to be liable for any pre-authorized payment arrangements, which may still be charged to the Account.

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

2.9 Restricted Access

The Client agrees that ATB may block access to the Account if ATB becomes aware of suspicious or possible fraudulent or unauthorized account activity occurring on the Account.

2.10 Preparation of Instruments and Internal Supervision

The Client will at all times have in place and maintain commercially reasonable systems, procedures and controls, effective to prevent and detect thefts of Instruments and or losses due to forgeries or frauds involving Instruments, including without limiting the generality of the foregoing those:

- (a) ensuring that all Instruments are numbered sequentially;
- (b) ensuring that all Instruments are secured in the same manner as large sums of cash;
- (c) ensuring that all Instruments, cheque imprinters and facsimile signature devices are kept in a secured locked receptacle, value, safe, etc. and that designated individuals are responsible for them at all times;
- (d) conducting periodic audits of Instruments; and
- (e) ensuring that the individual responsible for doing ATB Statement reconciliation



shall not be the individual who is responsible for security of Instruments or their preparation.

The Client must immediately notify ATB if any Instruments are lost or stolen by calling the Client Care toll free at 1-800-332-8383.

3. FIXED DATE DEPOSITS

3.1 Interest

If any fixed date deposit that ATB places for the Client under this Agreement ("**Fixed Date Deposit**") is indicated as linked next to the product name on any Fixed Date Deposit Certificate ("**FDD Certificate**"), Statement(s) and / or other confirming record of such Fixed Date Deposit that ATB prepares for the Client (collectively, "**confirmation**"):

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

3.2 Redemption

If the Client's Fixed Date Deposit is indicated as redeemable on its confirmation, then it may be withdrawn in whole, but not in part, at any time; provided that:

- (a) If the original Term Length, as set forth upon its confirmation, is for less than one (1) year, then ATB reserves the right to require ten (10) calendar days' notice of withdrawal; or
- (b) If the original Term Length, as set forth upon its confirmation, is for one (1) year or greater, then ATB reserves the right to require thirty (30) calendar days' notice of withdrawal; and
- (c) If withdrawn in less than thirty (30) calendar days, then no interest will be paid and if withdrawn after thirty (30) calendar days yet prior to the Date of Maturity as set forth upon its confirmation, then simple interest will be paid, calculated daily, at ATB's then- applicable early redemption rate.

If the Client's Fixed Date Deposit is indicated as not redeemable, then it may not be withdrawn or redeemed prior to the maturity date set out in the confirmation. Notwithstanding the previous sentence, ATB may permit the Client in its sole discretion, to redeem or withdraw prior to the maturity date on payment of a penalty determined by ATB.

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



on an average rate over the full term of your Fixed Date Deposit.

3.3 Renewal

If:

- (a) the Maturity Option indicated upon the Client's Fixed Date Deposit's confirmation is pay by cheque and, on maturity, ATB is unable to delivery the cheque to the Client; or
- (b) the Maturity Option indicated upon the Client's Fixed Date Deposit's confirmation is credit account and, on maturity, the account indicated for deposit has been closed; or
- (c) ATB is otherwise unable to deposit the funds to such account,

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

- (d) deposit the funds into any account the Client has with ATB; or
- (e) ATB may reinvest the funds in another fixed date deposit with ATB, for a term selected by ATB, at ATB's then-prevailing interest rate and terms.

3.4 Inactive

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

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

3.5 Income Tax Act (Canada)

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



4. Overdraft Protection

4.1 Access to Credit

If the Client has been approved for overdraft protection, the Client may overdraw the Account up to the Overdraft Limit by the same methods the Client uses to access any deposit balances in the Account.

The Client agrees to repay within thirty (30) calendar days after the date of the first overdraft within the Statement period the full amount of the Overdraft Balance as shown on the Account Statement. The Client's payment can be made by deposit to the Account. ATB may require the Client to repay the Client's Overdraft Balance on demand at any time.

4.2 Interest

ATB will charge the Client interest at the rate of 19.25 percent per year or such other rate as specified on the Rate and Fee Schedule or Arrangement Letter (as may be changed from time to time) on any amount overdrawn from or charged to the Account from the date of the overdraft or charge until the Client has repaid it in full. Interest is calculated daily, compounded and payable monthly, not in advance. Interest will continue to be payable by the Client before as well as after:

- (a) ATB demands payment in full;
- (b) a breach by the Client of any of the terms of this Agreement or any other agreement between the Client and ATB; or
- (c) a judgment is made against the Client

4.3 How ATB Applies Payments

ATB will apply each of the Client's payments first to pay interest due, following which payments will be applied to other costs and charges and any remaining balance will be applied to reduce any Overdraft Balance.

4.4 ATB's Right to Reduce Overdraft Protection Limit or Refuse Credit

ATB may, without notice, reduce the Overdraft Limit or refuse to allow the Client to increase its Overdraft Balance or exceed the Overdraft Limit. If ATB allows the Client to exceed the Overdraft Limit at any time or provides the Client with any other accommodation, ATB does not surrender any of its rights at a future date, including refusing to allow the Client to exceed the Overdraft Limit. ATB will review the Overdraft Limit and assess the Client's creditworthiness on a regular basis.

4.5 Providing Information and Security

The Client will notify ATB immediately of any adverse change in its financial circumstances. Upon request, the Client agrees to provide ATB with security to secure the Overdraft Balance as ATB may require. The Client acknowledges that the terms and



conditions of the security agreement will impose additional obligations upon the Client and the Client agrees to abide by the terms and conditions set out in such security agreement.

4.6 Terminating Overdraft Protection

ATB may cancel the Client's overdraft protection without notice if the Client does not comply with any of the terms in this Agreement. The Client may cancel its overdraft protection at any time by notice to ATB, but termination does not relieve the Client of its obligations under this Section 4 until the Overdraft Balance has been paid in full.

5. OTHER SERVICES

5.1 Bill Payments

If ATB permits, the Client may be entitled to make bill payments from the Account to payees designated by the Client, or through ATB Business ("**Payees**"). The Client authorizes ATB to follow any payment instructions for bill payments ("**Bill Payment Instruction**") received by the Client, including through ATB Business, ATB will, after receipt of a Bill Payment Instruction, debit the Client's Account designated in the Bill Payment Instruction and remit funds on the Client's behalf to the Payee as close as reasonably possible to the date funds are debited from the Account.

The Client authorizes ATB to make bill payments to the Payee by any means ATB determines appropriate.

The Client acknowledges that, as different bill payment companies have different payment requirements, it is the Client's responsibility to know what the Client's bill payment company's requirements are, and to make bill payments accordingly. ATB shall have no responsibility for:

- (a) Delays in crediting payments which are a result of the Payee's procedures;
- (b) the Client's failure to follow a Payee's payment requirements; or
- (c) the Client's failure to remit funds sufficiently in advance of the date a bill payment is due.

Without limiting any other provisions in this Agreement, ATB will incur no liability if it is unable to complete any bill payments initiated if the Client's Account does not contain sufficient available funds to complete the payment or the payment would exceed the credit limit of the designated Account's overdraft.

ATB will not be responsible for any late payment penalties, fees, or interest imposed by the Client's bill payment company under any circumstances.

5.2 Stop Payments

If ATB permits, the Client may be entitled to stop payments on any preauthorized debits or cheques (collectively an "**Item**") issued by the Client ATB will use reasonable efforts to stop payment on an Item provided that stop payment instructions are received in



sufficient time to permit ATB a reasonable opportunity to return the Item in compliance with any applicable laws or clearing rules.

The Client acknowledges that any stop payment order is also conditional and subject to ATB's verification that the Item has not already been paid or that some other action to pay the Item has not been undertaken by ATB.

ATB shall only be required to stop payment on an Item if the Client provides ATB sufficient information in respect of the Item that it requests for payment to be stopped. If the Client provides ATB with an incorrect amount or any other incorrect information in respect of the Item, ATB will not be responsible for failing to stop payment on the Item. Any stop payment requests provided to ATB shall remain in effect for six (6) months from the date of the request.

By directing ATB to stop payment on any Item, without limiting any other provision of this Agreement, and to the extent permitted by applicable law, the Client agrees to indemnify and hold ATB harmless against any and all losses, claims, damages and costs ATB may suffer or incur relating to ATB's action in refusing payment of the Item, including any claims of any joint owner, payee or endorsee, or in failing to stop payment of an Item as a result of incorrect information provided by the Client.

5.3 Transfers Between Accounts

If ATB permits, the Client may be entitled to transfer funds between Accounts which are denominated in the same currency. Any such transfer between Accounts will be reflected in the Client's available balances.

If ATB permits the Client may be entitled to transfer funds from Accounts denominated in one currency to Accounts denominated in another currency (a "**Cross Currency Transfer**") Any Cross Currency Transfers will occur at the foreign exchange rate set by ATB (in its sole discretion) at the time of such Cross Currency Transfer. By proceeding with a Cross Currency Transfer, the Client confirms that it agrees to the exchange rate indicated by ATB (or third party Service Provider) at that time. The Client acknowledges that the rate quoted at any one time for a Cross Currency Transfer is available for a limited time only and that ATB cannot guarantee that the same rate will be available when the Client approves the Cross Currency Transfer or for any further Cross Currency Transfers for the purchase or sale of a currency (whether by way of cash, cheque or draft). The Client also acknowledges that the exchange rate ATB charges for buying one particular currency from the Client may be different than the rate ATB charges for selling that same currency to the Client As a result, the exchange rate ATB charges the Client to transfer funds back or to reverse any Cross Currency Transfer, even if on the same day may be different.

The Client authorizes ATB to debit the necessary funds from its designated Account in order to complete the Client's designated transfer instructions.

Without limiting any other provision of this Agreement, ATB will incur no liability if it does not complete a requested funds transfer if the Client's Account does not contain sufficient available funds to complete the transfer or the completion of the transfer would exceed



the credit limit or the designated funding Account's overdraft and ATB shall not have any duty or obligation to inquire into or otherwise consider the correctness or validity or any Instruction to transfer funds between Accounts held by the Client regardless of whether all or a portion of such funds may constitute trust funds.

5.4 ATB Business

If the Client would like to access the Account and utilize certain Services through ATB Business, such access and Services will be provided in accordance with, and governed by the terms and conditions of the ATB Business Solutions Agreement and the ATB Business Terms and Conditions together with this Agreement in respect of any Accounts used for such Services.

5.5 ATB Telephone Banking

If the Client would like to enroll in ATB Telephone Banking, the Client agrees with ATB as follows:

- (a) the Client will choose 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 the Client does not use ATB Telephone Banking for one year or more, the Client's access to the service will be limited;
- (c) ATB may set fees for the service and may vary such fees from time to time. Such fees will be set out on the Rate and Fee Schedule or Arrangement Letter;
- (d) the Client will not disclose its SAC to any unauthorized person;
- (e) any use of the Client's SAC acts as the Client's authorization for each use of the service, as if each authorization had been signed by the Client's authorized Signing Officer;
- (f) if any other person accesses the Account using the Client's SAC, ATB may consider such access to be authorized by the Client;
- (g) if an unauthorized person learns the Client's SAC, the Client will immediately notify ATB by calling the Client Contact Centre toll free at 1-800-332-8383;
- (h) ATB's records of use of the service shall be considered correct, unless established to the contrary with evidence satisfactory to ATB; and
- (i) a record of each transaction authorized by use of the Client's SAC will appear on the Client's usual Statement of Account.

5.6 Night Depository

If the Client would like to use the night depository service provided by ATB, such access and service will be provided in accordance with, and governed by the terms and conditions of the Night Depository Agreement together with this Agreement.

6. Authority and Instructions

If ATB permits, the Client may authorize additional Authorized Contacts and may authorize



one or more Appointing Officers and Signing Officers. The Client is solely responsible for determining the suitability of individuals it appoints as Appointing Officers and Authorized Contacts or as Signing Officers. ATB shall not in any way be liable or held responsible for any loss suffered by the Client caused by any act or omission, or wrongful conduct of any Appointing Officer, Authorized Contact or Signing Officer appointed by the Client.

6.1 Authority

The Client agrees that its Appointing Officers, Authorized Contacts and Signing Officers are acting with the full authority of the board of directors, members, partners, general partners, trustee, board of trustees or other applicable governing body of the Client (as the case may be) in providing any Instructions in relation to the Account. Any Instructions in relation to the Account purporting to be authorized by the Client or on its behalf by its Signing Officers will be considered by ATB for all purposes to be duly authorized by the Client and the Client will be liable for all transactions conducted in accordance with any such Instructions and any loss that may arise from any such Instructions.

6.2 Instructions

Telephone Instructions. ATB may accept Instructions regarding the Account from any Signing Officer (or such number of Signing Officers as are required to provide Instructions as outlined in the Signing Certificate, resolution, or other account authorization as permitted by ATB) by telephone provided that identity can be verified to ATB's satisfaction and that such Instructions are consistent with the terms and conditions of this Agreement.

Facsimile Instructions. ATB may accept Instructions regarding the Account sent by facsimile transmission to the Client Care or to the branch where the Account is held, provided the Instructions are:

- (a) signed by a Signing Officer and include the applicable Client name, Account number, and fax number;
- (b) legible and unambiguous; and
- (c) consistent with the terms and conditions of this Agreement.

Electronic Instructions. ATB may accept Instructions regarding the Account sent by a Signing Officer (or such number of Signing Officers as are required to provide Instructions as outlined in the Signing Certificate, resolution, or other account authorization as permitted by ATB) by electronic mail ("**e-mail**"). The Client agrees:

- (a) that any electronic communications between the Client and ATB will be given the same legal effect as written and signed paper communication;
- (b) that all electronic copies of communications are valid and that the Client will not contest the validity of any electronic copies of communications exchanged between any Signing Officer and ATB in relation to the Account; and
- (c) that there are inherent and unavoidable risks with e-mail communication as it may not be encrypted and may not be as secure as other methods for providing Instructions.



ATB shall be entitled to retain and store records, documentation and information respecting the Instructions regarding the Account in any manner that it determines in its sole discretion.

ATB Business. ATB may accept Instructions regarding the Account through ATB Business in accordance with the terms and conditions contained in the ATB Business Solutions Agreement and the ATB Business Terms and Conditions.

Reliance on Instructions. ATB may rely on any telephone, fax, or e-mail Instructions from any Signing Officer purporting to be given on behalf of the Client In all circumstances, ATB may treat any such Instruction as fully authorized by the Client in writing regardless of actual identity or authorization of the sender or any errors, mistakes or discrepancies between account names or numbers and such Instructions shall be binding upon the Client It is the Client's responsibility to ensure that all information and Instructions provided to ATB are accurate and complete. Unless otherwise agreed to in writing, ATB has no obligation to verify any information provided by the Client and ATB shall be under no duty or obligation to inquire into or otherwise consider the correctness or validity of any Instruction.

Limitation of Liability. ATB will not be liable for any loss or damage that the Client may suffer or incur in relation to the Account or the Services from acting on Instructions sent by telephone, fax or e-mail when ATB acted in good faith believing such person to be the Client a Signing Officer, or Appointing Officer. ATB will act on all acceptable Instructions sent by telephone, fax or e-mail as soon as it is reasonably practical to do so. The Client must confirm that ATB has received the Instructions, as ATB is under no obligation to confirm receipt.

Refusal to act on Instructions. ATB may, in its sole discretion, decline to act on any Instructions, either in whole or in part, when:

- (a) such Instruction is unclear or suspicious;
- (b) such Instruction is provided with unsatisfactory verification of identity;
- (c) such Instruction is not in accordance with the terms of this Agreement or any other agreements dealing with the operation of the Accounts or Services;
- (d) ATB has reason to believe that such Instruction may not be authorized by the Client or a Signing Officer;
- (e) such Instruction would violate any applicable law, rule or ATB's internal policies and procedures;
- (f) monies in any Account are subject to a hold; or
- (g) the Client does not have enough available funds in any Account (or available overdraft protection) or credit to cover the Instruction

in which case, ATB will not be liable for any delay, failure or refusal to act in any of the above-noted circumstances.

Sufficient time for Instructions. The Client will ensure that all Instructions provided to ATB by the Client are received in sufficient time to permit ATB a reasonable opportunity to deal



with them or as otherwise specified by ATB. Without limiting the generality of the foregoing, ATB is required to comply with payment system rules and regulations on clearing (including Payments Canada Rules), third party agreements, and other matters that may prevent ATB from complying with the Client's Instructions for payments or fund transfers if Instructions are not received within time frames required by such rules, regulations and agreements.

6.3 Use of US Account Operator and Agents

ATB may use the services of any one or more of Payments Canada, any bank, credit union, trust company, correspondent bank, courier services, or other agent as ATB may deem necessary in connection with the Account or the Services or any part thereof including but not limited to payment or clearing services, correspondents and electronic data processing service bureaus; and the agent engaged by ATB for these purposes may engage subagents.

An agent under this Section 6.3 will be the Client's agent, and ATB will not be liable for any act or omission by the agent in performance of its services including any loss or damage, destruction or delayed delivery or any instrument, security, certificate or document of any kind while in transit to or from the agent or while in its possession.

The Client acknowledges that certain Service Providers may be located outside of Canada and that the US Account Operator is located in the US and elsewhere. The Client acknowledges that in respect of any such Services, information (including personal information) may be disclosed, transferred, stored and/or processed outside of Canada. As such, any information in respect of the Client, its shareholders, Appointing Officers, Signing Officers or Authorized Contacts that is so disclosed, transferred, stored or processed by ATB, the US Account Operator or any other Service Provider will be subject to legal requirements in such foreign countries as applicable, including, without limitation, lawful requirements to monitor the Account and to disclose information to government authorities in such countries.

ATB may use the services of the US Account Operator. The US Account Operator will operate the USD Account in accordance with guidelines over which ATB has no control and accordingly, ATB may be unable to open a USD Account, or to accept or process instruments or Instructions in respect of the USD Account that do not comply with such guidelines.

The Client consents and agrees to the disclosure of any information in respect of the Client its shareholders, officers/directors, or any Authorized Contacts or Signing Officers (including personal Information) in the possession of ATB to the Service Providers and agents, and in the case of USD Accounts to the USD Account Operator as is required to properly carry out an Instruction or otherwise manage the Accounts.

The Client will direct any communication in relation to the USD Account through ATB.

6.4 Legal Representatives

ATB may accept and act in accordance with Instructions from the Client's legal



representative, if such legal representative demonstrates legal authority to act on the Client's behalf to ATB's satisfaction.

6.5 Third Party Demands

ATB will comply with all lawful third party demands that it receives in respect of the Account without notice to the Client. The Client agrees that if ATB complies with a third party demand, it may charge its reasonable costs to do so against any Account.

7. Debit Cards and PIN

7.1 Debit Card

Upon the Client's request, and if ATB agrees, ATB may issue a Debit Card together with a PIN to enable the Client to use ABMs to make deposits into the Account, to obtain cash advances on the Account up to a maximum daily amount specified by ATB from time to time, and to carry out other transactions on the Account as ATB may permit. The Client may also use the Debit Card and PIN to effect payment for purchases of goods and or services from a merchant using a direct payment terminal.

Issuance and use of the Debit Card is subject to the terms and conditions set out in this Agreement. Use of the Debit Card after receipt of notice of this Agreement constitutes acceptance of these terms and conditions.

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

Distribution of a Debit Card and PIN to individual(s) authorized by Client to conduct transactions using the Debit Card and PIN (each a "**Debit Card Holder**") will be the responsibility of the Client as will collection of a Debit Card and PIN from a Debit Card Holder whom the Client no longer wishes to hold a Debit Card. ATB will have no responsibility in this regard and no duty to inquire into the authority of a Debit Card Holder or any other person using a Debit Card together with its PIN.

7.2 Authorization

The Client hereby irrevocably authorizes and directs ATB to credit or debit the Account designated at the time of each transaction for all withdrawals, payments, transfers, and deposits conducted through the Debit Card in accordance with the usual practice of ATB, and the Client agrees that the record produced by ATB at the time of the Debit Card transaction will constitute the Client's written instructions to ATB and will be binding on the Client.

7.3 Debit Card Ownership

All Debit Cards remain the property of ATB at all times. ATB may request the return of a Debit Card at any time. Except for the distribution of a Debit Card to a Debit Card Holder, The Client cannot assign or transfer the Debit Card to anyone.



7.4 Withdrawing Cash

- (a) In Canada: The Debit Card Holder can use your Debit Card to withdraw cash at any ABM in Canada that accepts *Interac*[®]. These transactions will be processed through the *Interac* network.
- (b) Outside Canada: If you have a Debit Card without a Visa logo on it,¹ the Debit Card Holder can use the Debit Card to withdraw cash outside of Canada at any ABM that accepts Cirrus which transactions will be processed through the Cirrus network. If your Debit Card has a Visa logo on the front, the Debit Card Holder can use your Debit Card to withdraw cash at any ABM outside of Canada that accepts Visa or Plus which transactions will be processed through the Visa network.
- (c) The Debit Card Holder will have to enter the PIN to use your Debit Card for all ABM withdrawals, inside or outside of Canada.

7.5 Visa Secure

If you have a Debit Card that is Visa Debit enabled, it automatically comes with Visa Secure. By using Visa Secure, the Client acknowledges and agrees to the following:

- (a) When a Debit Card Holder uses a Visa Debit Card for an online transaction, the transaction will go through the Visa Secure authentication process where it will be assessed for risk. At this point, the Debit Card Holder may be asked to enter a unique, one-time passcode (the **One-Time Passcode**) to authorize the online purchase. The prompt will be sent to the mobile number and/or email associated with the Account. The purpose of these verification procedures is to confirm that the Debit Card Holder is the person who is engaging in the online transaction. You are not required to use Visa Secure, but if the Debit Card Holder is attempting to make a transaction and does not respond to the prompt and enter a valid One-Time Passcode, the online transaction will not be authorized and another form of payment will need to be used to complete the online transaction.
- (b) To use Visa Secure, you and/or the Debit Card Holder need to have accessibility to the internet and you will be required to pay any related fees that may be associated with such access. Alerts or One-Time Passcodes sent via phone call, email or text may not be delivered to you and/or the Debit Card Holder if your internet or telecommunications service is down, the mobile device is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, message delivery may be interfered with by factors beyond the control of your internet or telecommunications provider or wireless carrier, including your equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received and that your internet or telecommunications provider or wireless carrier does not guarantee that alerts will be delivered. Providers and carriers are not liable for delayed or undelivered Messages.
- (c) We use a Debit Card Holder's personal information to administer Visa Secure, for record keeping and reporting purposes and to resolve any transaction disputes we

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



may have. We may also provide such personal information to law enforcement or regulatory authorities to allow them to investigate any suspected misuse of your security details.

- (d) We are not responsible in any way or under any circumstances if Visa Secure does not work because of factors that are beyond our reasonable control. We do not make any guarantees in respect of the operation of Visa Secure or in respect of any services you receive from merchants. Purchases are to be made only from merchants you and/or the Debit Card Holder trust.
- (e) Visa Secure and the way it is used in relation to your Debit Card may change from time to time to reflect changes to Visa Secure made by Visa, payments security practice, technology/other systems, regulatory/legal obligations, and/or our business priorities. Where practicable, we will give you reasonable notice of any major changes. We may also prevent you and/or the Debit Card Holder from using Visa Secure if we think that someone else is using or trying to use your Debit Card or your One-Time Passcode or is trying to make a purchase without your permission. We can also stop Visa Secure where we believe that either you, the Debit Card Holder or someone else is using Visa Secure illegally or where we believe there is a possibility of any fraud.
- (f) You are responsible for ensuring that your information, technology, computer programs and platform allow you to access Visa Secure. You must ensure that you and/or the Debit Card Holder only access Visa Secure from Devices on which virus protection software and firewalls have been installed. You agree to immediately update all Devices and servers with the latest operating system software, security patches and anti-virus and anti-spyware programs. When you and/or the Debit Card Holder use Visa Secure you and/or the Debit Card Holder must not misuse the Service. You and/or the Debit Card Holder must not knowingly introduce viruses, trojans, worms, or other material that may be malicious or technologically harmful. You and/or the Debit Card Holder must not attempt to gain unauthorized access to Visa Secure, or any connected server, computer or database. You and/or the Debit Card Holder must not attack Visa Secure in any way.

7.6 Debit Card Purchases

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

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

- (a) To make in-store point of sale (POS) purchases anywhere Visa is accepted. These



purchases may require chip and pin, tap to pay, signature and/or swiped depending on the merchant and will be processed through the Visa network.

- (b) To make online purchases, mail or telephone orders through retailers that accept Visa Debit. These transactions will be processed through the Visa network.
- (c) To make advanced purchases such as reserving hotels or car rentals. Please note that ATB Financial will immediately hold the funds in your Account on behalf of the merchant and the final purchase amount may differ. These transactions will be processed through the Visa network.

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

7.7 Verification

All transactions conducted through the use of the Debit Card are subject to verification and acceptance by ATB. All items intended for deposit or payment are subject to verification, acceptance and collection. The records of ATB with respect to all Debit Card transactions and with respect to the contents of deposits deposited in ABMs will be conclusive and binding upon the Client ATB may withhold ABM withdrawal privileges against deposited items.

7.8 Fees

ATB reserves the right to charge annual or supplemental fees in respect of Debit Cards or to charge fees for additional or replacement Debit Cards. Any such fees will be set out on the Rate and Fee Schedule or Arrangement Letter.

7.9 Security and Liability For Loss

(a) *Security and Confidentiality of PIN*

You acknowledge and agree that you and/or the Debit Card Holder are responsible for the security and confidentiality of the PIN. We call this the "keep your PIN safe protocol". This includes, without limitation, ensuring that you and/or all Debit Card Holders:

- (i) Choose a PIN that is difficult to guess. Do not use birthdays, pet names, home addresses, social insurance numbers, or any combinations that are easy to remember (such as 1-2-3-4 or 7-7-7-7);
- (ii) Change the PIN often (ie: every month). PINs may be changed at any ATB ABM or branch;
- (iii) Never keep any record of the PIN near or with the Debit Card (ie: in a wallet or with a Device);
- (iv) Never write a PIN on a Debit Card;
- (v) Choose a unique PIN that is not used for any other purposes;



- (vi) Cover or shield the keypad when entering the PIN;
- (vii) Do not, under any circumstances, give the PIN or Debit Card Number to anyone including friends, family members, law enforcement, or anyone purporting to be an employee or agent of ATB Financial.
- (viii) Do not use a pay terminal or ABM that appears to have been altered in any way;
- (ix) Always keep the Debit Card in your possession and in sight when making a purchase. Do not allow merchant personnel to handle the Debit Card or remove it from your sight for any reason.

Please note that other service providers may offer services that include aggregating your Account balances at different institutions to help you manage your finances. Such service providers may ask you for a Debit Card number and PIN, to allow them to provide you with their services. If you provide such information, you will have breached your responsibilities to keep your Debit Card number and PIN confidential.

(b) *Verbal Password*

If there is a Verbal Password for the Account:

- (i) you shall treat the Verbal Password in the strictest confidence;
- (ii) you shall not disclose the Verbal Password to any other person;
- (iii) you will immediately notify ATB Financial's Client Care Centre by calling our toll-free number at 1-800-332-8383 if an unauthorized person learns the Verbal Password; and
- (iv) You are liable for each use of the Verbal Password to access your Account, whether or not authorized by you. ATB Financial shall not in any way and under no circumstances be liable or held responsible for any loss or damages suffered by you caused directly or indirectly by any act or omission or wrongful conduct of any access to your Account through the use of the Verbal Password.

(c) *Fraudulent Activity and Requirement to Exercise Caution*

The Client acknowledges that given the prevalence of fraud, they shall exercise caution when using their Account, and accessing the Services, including by transacting through ATB Business. In that regard, the Client acknowledges and agrees that:

- (i) There are fraudulent websites that purport to be ATB, which may produce email, text messages, direct message or pop-up with a request to update Account information or to reconfirm the Client's identity with ATB. The Client agrees that it will diligently verify domain names and exercise caution before clicking on any links purporting to be from ATB.
- (ii) ATB will never email, text or call the Client or a Debit Card Holder requesting personal information, Credentials, or other Account information.



- (iii) A common method of fraud occurs when an organization's email address is compromised or "taken over" by third parties. In these circumstances, the Client may be contacted by what appears to be a person or organization known to the Client and asked to provide and/or confirm personal information, Credentials or Account information. Such third parties may also request that you move funds to a different account from the one that you are used to, or to send funds to a different or new destination. You acknowledge and agree that you remain responsible for instructions that you provide to us and that we act upon, even where the underlying instructions were not who you thought they were from. As such, you agree to exercise caution in these circumstances and to take all reasonable steps to verify the source and validity of such requests.
- (iv) It is the Client's responsibility to educate itself (and its Authorized Contacts) in respect of fraud, scams and other trends that occur in respect of online transactions (for example by visiting the website of the Canadian Anti-Fraud Centre, [see: https://www.antifraudcentre-centreantifraude.ca/index-eng.htm](https://www.antifraudcentre-centreantifraude.ca/index-eng.htm)) so that the Client is able to identify scams and protect itself from becoming a victim. ATB is not responsible if the Client becomes a victim of any fraud.

(d) *Liability for Transactions and Other Losses*

Subject to the provisions of the *Interac* Zero Liability Policy and the *Visa* Zero Liability Policy, you acknowledge and agree that you shall be responsible for all use of a Debit Card, including, without limitation, all losses that result from:

- (i) Fraudulent or worthless deposits or transfers;
- (ii) Errors made by a Debit Card Holder when using an ABM;
- (iii) Errors made at a merchant's terminal by the merchant and/or the Debit Card Holder;
- (iv) Use of a Debit Card by you and/or a Debit Card Holder when there are insufficient funds in the Account;
- (v) Unauthorized transactions where you and/or a Debit Cardholder contributed to the unauthorized use. You and/or a Debit Cardholder will be considered to have contributed to the unauthorized use if you and/or a Debit Cardholder failed to comply with any obligations or requirements of you and/or a Debit Cardholder under this Section 7.9 Security and Liability For Loss.

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

- (vi) Technical issues or system malfunctions beyond the control of the Client or a Debit Card Holder;
- (vii) The unauthorized use of the Debit Card and/or PIN after you've reported the same to us as lost, stolen, or that the PIN may be known to someone else through no fault of your own; and/or
- (viii) The unauthorized use of the Debit Card where the Debit Card is cancelled



or expired.

You further agree to reimburse ATB for any amounts owing to ATB related to the use of a Debit card immediately upon demand and hereby irrevocably authorize and direct ATB to recover any such amounts owing, including any applicable interest and fees, by deducting such amounts from the Account or any other account in your name at ATB.

(e) *Visa Zero Liability Policy*

You're not liable for losses resulting from unauthorized Visa Debit transactions provided all of the following conditions are satisfied:

- (i) You and/or the Debit Card Holder exercised reasonable care in safeguarding your Debit Card from any unauthorized use, loss or theft.
- (ii) You and/or the Debit Card Holder immediately report to us any loss or theft of the Debit Card.
- (iii) You and/or the Debit Card Holder notify us of the unauthorized transactions within a reasonable time.

Notwithstanding the foregoing, you may still be liable if we reasonably determine that you and/or the Debit Card Holder contributed to the unauthorized transaction. For example, you and/or the Debit Card Holder will contribute to the unauthorized transaction if you and/or the Debit Card Holder:

- (iv) do not follow the "keep the Debit Card Holder PIN safe" protocol, including if you and/or the Debit Card Holder disclosed the PIN to someone who then made an unauthorized transaction;
- (v) wrote the PIN on the Debit Card or on something kept close to the Debit Card; or
- (vi) failed to notify us as soon as you and/or the Debit Card Holder became aware that the Debit Card or PIN had been lost, stolen or misused.

(f) *Interac Zero Liability Policy*

You shall not liable for losses resulting from unauthorized *Interac* transactions (one in which the Debit Card and PIN, contactless payment or mobile device are used to carry out a transaction as a result of the Debit Card Holder being tricked, forced, intimidated or robbed.) if all of the following conditions are satisfied:

- (i) You and/or the Debit Card Holder exercised reasonable care in safeguarding the Debit Card from any unauthorized use, loss or theft.
- (ii) You and/or the Debit Card Holder immediately report to us any loss or theft of the Debit Card.
- (iii) You and/or the Debit Card Holder notify us of the unauthorized transactions within a reasonable time.

Notwithstanding the foregoing, you may still be liable if we reasonably determine that you and/or the Debit Card Holder contributed to the unauthorized transaction. For example, you and/or the Debit Card Holder will contribute to the unauthorized



transaction if you and/or the Debit Card Holder: (i) do not follow the “keep the Debit Card Holder PIN safe” protocol, including if you and/or the Debit Card Holder disclosed the PIN to someone who then made an unauthorized transaction; (ii) wrote the PIN on the Debit Card or on something kept close to the Debit Card; or (iii) failed to notify us as soon as you and/or the Debit Card Holder became aware that the Debit Card or PIN had been lost, stolen or misused.

(g) Lost or Stolen Debit Cards

If a Debit Card is lost or stolen, or suspected to be lost or stolen, the Client must notify ATB immediately by calling toll-free 1-800-332-8383. Upon receipt of such notification, ATB will place a hold on the Account and issue a new Debit Card in which case you and/or the Debit Card Holder will be required to select a new PIN.

If a Debit Card is lost or stolen, unless otherwise prohibited by law, the Client will be liable to ATB for:

- (i) all Debts on the Account in relation to the lost or stolen Debit 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 Debit Card that is incurred before ATB is notified of the loss or theft; and
- (ii) all Debts on the Account in relation to a lost or stolen Debit Card that is incurred through transactions in which the Debit Card and PIN are used.

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

7.10 Merchant Disputes

When the Debit Card is used for point-of-sale purchases at merchant locations, the purchase and sale agreement is between the Client and the merchant. ATB shall have no liability regarding any disputes between the Client and any merchant and the Client shall settle all claims and disputes relating to goods or services obtained through use of the Debit Card with the merchant directly.

7.11 Renewals

The Client acknowledges that ATB will be issuing renewal or replacement of the Debit Cards from time to time and that the Client will select or receive new PINs in connection with such renewals or replacements, and the Client agrees that all terms and conditions of this Agreement, as changed from time to time, apply to such renewals or replacements of the Debit Cards.

7.12 Service Cancellation

The Client may cancel the Debit Card at any time by providing written notice to ATB. ATB has the right at any time, without notice to the Client to cancel or suspend the use of a Debit Card.



If a Debit Card is cancelled or suspended:

- (a) the Client will cease to be entitled to the Debit Card benefits;
- (b) the Debit Card shall immediately be returned to ATB;
- (c) ATB may inform businesses honouring the Debit Card that it has been revoked or cancelled; and
- (d) the Client shall continue to be liable for all Debts to the Account incurred through the use of any Debit Card made prior to the time the Debit Card is returned to ATB.

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

7.13 Inquiries

If you have any questions about your responsibilities regarding the PIN and Debit Card, please contact ATB Client Care at 1-800-332-8383.

8. SERVICE CHARGES

8.1 Use of Account

The Client agrees to pay all of ATB's current service charges for the operation of the Account and for Services performed under this Agreement in respect of the Client's Account. The current charges for the Account and Services are set out in the Rate and Fee Schedule or Arrangement Letter. ATB 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 for the Client to do this. These charges include, but are not limited to:

- (a) any charges ATB assesses for the handling of purported payments for the Account returned unpaid upon presentation for payment;
- (b) ATB's service charges for the retrieval of sales slips, cheque copies, issuance of replacement Statements or Debit Cards, cash advances from ABMs, over the counter cash advances and credit bureau searches;
- (c) any fees charged by ATB for overdraft protection or any interest charged by ATB for an overdraft that was not permitted;
- (d) annual fees and supplemental fees charged by ATB for a Debit Card;
- (e) any administrative fee charged by ATB for purchases, cash advances or cheques made or drawn in a foreign currency;
- (f) any liability of the Client incurred under any agreement with ATB;
- (g) any charges for providing or responding to requests for information or access to business records; or
- (h) where permitted by applicable law, other administrative items.



8.2 Overdrafts Not Covered by Overdraft Protection

Unless ATB agrees, the Client may not overdraw the Account. Service charges and costs may be charged by ATB to the Account even if such charging creates or increases an overdraft in the Account. If the Client creates or increases an overdraft, the Client must promptly repay the amount overdrawn, without notice from ATB. ATB will charge interest at the Overdraft Rate on any amount overdrawn until the Client has repaid it. If ATB allows the Client to overdraw the Account, that does not permit the Client to overdraw the Account in the future.

8.3 Foreign Exchange

If the Client draws against the Account in a currency other than the denominated currency for such Account, ATB will convert the currency directly to the currency for such Account, before the transaction is recorded on the Account, based upon the conversion rate set by ATB at the time the debit is posted to the Account, plus an administration fee (if applicable) as disclosed in the Rate and Fee Schedule or Arrangement Letter.

9. STATEMENTS

9.1 Statements

ATB will provide the Client with a Statement every month. However, ATB may not provide a Statement for an Account in which there has been no activity that month.

The Statement will be mailed to the Client's address last provided to ATB as indicated on ATB's records. Each Statement will be deemed to have been received by the Client on the fifth day following the date of deposit by ATB of the Statement at a post office with postage properly paid, unless there is a postal strike or other disruption affecting mail delivery, and in such case, the Client must contact ATB monthly during such strike or disruption to obtain Statement information.

9.2 Statement Verification

The Client must notify ATB promptly if it does not receive a Statement within seven days of when the Client normally receives its Statement. ATB is not responsible for lost, misdirected or intercepted Statements.

Upon receipt of a Statement, the Client must examine the Statement, each debit and credit entry, and each cheque, voucher and balance recorded. The Client must notify ATB 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 the Client does not notify ATB as required, the Statement, balance and transaction information (except as to any alleged errors so notified) will be deemed conclusively to be correct, complete, authentic and properly binding upon the Client and charged to the Account and the Client is not entitled to be credited with any sum not credited in the Statement. In such case, the Client will release ATB 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 the



Client against ATB for any item disclosed or omitted to be disclosed on the Statement. At any time ATB may correct any credit to the Account made by mistake.

10. CLOSING THE ACCOUNT

The Client may close the Account at any time with notice to ATB in accordance with the terms of this Agreement.

11. ATB'S RIGHT TO FREEZE OR CLOSE THE ACCOUNT

ATB may freeze or close the Account, or suspend or modify the provisions of a Service, at any time and without notice:

- (a) when required by law;
- (b) when ATB has reasonable grounds to believe that the Client did or may commit fraud or use the Account or Service for any unlawful or improper purpose;
- (c) when a loss is or may be caused to ATB Financial;
- (d) when the Account is operated in a manner unsatisfactory to ATB, contrary to ATB's policies, or contrary to the terms of this Agreement;
- (e) if the Client is a victim or potential victim of fraud or identity theft in order to prevent potential losses; and/or
- (f) when any other agreement applicable to the Account or any Service is violated.

In addition to the above, ATB may close the USD Account when requested by the US Account Operator, or when the USD Account has been used in a manner that is contrary to the policies established by the US Account Operator.

If ATB closes the Account, ATB will remit the funds currently on deposit, subject to ATB's right to offset any outstanding Debts, to the Client's last address shown in ATB's records.

12. Right of Offset

ATB has the right at anytime and from time-to-time to use all or any of the money in any Account held by the Client to pay any account fees, service charges or any other debts, liabilities or obligations of the Client owing to ATB without notice to the Client. ATB can set off these balances in any manner it considers necessary. ATB also reserves the right to convert all or any of the money in the Client's Accounts or obligations owing to ATB at such rate as it may determine to offset the Client's obligations in different currencies.

13. TERMINATION

13.1 Termination of Agreement

Except as otherwise specified in this Agreement, this Agreement may be terminated and the Account closed at any time by either party by giving ten (10) calendar days written notice of termination to the other party.

13.2 Termination without Notice



Notwithstanding Section 13.1, ATB may immediately terminate this Agreement without notice if the Client:

- (a) becomes insolvent or bankrupt; or a petition in bankruptcy is filed; or any substantial (or any substantial portion of the) assets of the Client are seized or otherwise attached pursuant to legal processes or other means, or any step or proceeding is taken by or against the Client under or in respect of, any bankruptcy, insolvency or other similar law affecting creditors' rights against the Client
- (b) becomes 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) conducts or participates in a fraudulent, inappropriate or suspicious transaction using the Account or the Services;
- (e) fails to make any payment when due or under this Agreement;
- (f) has, in ATB's sole opinion, a material adverse change in its financial condition;
- (g) receives one or more Canada Revenue Agency requirements to pay, Canada Revenue Agency deemed trusts, judgments, garnishments, third party demands or orders are rendered against the Client for payment of money and any such judgments, garnishments, third party demands or orders remain unpaid and in effect for more than five (5) Business Days or would, in the opinion of ATB, have a material adverse effect;
- (h) is in default or breach of any of the provisions of this Agreement or any other agreement with ATB;
- (i) if any representation, warranty or agreement made by the Client in this Agreement is breached by the Client or any certificate or statement of fact made by the Client to ATB, or any other communication by the Client to ATB, is found to have been incorrect or misleading on or as of the date made; or
- (j) if any provision of any of this Agreement, considered material by ATB, is held by a court of competent jurisdiction to be unenforceable or if the Client alleges that any such provision is unenforceable

(each of (a) to (j) above being a "Termination Event").

Upon the occurrence of a Termination Event, ATB may also, in its sole option, continue to provide any one or more Services but it shall have the option of revising the terms and any fees or charges due for such Services without prior notice to the Client.

13.3 Effect of Termination

The Client must notify any party who has authorization to charge transactions to the Account of the account closure. Although the Account may be closed, the Client continues to be liable for any pre-authorized payment arrangement(s) which may still be charged to the Account.

13.4 Return of Property



Upon any termination hereunder (whether pursuant to a Termination Event or otherwise) the Client will immediately return to ATB (or destroy at ATB's request) all Debit Cards, cheques, confidential information of ATB and other documentation, goods and materials provided to the Client by ATB in connection with the Account. If requested by ATB, the Client shall certify to ATB the destruction of all Debit Cards, cheques and confidential information of ATB.

13.5 Acceleration

Upon any termination hereunder (whether pursuant to a Termination Event or otherwise), all Debts of the Client to ATB arising from this Agreement (whether posted to the Account, or posted in the future, including Debts not yet incurred or not yet processed), and all accrued service charges, fees and costs and all accrued interest thereon, must be immediately paid by the Client to ATB. ATB may withdraw the amount necessary to satisfy such Debts from any Account the Client holds with ATB.

13.6 Provisions Survive

Sections 2.2, 5.1, 5.2, 6.2, 7, 8, 13, 14 and 15 shall survive the expiration or termination of this Agreement.

14. Limitation of Liability and Indemnity

Notwithstanding any other provision hereof or any other document or agreement between ATB and the Client none of, ATB, the USD Account Operator, or any Service Providers will have any liability in tort, contract or otherwise for any loss, damage or claim, judgment, cost or expense (collectively "Damages") that the Client asserts or sustains as a result of the Client's use of the Account or the Services, except for direct Damages attributable to ATB's gross negligence or wilful misconduct arising directly from the performance by ATB of its obligations under this Agreement and ATB will not be liable for any other direct damages. For greater certainty, this limitation of liability extends to any Damages that the Client may suffer as a result of ATB, the USD Account Operator, or a Service Provider acting or refusing to act on any Instruction, communication, order, or entry (whether electronically or otherwise) received by ATB from the Client as well as any loss of data regardless of form.

Under no circumstances will ATB, the USD Account Operator, or any Service Provider be liable to the Client or any third party for any other Damages (including any special indirect, punitive, incidental or consequential Damages, including, but not limited to, lost business, profits or revenue), whether or not ATB, the USD Account Operator, or any Service Provider is advised of the possibility of such loss or damage with respect to any such Damages, including, without limitation, Damages in respect of any of the following:

- (a) any operation or operational failure, delay or Services unavailability including any hardware or software system failure or transmission and/or communication system failure (regardless of cause);
- (b) any non-payment, late or improper payment resulting from insufficient funds, credit or other limits on the Client's Accounts, inaccurate, incomplete or unauthorized Instructions or information received by ATB;



- (c) any non-receipt or delayed receipt, or receipt with errors or corrupted data, or receipt in a format not acceptable to ATB, the USD Account Operator, or the Service Providers, of information or data required to perform any obligation of ATB or any Service to be provided by ATB;
- (d) ATB, the USD Account Operator, or any Service Provider in their discretion declining to act upon any Instructions or information provided to them in accordance with this Agreement;
- (e) the failure or error of any other financial institutions, third party networks, communications providers, public utilities and their agents or any other similar third parties;
- (f) mistakes, errors, omissions made by the Client or its Authorized Contacts or any Signing Officer in relation to their use of the Services; and
- (g) the circumstances outlined in this Agreement which ATB has indicated it will not be liable or responsible for, or that for which the Client is responsible.

The Client will indemnify ATB and its officers, directors, employees and agents, the USD Account Operator, and any of its Service Providers, against all claims, proceedings, Damages, costs (including legal costs), expenses and liabilities, directly or indirectly, incurred by or taken against any of them which directly or indirectly, without limitation, are the result of the Client's use of the Account and the Services, the Client's (or any Authorized Contact's) breach of the terms and conditions of this Agreement or from ATB acting or deciding to act upon any Instruction or information given to ATB in accordance with this Agreement.

15. GENERAL

15.1 Compliance with Laws

The Client acknowledges that all Instruments will be issued and paid and all transactions will be processed in accordance with applicable laws and regulations, including the rules of Payments Canada and any foreign clearing associations, and with any self-regulatory codes adopted by ATB.

15.2 Suspicious Transactions

The Client acknowledges and agrees that ATB, the US Account Operator and Service Providers may have a legal obligation to report to the Financial Transactions and Reports Analysis Centre of Canada or any other similar government authority in Canada, the US, or another country, as required by law (without any notice to the Client any transaction which in their sole opinion may be a suspicious transaction made on or in respect of the Account.

15.3 Limits

ATB may set one or more limits in its sole discretion and such limits are subject to change without notice. Such limits include: the amount that may be transferred between accounts; the number of bill payments that can be made in one day; the maximum amount for each bill payment, or the maximum cash withdrawals as outlined in Section 2.5(b).



15.4 Payment System Rules

The Client understands that in carrying out any of the Services, ATB will be subject to the requirements of the rules, guideline, requirements and standards of various payment systems (the "Standards") (including without limitation, the Payments Canada) and accordingly, ATB may be unable to accept or process instruments or Instructions that do not comply with the Standards.

15.5 Not a Substitute for Other Agreements

This Agreement replaces any prior account opening agreement governing any Account the Client may already have with ATB. This Agreement is in addition to, and not in substitution for, any other agreement between ATB and the Client with respect to the operation of any Account(s) of the Client and with respect to the Services.

15.6 Headings

Headings contained in this Agreement are added for convenience and do not change the meaning of any provision of this Agreement.

15.7 Waiver of Rights

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

15.8 Assignment

ATB may assign its rights and obligations under this Agreement at any time to a third party. If ATB chooses to do so, it may disclose information about the Client and the Services to anyone to whom ATB assigns rights provided they agree to maintain confidentiality in a manner similar to ATB. The Client may not assign its rights and obligations under this Agreement unless the Client first obtains ATB's prior written consent.

15.9 Benefit

This Agreement will benefit and bind the respective successors and permitted assigns of ATB and the Client

15.10 Choice of Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and the Client agrees to submit to the jurisdiction of the Courts of Alberta.

15.11 Force Majeure

ATB will not be liable to the Client or any other party in any way for delay in performance



or for the non-performance of any provision of this Agreement if such delay or non-performance is directly or indirectly caused by an event or a series of events beyond the control of ATB including, without limitation, acts of God, loss of communication systems and events such as flood, storm, fire, casualty, accident, power failure, riot, terrorism, war, labour dispute, communicable disease outbreak, public health emergency or other similar events.

15.12 Severability

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

15.13 Further Assurances

The Client shall forthwith from time to time upon the request of ATB, make and execute all such additional documents, acts, matters and things as may be required by ATB in its reasonable discretion to give effect to the provisions of this Agreement. By way of illustration, this may include the Client providing certified resolutions (or similar proof) of authority to execute and consummate this Agreement and any ATB or third party licenses or sublicenses that may be required for certain services.

15.14 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 two-year limitation period will be extended to six years for the purposes of enabling ATB to enforce this Agreement.

15.15 Privacy Notice

ATB will collect, use and disclose your personal information in accordance with its (a) Privacy Code; (b) Privacy Statement; and (c) Out of Canada Service Providers Statement (collectively, "privacy practices"). You can access ATB's privacy practices (a) by its website www.atb.com, under the heading Privacy and Security; (b) by seeking copies of these (i) through any ATB branch; or (ii) through ATB's Client Care Centre, 1-800-332-8383. In the event that you have any questions about ATB's collection, use or disclosure of your personal information, you may contact its Chief Privacy Officer: 1-800-332-8383, PrivacyOfficer@atb.com or at #2100, 10020 – 100 Street, Edmonton, AB T5J 0N3.

15.16 Amendments

Other than as required by law, ATB may amend this Agreement at any time by giving the Client notice of the change; and notice may be given before or after the change takes effect. If notice is given before the change takes effect, the Client agrees and consents to the change upon conducting a transaction on the Account, including the use of ATB Business or of any Services after the date of the change. If notice is given after the change takes effect, use after the date of the notice constitutes a consent and agreement



to such change.

15.17 Modification of Services

ATB may add, discontinue or modify any part or feature of the Services at any time in its sole discretion. ATB may, but is not obligated unless required by applicable law, to notify the Client of such change.

15.18 Notice Provisions

Except as otherwise provided in this Agreement, any notice that is required to be given by ATB under this Agreement may be given to you, at ATB's option, by: (i) a secure message posted on ATB Business; (ii) a message posted on ATB's website; (iii) in writing delivered by courier to the place of business last shown on ATB's records; or (iv) in writing by regular mail to your mailing address last shown on ATB's records.

Any notice you are required to give under this Agreement to ATB must be provided by an Authorized Contact: (i) in person on any Business Day to the branch at which the Account is held; (ii) in writing by regular mail to ATB's address appearing on the most recent Statement; or (iii) by contacting ATB's Client Care Centre at 1-800-332-8383.

Any notice provided by secure message shall be deemed delivered and received on the day it is posted on ATB Business. Any notice provided by message shall be deemed delivered and received on the day that it is posted on ATB's website. Any notice provided in writing by courier shall be deemed delivered and received on the date delivered. Any notice provided in writing by courier but refused shall be deemed delivered and received on the date delivery was attempted. Any notice provided in writing by regular mail shall be deemed delivered and received on the third (3rd) Business Day following the date of its mailing. Any notice provided in person on any Business Day to the branch at which the Account is held shall be deemed delivered and received on the Business Day so delivered. Any notice provided by contacting ATB's Client Care Centre shall be deemed delivered and received on the date of contact.

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