Thank you for applying for FX International Payments services from American Express. We look forward to serving all your foreign exchange payment needs.

AMERICAN EXPRESS FOREIGN EXCHANGE SERVICES

Corporate FXIP Account Application

Please fax your application to 1-866-284-3495, attention/subject: New Application.

You can also mail your application to: Amex Bank of Canada Attn: FX International Payments, MC 62-01-137 101 McNabb Street Markham, ON L3R 4H8

| All fields are mandatory unless indicated with an asterisk (*). | | |
|--|--|--|
| PART A: COMPANY INFORMATION — Please print | | |
| LEGAL COMPANY NAME | "DOING BUSINESS AS" (IF DIFFERENT FROM LEGAL N | AME) |
| STREET ADDRESS CITY | PROVINCE | POSTAL CODE (NOT P.O. BOX) |
| COMPANY PHONE (LAND LINE ONLY) FAX* | COMPANY WEBSITE (IF APPLICABLE)* | YEARS IN BUSINESS |
| NATURE OF PRINCIPAL BUSINESS INCORPORATION/ BUSINE | SS NUMBER JURISDICTION OF INC | CORPORATION/ REGISTRATION |
| DO YOU CURRENTLY HAVE A RELATIONSHIP WITH AMERICAN EXPRESS?* PERSONAL CARD PURCHASING CARD PARTNERSHIP CORPORATE CARD MERCHANT OTHER | HOW DID YOU HEAR ABOUT FX INTERNATIONAL PAYME | ENTS?* |
| | DLE PROPRIETORSHIP RTNERSHIP | |
| ▶ Please provide evidence of legal structure (articles of incorporation | n, partnership agreement, etc.). | |
| PART B: DETERMINE YOUR NEXT STEPS — Follow the instructions be | low to determine which sections of the app | lication you need to complete. |
| This is a Not For Profit Company This is a Publicly Traded Corporation with net assets of CAD \$75 million or r This is a subsidiary of a Publicly Traded Parent Company with consolidated and net assets of CAD \$75 million or more as of the last audited statement This is a Government Entity (Federal, Provincial, City, Municipal or Town gov a Public Hospital or Hospital Authority, a School Board, University or College None of the Above | financial reporting ernment body, a Crown Corporation, | BEGIN AT PART C BEGIN AT PART F BEGIN AT PART G BEGIN AT PART D |
| PART C: NOT FOR PROFIT DETAILS | | / BEGINALIANI D |
| Is the Company registered as a charitable organization with the Canada Revenue Agency under the Income Tax Act? | If it is registered, please provide the Charitable Registration Number: | |
| ☐ YES ☐ NO | If it is not registered, does it solicit funds from | the public? YES NO |
| PART D: DIRECTORS OF THE COMPANY — List the names and occup directors, please print or photocopy blank copies of this page. Include | | |
| If the Entity is not a Public Body or a branch of Government or if it is not a Porganization with consolidated financial reporting) with net assets of CAD \$ details of the Directors of the Company as required by regulation. | ublicly Traded Corporation (including a subsidia 75 million or more and is traded on an approve | ary of a publicly traded d Exchange, please provide |
| 1. NAME (FIRST, MIDDLE, LAST) | OCCUPATION | |
| 2. NAME (FIRST, MIDDLE, LAST) | OCCUPATION | |
| 3. NAME (FIRST, MIDDLE, LAST) | OCCUPATION | |
| 4. NAME (FIRST, MIDDLE, LAST) | OCCUPATION | |
| | | AMERICAN EXPRES |



PART E: OWNERS OF THE COMPANY — List all individuals who, directly or indirectly, own 25% or more of the shares or 25% or more of the ownership of the company. Indirectly means the individual owns 25% or more of the shares or the ownership interests of an entity that controls the company, including through a chain of control. If there are more than 4 owners, please print or photocopy blank copies of this page. Include the additional pages with your completed application. If a company is the owner of an interest in the subject company, list the name of the company and its ownership percentage as well as all individuals who, directly or indirectly, own 25% or more of the shares or 25% or more of the ownership of the subject company. D.O.B. (MM/DD/YY)* OCCUPATION 1. NAME (FIRST, MIDDLE, LAST) % OWNERSHIP COMPANY CITY COUNTRY STREET ADDRESS PROVINCE/STATE POSTAL CODE (NOT P.O. BOX) D.O.B. (MM/DD/YY)* OCCUPATION 2. NAME (FIRST, MIDDLE, LAST) % OWNERSHIP COMPANY COUNTRY STREET ADDRESS CITY PROVINCE/STATE POSTAL CODE (NOT P.O. BOX) D.O.B. (MM/DD/YY)* OCCUPATION 3. NAME (FIRST, MIDDLE, LAST) % OWNERSHIP COMPANY STREET ADDRESS CITY PROVINCE/STATE COUNTRY POSTAL CODE (NOT P.O. BOX) OCCUPATION D.O.B. (MM/DD/YY)* 4. NAME (FIRST, MIDDLE, LAST) % OWNERSHIP COMPANY STREET ADDRESS CITY COUNTRY PROVINCE/STATE POSTAL CODE (NOT P.O. BOX) □ No other person owns 25% or more of the applicant company. ☐ The Company represents and warrants that each individual listed above has consented to Amex Bank of Canada's collection, disclosure, use and processing of any information which relates to that individual to be conducted by authorized Amex employees in relation to any inquiries or daily operations related to any services covered under this application and agreement. PART F: DETAILS OF PUBLICLY TRADED CORPORATIONS — If not a Publicly Traded Corporation, please skip to PART G. Is the Corporation a subsidiary of a publicly traded parent with consolidated financial reporting? ☐ YES ■ NO If yes, what is the name of the publicly traded company? _ What is the ticker symbol of the company or parent company? ____ What is the name and country of the exchange where the shares are traded? What is the date of the last audited statement? ___ ▶ Please include a copy of the most recent audited financial statement.

| PART G: PAYMENT NEEDS | |
|---|---|
| YOUR INDUSTRY / TYPE OF BUSINESS | GOODS AND SERVICES FOR WHICH YOU MAKE INTERNATIONAL PAYMENTS |
| NUMBER OF INTERNATIONAL PAYMENTS PER MONTH (BE AS SPECIFIC AS POSSIBLE) | AVERAGE VALUE OF ONE MONTH'S TOTAL PAYMENTS IN CAD DOLLARS (BE AS SPECIFIC AS POSSIBLE) |
| LIST OF COUNTRIES TO WHICH YOU MAKE PAYMENTS OR FROM WHICH YOU RECEIVE PAYMENTS | LIST OF CURRENCIES IN WHICH YOU MAKE PAYMENTS |

INTENDED PURPOSE AND REASON FOR USE OF ACCOUNT



| PART H: CONTACT INFORMATION | | | | |
|--|---|--|--|---|
| 1 . PR | MARY CONTACT NAME FOR PAYMENTS, INC | QUIRIES, DAILY OPERATIONS, ETC. | ПТЦ | E |
| PHON | E | FAX | BUSINESS EMAIL | |
| 2 . SE | CONDARY CONTACT NAME | | TITLI | E |
| PHON | E | FAX | BUSINESS EMAIL | |
| ☐ The Company represents and warrants that each individual listed above has consented to Amex Bank of Canada's collection, disclosure, use and processing of any information which relates to that individual to be conducted by authorized Amex employees in relation to any inquiries or daily operations related to any services covered under this application and agreement. | | | | |
| PAR acco | T I: BANKING INFORMATION — ount you authorize us to debit fo | Please provide the following information your international payments. The PA | on about your financial institution (loca D Debit Agreement following forms par | ated in Canada) and the t of this application. |
| | Financial Institution's Name | Chequing Account Number | Bank Branch and Transit Number† | Account Holder's Name (Name on bank account) |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| †Eight- | i digit number across the bottom of a ch | neque identifying the financial institution. | | |
| Note | Your transactions can only be funded l | by a business account. The company name mus | t be preprinted on cheques. We cannot accept p | ersonal cheques. |
| | CAD Void Cheque provided for PAD purpose | | | ☐ Add USD account as beneficiary |
| | | s can also accept or initiate wire transfers (International Payments representative afte | electronic funds transfers) from or to your b r account setup. | oank. |
| | | TE: PLEASE PROVIDE A COPY OF THE | · | |
| PAR | T J: FINANCIAL INFORMATION | | | |
| | e attach one of the following financial o | | | |
| Audited Financial Statements (Preferred) Unaudited Financial Statements | | | | |
| The purpose of collecting this information is to determine reasonable credit limits on your account. If you cannot provide any of the above, we can still set up your FXIP account, although transactions settled by Pre-Authorized Debit ("PAD") will incur additional processing time. Alternatively, you can choose to settle time-sensitive transactions via a domestic wire into our nominated account (for more information, contact your relationship manager). Please indicate below if you will not be providing any of the above two | | | | |
| financial documents. We will not be providing any of the above listed financial documents and therefore acknowledge that transactions settled via PAD will incur additional processing time. | | | | |
| PART K: USER AUTHORIZATION INFORMATION — Please attach completed User Authorization Addendum | | | | |
| To comply with applicable "Know Your Customer" regulations, American Express must collect documentation that identifies each User. Acceptable forms and methods of identification are prescribed by legislation and depend on whether documentation is verified by an American Express employee or agent "Face to Face" or by "Non Face to Face" methods. Please list the person(s) who are authorized to submit orders for international payments on behalf of your company and complete the required information and indicate all applicable authorizations within the User Authorization Addendum. Note: Applications will not be fully processed and approvals will not be granted unless a completed and signed User Authorization Addendum is provided with this application. | | | | |
| USER #1 ■ Authorized signatory to effect changes on behalf of the company | | | | |
| NAMI | OF USER (FIRST, MIDDLE, LAST) | | | |
| USE | R #2 ■Authorized signat | ory to effect changes on behalf of the co | mpany | |
| NAME OF USER (FIRST, MIDDLE, LAST) | | | | |
| USER #3 ■Authorized signatory to effect changes on behalf of the company NAME OF USER (FIRST, MIDDLE, LAST) | | | | |
| | | | | |
| USER #4 ■ Authorized signatory to effect changes on behalf of the company NAME OF USER (FIRST, MIDDLE, LAST) | | | | |
| THE OF SOLIT (FINO), MIDDEL, LIVO) | | | | |
| ☐ The Company represents and warrants that each individual listed above has consented to Amex Bank of Canada's collection, disclosure, use and processing of any information which relates to that individual to be conducted by authorized Amex employees in relation to any | | | | |



inquiries or daily operations related to any services covered under this application and agreement.



Pre-Authorized Debit Agreement

In this Pre-Authorized Debit Agreement ("PAD Agreement"), the words "Customer", "you" and "your" refer to the Company named in Part A above, and the words "AMEX", "we" and "us" refer to Amex Bank of Canada and its affiliates and their assignees.

You request and authorize AMEX to issue pre-authorized debits ("PADs") against the deposit account identified in Part I (Banking Information) above or such other accounts as you may identify to us from time to time (the "Deposit Account") in accordance with the terms and conditions of this PAD Agreement.

You agree to the terms and conditions of the PAD Agreement set out below. If this PAD Agreement is being entered into by electronic means (i.e., online, using a secret code or password), we are required to verify details provided by you and provide you with notice confirming your instructions ("Confirmation") at least 15 days before the due date of the first PAD. Also in the event this PAD Agreement is entered by electronic means, as permitted by the rules of the Canadian Payments Association and to enable an earlier implementation of your instructions, you agree to the reduction of the period between Confirmation and the debit date of the first PAD to three days. Please note that the requirement for Confirmation does not apply if the PAD Agreement is signed by you, even if the signed agreement is sent to us by fax or by an electronic copy of the scanned signed document. You warrant and guarantee that all persons whose signatures are required to authorize transactions on the Deposit Account have signed or authorized this PAD Agreement.

AUTHORIZATION OF CUSTOMER AND HOLDER OF THE DEPOSIT ACCOUNT

Print Date (MM/DD/YY)

Print Name (First, Middle, Last)



Signature

(Electronic signature of account holder requires use of a user ID and password or other agreed method of signifying agreement.)

SECOND AUTHORIZATION IF TWO SIGNATURES ARE REQUIRED TO WITHDRAW FROM THE ACCOUNT

Print Date (MM/DD/YY)

Print Name (First, Middle, Last)



Signature

(Electronic signature of account holder requires use of a user ID and password or other agreed method of signifying agreement.)

Terms and Conditions

- 1. Business PADs: This is a continuing but revocable authorization for the issue and the processing of PADs for business purposes, in accordance with your instructions given from time to time as required by this PAD Agreement for one-time or sporadic payments from time to time of variable amounts. If any PAD is dishonoured for any reason, you agree that we may resubmit that PAD in accordance with the rules of the Canadian Payments Association. PADs shall be applied in payment of services provided by us for your business use.
- 2. One-time or sporadic payments: At any time, you may authorize us to issue a PAD against the Deposit Account for payment of a specified amount using the Foreign Exchange International Payments from American Express service in accordance with your instructions. Your authorization for this payment may be given to us by any means, including by way of telephone, electronic communication or on our secure web site, and will involve use of a signature, secret password, secret code or other unique personal identifier. Your authorization for a one time or sporadic payment will constitute authorization and direction to us for that payment only.
- **3. Change of information:** You agree to inform AMEX, in writing, of any change in the information about the Deposit Account at least 10 calendar days before authorizing another sporadic PAD.
- **4. Cancellation:** You may cancel your authorization at any time by giving us 30 days' prior notice, either in writing or by authorized instruction by telephone, electronic communication or on our secure web site. You may

- obtain a sample cancellation form, or more information about your right to cancel a PAD Agreement from us or your other financial institution or at www.cdnpay.ca. This PAD Agreement applies only to the method of payment to AMEX and does not otherwise affect your obligations to us. Revocation of this authorization does not terminate any contract for goods or services that exists between you and us or relieve you of any obligation to make payment to us. You acknowledge that you will have to make alternate payment arrangements acceptable to us if you revoke your authorization for PADs.
- **5. Disputes and recourse:** You have certain recourse rights if any PAD does not comply with this PAD Agreement. For example, you have the right to be reimbursed for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information about your recourse rights, you may contact us or your other financial institution or visit www.cdnpay.ca.
- **6. Consent:** You consent to the disclosure of personal information contained in this PAD Agreement, and in any debit issued pursuant to this authorization, to financial institutions as necessary in order to give effect to this PAD Agreement, subject to the rules of the Canadian Payments Association and applicable privacy laws.
- **7. Contact:** You may contact us by calling 1-866-228-6920 or by mail at Amex Bank of Canada, ATTN: FX International Payments, 101 McNabb Street, MC 62-01-137, Markham, ON L3R 4H8.





Service Agreement and Application

| hereby enters into this Service Agreement and Application with Amex Bank of Canada |
|---|
| Name of Business Entity (the "Company") |
| (hereinafter referred to as "AMEX") as of the day of, 20 The Terms and Conditions of Foreign Exchange International Payments from American Express (the "Terms and Conditions") and the Pre-Authorized Debit Agreement, as both may be amended from time to time, are hereby incorporated by reference into this Service Agreement and Application as if fully set forth herein. By signing and returning this Service Agreement and Application, and by submitting orders (as defined in the Terms and Conditions) or by using the Company's account to initiate payments under the Foreign Exchange International Payments from American Express service, the Company agrees to be bound by the Terms and Conditions. |
| The Company hereby certifies that all statements contained in this Service Agreement and Application, and any other information contained in documentation submitted in support of this Service Agreement and Application, are true and correct as of the date hereof. |
| The Company hereby requests that the Company be enrolled in the Foreign Exchange International Payments from American Express service and hereby advises AMEX that the authorized personnel ("User(s)" and/or "Administrator(s)") listed in the User Authorization section below are hereby nominated to conduct Foreign Exchange International Payments business with AMEX on behalf of the Company. The Company confirms that all actions taken by its nominated Users and Administrators are duly authorized and that the Company is responsible for all such actions. |
| The Company hereby requests that a unique User ID and Password be given to each User or Administrator for whom online access has been indicated in the User Authorization section in this application and further verified in the attached User Authorization addendum. The Company further acknowledges and agrees that it shall cause each User and Administrator to ensure the confidentiality of his/her password. |
| The Company acknowledges and agrees that (i) transactions under the Foreign Exchange International Payments from American Express service made online will be verified by a User ID; (ii) transactions initiated via telephone will be validated and processed by verifying telephone passwords; and (iii) transactions initiated via facsimile transmission will be validated and processed solely by matching User signature(s), (iv) transactions initiated via email will be validated and processed solely by verifying authorized User email address(es). AMEX may determine, in its discretion, whether to permit transactions to be initiated using any of the foregoing methods. |
| The Company acknowledges and agrees that it shall be solely responsible for selecting Users and Administrators and for monitoring the activities of such Users and Administrators. The Company hereby further agrees to ensure that all changes and deletions to the list of Users and Administrators will be communicated to AMEX in writing on a timely basis. |
| Provided that AMEX complies with the security features described above (which features the Company hereby acknowledges are deemed to be fully satisfactory) including passwords, signature review, and User IDs, the Company hereby agrees to hold AMEX harmless and to indemnify AMEX from and against any and all claims, damages, or losses that may occur due to the actions or inaction of such Users and Administrators. |
| By signing and returning this Application to AMEX, the Company hereby authorizes AMEX to transfer funds from the account indicated in this application and service agreement for funding payments that the Company initiates through the Foreign Exchange International Payments from American Express service. This authority is to remain in full force and effect until AMEX has received written notification from the Company of its termination in such time and manner as to afford AMEX a reasonable opportunity to act on such notification. |
| I,, a of the Company hereby certify that I am authorized Title |
| to sign this Application on behalf of the Corporation. |
| Name of Company |
| > |
| <u> </u> |





Title

Date (MM/DD/YY)

Corporate Banking Resolution

| OF THE DIRECTORS OF | |
|---|---|
| (the "Business") | |
| BE IT RESOLVED THAT: | |
| 1. The Business is authorized to open and operate accounts with and obtain agreements with the Bank with respect to any banking and financial service. | |
| 2. The Business authorizes the individual(s) listed on this form ("Authorized and financial services relationship of the Business with the Bank, including (a) to enter into agreements with the Bank including without limitation in a conditions from time to time; (b) to give the Bank instructions and perform transactions on behalf of the using any of the services offered by the Bank from time to time; (c) to receive statements, instruments, agreements, terms and conditions documents, notices and communications with respect to the accounted (d) to settle the account(s) of the Business with the Bank. | g without limitation, the following: accordance with any of the Bank's forms, agreements and terms and e Business with respect to the account(s) of the Business with the Bank and s, amendments to agreements and terms and conditions, and other |
| Authorized Individuals are: | |
| Print Name (First, Middle, Last) | Print Name (First, Middle, Last) |
| Print Name (First, Middle, Last) | Print Name (First, Middle, Last) |
| the authority of the Authorized Individuals and the validity of this resolution by the Bank. 4. There are no provisions in the constating documents, by-laws or any other | es not need to make any further inquiry into the authority of the undersigned, in, all of which will be enforceable against the Business and may be acted upon resolution, agreement or document to which the Business is bound which are in this resolution and the authority of the Authorized Individuals until the Bank |
| CERTIFICATE OF AN OI | FFICER OF THE BUSINESS |
| The undersigned, an officer of the Business, hereby certifies the above to be Business, which resolution is in full force and effect and unamended as of the | |
| Name of Corporation (Please Print or Type) | |
| X | |
| By (Authorized Signature) | |
| Name (First, Middle, Last) | |



Terms and Conditions of Foreign Exchange International Payments

Important Document — Please Review and Retain with your records.

CONTRACT

These terms and conditions, as may be supplemented, amended or superseded from time to time ("Terms") apply to all transactions and matters involving AMEX Bank of Canada ("AMEX") and your company ("Client") regarding Foreign Exchange International Payments from American Express ("Service"). Client's placement of Orders (as defined below) or use or continued use of the Service constitutes Client's acceptance of and a contractual agreement to be bound by these Terms. These Terms supersede all prior written or verbal agreements. These Terms may be supplemented, amended or superseded by AMEX (i) from time to time in AMEX's sole discretion upon written notice to you or (ii) with immediate effect to the extent required under applicable law.

ACCOUNT SET-UP

All Clients must have a fully completed and approved application and other necessary account set-up documentation on file with AMEX, including a list of designated persons authorized to initiate valid and legally binding funds transfer orders and other orders and instructions (including cancellations and amendments) (collectively, "Orders") on Client's behalf. Client must also provide specimen signatures and oral, written and/or electronic passwords to be used to authenticate Orders. Client is responsible for safeguarding these passwords and agrees to be responsible for any and all use of such passwords. AMEX may in its sole discretion request additional account set-up documents or information at any time, or approve, reject or terminate Client relationships, or suspend or cancel Services.

TRANSMISSION AND ACCEPTANCE OF ORDERS

When placing Orders, Client will provide AMEX with all information AMEX may require via AMEX-authorized electronic and non-electronic processes. Each Order constitutes a separate severable agreement. Client agrees that AMEX may rely on such information provided in processing such Orders and that AMEX is entitled to rely on any Order received by it and treat any such Order as fully authorized and binding by Client, and AMEX shall be entitled to take such steps in connection with reliance on such Order as it deems necessary. Client agrees that any error in such information, including, but not limited to, incorrect beneficiary account number or name, beneficiary bank name, or other account, IBAN or routing or transit numbers are the Client's sole responsibility and liability. AMEX may reject any Order if (i) AMEX determines, in good faith and in its sole discretion, that such Order is not authentic, (ii) AMEX does not receive sufficient funds from the Client to cover such Order by the AMEX operational deadline, (iii) the Order is incorrect, incomplete or unsatisfactory to AMEX for any reason, (iv) the Client is in breach of these Terms, and (v) it is unlawful for AMEX to give effect to the Order. All aspects of Orders (whether transmitted by Internet or otherwise), including, but not limited to, rates and fees, are subject to final approval and confirmation by AMEX.

From time to time, AMEX may require Client to provide to AMEX additional information on its payment beneficiaries and payment volume so as to conform to AMEX's compliance and "Know Your Customer" policies. All Orders must be screened against the list of persons and entities (and the names appearing are names of "listed persons") maintained pursuant to the anti-terrorism financing provisions of the *Criminal Code* (Canada) and the *United Nations Act* (Canada), as well as for compliance with other anti-money laundering, anti-terrorist financing and government sanctions. Should any party to an Order be or appear to be a listed person or entity under laws, AMEX may be required by law to block related funds, reject the

Order and/or report to police authorities and the Financial Transactions and Reports Analysis Centre of Canada ("FINTRAC"). AMEX shall not be responsible for seeking approval to release any blocked funds or to complete any prohibited Order or be liable or accountable for any blocked funds. It is essential that Client implement effective "Know Your Customer" policies and procedures to ensure compliance with anti-money laundering and anti-terrorist financing laws.

Client acknowledges that AMEX and other financial institutions may execute Orders for payments based solely on the following information provided in the Order provided by the Client: (a) the account number or other identifying number of the beneficiary, even if the beneficiary name in such Order differs from the name on the account credited by the beneficiary bank, and (b) the bank IBAN or other identifying number, even if the Client provides AMEX with a different bank name. AMEX may from time to time establish and change in its sole discretion maximum and minimum value amounts and volumes of Orders for payments (and may vary by type or by currency).

SETTLEMENT

Client agrees to pay for Orders and any related fees in advance. Regarding such Orders and fees (including returned Orders and related fees), Client authorizes AMEX to draw or debit directly from the Client's designated account at a financial institution ("Account") pursuant to the payor's Pre-Authorized Debit ("PAD") Agreement completed by Client. Client agrees to continuously maintain such Account to process Orders, promptly notify AMEX of any changes to the Account designation, and promptly make all necessary changes in required settlement documentation. Client must notify Client's bank that AMEX may debit and credit such Account regarding service. Client further agrees that it will have sufficient funds in such Account to pay for Orders and related fees.

Actual settlement of your obligations when due in immediately available funds is of the essence regarding this Service. AMEX is not obliged to complete Service-related transactions unless and until AMEX (or AMEX's agent) has received all necessary debit authorizations, information, documents or finally credited payments on the value date, all as per the terms of an accepted Order. You agree to promptly repay any overdue obligations plus interest accrued at the Amex Bank Prime Rate. "Amex Bank Prime Rate" means the variable annual interest rate prescribed by Amex Bank of Canada from time to time at its sole discretion as a reference rate of interest for Canadian dollar loans and is subject to change without notice. In the event of your nonpayment or bankruptcy, AMEX may, in its sole discretion and to the fullest extent permitted by applicable law, take any action to reduce financial exposure, including the close-out, recall or early termination of any Order, upon disclosure required by law applying a new market rate to the Order, or requiring advance payment when AMEX has reasonable grounds for insecurity, and you hereby indemnify, defend and hold AMEX harmless from and against any and all liability, claims, damages and related costs (including lawyers' fees) resulting from such actions. In the event Client's PAD or debit entry is returned for insufficient funds after the maximum allowable number of attempts under applicable rules, and to the extent permitted by Canadian Payments Association rules, Client hereby irrevocably authorizes AMEX to initiate one or more new debit entries for any amount(s) up to the full amount of Client's unsatisfied obligation to AMEX, all as AMEX may in its sole discretion determine.

AMEX is not liable for any service fees that may be assessed by Client's bank or other party in respect of direct debits against the Account. AMEX is not responsible for any obligations, damages or liabilities over and above the amount of the applicable debit, credit or adjustment to the Account in the event that any such debit, credit or adjustment is not honored by the Client's bank or is improperly applied to the Account. Client may be liable for any service fees or charges imposed, by the financial institution that keeps the Account, in respect of any returned transaction in the event that the returned transaction is caused by Client error, insufficient funds in the Account, and/or failure to notify AMEX of changes to the Account. AMEX reserves the right to make changes to any related fees at any time, upon ten (10) days' prior written notice to the Client.

CANCELLATION. AMENDMENT, STOP PAYMENT AND REFUND

AMEX is under no obligation to cancel or amend an Order. AMEX may do so as an accommodation upon Client's request provided (a) AMEX shall not be liable under any circumstances if such request is not met and (b) AMEX receives the request at a time and in a manner affording AMEX a reasonable opportunity to act on the request before accepting the Order. Client's oral order to cancel or amend an Order will only be binding upon AMEX if confirmed in writing (in the form specified by AMEX) immediately thereafter. Client agrees to indemnify, defend and hold AMEX harmless from and against all claims, demands, costs, expenses and liabilities arising out of a cancellation or amendment request, agrees to reimburse AMEX for all of its expenses incurred in providing a refund and in attempting to cancel or amend the original Order, and agrees not to claim any amount from AMEX if the Order is not cancelled or amended or if AMEX or its representatives fail to cancel or amend an Order.

ERRORS AND DISCREPANCIES

Client shall promptly review each confirmation, advice or statement sent by AMEX and will promptly notify AMEX of any error, discrepancy or irregularity (including any unauthorized Order), not to exceed sixty (60) calendar days after such confirmation, advice or statement is sent or made available. Client may not assert any claim against AMEX in connection with any errors, discrepancies or irregularities if (i) Client did not exercise reasonable care in examining such communication which reflected such errors, discrepancies or irregularities, or (ii) Client did not notify AMEX in writing and in a reasonably prompt manner, not to exceed sixty (60) calendar days after such communication is sent or made available, that Client disputes any information thereon or missing therefrom. Client shall provide AMEX with all information necessary for AMEX to investigate the error, discrepancy or irregularity. Client may not institute any legal proceeding against AMEX for any such claim unless (a) written notice has been given in the manner as provided herein, and (b) such legal proceeding shall be commenced within six (6) months.

EXCHANGE RATES AND FOREIGN EXCHANGE

AMEX will perform foreign exchange on behalf of the Client at exchange rates confirmed with the Client. AMEX will execute Client's Orders in the currency requested by the Client. At the Client's option, AMEX may provide daily multi-currency fixed exchange rates at fixed rates advised by AMEX to the Client. AMEX, in its sole discretion, shall determine the fixed exchange rates applicable for a given business day at the beginning of such business day; AMEX reserves the right, at any time and without prior notice, to amend such rates at its own discretion, and in such case AMEX will make reasonable efforts to communicate such amended rate to the Client.

MEANS OF PROCESSING ORDERS

AMEX and its correspondent banks may use whatever intermediary banks, payments systems or methods AMEX deems commercially reasonable and appropriate for each Order. Client agrees to be bound by applicable law, regulations, clearing house rules or other rules or procedures of any

funds transfer or communications system that is used in the transaction, including, but not limited to the rules of the Canadian Payments Association, and CHIPS and SWIFT rules, regulations and operating procedures. Client agrees that it may be necessary for AMEX to use one or more intermediary or correspondent banks or banking networks to complete each Order. While AMEX will make every reasonable effort in good faith to ensure the rapid completion of each Order, AMEX is not responsible for the speed and timing of funds processing by other banks or systems beyond the control of AMEX. Client acknowledges that AMEX and other financial institutions have specified cut-off times for the receipt and transmission of electronic payments. AMEX will have no responsibility or liability for the late arrival of an Order relative to the cut-off times of its correspondent and intermediary banks. AMEX is not responsible for any fees that may be deducted by any intermediary or correspondent bank or by the beneficiary's bank in association with any Order or returned Order.

COMPLIANCE

Client agrees to use the Service only for lawful purposes and in full compliance with applicable law and all other relevant laws, rules, regulations and codes of practice, as may now or hereafter be in effect, including without limitation those arising from the applicable laws or regulations pertaining to (a) filings, registrations, approvals, consents, licenses, authorizations, and reporting requirements; (b) anti-money laundering and anti-terrorist financing (e.g., customer identification and "know your customer"; currency transaction reporting and recordkeeping, suspicious transaction and activity detection, monitoring and reporting); and (c) the Canadian government's sanctions programs. Client represents and warrants that with respect to Service-related transactions (a) Client's organization has an effective program (including, where appropriate, internal policies, training, procedures and controls) to reduce the risk of money laundering and the financing of terrorism (including transactions involving listed persons, narcotics trafficking, terrorist financing, official corruption or fraudulent activity) and to prevent violations of the aforementioned laws and the Canadian government's sanctions laws; (b) all transaction details provided to AMEX are complete, truthful and accurate; (c) all Orders are initiated only from Client locations physically located within Canada; (d) Client will not allow any third party to re-sell, access or subcontract (e.g., through use of "payable-through" or "concentration" accounts) the Service to any other person or entity.

REPRESENTATIONS AND WARRANTIES

By placing any Order or using (or continuing to use) the Service, Client represents and warrants to AMEX that (a) Client's Service-related obligations are legal, valid, binding and enforceable in accordance with their terms; and (b) the execution, delivery and performance by Client of any account set-up documentation are and remain complete, truthful and accurate, do not fail to disclose any material fact, have been duly authorized by necessary action, and do not or will not violate any provision of applicable law or any other law, regulation or Client's charter or by-laws, or result in the breach of or constitute a default under any other agreement or instrument by which Client is bound or affected, and Client undertakes to promptly provide to AMEX updates of same as may be necessary. Client is placing all Orders for commercial purposes only in the ordinary course of Client's business and not for investment or speculation purposes. Client further warrants that it is not acting as an agent for any person or on behalf of a third party in connection with the Service or any Orders placed with AMEX.

USE OF INFORMATION; CONFIDENTIALITY AND DISCLOSURE

Permission and authorization are hereby granted by the Client to AMEX, AMEX's affiliates, and any credit or other information services company, and to Provincial and Federal government representatives, agents and



authorities, without regard to whether they are listed herein, to verify, receive, exchange, and obtain business and other information as part of the application or at any time thereafter in connection with the ongoing application evaluation process, review of activity and/or collection of any obligation arising from the business relationship. Client further agrees that neither AMEX nor anyone who has furnished AMEX any information concerning Client shall be responsible for any losses or damages Client may claim resulting from said verification, receipt, exchange, or obtaining of credit or other information. Client acknowledges that AMEX may be compelled to disclose information to a regulatory supervisory or police authority or to FINTRAC (whether pursuant to an examination, audit or otherwise), or to a party entitled to such disclosure pursuant to a subpoena, restraining order, writ of attachment or execution, levy, garnishment, court or administrative warrant, or similar legal process affecting or relating to same served upon AMEX, and such legal process appears valid on its face to AMEX. Client shall indemnify AMEX and hold AMEX harmless from and against any and all claims, demands and costs resulting from, as a consequence of or in any manner in connection with, such disclosure. Unless Client has instructed AMEX otherwise in writing, AMEX may disclose Client information (whether obtained from Client's Service-related transactions or account set-up) to other AMEX entities and affiliates in order to develop or offer to Client other products and services.

LIMITATION OF LIABILITY

AMEX ASSUMES NO LIABILITY FOR (i) SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR INDIRECT LOSS OR DAMAGES, EVEN IF AMEX IS ON NOTICE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR (ii) CLIENT'S LAWYERS' FEES EXCEPT WHERE OTHERWISE REQUIRED BY APPLICABLE LAW. AMEX makes no warranties, express or implied, with regard to any matter related to the Service. AMEX shall not be liable hereunder for any damages or losses arising from, directly or indirectly, any cause or condition arising from a Force Majeure event (defined below), and shall be excused from any failure or delay in performing its Service obligations to such extent. No third parties are intended beneficiaries under these Terms, nor shall any third parties have enforceable rights under these Terms.

Neither AMEX nor its subcontractors shall be responsible for the acts or omissions of the Client, the Client's representatives (including but not limited to the amount, accuracy, timeliness of delivery or due authorization of any Orders from Client) or of any other person or entity, including but not limited to the Canadian Payments Association, any clearing house association or processor, any funds transfer system, any Federal Reserve Bank, any other financial institution or any supplier, and no such person or entity will be deemed AMEX's agent.

Client acknowledges and agrees that the use of AMEX-authorized processes to execute Orders constitutes a commercially reasonable security procedure against unauthorized Orders, and Client chose the Service with such processes as being appropriate and reasonable for Client's needs. It is understood that such security procedures are designed to verify the authenticity, not the accuracy, of Orders. Client agrees to be bound by any Order, whether or not authorized, placed in Client's name and accepted by AMEX in accordance with the agreed security procedures, and Client shall indemnify, defend and hold AMEX harmless from and against any such claims relating to such Order.

"Force Majeure" means any event or circumstance beyond AMEX's reasonable control that caused a delay or failure in AMEX's performance, including but not limited to (i) inaccuracy, interruption, delay in transmission or failure in means of transmission, whether caused by strikes, power failures, equipment failures, legal constraint, emergency conditions, action or inaction of government, currency controls, suspension of markets, civil, or military authority, fire, labour dispute, war, terrorism, riot, theft, natural disaster, breakdown of any supplier, equipment failure

or actions of intermediary or recipient banks or beneficiaries, (ii) Internet outages whether scheduled or unscheduled, or (iii) AMEX's reasonable belief that its action would have violated any law, guideline, rule or regulation of any governmental authority. The provisions of this section will survive completion of any Order or termination of these terms.

RIGHT OF SET-OFF

To the fullest extent now or hereafter permitted under applicable law, AMEX may, at any time without any prior notice or demand for payment, set off or apply any funds or property (wherever located and whether general or special, time or demand, matured or unmatured) maintained by Client or Client's current or former subsidiaries with AMEX, or any other indebtedness or claims of every nature and description of AMEX to Client or Client's current or former subsidiaries (whether contracted by Client alone or jointly and/or severally with another or others, absolute or contingent, secured or unsecured, matured or unmatured) against any amounts due and unpaid to AMEX. AMEX shall also be entitled to retain and not repay any amount which may then be owing by AMEX to Client or Client's current or former subsidiaries unless and until any such amount then outstanding has been repaid or discharged in full when due.

INDEMNITY

In order to induce AMEX to provide the Service, including those enumerated herein, to the fullest extent permitted by applicable law Client hereby indemnifies AMEX, defends and holds it harmless from and against (a) any and all actions, claims (groundless or otherwise), suits, judgments, assessments, fines and penalties arising out of or resulting either directly or indirectly from AMEX's having executed any of Client's Orders or authorized instructions, AMEX's having acted or refrained from acting in accordance with these Terms, Client's breach of these Terms, or the violation of any law, regulation, rule, or ordinance by Client relating to the Service, and (b) any costs (including lawyers' fees) relating to any such actions, claims, suits, judgments, fines, penalties, breaches or violations. This provision shall survive termination of Client's account.

ARBITRATION

Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between Client and AMEX, whether contractual, extra-contractual, tortious or statutory, arising from or relating to Client's account, this Agreement, the Service, Orders and any other agreement that Client has or may have had with AMEX, or the relationships resulting from any of the above ("Agreements"), including the validity, enforceability or scope of this Arbitration Provision or the Agreements. The term "Claim" also includes any claim, dispute or controversy that arises from or relates to (a) advertisements, promotions or oral or written statements related to the Service, (b) the benefits and services related to the Service (including any rewards programs), and (c) Client's application for any account.

Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim will only be resolved by arbitration pursuant to this Arbitration Provision and the National Arbitration Rules (the "Rules") of ADR Institute of Canada, Inc. (the "Administrator") or its successors or a replacement Administrator. For a copy of the Rules, to file a Claim or for other information about the Administrator, contact them at: ADR Institute, 234 Eglinton Avenue East, Suite 500, Toronto, Ontario M4P 1K5; email: admin@adrcanada.ca. Prior to the initiation of any claim, AMEX has the right to change or replace the Administrator and the Rules at our sole discretion.



Small Claims Court Proceedings and Complaint Procedures:

Notwithstanding anything to the contrary in this Arbitration Provision, Client will have the right to pursue any Claim without resort to arbitration in a small claims court of the province or territory of Client's head office so long as the Claim is individual, within the jurisdiction of and pending only in that court. Client may also access the AMEX complaint escalation procedures. Please refer to the "COMPLAINT HANDLING PROCEDURES" section of this Agreement. However, please note that the AMEX Bank Ombudsman and the Ombudsman for Banking Services and Investments (OBSI) do not deal with complaints that are the subject of arbitration or small claims court proceedings.

Consolidation: All Claims will be arbitrated on an individual basis. The parties agree that individual arbitration provides a more efficient and cost-effective method of resolving Claims than court litigation. However, Claims brought by Client against AMEX, or by AMEX against Client, may be joined, heard one after the other or consolidated, as the arbitrator will direct, in arbitration with Claims brought by or against someone other than Client, if agreed to in writing by all parties. The parties further agree that the arbitrator will have no jurisdiction or authority to consider any Claim brought on a class action or representative party basis.

Arbitration Procedures and Appeal: The arbitrator will take reasonable steps to preserve the privacy of individuals and of business matters. Where the Claim being arbitrated is for an amount less than \$50,000.00, there will be no oral discoveries subject to the discretion of the arbitrator to direct otherwise. The arbitrator's decision will be final and binding. However, where an appeal is not prohibited by statute, any party can appeal the award to an appeal panel administered by the Administrator, which will consider anew any aspect of the initial award objected to by the appealing party. Where the award under appeal is for \$50,000.00 or less, the appeal will be to a single appeal arbitrator, and, where the award under appeal is for more than \$50,000.00, the appeal will be to a three-member appeal panel. The appealing party will have thirty (30) days from the date of entry of the written arbitration award to notify the Administrator that it is exercising the right of appeal. The Administrator will then notify the other party that the award has been appealed. The Administrator will appoint the appeal panel that will conduct an arbitration pursuant to the Rules and issue its decision within one hundred and twenty (120) days of the date of the appealing party's written notice. The decision of the three member appeal panel will be by majority vote. The appeal decision will be final and binding and there will be no further appeal. The appeal decision will be considered as a final award.

Location of Arbitration/Payment of Fees: Any arbitration hearing that Client attends will take place in the province or territory of Client's head office. AMEX will be responsible for paying the arbitrator and arbitration administration fees (including filing, administrative, hearing and/or other fees) unless the arbitrator or appeal panel determines that Client's Claim was frivolous or vexatious, in which case, the fees will be in the discretion of the arbitrator or appeal panel. Awards of legal costs will be in the discretion of the arbitrator or appeal panel, but, in the event Client is unsuccessful in the arbitration, or appeal where applicable, Client will not be responsible for AMEX's legal costs unless the arbitrator or appeal panel determines that Client's Claim was frivolous or vexatious.

ARBITRATION CURRENCY

If, for the purposes of obtaining an arbitration decision with respect to these Terms and Conditions, it becomes necessary to convert into a particular currency (the "Judgment Currency") any amount due under these Terms or any Order in any currency other than the Judgment Currency (the "Currency Due"), then conversion shall be made at the

rate of exchange prevailing on the business day before the day on which judgment is given. For this purpose, "rate of exchange" means the rate at which AMEX is able, on the relevant date, to purchase the Currency Due with the Judgment Currency in accordance with its normal practice at its head office in [Toronto, Ontario]. In the event that there is a change in the rate of exchange prevailing between the business day before the day on which the judgment is given and the date of receipt by AMEX of the amount due, the Client will, on the date of receipt by AMEX, pay such additional amounts, if any, or be entitled to receive reimbursement of such amounts, if any, as may be necessary to ensure that the amount received by AMEX on such date is the amount in the Judgment Currency which when converted at the rate of exchange prevailing on the date of receipt by AMEX is the amount then due under this Agreement in the Currency Due. If the amount of the Currency Due which AMEX is so able to purchase is less than the amount of the Currency Due originally due to it, the Client shall indemnify and save AMEX harmless from and against all loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in these Terms and Conditions, shall give rise to a separate and independent cause of action, and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due under these Terms and Conditions or under any judgment or order.

APPLICABLE LAW

This Agreement, and any dispute or claim arising from or related to the Service, will be governed by the laws of the Province of Ontario and the federal laws of Canada, without giving effect to choice of law or conflicts of law provisions or principles.

SERVICE PROVIDERS

Client acknowledges that AMEX may use a third party service provider, agent or affiliate to assist with the Service and the processing of transactions. Client agrees that, in the event such service provider cannot or will not process any transaction referred to it by AMEX in connection with the Service by reason that such service provider may suffer legal and/or reputational risks or that such service provider may, by doing so, violate any law, regulation, rule or internal policy applicable to it if it completes such transaction, then, notwithstanding any other provision of these Terms, such Order will not be completed, and AMEX will have no liability in respect of any such incomplete Order.

SERVICE OF PROCESS

Client irrevocably agrees that service of all legal process or other documents which may be served upon Client in any action or proceeding may be effected by registered or certified mail (or similar means) at Client's address last recorded by AMEX.

ASSIGNMENT AND TRANSFER

Client may not assign or transfer any of Client's rights or obligations arising from the Service or any Service-related transaction without prior written consent of AMEX.

NO WAIVER

Should AMEX fail to exercise, or delay in exercising, any right, power or privilege, such omission, delay or action shall not operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or change in any way AMEX's ability to enforce such right, power or privilege in any future case. No waiver by AMEX of any right, power or privilege shall be deemed effective unless so stated in writing by AMEX. No waiver of any single breach by AMEX shall be deemed a waiver of any other or subsequent breach. No course of dealing by AMEX



in exercising any of its rights, powers or privileges will constitute a waiver thereof.

ADDITIONAL SERVICES AND PRODUCTS

Additional services and products such as Forward Exchange Contracts and Cheque Clearing (Cash Letter or Collection) may be subject to additional terms and conditions or supplemental agreements.

RECORDINGS

AMEX may in its sole discretion make, monitor and retain recordings of telephone conversations between Client and AMEX.

CAPTIONS

The captions herein are for convenience and reference only and in no way define, limit or describe the scope of these Terms and shall not be considered in the interpretation of these Terms.

FINTRAC DISCLOSURE

To help the government fight the funding of terrorism and money-laundering activities, Canadian law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When Client opens an account, we will ask for Client's Business Number. We may also ask for certified articles of incorporation, a government-issued business license, a partnership agreement, a trust instrument or other identifying documents and information regarding Client's directors, officers, authorized signing officers, direct or indirect shareholders or other persons in control of Client. Client shall promptly provide all such information, including supporting documention and other evidence as may be reasonably requested by AMEX to comply with money-laundering legislation whether now or hereafter in existence.

FORWARD CONTRACTS

AMEX currently offers, and may offer from time to time, foreign exchange transactions with a specified settlement date in the future ("Forward Contracts"). In the event that Client elects to initiate an Order for a Forward Contract, Client acknowledges and agrees that: (1) such Forward Contract shall constitute a Service-related transaction and is an "Order" that is fully subject to these Terms, including, but not limited to, the following: (a) AMEX is not responsible for any fees or charges imposed by other parties or for delays caused by Force Majeure and (b) AMEX may take certain actions in the event of Client's nonpayment or bankruptcy (e.g., closeout, recall or early termination), and Client is obliged to indemnify, defend and hold AMEX harmless from liability and costs in such an event; (2) if the relevant exchange rate changes before the Forward Contract maturity date, AMEX reserves the right in its sole discretion to require Client to make additional payment(s) to AMEX as security; and (3) Client's rights and obligations under the Forward Contract are not transferable or assignable.

LANGUAGE

It is the express wish of the parties that this Agreement and any related documentation be drawn up in English. Il est de la volonté expresse des parties que cette convention ainsi que tout document connexe soient rédigés en langue anglaise.

AMEX BANK OF CANADA – COMPLAINT HANDLING PROCEDURES

We process many customer account transactions each day, and we try very hard to ensure that your business is handled in an efficient and courteous manner. We have set up procedures for customers who wish to bring a concern to our attention and encourage you to follow the complaint procedures outlined here.

STEP ONE:

If you should have any complaint, please contact our Foreign Exchange International Payments Customer Service staff at:

Toll-free telephone: 1.866.228.6920

You may also write to our Foreign Exchange International Payments Customer Service Department at:

Amex Bank of Canada FXIP Customer Service 101 McNabb Street, MC 62-01-137 Markham, Ontario L3R 4H8

STEP TWO:

If the issue remains unresolved, you may contact the internal Amex Bank of Canada Ombudsman. Please see the "Timelines" section below.

Website: www.americanexpress.ca/ombudsman

Or by writing:

Amex Bank of Canada 101 McNabb Street Markham, Ontario L3R 4H8

Attn: Amex Bank of Canada Ombudsman

STEP THREE:

If the Internal Amex Bank of Canada Ombudsman's Office cannot resolve the issue, you may contact the Ombudsman for Banking Services and Investments (OBSI) as outlined below. Please note that you may contact OBSI earlier than Step Three as set out in the "Timelines" section below. The Ombudsman for Banking Services and Investments can be reached at:

401 Bay Street Suite 1505, P.O. Box 5 Toronto, Ontario M5H 2Y4

Email: ombudsman@obsi.ca Website: www.obsi.ca

TIMELINES

We work hard to ensure that your complaint is acknowledged and investigated in a timely manner. If you have not followed the complaint escalation steps as outlined above, we may forward your concern to the appropriate complaint handling level for investigation and response. Once your complaint reaches Step Three, we will do our best to provide a response detailing your concern and the appropriate resolution or explanation within 90 days. In the event that we are unable to respond within that time period, a notice will be provided to you estimating the completion date of the investigation. We encourage you to use our internal complaints handling process first. However, 90 days after reaching Step Three, you have the right to contact the Ombudsman for Banking Services and Investments (OBSI). OBSI may contact the Amex Bank of Canada's Ombudsman's Office to facilitate the earliest possible resolution of your complaint.

