

ATB Financial Personal Account Agreement Terms and Conditions (“Account Agreement”)

Effective November 20, 2006

1. INTRODUCTION

This Account Agreement between Alberta Treasury Branches (“ATB Financial”) and the Account Holder sets out the terms and conditions that govern your Account opened with ATB Financial, in addition to any other agreements between ATB Financial and the Account Holder for specific products and, or services.

1.1 Definitions

In this Account Agreement, the words:

“**Account**” means all and any of your accounts with ATB Financial as listed on the Application, as such accounts may be from time to time opened, closed, renumbered or redesignated.

“**Account Holder**” or “**Customer**” means the person or persons indicated as customer on the application.

“**Agreement**” means this Personal Account Agreement, including the Personal Account Application. It also includes any amendments to this Agreement. This Agreement applies to each personal account (each an “Account”). This Agreement replaces any prior agreement for any Account you may already have with ATB Financial.

“**Application**” means the form titled “Personal Account Application” being the form completed by the Account holder to apply for the Account.

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

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

“**Card**” or “**MasterCard**” means the ATB Financial MasterCard and any additional or replacement Cards which may be issued to you from time to time.

“**Cardholder Agreement**” means the ATB Financial MasterCard Cardholder Agreement provided to you with a Card.

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

“**Direct Payment**” means any purchase made using your Customer Card.

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

“**Personal Information**” means any information, excluding business contact information, which relates to an individual and allows ATB Financial to identify that individual.

“**PIN**” means personal identification number used with your Customer Card to access the Account at any Automated Banking Machine displaying one of the logos on the Customer Card.

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

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

“**Signature Card**” means the Account signature card that you have signed.

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

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

1.2 General Terms

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

- (a) You sign the Application or Signature Card; or
- (b) You conduct a transaction on the Account.

2. ACCOUNTS

2.1 Account Information

You warrant to the best of your knowledge that the information on the Application is complete and accurate, and does not fail to disclose information that we may require to service your Account. You acknowledge that ATB Financial has relied on this information in approving the Account, and you agree to provide us with any further information or proof that we may need, at our request. You authorize ATB Financial to obtain factual, or personal information, or credit information about you at any time from any other source or person for the purpose of establishing your identity, reputation and credit worthiness at any time while you are an Account Holder.

You expressly permit ATB Financial to review your Account and to disclose or report any unusual, improper, suspicious, prohibited or other transaction to any other party, including but not limited to credit reporting agencies, governmental and regulatory bodies, and policing authorities.

2.2 Account Opening

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

All amounts posted or charged to the Account with, or in connection with, Customer Cards or Cheques, including but not limited to purchases, cash advances, balance transfers, amounts in overdraft, interest, costs, fees, Legal Costs, wire transfers, money orders, advances and service charges, will be a charge to the Account and will be a debt obligation of you to ATB Financial (the “Debt”).

If you have more than one Account, ATB Financial may transfer funds between Accounts, including joint Accounts, for any reason ATB Financial sees fit. ATB Financial may set-off and, or apply funds on deposit in an Account against any debt or obligation owed to ATB Financial, or any subsidiary of ATB Financial, without notice to you.

2.3 Authority and Instructions

If we permit:

- (a) we may take instructions from any Account Holder, without the approval of the other(s) and each of you are designated agents for the other without further authorization. ATB Financial may require each of you who signed the Application or the Signature Card to sign instructions or documents. In the event of a disagreement between you, or a conflict in the operation of, or instruction on, the Account, ATB Financial may refuse to act. In such circumstances you agree to release ATB Financial from any liability and to indemnify ATB Financial and save it harmless from any loss, claim or demand;
- (b) any one of you may authorize additional Account Holders, without notice to any other Account Holders;
- (c) you may authorize and appoint an attorney to act for you in respect of the Account, without notice to any other Account Holder. ATB Financial may refuse to accept any appointment of an attorney, or any instruction or transaction made by the attorney.

ATB Financial is authorized to contact any Account Holder to discuss the ongoing operation of the Account.

The death of one or more of you will in no way affect the right of the survivor(s) to continue to operate a joint Account, provided the required number of authorizations exist. If not, ATB Financial may require the survivor(s) to open a new Account and, or sign a new Signature Card.

ATB Financial may, in its sole discretion, require estate documentation to release funds from any Account upon death.

2.4 Telephone, Fax and e-Mail Instructions

If we permit:

- (a) We may accept instructions regarding the Account by telephone to the Customer Contact Centre or to the branch where the Account is held, provided the instructions are consistent with the terms and conditions of the Account, and your identity can be verified to ATB Financial's satisfaction.
- (b) We may accept instructions regarding the Account by fax to the Customer Contact Centre or to the branch where the Account is held, provided the instructions are:
 - Signed by you, and include your name, Account number, and fax number
 - Legible and unambiguous
 - Consistent with the terms and conditions of this Agreement
- (c) You may send instructions regarding the Account by electronic mail ("email"), at your own risk.

ATB Financial may rely on any telephone, fax instructions, or email bearing your signature (including electronic signature) or purporting to be (whether by forgery, alteration or otherwise) given by or on behalf of you. ATB Financial may treat any such instruction as fully authorized by and binding upon you. ATB Financial will not be liable for any losses or damages that you may suffer or incur in relation to the Account from acting on telephone, fax or email instructions, provided ATB Financial acted in good faith believing such person to be you or such signature to be genuine.

ATB Financial will act on all acceptable instructions sent by telephone, fax, or email as soon as it is reasonably practical to do so. You must confirm that ATB Financial has received the instructions, as ATB Financial is under no obligation to confirm receipt. ATB Financial may decline to act for any reason on instructions sent by telephone, fax, or email, including but not limited to unclear or suspicious instructions, or unsatisfactory identity verification. ATB Financial will not be liable for any delay, failure, or refusal to act in any circumstance.

If your instructions require immediate attention, you must personally deliver them to any ATB Financial branch.

2.5 Authority to Deposit

ATB Financial may deposit all funds, bills of exchange or other instruments received from or for you to the Account on the signature of any Account Holder, even if the item is payable to more than one of you. ATB Financial may endorse any item for deposit on your behalf without liability. ATB Financial may refuse to accept any deposit to the Account. ATB Financial may place holds on any deposit to the Account. Any such hold(s) on any deposit to the Account is for the sole benefit of ATB Financial and the release or expiry of any such hold on any deposit is not a representation by ATB Financial that the deposit has, or will, clear.

ATB Financial may accept direct deposits to the Account at ATB Financial's discretion. ATB Financial will not be responsible for any delay or failure to credit the deposit, or failure to follow direct deposit instructions given by you to another party. You must notify the party who makes direct deposits to your Account of any change in the direct deposit information.

ATB Financial may debit the Account for the amount of any deposit items that have been credited to your Account and are later dishonoured or returned for any reason, including any deposit to the Account that ATB Financial has, or had, placed a hold. You waive presentment for payment, notice of dishonour, protest and notice of protest on all bills of exchange, instruments and other items requiring such action. You will be liable to ATB Financial in respect of all items as if they had been presented and as if you had received notice of their dishonour. If any such item is lost, stolen or destroyed, you agree to release ATB Financial from any liability and to indemnify ATB Financial and save it harmless from any loss, claim or demand.

2.6 Authority to Withdraw

ATB Financial may debit the Account for withdrawals, cheques, orders for payment, and other debit items, even if an overdraft is created or increased, or may permit any transaction or Service on the Account, when instructed by anyone of you.

ATB Financial may require prior notice before you withdraw funds. ATB Financial may limit the amount of funds withdrawn at any one time and, or within any period of time. ATB Financial reserves the right to issue a draft or bill of exchange in lieu of currency.

You must pay all pre-authorized debits charged to the Account. You are solely responsible for notifying any party who has authorization to charge transactions to the Account, and for canceling any pre-authorized debits.

ATB Financial may refuse to permit you to overdraw the Account beyond the available balance.

2.7 Cheques

ATB Financial may provide Cheques or other instruments (collectively "Cheques") to you, which can be used to draw against the Account. You must ensure that the Cheques are kept in a secure location and shall immediately notify ATB Financial if the Cheques are lost or stolen.

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

ATB Financial reserves the right to refuse to honour any Cheque and to discontinue providing Cheques at any time. All unused Cheques are to be returned to ATB Financial upon demand.

You waive presentment, protest and notice of dishonour on all Cheques which you have drawn, made, accepted or endorsed and which are delivered to ATB Financial for deposit or negotiation.

ATB Financial may charge your Account, even if that creates or increases an overdraft, with any Cheque drawn by you, or any instrument, cheque or item cashed or negotiated by ATB Financial for you or credited or deposited to your Account for which payment is not received by ATB Financial or which is subsequently returned by reason of a forged or unauthorized or missing endorsement, or as being fraudulent, counterfeit or materially altered. ATB Financial may charge your Account for any instrument, cheque or item received by ATB Financial for credit or deposit to your Account even if that instrument, cheque or item is lost, stolen or otherwise disappears by any reason other than ATB Financial's gross negligence.

2.8 Use of Agents

ATB Financial is authorized to present for payment or acceptance or to collect any instrument through the Canadian Payments Association, or such bank, or other agent as ATB Financial may deem best, at your sole risk and expense, and ATB Financial may accept bank drafts, cheques, settlement vouchers, clearing house slips, items or other evidences of payment in settlement of the instruments or in remittance therefore; and ATB Financial shall not be liable to you by any reason of any act or omission of the Canadian Payments Association, or such bank or other agent or by reason of loss, destruction or delayed delivery of any such instruments while in transit to or from the Canadian Payments Association, or such bank, or other agent or while it is its possession.

2.9 Customer Cards and PIN

ATB Financial may issue a Customer Card together with a PIN to enable you to use Automated Banking Machines to conduct transactions and to obtain cash advances on the Account up to a maximum daily amount specified by us from time to time. You may also use the Customer Card and PIN to effect payment for purchases of goods and services from a merchant using a Direct Payment terminal.

ATB Financial will not be liable to you for the actions of the merchant. You will settle any disputes relating to any goods or services supplied under a Direct Payment transaction directly with the merchant. ATB Financial will not be responsible or liable to you if for any reason your Customer Card is not accepted for any transaction.

ATB Financial will process all ABM transactions, including any deposits, transfers between Accounts, and bill payment instructions, as soon as it is reasonably practical to do so.

All Customer Cards remain the property of ATB Financial at all times. ATB Financial may request the return of, or replace a Customer Card at any time.

2.10 Lost or Stolen Customer Cards

You are responsible to memorize and keep your PIN confidential and you agree not to disclose your PIN to any other person. Any use of the Customer Card and PIN is your authorization for each transaction conducted.

If a Customer Card is lost, stolen, or suspected of being lost or stolen, or if your PIN becomes known by any other person, you must notify us immediately by calling our Customer Contact Center or by attending the nearest branch. Unless otherwise prohibited by law, you are responsible for all transactions conducted on your Account by any person using the Customer Card and Pin. You will not be liable for transactions on your Account after you have notified us of the loss or theft of your Customer Card or that your PIN was disclosed to or obtained by anyone else or may be known by anyone else.

2.11 MasterCard

If ATB Financial issues a MasterCard you agree:

- (a) to abide by the Cardholder Agreement provided with the Card;
- (b) if additional Cards are requested, you will be jointly and severally liable for indebtedness incurred through use of Cards;
- (c) you may return the Card to ATB Financial if you do not wish to be bound by the Cardholder Agreement, but signing, using or accepting the Card will constitute acceptance of the Cardholder Agreement;
- (d) for the purposes of the Cardholder Agreement, this Agreement shall be deemed to be an application form for an ATB Financial MasterCard and the Account Holder is the applicant; and
- (e) MasterCard® is a registered trademark of MasterCard International Inc. ATB Financial is a licensed user of the mark.

2.12 ATB Online

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

You are liable for each use, whether or not authorized by you, of an identification number or a Customer Card number together with a password. ATB Financial is not responsible for the unauthorized use of the Account. You will immediately notify ATB Financial of any error, suspected errors or unauthorized use or access in connection with use of the Account, and to provide ATB Financial with all evidence that ATB Financial may require to investigate such error, suspected error or unauthorized access.

If you give instructions through ATBOL for bill payment, ATB Financial will forward the payment to the payee the next business day (Saturdays, Sundays and holidays are not considered business days). ATB Financial will not be responsible for any late payment penalties, fees or interest imposed by your bill payment company under any circumstances.

2.13 Telephone Banking

If we agree:

- (a) you may choose a Security Access Code ("SAC") to access the Account through the Telephone Banking service. The options available to you by Telephone Banking may vary;
- (b) at your request through Telephone Banking, ATB Financial may debit the Account for bill payments to companies that have suitable arrangements with ATB Financial. ATB Financial has no responsibility for the debit, or any delay or failure to follow payment instructions. You will provide ATB Financial with all information ATB Financial may require so that payments may be deducted from the Account.

2.14 Specialty Accounts

Generation Account

If applying for a Generation Account, you confirm that you are (or one of you is) 19 years of age or younger. If one of you is a minor and unable to sign the Application or Signature Card, the Generation Account must be opened in trust for the minor.

You acknowledge that as of the date that you (or the youngest among you) become(s) 20 years old, your eligibility for the Generation Account automatically ends and you will no longer receive pricing associated with the Generation Account. At that time, ATB Financial may close the Generation Account and transfer all of its proceeds to such other Account as you designate, or as ATB Financial may choose.

Students First Account

If applying for a Students First Account, you confirm that you are enrolled in a full-time, educational program at a Canadian university, college or technical school. You will present proof of enrollment to any ATB Financial branch, within 60 days of commencing each school year, for the duration of your educational studies.

You acknowledge that upon graduation or the termination of studies, your eligibility for the Student First Account automatically ends and you will no longer receive pricing associated with the Student First Account. At that time, ATB Financial may close the Student First Account and transfer all of its proceeds to another Account as you designate, or as ATB Financial may choose.

Senior Plan 59+ Account

If applying for a Senior Plan 59+ Account, you confirm that you or your spouse is 59 years of age or older. Pricing associated with the Senior Plan Account extends to joint accounts where your spouse is less than 59.

3. OVERDRAFT PROTECTION

ATB Financial may provide you with overdraft protection for the Account to a maximum amount approved by ATB Financial ("Overdraft Limit"). ATB Financial may, in its sole discretion, and without prior notice to you, reduce or increase the Overdraft Limit. At any time and without prior notice, ATB Financial may reduce or terminate overdraft protection and refuse to honour any cheques or items that would overdraw or further overdraw the Account even if ATB Financial has previously permitted you to overdraw the Account. Should ATB Financial honour any cheque or item that would overdraw your Account beyond the approved overdraft limit, the balance may not remain in excess of the overdraft limit for more than 30 consecutive days.

Overdraft interest, at a rate of 19.25%, will be calculated (but not compounded) daily. ATB Financial may change the overdraft interest rate without prior notice to you. ATB Financial's determination of the overdraft interest rate at any time will be absolutely binding on you. All interest, upon becoming overdue, will be treated as principal and will bear compound interest at the overdraft interest rate.

You agree to make minimum monthly payments to ATB Financial of at least 3% of the overdraft outstanding at the previous month-end. The monthly payment will be applied firstly against interest and secondly against principal. In case of default, ATB Financial may allocate payment differently. ATB Financial may demand payment at any time. Upon demand, you agree to pay the full amount overdrawn, together with interest owing and any applicable fees. **If more than one of you sign the Application and, or the Signature Card for the Account, then you agree that you shall be jointly and severally liable to ATB Financial for repayment of the full amount overdrawn, together with interest owing and any applicable fees.**

You will notify ATB Financial immediately of any adverse change in your financial circumstances. Upon request, you agree to provide ATB Financial with security to secure the overdraft and as collateral for overdraft repayment. You acknowledge that the terms of the security agreement will impose additional obligations on you and you agree to abide by the terms and conditions set out in the security agreement.

At your written notice, ATB Financial will terminate overdraft protection as soon as it is reasonably practical to do so. Termination will not relieve you of your obligation to pay the full amount overdrawn, together with interest owing and any applicable fees to ATB Financial.

4. CHARGES, INTEREST and FEES

4.1 Use of Account

ATB Financial will record all transactions related to the use of, or in connection with the Account, as well as all interest, service charges, fees, credit notes, and adjustments.

ATB Financial may refuse authorizations for transactions from time to time without advance notice if we, in our sole discretion, suspect unauthorized use or inappropriate transactions.

4.2 Changes to Interest Rate

The interest rate may change from time to time and may vary depending on the type of Account and as set out in this Agreement.

4.3 Foreign Exchange

Transactions to your Account involving foreign currency will be calculated and exchanged in Canadian currency at a conversion rate determined by ATB Financial before the transaction is recorded on the Account. ATB Financial may charge an administration fee as disclosed in the Rate and Fee Schedule.

4.4 Other Charges

You must pay all fees that apply to the Account and this Agreement. The current charges for these items are set out in the Rate and Fee Schedule. ATB Financial will charge these fees to the Account at the time they are incurred and can use any monies in the Account to do this. These charges include, but are not limited to:

- (a) Any charges ATB Financial assesses for the handling of purported payments for the Account returned unpaid upon presentation for payment;
- (b) ATB Financial's service charges for the retrieval of sales slips, Cheque copies or images, issuance of replacement Statements or Customer Cards, cash advances from automated banking machines, over the counter cash advances and credit bureau searches;
- (c) If we have consented to overdraft privileges for the Account, any charges ATB Financial assesses for these privileges;
- (d) The annual fee and any supplemental fee charged by ATB Financial for a Customer Card, or any service;
- (e) Any administrative fee charged by ATB Financial for purchases, cash advances or Cheques made or drawn in a foreign currency;
- (f) Any liability of the Account Holder incurred under any agreement with ATB Financial; or
- (g) Where permitted by law, other administrative items.

5. STATEMENTS

5.1 Statements

ATB Financial will prepare a periodic billing statement ("Statement") for the Account. A Statement will be sent every month, however, ATB Financial may not provide a Statement for an Account in which there has been no activity that month.

The Statement will be sent to the address last provided to ATB Financial by you as indicated on ATB Financial's records. Any communication sent by ATB Financial will be deemed to be sufficient communication to each of you who have signed the Application and, or Signature Card. Each Statement will be deemed to have been received by you on the fifth day following the date of

deposit by us of the Statement at a post office with postage properly paid, unless there is a postal strike or other disruption affecting mail delivery, in such case, you must contact ATB Financial monthly during such strike or disruption to obtain Statement information.

5.2 Statement Verification

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

Upon receipt of your Statement, you must examine; your Statement, each debit and credit entry, and each cheque and voucher; and, balance recorded. You must notify ATB Financial in writing of any discrepancies, irregularities, errors, omissions or objections with respect to any information contained in any Statement, entry or transaction posted to it within 30 days from the Statement date. **If you do not notify ATB Financial as required, the Statement, entries, cheques and vouchers, and balances (except as to any alleged errors so notified) will be deemed conclusively to be correct, complete, authentic and properly binding upon you and charged to your Account and you are not entitled to be credited with any sum not credited in the Statement.** In such case, ATB Financial will be released by you, from any claim for negligence, breach of this Agreement, breach of contract, breach of trust, breach of fiduciary duty or otherwise, in respect of the Statement and no claim may be made by you against ATB Financial for any item disclosed or omitted to be disclosed on the Statement. At any time ATB Financial may correct any credit to your Account made by mistake.

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

You will diligently supervise and monitor the conduct and work of all agents and employees having any role in the preparation of your Cheques and in your Statement reconciliation or other banking functions.

6. JOINT AND SEVERAL LIABILITY

If more than one of you sign the Application and, or the Signature Card for the Account, then you agree that you shall be jointly and severally liable and responsible to ATB Financial for all transactions, obligations and liabilities created including, but not limited to liability resulting from any overdraft (and interest thereon) no matter who created it.

The obligations of each Account Holder are not dependent upon any other person(s) signing the Application and, or Signature Card.

7. GENERAL

7.1 Assignment

ATB Financial may assign its rights and obligations under this Agreement at any time to a third party. If we do, we may disclose information, including Personal Information, about you and the Account to anyone to whom we assign our rights provided they agree to maintain confidentiality. This Agreement is binding on you, your heirs, executors, administrators and other legal representatives, successors and assigns. You may not assign your rights and obligations under this Agreement.

7.2 Notices and Change of Address

Any notice to be given by ATB Financial under this Agreement will be deemed effectively given if sent by ordinary mail to the address provided by you last appearing on ATB Financial's Account records. Any communication sent by ATB Financial will be deemed to be sufficient communication to each of you who have signed the Application and, or Signature Card. You agree to immediately notify ATB Financial of any change of address.

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

7.3 Waiver

No term or provision hereof shall be deemed waived and no breach excused unless you obtain such waiver or consent from ATB Financial in writing. Any waiver or consent shall not constitute waiver or excuse for any other or subsequent breach.

7.4 Severability

If any provision of this Agreement is held to be invalid, unenforceable or illegal, such provision shall be deemed to be independent and severable from the remaining provisions of this Agreement and the remaining provisions of this Agreement shall not be affected and shall be valid and enforceable to the full extent permitted by law.

7.5 Limitation Period

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

7.6 Disclosures & Limitations of Liability

For the purposes of this Section, "ATB Financial" includes ATB Financial, its officers, directors, employees, agents, insurers and its subsidiaries.

You agree to notify ATB Financial of any forged or counterfeit documents or unauthorized activities related to your Account immediately upon becoming aware of them.

Under no circumstances will ATB Financial be liable for any loss and, or damages (including any special, indirect or consequential), or any loss of profits or revenues resulting from the use, or in connection with, a transaction, the Account, or this Agreement, our failure to perform any obligation due to events or reasons beyond our control, your failure to provide complete and correct information to ATB Financial, any systems or communications failure or malfunction, or any loss caused by your failure to have in place systems, procedures and preventative controls to monitor, supervise or train your own agents or signing authorities to prevent forgery, unauthorized signature or instructions, or material alteration, or any loss arising therefrom.

You release ATB Financial from any liability or claim for failure to act, execute, or complete any instructions due to any reason beyond ATB Financial's control, including but not limited to, natural disaster, emergency conditions, legal constraint, governmental action or inaction, third party action or inaction, or breakdown or failure of equipment owned, leased or used by ATB Financial.

You release ATB Financial from any liability or claim for acting on your instructions, or on instructions that appear to be from you, if the actions of ATB Financial are, or were, in good faith, or if your actions are, or were, not in good faith.

In no event is ATB Financial liable for any punitive or exemplary loss, damage, costs, or expense.

You will indemnify and save harmless ATB Financial from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind which may be sought, imposed, incurred by, or claimed against ATB Financial, by reason of any action taken by ATB Financial in accordance with your instructions.

7.7 Choice of Law and Jurisdiction

This Agreement shall be governed and interpreted in accordance with the laws in force in the Province of Alberta and you agree to submit to the jurisdiction of the courts of the Province of Alberta.

7.8 Headings

The headings to each section of this Agreement are added for convenience and do not change the meaning of any provision of this Agreement.

7.9 Privacy

We will collect, use and disclose your Personal Information in accordance with ATB Financial's Collection Use and Disclosure Brochure (Form 6505). A copy of ATB Financial's complete Customer Privacy Code can be obtained from www.atb.com, or at any of our branches.

8. AMENDMENTS

ATB Financial may amend, modify, or replace, this Agreement from time to time, by giving notice to you. You accept any amendment, modification, or replacement, if any transaction is conducted on the Account after the effective date of such notice.

You may cancel a service by providing written notice to ATB Financial. ATB Financial may at any time amend any service or privilege available or offered, or may at any time add or terminate any such service or privilege without notice to you.

9. TERMINATION

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

ATB Financial may immediately terminate this Agreement, without notice, if you:

- (a) Become insolvent or bankrupt, or a petition in bankruptcy is filed;
- (b) Conduct, or participate in, a fraudulent, inappropriate or suspicious transaction on your Account;
- (c) Use this Account for business purposes of any kind;
- (d) Fail to make any payment when due under this Agreement;
- (e) Are otherwise in default of any of the provisions of this Agreement or any other agreement with us.

Upon termination of this Agreement:

- (a) All Debts (whether posted to the Account, or posted in the future, including without limitation, all debt not yet incurred or that has not been processed, accrued service charges, fees, Legal Costs, and interest accrued) must be immediately paid to ATB Financial.
- (b) ATB Financial may withdraw from any Accounts you hold with us, including any joint accounts, the amount necessary to pay the Debts.
- (c) All Cheques and Customer Card(s) must be returned to ATB Financial.
- (d) Your benefits, services and overdraft protection will automatically end.
- (e) You must notify any party who has authorization to charge transactions to the Account of the account closure. Although the Account may be closed, you continue to be liable for any pre-authorized payment arrangement(s) which may still be charged to the Account.

Any rights and remedies set out in this Agreement do not affect any other rights or remedies that ATB Financial may have at common law or otherwise.

We're here to help you

Should you require assistance or have further questions regarding fees or your personal account, talk to an ATB Financial Representative. Our personal account profiler will ensure you get the account that's right for you. Drop by your local branch, visit our website or call the ATB Customer Contact Centre today.

atb.com

Call 1-800-332-8383

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