



# ELECTRONIC DEALING AGREEMENT

This Electronic Dealing Agreement (**Agreement**) is entered into between ATB Financial and \_\_\_\_\_ (**Client**) as of \_\_\_\_\_ (**Effective Date**).

This Agreement governs the use of various ATB Financial trading platforms as further detailed below. The provision by ATB Financial of access to such trading platforms and the functionality therein is collectively referred to as the **Services**.

For good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Trading Platforms Covered.** This Agreement governs the use by Client of the ATB FX online trading platform.
2. **Terms and Conditions.** The Client hereby agrees to comply with the Electronic Dealing Terms of Use (**Terms of Use**) attached to this Electronic Dealing Agreement which govern the provision of and access to the Services. The Client hereby acknowledges receipt of the Terms of Use.
3. **Client's Responsibility for Orders.** The Client will be bound by any instructions, bids, offers, or other trading orders placed through or facilitated by the Services that are accompanied by the valid user identification and access code assigned to Client or to one of Client's Authorized Users (as defined in the Terms of Use).
4. **Inconsistency.** This Agreement must be read together with any other existing or future agreements the Client may have with ATB Financial. In the case of any inconsistency, this Agreement shall govern with respect to the Services, and such other existing or future agreements shall govern for all other purposes.
5. **No Signature.** By executing this Agreement, or accessing or using any of the Services described in this Agreement, or authorizing others to use any such Services, the Client is deemed to agree to the terms and conditions of this Agreement without the requirement for a signature on behalf of ATB Financial.

**This Agreement has been signed by authorized representatives of the Client as of the date set out above.**

**[COMPANY NAME]**

**Per:** \_\_\_\_\_

Name:

Title:

**Per:** \_\_\_\_\_

Name:

Title:

**ATB FINANCIAL**

Address for Notice:

600 – 585 8th Ave SW, Calgary, AB

Email: financialmarkets@atb.com



## Schedule A

# Authorized Administrators and Transaction Approvals

### 1. Introduction

\_\_\_\_\_ has entered into an Electronic Dealing Agreement (**Agreement**) with ATB Financial dated \_\_\_\_\_, 20\_\_\_. All capitalized terms used but not defined in this Authorization shall have the meaning set forth in the Agreement.

### 2. Administrator Appointment

Pursuant to Section 3(c) of the Terms of Use, the Client wishes to appoint the following Authorized Administrators, effective as of \_\_\_\_\_, 20\_\_.

First and Last Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

First and Last Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

First and Last Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### 3. Transaction Approvals

#### a) Single/Dual Settlement Approval

If the Client has selected Single Settlement Approval below, *the Client agrees that any Authorized User, acting alone, may, subject to the thresholds indicated below (if any),* confirm settlement instructions in respect of Internal Transfer or Wires on the Client's account(s).

If the Client has selected Dual Settlement Approval below, the Client agrees that two Authorized Users, acting together, must confirm settlement instructions in respect of all Internal Transfers and Wires on the Client's account(s).

Single Settlement Approval

Dual Settlement Approval

#### b) Threshold Approvals

If the Client selected Single Settlement Approval above, please indicate the desired thresholds (if any):

- Internal Transfer Threshold: \$ \_\_\_\_\_ CAD
- Wire Threshold: \$ \_\_\_\_\_ CAD

If the Client does not indicate a threshold, the Client agrees that any one (1) Authorized User, acting alone,



may Approve all Internal Transfers or Wires, as the case may be, regardless of the amount.

If the Client indicates a threshold, the Client agrees that any one (1) Authorized User, acting alone, may Approve an Internal Transfer or Wire, as the case may be, *up to and including the limit indicated*. All Internal Transfers or Wires exceeding the limit indicated shall require the Approval of any two (2) Authorized Users, acting together.

By executing this Authorization Client has indicated its intent to be bound by it as of the Effective Date without the requirement for a signature on behalf of ATB Financial.

**[COMPANY NAME]**

**Per:** \_\_\_\_\_

Name:

Title:

**Per:** \_\_\_\_\_

Name:

Title:



## ELECTRONIC DEALING TERMS OF USE

These Terms of Use govern the use by Client and the provision by ATB Financial of the Services. These Terms of Use are incorporated in, and made a part of, the Agreement between Client and ATB Financial.

1. **Definitions.** In these Terms of Use, the following terms will have the meaning set forth below:

**Access Code** has the meaning set out in Section 3(e)(i) of these Terms of Use.

**Anti-Money Laundering Laws** include, without limitation: (i) the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, S.C. 2000, c. 17 and all Regulations thereto; (ii) the *Criminal Code*, RSC 1985, c C-46; (iii) all guidelines issued by the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) and the Office of the Superintendent of Financial Institutions (OSFI); and (iv) all equivalent provincial laws, all as amended from time to time.

**Applicable Laws** means any law, rule, statute, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline, including published or in force at any time during the term of this Agreement which applies to or is otherwise intended to govern or regulate any person (including either or both parties), property, transaction, activity, event or other matter (including the Services), including any rule, order, judgment, directive or other requirement or guideline issued by any exchange on which any transactions through the Services are affected or by any Governmental or Regulatory Authority, including, without limitation, Anti-Money Laundering Laws, federal, territorial and provincial securities, derivatives or commodities laws, and the regulations, rules and interpretations of Securities Commissions.

**Approve** or **Approval** means the final approval by one or more Authorized Users of the Internal Transfer information or Wire Instructions entered into the Services which, when complete, serves as the irrevocable instruction and authorization by Client to ATB Financial to process an Internal Transfer or Wire, as the case may be.

**Authorized Administrator** means the individual(s) authorized to appoint Authorized Users pursuant to Section 3(c) of these Terms of Use.

**Authorized Users** has the meaning set out in Section 3(c) of these Terms of Use.

**ATB Financial Parties** has the meaning set out in Section 8(a) of these Terms of Use.

**Content** has the meaning set out in Section 5 of these Terms of Use.

**Confidential Information** of a party means any and all information of such party (and in the case of ATB Financial, including any of its licensors or service providers engaged in the provision of the Services) (the **Disclosing Party**) that has or will come into the possession or knowledge of the other party (the **Receiving Party**) in connection with or as a result of entering into this Agreement and the provision or receipt of the Services, including information concerning the Disclosing Party's past, present or future clients/customers, suppliers, technology, or business. Notwithstanding the foregoing, the term Confidential Information does not include information that is: (i) publicly available when it is received by or becomes known to the Receiving Party or that subsequently becomes publicly available other than through a direct or indirect act or omission of the Receiving Party (but only after it becomes publicly available); (ii) established by reasonable evidence to



have been already known to the Receiving Party at the time of its receipt by the Receiving Party and is not known by the Receiving Party to be the subject of an obligation of confidentiality of any kind; (iii) independently developed by the Receiving Party without any use of or reference to the Confidential Information of the Disclosing Party as established by reasonable evidence that would be acceptable to a court of competent jurisdiction; or (iv) received by the Receiving Party in good faith without an obligation of confidence of any kind from a third party who the Receiving Party had no reason to believe was not lawfully in possession of such information free of any obligation of confidence of any kind, but only until the Receiving Party subsequently comes to have reason to believe that such information was subject to an obligation of confidence of any kind when originally received.

**Client** has the meaning set out in the Agreement.

**Governmental or Regulatory Authority** means: (i) any government, governmental department, agency, commission, board, tribunal, dispute settlement panel or body, bureau, official, minister, Crown corporation, Securities Commission, or court or other law, rule or regulation-making entity; and (ii) any regulatory authority, self-regulatory organization or other entity having or purporting to have jurisdiction over Client, ATB Financial or any person, property, transaction, activity, event or other matter related to this Agreement.

**Internal Transfer** means a transfer of funds from an account held by Client at ATB Financial to any other account held at ATB Financial.

**Order** has the meaning set out in Section 3(f) of these Terms of Use.

**Securities Commission** means each of the various applicable national, provincial and territorial securities commissions and any successor thereto.

**Trading Data** has the meaning set out in Section 5 of these Terms of Use.

**User Identification** has the meaning set out in Section 3(e)(i) of these Terms of Use.

2. **Agreement to Provide Access.** ATB Financial will permit Client's Authorized Users to use the Services subject to and in accordance with the terms of this Agreement.

3. **Use of Services.**

(a) **Scope of Use.** Authorized Users may use the Services solely for Client's internal business purposes. Client will not sell, lease, license, transfer, provide or otherwise make available the Services or any portion thereof to any third party, whether as a demonstration or otherwise. Client will not, directly or indirectly, access or attempt to access any Content otherwise than through the Services or for any reason other than as set out in Section 3(a).

(b) **Counterparty Risk.** Client agrees to proceed solely against its counterparty to collect or recover any amounts owed to it or to enforce any of its rights in connection with or as a result of any transaction facilitated by the Services.

(c) **Authorized Administrators and Users.** Client will identify all original Authorized Administrators to act on its behalf by way of providing ATB Financial with a completed and duly executed Schedule A: Authorized Administrators and Transaction Approvals. Authorized Administrators are authorized to identify, via an on-line mechanism provided by ATB Financial, all persons who will be permitted to use the Services (**Authorized**



**Users) on the Client's behalf. *The Client will be fully bound by any transaction effected (or deemed effected) by one or more Authorized Users on its behalf.***

The use of the Services will be subject to all of the limitations and obligations of Client hereunder, and Client will at all times be responsible for the actions of its Authorized Administrators and the use of the Services by its Authorized Users and the compliance by such individuals with the terms of this Agreement. An Authorized Administrator is permitted to identify themselves as one of, or the only, Authorized User and such appointment(s) will be binding on Client without ATB Financial having any obligation whatsoever to confirm the same with the Client. When designating Authorized Users, the Authorized Administrator will also be required to select whether 'Self-Approval' is applicable for each Authorized User - if Self-Approval' is applicable in respect of an Authorized User, that Authorized User is permitted to be one of the individuals authorized to review settlement instructions that Authorized User has submitted. If Self Approval has not been selected as applicable for an Authorized User, that Authorized User may not act as one of the individuals authorized to review settlement instructions that Authorized User has submitted. No settlement instructions will be considered to have been presented to ATB Financial unless and until the required approvals have been granted.

The Client acknowledges that the Authorized Administrators and Authorized Users may be permitted access (including on-line or mobile access) to all of its accounts at ATB Financial. Client will familiarize all of its Authorized Administrators and Authorized Users with their obligations hereunder. Upon becoming aware of any improper access to or use of the Services, Client will promptly notify ATB Financial, and will, as promptly as reasonably possible, take action to terminate such improper access or use, including blocking the applicable Authorized User's authorization to access or use the Services. An Authorized User's ability to use the Services on behalf of the Client shall continue until ATB Financial has received a request from the Authorized Administrator to disable the applicable User Identification and Access Code (as such terms are defined below) and ATB Financial has had a reasonable amount of time to process such request.

(d) **Internal Transfer Approvals.** Client shall have the option of determining whether Internal Transfers shall require the Approval of a single Authorized User or two (2) Authorized Users such requirement to be based on the dollar value of the Internal Transfer as determined by the Client (the **Internal Transfer Authorization**). Client shall advise ATB Financial of the Internal Transfer Authorization by providing a completed and duly executed Schedule A: Authorized Administrators and Transaction Approvals. The Client may also, from time to time, amend the Internal Transfer Authorization by providing an updated and duly executed Schedule A: Authorized Administrators and Transaction Approvals.

(e) **Security.**

- (i) ATB Financial will assign to each Authorized User a unique user identification (**User Identification**) and a corresponding access code (**Access Code**). Client is responsible for the confidentiality, security, and use of the Access Codes, and Client will not permit any person other than an Authorized User to access or use Services on its behalf. Client will maintain adequate procedures to monitor for unauthorized access to, or use of, the Services. ATB Financial may block access to the Services without notice in the event that ATB Financial believes there has been a breach in security, including (but not limited to) if ATB Financial believes, in its sole discretion, that any instructions are not submitted by an Authorized User or are otherwise suspicious.
- (ii) Client acknowledges and agrees that Client and its Authorized Users may access or use the Services through the internet and that such connection is not necessarily secure and ATB Financial does not warrant that such connections and methods of access are secure. Client will be responsible for ensuring the security of its Authorized Users' access to or use of the



Services, including that reasonable virus protection software and firewalls have been established on any computer or mobile device used to access the Services. Without limiting the foregoing, or Client's other obligations under this Agreement, Client agrees that it and its Authorized Users will comply with all security policies provided to it by ATB Financial in respect of the Services.

(f) **Client's Responsibility for Orders.** Client will be bound by any instructions, bids, offers, or other trading orders placed through or facilitated by the Services that are accompanied by a valid User Identification and a valid Access Code assigned to Client or one of its Authorized Users (collectively, **Orders** and individually, an **Order**). ATB Financial will have no duty to verify whether any such Order, whether sent by an Authorized User or otherwise, has been authorized by Client, and Client shall be solely responsible for any loss or damage resulting from any Orders including with respect to any funds that are or were held in trust or deemed to be held in trust. Client will be deemed to have given an Order to ATB Financial when ATB Financial receives such Order through the Services (whether or not Client receives, or actually becomes aware of, any acknowledgment of such Order) and ATB Financial will have no responsibility to put in place any additional authentication protocols for the purpose of confirming the identity of any user making use of a valid User Identification and Access Code. ATB Financial may act on such Orders and any resulting trades or transactions, and other related rights and obligations, will be binding on Client. This paragraph shall be operative regardless of any other signature or approval requirements applicable to the Client's accounts at ATB Financial, including any requirement for multiple signatures or specific permissions to conduct transactions.

(g) **Execution of Orders.** Client acknowledges that regulatory requirements imposed by Governmental or Regulatory Authorities may require that Orders submitted by Client be conveyed to other marketplaces for execution or may be executed against orders conveyed to ATB Financial by other marketplaces.

(h) **Electronic Communications.** Any electronic communication from or in the name of Client, including instructions, Orders, and other communications accompanied by a valid User Identification and a valid Access Code assigned to Client or to one of its Authorized Users, that ATB Financial receives will be considered to be duly authorized and binding upon Client, and ATB Financial is authorized to rely and act upon any such communication regardless of any notice (implied or otherwise) that ATB Financial may have received. Client agrees that any electronic communication will be deemed to constitute a "writing" for the purposes of any statute or rule of law that requires the terms of such communication to be in writing and expressly waives any right to raise any defense or waiver of liability based on the absence of a writing. As a condition for using any Service, Client accepts and agrees that its use of such Service will be subject to legends, disclaimers and other disclosures set forth on such Service.

(i) **Client's Responsibility for Records.** As between ATB Financial and Client, Client will be solely responsible for maintaining its own records of transactions facilitated by the Services, including any records it is required to maintain under Applicable Laws.

(j) **ATB Financial's Control of the Services.** The provision of certain Services is dependent on ATB Financial's ability to provide access to third party networks, systems or services. ATB Financial may, in its own and absolute discretion, engage or change such service providers used to facilitate any part of a Service. Where such third party providers are engaged by ATB Financial, ATB Financial may disclose to such provider, subject to appropriate confidentiality arrangements as determined by ATB Financial, any information it holds about the Client or any Authorized Administrator or Authorized User as is necessary to provide the Services. ATB Financial will have sole and complete control over, and reserves the right at any time to make changes to the functionality, configuration, appearance, of the Services or the Content, including controlling, changing, or restricting: (i) the selection of or access to Services made available; and (ii) the parameters, processes, and



requirements by which Orders are placed, routed or otherwise facilitated by the Services. ATB Financial may provide all or any part of the Services through a branch, agency, affiliate or third party service provider. For the purposes of this Agreement and these Terms of Use, the term “ATB Financial” includes such branches, agencies, affiliates and third party service providers.

(k) **ATB Financial's Right to Control Access and Use.** Client's and Authorized Users' access to and use of the Services may be subject to temporary or permanent suspensions, restrictions, or limitations imposed by ATB Financial at ATB Financial's sole discretion, including, but not limited to:

- (i) limits on the aggregate dollar volume of trading transactions per day and limits on markets and instruments available for trading;
- (ii) restrictions on the offer or sale of particular securities;
- (iii) not publishing, making available, or transmitting certain rates, prices, or other information;
- (iv) designating certain information as only being indicative (subject to offerings);
- (v) refusing to accept or post, or rejecting or suspending, any particular Order; and
- (vi) refusing to facilitate any or all transactions or Orders; and
- (vii) restricting the access of Client or an Authorized User, as the case may be, to any Service whether due to market conditions or closings, technical considerations, the quality or quantity of inventory contributed by Client, the failure by Client or an Authorized User to post bids or offers or solicitations for bids or offers that are reasonably related to market prices, the offer or sale of securities in violation of Applicable Law, court or government order, or otherwise. Client acknowledges and agrees that: (i) it will be a material breach of this Agreement to evade, or attempt to evade, any such suspension, restriction or limitation; and (ii) Client will not rely on ATB Financial to implement any such suspension, restriction or limitation for Client's protection or benefit.

(l) **Unauthorized Use and Access.** Neither Client nor any Authorized Administrator or Authorized User will (i) frame, mirror, scrape or data-mine the Services or any Content in any form or by any means, (ii) attempt to access any restricted areas of the Services or ATB Financial's systems or attempt to perform any functions that are not authorized under this Agreement, (iii) reverse engineer, decompile, disassemble, modify or create derivative works of any portion of the Services (iv) disclose the results of performance benchmarks for the Services to any third party; (v) remove any copyright or other proprietary notices on or in any aspect of the Services or (vi) access or interact in any automated or technology assisted manner with the Services other than through the authorized use of an applicable applications programming interface, if any, that ATB Financial has licensed to Client.

(m) **Third Party Links.** The Services may contain links to third party websites, services, or content that are not owned or controlled by ATB Financial. ATB Financial has no control over, and assumes no responsibility for, the content or practices of any such third party websites, services or content. The existence of such a link in the Services does not constitute a recommendation or other approval by ATB Financial of any third party websites, services, or content and any opinions or recommendations expressed in such third party websites, services, or content are those of the relevant third party provider and are not the opinions or recommendations of ATB Financial.

(n) **Compliance with Laws.** Client acknowledges that its access to and use of any Service may be restricted or limited as a result of Applicable Laws. Client undertakes to familiarize itself, keep current with and comply with Applicable Laws including, without limitation, laws or other requirements governing the sale and resale of securities, prohibiting price manipulation, deceptive trading, fraud, short selling or insider trading, requiring “best execution” or the display of Order-related information or the recording, transmission to third parties or maintenance of records in relation to the use of any Service by Client, its Authorized Users or





the provision of information to exchanges and/or Governmental or Regulatory Authorities where obliged to do so.

(o) **Disclosure of Client Information.** Subject to Applicable Laws, Client will supply ATB Financial with all information (including personal information) requested by ATB Financial concerning Client and any Authorized Administrator or Authorized Users and its access to and use of the Services which is reasonably deemed by ATB Financial to be necessary in connection with ATB Financial's obligations under Applicable Laws. Client understands and agrees that ATB Financial may maintain records of such information and may also report it to exchanges, trade repositories, and Governmental or Regulatory Authorities as ATB Financial determines in its sole discretion to be necessary. Client certifies that any such information is materially true and correct at the time it is provided to ATB Financial and that all necessary consents and permissions have been obtained from any individuals to permit the transmission of such information.

(p) **Use of Services.** Authorized Users may use the Services in accordance with this Agreement by following the applicable prompts and inputting the required information on the website designated by ATB Financial. Client acknowledges that:

- (i) Failure to input the required information may result in ATB Financial, in its sole discretion, being unwilling or unable to process an Order;
- (ii) It is responsible for arranging access to the internet and for any communication costs associated therewith and for any actions or omissions of the internet service provider;
- (iii) Any of the Services may be unavailable from time to time due to maintenance or unanticipated circumstances; and
- (iv) ATB Financial is not responsible in any manner for direct, indirect, special or consequential damages, however caused, arising out of Client's use of any web browser or other technology, including any damages Client may suffer if Client transmits confidential or sensitive information to ATB Financial or if ATB Financial communicates such information to Client at its request over the internet.

(q) **Implementation and Operational Dependencies.** Client will perform such activities (including the provision of information to ATB Financial) as may be identified by ATB Financial from time to time, as required in order for ATB Financial to perform the Services. ATB Financial will not be responsible for any delay or non-performance caused by a failure of Client to perform any such activity (including a failure of Client to perform an activity by an identified date or timeline).

**4. Wire Settlement.** If ATB Financial permits, Client may make any payments required under an Order by way of wire transfer. Any such wire transfers shall be governed by the terms of the Wire Transfer Schedule attached as Schedule B to these Terms of Use. The Wire Transfer Schedule is incorporated into and forms part of these Terms of Use.

**5. Intellectual Property.** As between Client and ATB Financial, exclusive ownership of, and title to, all copyrights, trademarks, service marks, patent rights, trade secrets and all other proprietary and/or intellectual property rights in and relating to the Services and the Application Software, or any financial or other content therein (the **Content**), including, but not limited to, prices and volumes of bids and offers and all other trading data (together, the **Trading Data**) generated by or in connection with the Services, including, but not limited to Client's access thereto and use thereof (collectively, **ATB Financial IP**) will remain with, and vest in, ATB Financial and/or applicable licensors. Nothing in this Agreement will be deemed to convey any right, title or interest in the ATB Financial IP to Client.



**6. Personal Information.** ATB Financial collects, uses and discloses personal information in accordance with ATB Financial's Privacy Statement available on [www.atb.com](http://www.atb.com), as may be amended from time to time by ATB Financial in its discretion. By accepting this Agreement, and each time Client uses a Service, Client consents to the collection, use and disclosure of personal information by ATB Financial in accordance with the Privacy Statement. Any questions or concerns about the personal information that is collected and retained by ATB Financial may be directed to ATB Client Care at 1-800-332-8383 or to the ATB Financial privacy officer by email at: [PrivacyOfficer@atb.com](mailto:PrivacyOfficer@atb.com)

**7. Client Representations, Warranties and Covenants.**

(a) Client's Representations and Warranties. Client represents, warrants, and covenants to ATB Financial, and acknowledges that ATB Financial is relying upon such representations, warranties, and covenants that, at the time each Order is submitted:

- (i) It is duly organized and validly existing in the jurisdiction of its incorporation or creation and has full power, authority and right to execute and deliver this Agreement, and this Agreement has been duly executed and delivered by it and is valid and binding on it, enforceable in accordance with its terms;
- (ii) It has the necessary licenses, registrations, permits, regulatory approvals or other consents necessary to carry on its business and receive the Services in compliance with Applicable Laws and this Agreement;
- (iii) It and each Authorized User is authorized to enter into the transactions that are facilitated by the Services, and that such transactions create legal, valid and binding obligations enforceable against it;
- (iv) It will act as principal in connection with, and will assume full responsibility for the performance of, each transaction effected through the Services;
- (v) It meets the eligibility criteria to render its use of any Service and ATB Financial exempt from any registration, offering document or other requirement under Applicable Laws;
- (vi) Its access to and use of the Services will comply with this Agreement and all Applicable Laws, and Client agrees that it will be a material breach of this Agreement to evade, or attempt to evade any such restrictions or limitations under Applicable Laws;
- (vii) unless it advises ATB Financial in writing otherwise, no transaction executed by Client through a Service will be on behalf of a plan subject to the United States Employee Retirement Income Security Act of 1974 or any similar statute;
- (viii) It and its Authorized Users shall not access or use the Services outside of Canada;
- (ix) It will comply with *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio- television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act*, SC 2010, c 23, or any successor thereof as amended from time to time, including any regulations and practice guidelines issued by any Governmental or Regulatory Authority in respect thereof, including in their use of the Services;
- (x) It is a "permitted client" (as defined in National Instrument 31-103) that is not an individual;



- (xi) It is in compliance with all applicable Anti-Money Laundering Laws and will provide ATB Financial, on request, information reasonably necessary to for ATB Financial to confirm such compliance;
  - (xii) The monies used to fund its business have not been and will not be derived from or related to any illegal activities (including money laundering activities), and the proceeds from the its activities contemplated by this Agreement will not be used to finance any illegal activities; and
  - (xiii) It will provide ATB Financial with any additional representations or information required by ATB Financial in order for ATB Financial to comply with Applicable Laws.
- (b) **Client's Acknowledgements.** Client acknowledges and agrees that:
- (i) any transaction utilizing the Services involves risks, including but not limited to the risk of losses associated with currency fluctuations, and Client is willing to accept and is capable of understanding, and accepts and understands, any and all such risks;
  - (ii) it is familiar with the Services and fully understands its payment and settlement obligations being created thereunder;
  - (iii) the price or rate charged by ATB Financial in respect of any transaction in connection with the Services may include a spread or other fee or commission;
  - (iv) ATB Financial does not guarantee indicative rates, prices or any other information, and in the event of market disruptions or periods of extreme market volatility unrelated to the events set out in Section 12(m), ATB Financial will use reasonable commercial efforts to complete the execution of Orders; and
  - (v) It is not relying on any information or communications from ATB Financial including as may be found on ATB Financial's website as related to any online trading platforms, and such information or communications are not legal, tax, accounting, business or investment advice.

**8. No Warranty; Limitation of Liability.**

(a) ATB FINANCIAL, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE **ATB FINANCIAL PARTIES** AND INDIVIDUALLY, AN **ATB FINANCIAL PARTY**) MAKE NO REPRESENTATIONS, WARRANTIES, OR OTHER CONDITIONS TO CLIENT AS TO THE SERVICES OR THEIR ACCESS OR USE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE USE OR THE RESULT OF THE SERVICES WITH RESPECT TO THEIR CORRECTNESS, QUALITY, ACCURACY (INCLUDING ACCURACY OF TRADING DATA), SECURITY, RELIABILITY, PERFORMANCE, COMPLETENESS, TIMELINESS, PRICING, CONTINUED AVAILABILITY, THE PROTECTION OF ANY CONFIDENTIAL OR SENSITIVE INFORMATION, OR OTHERWISE. CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AT CLIENT'S SOLE RISK.

(b) NO ATB FINANCIAL PARTY SHALL HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, TO CLIENT OR TO THIRD PARTIES, FOR THE CORRECTNESS, QUALITY, ACCURACY, SECURITY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, PRICING OR CONTINUED AVAILABILITY OF THE SERVICES OR FOR DELAYS OR OMISSIONS OF THE SERVICES, OR FOR THE FAILURE OF ANY CONNECTION OR COMMUNICATION SERVICE TO PROVIDE OR MAINTAIN CLIENT'S ACCESS TO A SERVICE, OR FOR ANY INTERRUPTION IN OR DISRUPTION OF CLIENT'S ACCESS (INCLUDING INTERRUPTION OR DISRUPTION



CAUSED BY ATB FINANCIAL WHERE ATB FINANCIAL BELIEVES THERE HAS BEEN A BREACH IN SECURITY) OR ANY ERRONEOUS COMMUNICATIONS BETWEEN ANY ATB FINANCIAL PARTY AND CLIENT.

(c) NO ATB FINANCIAL PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH CLIENT MAY INCUR OR EXPERIENCE BECAUSE CLIENT ENTERED INTO THIS AGREEMENT OR RELIED ON THE SERVICES, EVEN IF AN ATB FINANCIAL PARTY KNOWS OF THE POSSIBILITY OF THOSE DAMAGES. NO ATB FINANCIAL PARTY SHALL BE RESPONSIBLE FOR INFORMING CLIENT OF ANY DIFFICULTIES AN ATB FINANCIAL PARTY OR OTHER THIRD PARTIES EXPERIENCE CONCERNING USE OF THE SERVICES FOR ITS ACCOUNTS OR OTHER ACCOUNTS OR TO TAKE ANY ACTION IN CONNECTION WITH THOSE DIFFICULTIES. NO ATB FINANCIAL PARTY SHALL HAVE ANY DUTY OR OBLIGATION TO VERIFY, CORRECT, COMPLETE OR UPDATE ANY INFORMATION DISPLAYED IN THE SERVICES. CLIENT IS SOLELY RESPONSIBLE FOR ANY LOSSES, DAMAGES OR COSTS RESULTING FROM ITS RELIANCE ON ANY DATA OR INFORMATION THAT ANY ATB FINANCIAL PARTY MAY PROVIDE IN CONNECTION WITH CLIENT'S USE OF THE SERVICES. CLIENT WILL MAKE ITS OWN INDEPENDENT DECISION TO ACCESS OR USE ANY SERVICE OR TO EXECUTE ANY ORDER AND CLIENT ACKNOWLEDGES AND AGREES THAT THE SERVICES DO NOT AND WILL NOT SERVE AS THE PRIMARY BASIS FOR ANY OF ITS INVESTMENT DECISIONS CONCERNING ITS ACCOUNTS OR ITS MANAGED OR FIDUCIARY ACCOUNTS. CLIENT IS SOLELY RESPONSIBLE FOR ANY INVESTMENT OR TRADING DECISIONS IT MAKES WITH RESPECT TO PRODUCTS IDENTIFIED ON THE SERVICES AND NO ATB FINANCIAL PARTY IS RESPONSIBLE FOR DETERMINING WHETHER ANY ORDER CLIENT MAY ENTER INTO IS SUITABLE, APPROPRIATE OR ADVISABLE. NO ATB FINANCIAL PARTY IS OR WILL BE, BY VIRTUE OF PROVIDING THE SERVICES, AN ADVISOR OR FIDUCIARY TO CLIENT OR CLIENT'S MANAGED OR FIDUCIARY ACCOUNTS.

(d) Client acknowledges and agrees that the liability of the ATB Financial Parties, if any, arising out of or in any way related to this Agreement or the performance or non-performance of the Services will for all purposes and in total be limited to direct damages in an aggregate (full contract) amount not to exceed Cdn. \$500,000.00.

**9. Indemnification.** Client will indemnify, defend and hold harmless all ATB Financial Parties from and against any and all liabilities, claims, fines, losses, damages, costs, suits, proceedings, and expenses of any nature or kind (including, without limitation, legal fees) incurred or suffered by, or asserted against any ATB Financial Party, that are caused by, result from, arise out of, are based upon or relate to, directly or indirectly, (i) this Agreement (including the Client's breach of this Agreement); (ii) the provision by ATB Financial of any Service to Client; (iii) any security breach by or in connection with Client, an Authorized Administrator, Authorized User, User Identifications, or Access Codes, including without limitation any unauthorized access to, entry into, or use of any Service, or any other related ATB Financial system; (iv) any criminal, fraudulent or willful misconduct on the part of Client, any Authorized Administrator, Authorized User, or any employee, agent or other representative of Client and (iv) any claim by a third party Client client.

**10. Termination.** Client may terminate this Agreement upon giving ATB Financial 30 days prior written notice. ATB Financial may terminate this Agreement immediately upon giving Client written notice. Termination will not affect any transaction previously entered into and will be without prejudice to any accrued rights and obligations of either party.

**11. Confidentiality.**

(a) Each party will, in its capacity as a Receiving Party:



- (i) not use or reproduce Confidential Information of the Disclosing Party for any purpose, other than as and to the extent expressly permitted under this Agreement or for the purpose of exercising its rights or performing its obligations under this Agreement;
  - (ii) not disclose, provide access to, transfer or otherwise make available any Confidential Information of the Disclosing Party except as expressly permitted in this Agreement; and
  - (iii) take all measures reasonably required to maintain the confidentiality of the Confidential Information of the Disclosing Party that it receives and retains in its possession.
- (b) Notwithstanding the foregoing, each party, in its capacity as a Receiving Party, may disclose Confidential Information of the Disclosing Party:
- (i) if and to the extent required by a Governmental or Regulatory Authority or otherwise as required by Applicable Laws, provided that Receiving Party must first give Disclosing Party notice of such compelled disclosure (except where prohibited by Applicable Laws from doing so) and must use commercially reasonable efforts to provide Disclosing Party with an opportunity to take such steps as it desires to challenge or contest such disclosure or seek a protective order. Notwithstanding the foregoing, notice to the Disclosing Party shall not be required where disclosure is in connection with a routine audit or examination by a Governmental or Regulatory Authority that does not reference the Disclosing Party, the Services or this Agreement; and
  - (ii) to:
    - A. its accountants, internal and external auditors and other professional advisors if and to the extent that such persons need to know such Confidential Information in order to provide the applicable professional advisory services relating to Receiving Party's business and provided such persons are under obligations protecting such confidentiality no less stringent than those contained in this Section 11;
    - B. in the case of Client, employees of Client if and to the extent that such persons need to know such Confidential Information to perform their respective obligations under this Agreement and provided such persons are under obligations protecting such confidentiality no less stringent than those contained in this Section 11; and
    - C. in the case of ATB Financial, its licensors and service providers engaged in providing the Services and employees thereof, if and to the extent that such persons need to know such Confidential Information for purposes relating to the provision of the Services or of related services provided by other service providers in the ordinary course and provided such persons are under obligations protecting such confidentiality no less stringent than those contained in this Section 11.

## 12. General.

- (a) **Equipment.** Client acknowledges and agrees that Client is solely responsible for the selection, acquisition, installation, maintenance, support, and costs of any hardware, software, or other technology necessary to access and use the Services.
- (b) **Independent Legal Advice.** Client acknowledges that it has read, understood, and agrees with all of the provisions of this Agreement, and acknowledges that it has had the opportunity to obtain independent legal advice with respect to it.



(c) **Notices.** All notices to ATB Financial will be in writing and will be hand delivered, sent by registered or certified mail, return receipt requested, or sent via email to ATB Financial at the addresses set forth in this Agreement (as may be changed by ATB Financial by written notice to Client) and will be deemed given and received on the date such notice is issued. All notices to Client may be given to Client by electronic display during use of the Service, via posting on any website associated with the Services, or via email or registered, certified, or regular mail to the address(es) ATB Financial last has on record for the Client (as may be changed by Client by written notice to ATB Financial) and will be deemed given and received on the date such notice is displayed, posted, or issued.

(d) **Assignment.** This Agreement may not be assigned by Client without ATB Financial's prior written consent, which consent may be arbitrarily withheld, and any such purported assignment will be null and void. This Agreement will be binding upon and will enure to the benefit of the parties and their respective successors and permitted assigns.

(e) **Amendments.** ATB Financial reserves the right, at ATB Financial's sole discretion, to change, modify, add, or delete portions of this Agreement (including these Terms of Use) at any time by posting or displaying such amendments on [atb.com](https://atb.com) or on any website associated with the Services for a minimum of 30 days prior to becoming effective. Any amendment will not affect any Order received by ATB Financial prior to the effective date of the amendment. Client's use of any Service after ATB Financial posts an amendment means that Client agrees to and accepts such amendment. If Client does not agree to an amendment, Client must immediately stop using the Services. Client waives any claims that may result from ATB Financial amending this Agreement in this manner.

(f) **Waivers.** A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party against whom the waiver is to be effective. The waiver by a party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance (whether of the same or any other nature).

(g) **Severability.** If any provision or term hereof is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement will not be affected.

(h) **Entire Agreement.** Client acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not expressly set forth herein. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all other oral, written or other communications between them concerning this subject matter. The headings in this Agreement are intended for convenience of reference and will not affect its interpretation.

(i) **Injunctive Relief.** Client acknowledges that a breach by Client of any provision of Sections 3 or 5 of these Terms of Use may cause ATB Financial irreparable injury and damage and therefore any such breach may be enjoined through injunctive proceedings in addition to any other rights and remedies which may be available to ATB Financial at law or in equity.

(j) **Relationship Between the Parties.** There is no joint venture, partnership, agency or fiduciary relationship existing between the parties and the parties do not intend to create any such relationship by this Agreement. This Agreement does not create, and will not be construed to create, any right for the benefit of any third party, except for Section 12(k) below, the limitation of liability specified in Section 8, and the indemnity specified in Section 9 of these Terms of Use.



- (k) **Third Party Beneficiaries.** ATB Financial's third party service providers or licensors engaged in connection with the provision of the Services are intended to be a direct and intended third party beneficiary of this Agreement, and Client agrees that such third party beneficiaries may enforce the terms of this Agreement directly against Client.
- (l) **Governing Law and Dispute Resolution.** This Agreement will be governed by the laws of the Province of Alberta and the law of Canada applicable therein, without reference to the conflict-of-laws rules thereof. The parties hereby consent to the non-exclusive jurisdiction of, and venue in, of the superior courts in Alberta.
- (m) **Force Majeure.** Neither party will be liable for any delay or failure in the performance of its obligations hereunder if and to the extent such delay or failure is caused, directly or indirectly, by fire, flood, explosion, war, terrorism, earthquake, elements of nature or acts of God or the public enemy; riots, civil disorders, embargo; strikes, lockouts, or labor difficulties; any failure in electrical or air conditioning equipment; unavailability of parts; civil or military authority; inability to obtain any relevant data, access links or other communication facilities; any governmental requirements or any acts or failures to act of any governmental authority; or any other cause, whether or not similar to the foregoing, beyond the reasonable control of such party. Any party so delayed in its performance will notify the other party, and such notice will describe in reasonable detail the circumstances causing such delay. During the time that any of the events specified above continue to exist, each of the obligations of each party hereto, other than those affected by the events listed above, will remain in full force and effect and each party will continue to perform such obligations hereunder.
- (n) **Survival.** The provisions of Sections 5, 8, 9, 11 and 12 of these Terms of Use, along with any other sections that expressly or by their nature survive any termination of this Agreement shall continue in full force and effect notwithstanding the termination of this Agreement.
- (o) **Language.** The parties acknowledge having requested that this Agreement be drafted in the English language. Les parties reconnaissent avoir exigé que cette entente et tous les documents y afférant soient rédigés en anglais.
- (p) **Records.** Upon the Client's request, ATB Financial may provide a statement or confirmation of Orders submitted on behalf of the Client, and such statement, along with any of ATB Financial's other records as to the use of Services, shall be considered correct absent manifest error.





## Schedule B

### Wire Transfer Schedule

#### 1. Introduction.

##### (a) Schedule to Electronic Dealing Agreement Terms of Use.

This Wire Transfer Schedule (the **Schedule**) supplements and forms part of the Terms of Use. Any capitalized terms contained herein but not defined shall have the meaning given to them in the Terms of Use.

##### (b) Definitions. In this Schedule:

- i. **Beneficiary Account** means the beneficiary account to which a Wire is directed;
- ii. **Business Day** means any day that is not a Saturday, Sunday, or a day in which ATB Financial is required to be closed in the Province of Alberta;
- iii. **Intermediary** means any person receiving or handling the wire transfer for ATB Financial or the beneficiary including Payments Canada, other financial institutions, payment systems, networks, and their respective agents and service providers;
- iv. **Malicious Content** includes: i) information or content that may cause harm to the Client, ATB Financial, or any other person including any Intermediary that includes, provides, transmits, receives, views, accesses, obtains or processes the information or content; ii) personal information of an individual unless the individual has provided appropriate consent to the collection, use, and disclosure of the personal information in accordance with Applicable Laws, including personal information protection laws; iii) a uniform resource identifier such as a uniform resource locator (URL), hyperlink, link or IP address; iv) deceptive or malicious scripts or codes; v) information, content or language that is threatening, violent, intimidating, or harassing; vi) information, content or language that is offensive, profane, indecent, defamatory, racist, hateful, sexist, homophobic, contains or refers to any obscenity or pornography, illegal, relates to illegal activities, or the inclusion, provision, transmission, receipt, viewing, accessing, obtaining or processing of which is otherwise in contravention of Applicable Laws; vii) information or content that is used to conduct, encourage, or incite illegal or other harmful activities to/through the Services, the Client, ATB Financial, any other person including any Intermediary that includes, provides, transmits, receives, views, accesses, obtains or processes the information or content; viii) information or content that constitutes impersonation, advertising or spam; and/or ix) information or content that infringes intellectual property or proprietary rights;
- v. **Originating Account** means the Client's account at ATB Financial which is set up for ATB Financial to debit Wire amounts;
- vi. **Payment System Rules** means the by-laws, rules, guidelines, requirements and standards of various payment systems and networks (including Payments Canada) that ATB Financial and/or any Intermediary may be subject to and/or required to comply with in respect of sending or receiving Wires;
- vii. **Release** means ATB Financial's release of the Wire into any one or more inter-bank/financial institution networks, the beneficiary's financial institution, its clearing agent or our Intermediary for processing and funding into the Beneficiary Account;





- viii. **Wire** means an electronic message transmitted in real-time through one or more inter-bank/financial institution computer networks (such as but not limited to SWIFT or Lynx) from an Originating Account to a Beneficiary Account;
- ix. **Wire Instructions** means the Client's instructions, authorizations or other approvals relating to sending or receiving a Wire; and
- x. **Wire Message Detail** means all details in the message field/component (through free form, structured data fields, a uniform resource locator (URL), hyperlink, link or IP address) that may be included with the Wire.

## 2. **Wires Service.**

Client may request and Approve Wires through the Services for the purpose of settling Orders.

## 3. **Authority to Debit Accounts.**

Upon receipt of Approval, ATB Financial is authorized to debit the Originating Account for the amount of such Wire plus any applicable fees, charges or interest payable as outlined in this Agreement or another agreement between Client and ATB Financial regardless of whether there are sufficient funds in the Originating Account.

## 4. **Authority to Send Funds.**

Subject to Section 6 below, any Authorized User may provide Wire Instructions and Approve Wires through the Services. The Client is solely responsible for any unauthorized use of the Wire service. ATB Financial will not verify the authority of any person, including, without limitation, any Authorized User, entering Wire Instructions or Approvals through the Services. ATB Financial will not be responsible for any delay or failure to receive Wire Instructions through the Services.

ATB Financial may be required to obtain confirmation of identity or other information in relation to the Authorized User in order to comply with Applicable Laws. This information may be obtained before or after access is granted to the Authorized User, and the ability to enter Wire Instructions or Approve Wires through the Services may be blocked or limited until this information has been fully obtained (in ATB Financial's sole discretion). When any such identity information is provided by the Client to ATB Financial, the Client certifies that such information is true and correct.

## 5. **Sufficient Funds In Accounts.**

Client must ensure that the Originating Account has sufficient funds or available facilities to adequately fund the amount of a Wire. In the event that there are insufficient funds to fully fund the Wire plus any applicable fees when the Wire is scheduled for Release, the Client acknowledges that ATB Financial is not obligated to Release the Wire.

## 6. **Wire Information, Approval and Responsibility for Wires.**

Wires Instructions may be entered by inputting the Beneficiary Account details and other required information into the Services. Authorized Users may also create templates detailing beneficiary information into the Services for Wires that Client anticipates will occur on a repeating basis.

Client shall have the option of determining whether Wires shall require the Approval of a single Authorized User or whether Wires shall require the Approval of two (2) Authorized Users, such requirement to be based on the dollar value of the Wire as determined by the Client (the **Wire Approval Requirement**). Client shall advise ATB Financial of the Wire Approval Requirement by



providing a completed and duly executed Schedule A: Authorized Administrators and Transaction Approvals. Client may also, from time to time, amend the Wire Approval Requirement by providing an updated and duly executed Schedule A: Authorized Administrators and Transaction Approvals. In the event Client does not advise ATB Financial of the Wire Approval Requirement, all Wires shall require the Approval of two (2) Authorized Users.

Client is responsible for verifying the correctness of all Wire Instructions provided, including, without limitation, the Beneficiary Account information and payee information, and if necessary, updating any templates created to properly route a Wire into a Beneficiary Account. Client acknowledges that ATB Financial and any Intermediary involved in sending a Wire will not confirm or verify the completeness or correctness of any Wire Instructions. In particular, neither ATB Financial nor any Intermediary will confirm whether the routing numbers provided correspond to the Wire beneficiary, the beneficiary's financial institution, or whether the Beneficiary Account belongs to the beneficiary. Only the account number, identification numbers or codes provided will be used by ATB Financial or any Intermediary to route the Wire to the Beneficiary Account.

Client is responsible for the contents of any messages or information sent or received in connection with Wire Instructions, including the Wire Message Details, and is prohibited from sending or receiving a message or information that contains Malicious Content.

## 7. **Currency Exchange.**

Wires may be denominated in: i) Canadian dollars; ii) U.S. dollars; or iii) a number of other foreign currencies specified by ATB Financial from time to time. All Wires must originate from a Canadian or U.S. dollar Originating Account.

For Wires in which the Originating Account is denominated in one currency and the Beneficiary Account is denominated in another currency (in accordance with the originating denomination rules set out above), the applicable currency exchange rate will be as Client has agreed to in the relevant Order.

ATB may also set limits on the amount of a Wire that may be sent in a particular currency. Such limits will be communicated via the Services.

## 8. **Cut-off Times.**

### (a) **Automated Payments**

#### i. **CDN and USD**

For Wires in Canadian or U.S. Dollar currencies, Wire Approvals must be received on or before 2:30 pm on the value date of the Order (ie: the date the currencies are traded).

#### ii. **GBP**

For Wires in Pound Sterling currency, Wire Approvals must be received on or before 2:30 PM the day prior to the value date of the Order.

#### iii. **EUR, AUD and all other currencies**

For all other currencies, Wire Approvals must be received on or before 2:30 PM two days prior to the value date of the Order.

### (b) **Manual Payments**

In cases where a Wire must be processed manually, Wire Approvals must be received on or before 1:59 pm Mountain Time in order to be released on that Business Day. Wires for which Approvals are



received after 1:59 pm Mountain Time on a Business Day will be processed and Released the next Business Day. ATB Financial reserves the right to alter any cut-off times without prior notice to Client. Manually processed Wires are Released only on Business Days.

**9. Delays.**

Wires may be subject to delays arising out of a number of factors including, but not limited to, any one or more of: destination cut-off times, time zone differences, and whether the institution where the Beneficiary Account is held or any other Intermediary is open for business on a particular day. Further, Wires may be subject to the laws of the beneficiary's jurisdiction as well as Applicable Laws. Wires may also be subject to restrictions in clearing systems and the applicable Payment System Rules.

Notwithstanding any other provisions of the Agreement, Client acknowledges that there may be delays in sending, Releasing, or in the arrival of a Wire to its intended destination or to the Beneficiary Account. ATB Financial does not guarantee that a Wire will be credited to the Beneficiary Account at a specific date or time. ATB Financial shall not be responsible for delaying or failing to act on any Wire Instructions if such delay is caused by legal constraint, interruption of transmission or communication facilities, networks, systems or equipment failure, war, emergency conditions, strikes or other circumstances beyond ATB Financial's control.

**10. Release and Indemnity.**

Client agrees to discharge and release ATB Financial from, and indemnify and hold ATB Financial harmless from and against all claims arising from ATB Financial acting or declining to act upon or returning any Wire Instructions provided to ATB Financial in accordance with this Agreement, or as a result of any messages or information sent or received in connection with any Wire Instructions, including if Malicious Content was transmitted in the Wire Message Details. This indemnity is in addition to any other indemnity contained in the Agreement.

**11. Agency.**

Client appoints ATB Financial as Client's agent for the purposes of sending Wires. Any steps ATB Financial takes in such capacity will have the same effect as if made by Client directly and will bind Client in the same manner as if such actions or instructions were given by Client and duly signed by Client's authorized signatory. Client acknowledges that ATB Financial may use the systems, networks, associations, financial institutions and other third parties for sending Wires that it determines at its sole discretion.

**12. Correspondent Institutions.**

Client acknowledges that in connection with any Wire Released by ATB Financial in accordance with this Agreement, ATB Financial may utilize the services of Intermediaries to act as agent on Client's behalf. ATB Financial shall not be liable for any act or omission of any Intermediary in the performance of the Wire services.

**13. Compliance with Laws and Internal Policy.**

ATB Financial has the right to refrain from Releasing or otherwise processing a Wire that may contravene (i) Applicable Laws, including but not limited to Payment System Rules and Anti-Money Laundering Laws; or (ii) any internal risk management or other policies of ATB Financial. ATB Financial may also be prohibited (either by Applicable Law, regulation or internal business rule) from Releasing or otherwise processing Wires to certain countries, territories, or locations. Client



acknowledges that an Intermediary or other third party may be unable to process a Wire for similar reasons. Without limiting the generality of the foregoing, ATB Financial may, in its sole discretion, choose to decline to act on any Wire Instructions, and may return any Wire received, if ATB Financial reasonably believes that: (i) any Malicious Content is being transmitted in any message or information accompanying any Wire, including the Wire Message Details, (ii) the Wire is being sent to or originated from a sanctioned country, (iii) the Wire is unauthorized, incomplete, erroneous or otherwise fraudulent, or (iv) the Wire otherwise does not comply with the terms of our Services, the Payment System Rules or applicable laws.

**14. Irrevocable.**

Client acknowledges that Wires which have been Approved are irrevocable. Accordingly, ATB Financial cannot guarantee the return of funds, or alternatively, the return of funds without a fee. In the event that ATB Financial is able to return funds that were converted to another currency at the time the Wire was Approved, ATB Financial will re-convert such funds back to the original currency at the exchange rate set by ATB Financial at the time of such conversion.

**15. Fees.**

Client agrees to pay any applicable fees and charges set by ATB Financial from time to time for sending Wires in accordance with ATB Financial's pricing schedule established from time to time. Further, Client acknowledges that other financial institutions may charge or deduct fees for processing Wires. Client is responsible for any such third party charges which may include, duties, taxes imposed and charges of any other nature that are collectible in connection with an Approved Wire. Such third party charges may be deducted from the amount of the Wire sent (the total credit to the Beneficiary Account being the amount of the Wire minus applicable charges), or charged to Client after receipt.

**16. Further Assurances.**

The Client shall forthwith from time to time upon the request of ATB Financial, do make and execute all such additional documents, acts, matters and things as may be required by ATB Financial in its reasonable discretion to give effect to the provisions of this Schedule.