



BUSINESS BANKING ACCOUNT AGREEMENT

(Canadian Currency Account)

| REFERENCE | DESCRIPTION | PAGE |
|--------------------|---|-----------|
| ARTICLE I | OPERATION OF YOUR ACCOUNT | 1 |
| SECTION 1.01 | AUTHORIZED PERSONS ONLY | 1 |
| SECTION 1.02 | DEPOSITS TO YOUR ACCOUNT | 1 |
| SECTION 1.03 | RIGHT TO DEBIT ACCOUNT | 1 |
| SECTION 1.04 | SECURITY | 2 |
| SECTION 1.05 | FOREIGN CURRENCY TRANSACTIONS | 2 |
| SECTION 1.06 | FOREIGN CURRENCY ACCOUNTS | 3 |
| SECTION 1.07 | CHEQUES AND OTHER INSTRUMENTS | 3 |
| SECTION 1.08 | STOP PAYMENT | 3 |
| SECTION 1.09 | LIMITS | 3 |
| SECTION 1.10 | HOLDING OF FUNDS | 3 |
| SECTION 1.11 | PROCESSING AND RECORDS | 4 |
| SECTION 1.12 | STATEMENTS AND VERIFICATION | 4 |
| SECTION 1.13 | WAIVER OF PROTEST | 5 |
| SECTION 1.14 | YOUR DUTY OF CARE | 5 |
| SECTION 1.15 | TRANSFERRING FUNDS | 6 |
| SECTION 1.16 | CLOSING OR FREEZING ACCOUNTS | 7 |
| ARTICLE II | ADDITIONAL TERMS FOR SPECIFIC SERVICES | 7 |
| SECTION 2.01 | ACCEPTANCE OF INSTRUCTIONS | 7 |
| SECTION 2.02 | COMPROMISED SECURITY | 7 |
| SECTION 2.03 | CUSTOMER RESPONSIBILITY | 7 |
| SECTION 2.04 | DEPOSITS | 8 |
| SECTION 2.05 | PROCESSING, VERIFICATION AND ACCEPTANCE OF INSTRUCTIONS | 8 |
| SECTION 2.06 | OVERDRAFT | 8 |
| SECTION 2.07 | MERCHANT DISPUTES | 8 |
| SECTION 2.08 | BILL PAYMENT | 8 |
| SECTION 2.09 | ADDITIONAL SERVICES FEES | 9 |
| ARTICLE III | GENERAL TERMS AND CONDITIONS | 10 |
| SECTION 3.01 | FEES | 10 |
| SECTION 3.02 | ELECTRONIC COMMUNICATION | 10 |
| SECTION 3.03 | MONITORING; RESTRICTIONS | 10 |
| SECTION 3.04 | COMPLIANCE WITH LAWS | 11 |
| SECTION 3.05 | INTELLECTUAL PROPERTY RIGHTS | 11 |
| SECTION 3.06 | CANCELLATION, SUSPENSION OR TERMINATION | 11 |
| SECTION 3.07 | NO INTEREST | 12 |
| SECTION 3.08 | SET OFF RIGHTS | 12 |
| SECTION 3.09 | INDEMNITY | 12 |
| SECTION 3.10 | LIMITATION OF LIABILITY | 12 |
| SECTION 3.11 | DISCLAIMER OF WARRANTIES | 13 |
| SECTION 3.12 | USE OF AGENTS | 13 |
| SECTION 3.13 | PERSONAL INFORMATION | 14 |
| SECTION 3.14 | MISCELLANEOUS | 15 |
| ARTICLE IV | DISPUTE RESOLUTION | 16 |
| SECTION 4.01 | DISPUTE RESOLUTION PROCESS | 16 |
| ARTICLE V | GLOSSARY OF TERMS | 16 |

BUSINESS BANKING ACCOUNT AGREEMENT (Canadian Currency)

This Agreement contains the terms which govern your Account with us and other Services you may have in connection with the Account. When you signed your Business Bank Account Application with us, you agreed to the terms contained in this Agreement and in the Business Bank Account Application, as may be amended from time to time in accordance with this Agreement.

In this Agreement, "you" or the "Customer" means the account holder, being the business entity entering into this Agreement (which could be a sole proprietorship, a partnership, a corporation or another type of business entity) and "DCBank", "we", "our" and "us" mean Digital Commerce Bank. Other capitalized terms used in this Agreement are defined in Article V Glossary of Terms.

ARTICLE I OPERATION OF YOUR ACCOUNT

Article I contains terms that apply to the operation of your Account. You and DCBank agree that the operation of each Account which you now, or in the future, may have with us, regardless of the product offering or the carrying on of other banking business by you with us, will be subject to the following terms:

Section 1.01 Authorized Persons Only

You represent, warrant, covenant and agree that only you or Authorized Signatories will use your Account and any other banking services associated with it and such use will be on your behalf and not on behalf of any other Person. You represent and warrant that you, your Authorized Signatories and any Person you authorize to use your Account: (a) has the power and authority to exercise all rights, powers and authorities in connection with this Agreement and your Account, including to incur liabilities and obligations and otherwise conduct and transact any business whatsoever on your behalf and to delegate any of these rights, powers and authorities to any other person; (b) will comply with this Agreement and Applicable Laws; and (c) will not use the account or any other Services for any illegal, immoral, fraudulent, misrepresentative or improper purposes. You are responsible and agree to indemnify and hold harmless DCBank and its Representatives for Losses whether directly or indirectly incurred, sustained or suffered by us or you in connection with the use (including any unauthorized use) of the Account.

Section 1.02 Deposits to your Account

You authorize us to endorse for deposit in your name any item or items received for deposit in your Account absent any such endorsement. We reserve the right, in our sole discretion, to refuse to accept deposits or specific items for deposit to your Account.

If an amount is deposited to your Account in error by us, we may withdraw such amount from your Account. You acknowledge and agree that you do not acquire any rights to any funds deposited in your Account in error by virtue of the fact that such deposit has been made, regardless of the length of time the funds remain in the Account.

Section 1.03 Right to Debit Account

We may debit any Account to collect fees, charges, taxes and other amounts owing by you to us or our affiliates, including in connection with this Agreement or the Services. This includes, but is not limited to, debits to your Account for any of the following:

- ▶ the amount of any Instrument payable by you;
- ▶ the amount of any Instrument cashed or negotiated by us for you or credited to your Account (whether by means of deposits made by you or by payments received for you through electronic or other means) for which payment is not received by us on a final irrevocable basis, or is reversed, in whole or in part, and whether or not such non-payment or reversal complies with the rules of the Canadian Payments Association or other clearing organization for any reason (whether or not such Instruments were drawn on other accounts with us), and together with the amount of any other indebtedness or liability

- ▶ owing by you to us and with any expenses incurred by us in connection with paying such dishonoured or unpaid Instrument. Notwithstanding any such charges, we reserve all of our rights and remedies against all parties. No such charges will not be deemed to be payment of such Instruments;
- ▶ the amount of any Instrument received by us for your Account by way of deposit, discount, collection or otherwise if it is lost or stolen or otherwise disappears by any cause whatsoever other than our gross negligence;
- ▶ any costs we incur in order to comply with any request or order issued under Applicable Laws for information, documents or action to be taken by us respecting your Account;
- ▶ any amounts owing by you to us under this Agreement or under any other agreement between you and us;
- ▶ any service charges and fees for the operation of the Account and for any Services which you subscribe for and we may provide, from time to time; and
- ▶ all amounts collectible by us as taxes on the supply, sale or other provision of our products or services.

If sufficient funds are not available in your Account for the foregoing, you agree to pay upon demand by us and will be liable to us for any such amounts owed, including any overdraft, together with interest thereon at the interest rate charged by us from time to time for overdrafts.

We may also debit any account held by you at another financial institution. You agree to the terms and conditions set forth in the Pre-authorized Debit Agreement, that the information provided by you therein is complete and correct and you agree to complete and execute any other document requested by us for such purpose, in form and substance satisfactory to us. We may also deduct applicable fees and charges from the amount of an Instrument. Unless otherwise agreed in writing by us, payment must be made in money which is legal tender at the time of payment.

We may set off or apply funds available in your Account to the amount of any indebtedness or liability you may have to us or our affiliates, in any manner we consider necessary and without prior notice to you.

Section 1.04 Security

To secure the due and punctual payment of all of your obligations to us hereunder or in respect of any Services or other agreements between you and us including, without limitation, interest on amounts in default, all other monies from time to time owing by you to us and the due performance of your obligations under this Agreement, indemnification obligations, and any other agreement between you and us, you hereby mortgage, pledge, charge and assign (by way of security) to us, and grant to us a security interest in, all Accounts and all funds deposited in or otherwise held in any Account from time to time.

We may also require you to fund a reserve account established at DCBank (“**Reserve Account**”) in an amount determined by us (“**Minimum Reserve Balance**”) in order to further secure your obligations under this Agreement. You hereby mortgage, pledge, charge and assign (by way of security) to us, and grant to us a security interest in, any Reserve Account and all funds deposited in or otherwise held in any Reserve Account from time to time. You authorize DCBank to set off against the funds in the Reserve Account an amount equal to any indebtedness or liability you may have to us or our affiliates, in any manner we consider necessary and without prior notice to you or any other. If the balance of the Reserve Account falls below the Minimum Reserve Balance at any time, you shall within one (1) Business Day transfer funds to the Reserve Account in an amount necessary to restore the balance to the Minimum Reserve Balance.

Section 1.05 Foreign Currency Transactions

All Transactions in respect of your Account in a currency other than Canadian dollars will be converted by us to the Canadian dollars at the exchange rate in use by us at the time the Transaction is processed. You acknowledge and agree that we may debit any Account for the funds required for the conversion of such Transactions and for any related fees and charges. You acknowledge and agree that we may use third party service providers to process currency conversion and that there may be a delay in such processing. We will not be responsible for any Losses relating to foreign currency conversions, including those resulting from timing delays or from a change in currency conversion rates between the date an Instrument is converted and the date the Instrument is delivered, received, processed or returned. You are solely responsible for any Losses relating

to foreign currency conversions in connection with any Services.

Notwithstanding the above, we reserve our right to, at our discretion, decline any Instrument received for deposit to your Account in a currency other than Canadian dollars.

Section 1.06 Canadian Dollar Accounts

You acknowledge that the Account is a Canadian dollar bank account and you may not deposit or withdraw any currency to or from your Account other than Canadian dollars. Any foreign currency conversions required in connection with your Account will be processed in accordance with Section 1.05.

Section 1.07 Instruments

All Instruments must comply with Applicable Laws and any other specifications provided by DCBank. DCBank may present and deliver Instruments for payment, clearing, collection, acceptance or otherwise through any financial institution or other Person, and in any manner, as it deems appropriate. Instruments are subject to the Applicable Laws and each jurisdiction in which they are processed, including any intermediary jurisdiction in which they are processed through, and the Customer is responsible to ensure all Instruments comply with such Applicable Laws. DCBank is not responsible for any Losses relating to an Instrument which contravenes Applicable Laws.

All Instruments must comply with Applicable Laws and any other specifications provided by us. We may present and deliver Instruments for payment, clearing, collection, acceptance or otherwise through any financial institution or other Person, and in any manner, as we consider appropriate in our sole discretion. We may also accept and deliver any form of settlement or payment for any Instrument as it deems appropriate. Instruments are subject to the Applicable Laws of each jurisdiction in which they are processed, including any intermediary jurisdiction in which they are processed through, and you are responsible to ensure all Instruments comply with such Applicable Laws. We are not responsible for any Losses relating to an Instrument which contravenes Applicable Laws.

Unless otherwise agreed in writing by us, we have no duty, responsibility, or obligation to review, examine, or confirm the beneficiary or payee name, endorsement, signature, amount, or other information appearing on any Instrument.

Section 1.08 Stop Payment

You acknowledge and agree that we are not able to stop payment on any Instrument which has already been presented for payment to us or which has been certified by us. We will take commercially reasonable efforts to stop payment on an Instrument if so requested. We will not, in any circumstances, be responsible or liable in connection with any stop payment request, whether or not we are able to stop such payment.

Section 1.09 Limits

We may establish one or more limits (dollar amounts or otherwise) for any Services or Instruments drawn, deposited or held on an Account, and you will adhere to these limits. We may at any time, in our sole discretion and without any notice requirement to you, change these limits for any reason, including in order to process any Instrument which would have exceeded a limit.

Section 1.10 Holding of Funds

We may hold funds you deposit by cheque, or other non-cash deposits, including money orders, drafts, EFT's and wires, for the time periods set out below prior to making them available to you for withdrawal.

For deposits of encoded Canadian dollar cheques, money orders and drafts for amounts \$1,500 or less, we may apply a hold for up to five business days after the day of the deposit. Despite the above hold periods, during the first 90 calendar days after you open your Account we may apply a hold for up to seven business days after the day of the deposit.

For deposits of encoded Canadian dollar cheques, money orders and drafts for amounts greater than \$1,500 we may hold for up to eight business days after the day of the deposit.

When you deposit an un-encoded or partially encoded Canadian dollar cheque drawn on a financial institution's branch located in Canada, we may apply a hold for a maximum of 15 business days, before you are able to access the funds.

When you deposit a cheque drawn on a financial institution's branch located outside of Canada, or a fully encoded cheque in a currency other than Canadian dollars drawn on a financial institution's branch located in Canada,

we may apply a hold for a maximum of 30 business days, before you are able to access the funds.

We may change the above hold periods or dollar amounts or other holding metrics in our sole discretion at any time and from time to time, including, without limitation, due to ongoing monitoring of transaction activity on an Account or changes in the Bank's policies and procedures from time to time.

DCBank is obligated under the PCMLTFA to report any perceived suspicious transactions to FINTRAC. We therefore may place a hold on any funds or any Account that we consider, in our sole discretion, to be the result of or connected to a suspicious transaction or suspected suspicious transaction.

A hold provides no guarantee that a cheque or other non-cash deposit will not be returned unpaid after the hold period has expired. If a cheque or other non-cash deposit is returned to us unpaid for any reason at any time, either during or after the expiry of the applicable hold period, we have the right to charge the amount of such cheque or non-cash deposit to your Account.

Section 1.11 Processing and Records

Our records respecting the time of presentment, payment or dishonour of any Instrument will be conclusive evidence of same.

You may be required to complete or execute additional documentation in connection with certain Transactions. In such case, the timing and our ability to process such Transactions may depend on when we receive all required documentation.

Any Transactions or any update of records of Transactions made on a weekend or non-business day may be processed by us on our next business day in the affected jurisdiction.

We may decline or delay acting on any instruction for any Transaction (including any post-dated Transactions) for any reason, including, but not limited to, if instructions are incomplete, ambiguous, or cannot be processed due to insufficient funds or limits imposed by us or otherwise, or if the authenticity or lawfulness of any instruction is doubted. You agree that instructions acted upon by us will, in the absence of our gross negligence or willful misconduct, be conclusively deemed to be valid instructions given or made by you, whether or not authorized by you and whether or not accurately communicated or received.

You acknowledge and agree that we may request additional information in connection with certain Transactions, including without limitation information regarding the sender or recipient or other parties to a certain Transaction whether our request is made before or after the Transaction is processed, and that you will provide us with such information in a timely manner. If we require additional information prior to processing a Transaction, the timing and our ability to process such Transactions may depend on when we receive all required information.

We may report any improper or unauthorized activity that is in any way connected to the Account(s) to any law enforcement agency or credit reporting agency.

At our sole discretion, we may verify any communications or the source of a communication before we accept or act on them. We are not liable for any instructions or communications that are not accepted, or for delays in acting upon any instructions or communications. Our records will be conclusive evidence of your communications. You consent to us recording your verbal communications with us.

Any Transaction information that you may receive is solely for your convenience in keeping your banking records. In the event of any dispute as to the accuracy of any such information, our decision based upon our internal records will be conclusive and binding on you.

Section 1.12 Statements and Verification

Unless you instruct us otherwise, we will provide to you a statement of your Account and documents for amounts charged to your Account through a self-serve portal available online at the DCBank website located at www.dcbank.ca. You will advise us promptly if the statement has not been made available within 10 days of the date when it is normally made available.

You are responsible for reviewing and verifying, at least monthly, the debit and credit entries to your Account, examining the cheques or cheque images and Transaction information and documents provided and determining their authenticity, and notifying us in writing of any errors, irregularities, omissions or any other objections to them or in respect of any other Transaction involving your Account (including if you become aware that an Instrument has forged signatures, has been altered, is a duplicate, is counterfeit or is otherwise unauthorized or fraudulent).

You are required to notify us within 30 days after the statement date (the "**Review Period**").

Upon the expiry of any Review Period (unless you notify us otherwise within such Review Period) you are deemed to have accepted all statements and reports of Account information pertaining to such Review Period and generated by us with respect to the Account as accurately reflecting all Transactions on the Account. Without limiting the foregoing, you acknowledge and agree that, after the expiry of any Review Period:

- (i) you have no claim that any cheques or any other payment instructions charged to the Account had forged signatures, were altered, were duplicated, were counterfeit or were for any reason unauthorized or fraudulent even if you, or we, did or did not verify the signature, instruction or authorization;
- (ii) all amounts charged to your Account that are properly charged to you include all interest and service charges, whether or not the statement discloses how interest and charges are calculated;
- (iii) subject to our right either during or after such Review Period to charge back items and amounts remitted to you for which payment has not been received or has been reversed, in whole or in part, the relevant statement and the balance shown on it and reports of Account information pertaining to such Review Period and generated by us for the Account are correct and that the cheques or cheque images and other Transaction information and documents, and amounts, are authentic, authorized and properly charged to your Account;
- (iv) you are not entitled to be credited with any sum not credited to the Account in the relevant statement;
- (v) you cannot claim that any entry on the relevant statement or posting during the relevant month is incorrect for any reason, and you will have no claim against us for reimbursement relating to any such entry or posting, as applicable, even if the instruction which resulted in the charge to your account was forged, unauthorized or fraudulent or was improperly charged for any other reason whatsoever, including our negligence; and
- (vi) we will be released from any claim whatsoever relating to the statement of your Account and

Transaction information and documents pertaining to such Review Period, whether for negligence, breach of contract, breach of trust, breach of fiduciary duty, conspiracy, unlawful interference or otherwise.

We retain the right either during or after the Review Period to take any action or initiate, process or complete any transaction in connection with your Account that we determine is necessary to rectify any error made by us or any other Person, including but not limited to reversing any credit to your Account that was made in error.

We are not liable for any loss or claim arising from any breach by you or any third party of any fiduciary duty or trust in respect of the sums or dealings noted in the statements.

Notwithstanding the foregoing, you will notify us immediately if: (a) at any time prior to the expiry of the Review Period you become aware that an Instrument has been altered, is a duplicate or is otherwise fraudulent or suspected to be fraudulent; or (b) at any time you become aware of any unauthorized or forged endorsement on any Instrument.

You may request documentation or records that are not generally available. We will advise if we can provide such documentation or records and you acknowledge and agree that there may be an administration fee required to provide such documentation or records. We make no representations with respect to our ability to provide such documentation or records or the timeliness thereof.

Section 1.13 Waiver of Protest

You waive presentment, notice of dishonour, protest, and notice of protest of any Instrument. You will be liable to us on any Instrument as if it had been duly presented, protested and notice of dishonour and protest had been given to all parties to it as provided by law. We may carry out any such formalities if, in our sole discretion, we consider it in either party's interest. We will not, in any circumstances, be responsible or liable for any failure or omission to present, give notice, have protested or noted for protest any Instrument.

Section 1.14 Your Duty of Care

You agree to:

- ▶ maintain procedures and controls to detect and prevent thefts of Instruments or losses due to fraud or forgery involving Instruments;
 - ▶ maintain procedures and controls in connection with anti-money laundering and anti-terrorist financing commensurate with your business and in compliance with all Applicable Law and to provide evidence of same to us upon request;
 - ▶ diligently supervise and monitor the conduct and work of all Authorized Signatories and all agents and employees having a role in the preparation of your Instruments and your bank statement reconciliation or other banking functions;
 - ▶ verify the authenticity and validity of all Instruments deposited to and drawn on your Account; and
 - ▶ You acknowledge and agree that we will have no responsibility or liability whatsoever for any loss due to a forged or unauthorized signature unless the loss was caused solely by our gross negligence, fraud or willful misconduct.
- ▶ You will pay us fees in addition to all other service fees for transfers by wire and will reimburse us for any deductions and withholding or other taxes, and for any interest and penalties that may be paid by us in connection with any remittances. Other financial institutions may deduct a fee for processing remittances. You acknowledge that wires are subject to cut-off times, time zone differences and local regulations of the destination country.
 - ▶ We may review the wire payment instructions and request any additional information relating to the wire transfer. We are not liable to you or any other Person for any delay in processing a wire transfer, unless caused solely by our gross negligence, fraud or willful misconduct.
 - ▶ For wire transfers, we are not responsible for any delay, failure or performance, damage, penalty, cost, expense or inconvenience resulting to you or any other Person from causes beyond our control. We are not liable to you or any other Person for incorrect or improper payment to any Person arising out of the processing of any wire transfer, unless caused solely by our gross negligence, fraud or willful misconduct.

Section 1.15 Transferring Funds

(a) By Wire

- ▶ If you provide us with instructions to transfer funds by wire (domestically or internationally), we, our correspondents, and other financial institutions involved in processing the remittances may rely on any account or identification numbers provided and will not seek to confirm whether the number specified corresponds with the name of the beneficiary or the beneficiary's bank provided in the payment order. The payee designated by you may be required to provide identification to the satisfaction of the paying bank.
- ▶ Wire payment instructions executed by us are irrevocable. Under certain circumstances we will, on a reasonable efforts basis, and upon your request, attempt to recall a wire payment, however, we cannot guarantee return of the funds.

(b) By Interac E-Transfer

- ▶ If you want to transfer funds by Interac e-Transfer, we may require you to enter into an Interac E-Transfer Services Agreement with us.
- ▶ If you want to transfer funds by *Interac* e-Transfer, it is your responsibility as a sender to (a) provide an accurate email address of the recipient; (b) create an effective security question and security response that is only known by the recipient; and (c) not to email the security response to the recipient or include the response in the *Interac* e-Transfer message field. As a recipient, you agree to keep the response to the security question confidential and to only use it to receive the *Interac* e-transfer. If an *Interac* E-Transfer has been accepted, we cannot reverse it or place a

stop payment on it. An *Interac* e-transfer may only be recalled before it is accepted.

(c) By Electronic Funds Transfer ("EFT") and Pre-Authorized Debit ("PAD")

- ▶ If you want to transfer funds by EFT, we may require you to enter into an EFT Payment Agreement or PAD Payment Management Agreement, as applicable, with us.
- ▶ If you want to transfer funds by EFT or PAD, it is your responsibility to ensure that all EFT or PAD payment instructions are accurate. A stop payment cannot be placed on an EFT or PAD after the transfer has been processed. The Bank shall not be responsible for any actions taken by the Bank in reliance upon instructions or information communicated by you.

(d) For Specific Types of Businesses

- ▶ If you are a money service business, a payment service provider or a business that deals with or provides services relating to virtual currency, you must enter into a separate program agreement with us, which contains additional terms and conditions and separate program fees. Additionally, you may not transfer any funds unless and until: (i) you are fully registered with FINTRAC, and/or the Bank of Canada, if required under Applicable Laws; and (ii) we have notified you that we have completed to our satisfaction, in our sole discretion, our due diligence of you and your business. You acknowledge and agree that we may conduct additional due diligence of you or your business at any time and from time to time in our sole discretion and that you will fully cooperate with any such due diligence.

Section 1.16 Closing or Freezing Accounts

We may at any time, without notice to you, close any Account, or freeze or hold the funds in any Account, at our sole discretion, including, without limitation, for reasons of actual or suspected fraud or illegality, inaction on the Account, concerns regarding reputational, regulatory or financial risk to DCBank or breach of your obligations under any agreement between us and you. In certain cases, we may be obligated to submit a suspicious transaction report to FINTRAC as per the requirements of the PCMLTFA.

ARTICLE II ADDITIONAL TERMS FOR SPECIFIC SERVICES

Article II contains the terms that apply to your use of additional Services provided by DCBank. By applying for an Account, the following automatically apply, and you and DCBank agree to the following:

Section 2.01 Acceptance of Instructions

You authorize us to accept, without further verification, and you agree to be liable for:

- ▶ all instructions of the type that we accept given using Online Banking, when those instructions are accompanied by the authorized credentials or Secret Code, as the case may be, for Transactions;
- ▶ all Transactions made/entered into by your Authorized Signatories and instructions given by your Authorized Signatories as if such Transactions had been entered into pursuant to written agreements between us and you or such instructions had been given to us by you in writing;
- ▶ the accuracy and adequacy of all activity on the Service, including the designation of Account(s) linked to the Services; and
- ▶ You agree that we may need the opportunity to verify and accept all instructions given to us by you through or by way of the Services.

Section 2.02 Compromised Security

You agree to notify, and to cause your Authorized Signatories to notify, us by telephone or in writing as soon as possible, but in any event, within 24 hours of learning that the confidentiality of a Secret Code has been compromised by any means. This 24-hour time period will not apply if there are exceptional circumstances beyond your reasonable control which preventing you from notifying us within such 24-hour time period, provided that you notify us as soon as possible in the circumstances.

Section 2.03 Customer Responsibility

(a) Authorized Transactions

You are responsible for the full amount of all authorized activity resulting from the use of the Secret Codes by any Person including, but not limited to, your Authorized

Signatories. You acknowledge that careless handling of the Secret Codes can result in serious financial losses for which you may be solely responsible.

(a) In All Instances

You will not be liable for Losses that occur in connection with and after having notified us:

- ▶ that the Secret Codes were disclosed to or obtained by any unauthorized Person or may be known by any unauthorized person; or
- ▶ that unauthorized use of Services may be occurring.

You are required to cooperate and assist in any investigation that we initiate into unauthorized use you report as a precondition to being reimbursed for any losses. This cooperation may include filing a report with law enforcement authorities or completing and executing proof of loss documentation.

We will not be liable to you or any third party for any Losses that you may incur as a result of your confidential or other information being released to or obtained by a third-party due to your compromising the confidentiality of a Secret Code.

Section 2.04 Deposits

We may, from time to time, allow you to make deposits by couriering Instruments to our office, agents or by armoured car pickup. You may be required to make deposits electronically via wire, or EFT from another financial institution. The costs related to such deposits shall be in addition to the costs contemplated hereunder and there may be additional fees associated with such deposits. Armoured car pickup must be arranged by us with one of our preferred suppliers. Armoured car services will be contracted, there will be additional fees associated with such services, and we make no assurances that such services will be available to any or all of our clients at any given time. You agree that we will not be responsible for the case, cheques or other items enclosed in an envelope delivered to us, one of our agent locations or picked up by armoured car, until such envelope has been opened by our authorized employees or agents and the contents verified and deposited in your Account.

Any Person authorized by us is authorized to open the envelope delivered on your behalf and to deposit the cash,

cheques and other items we deem acceptable for deposit to the credit of your Account.

Section 2.05 Processing, Verification and Acceptance of Instructions

We may take up to five business days to verify any deposits made to the Account, including any transfer between Accounts, before you can withdraw the amount deposited or process bill payments. International deposits may take longer than five business days to verify before you can withdraw the amount deposited, or process bill payments.

You acknowledge that the Services do not entitle you to overdraw your Accounts, except to the extent you have entered into a written agreement with us for the provision of an overdraft facility and have overdraft privileges.

Section 2.06 Overdraft

Unless otherwise agreed by us in writing, and notwithstanding any prior course of conduct, we may, but will have no obligation to, honour, and we may at any time in our discretion refuse to honour, any Instrument which, if honoured, might overdraw an Account or increase an overdraft in an Account. You will pay to us, on demand, the amount of any overdraft in an Account, together with interest. The fees associated with and rate of interest payable on any overdraft in an Account will be set out in the document entitled "Business Account Fees" available at www.dcbank.ca/account-fees or the rate otherwise agreed to in writing by you and us. The interest will accrue daily on the basis of a 365-day year and will be calculated and payable monthly. For the purposes of the Interest Act (Canada), if a rate of interest is or is to be calculated on the basis of a period which is less than a full calendar year, the yearly rate of interest to which such rate is equivalent is such rate multiplied by the actual number of days in the calendar year for which such calculation is made and divided by the number of days in such period.

Section 2.07 Merchant Disputes

You will not hold us responsible for the quality of any goods or services obtained from a third party through use of Online Banking. You will settle all such issues directly with the merchant involved.

Section 2.08 Bill Payment

You may make bill payments from your Account. Each time you make a bill payment through Online Banking, you will

receive a Reference Number from us. You are required to retain the Reference Number in your records as your confirmation that we have received your payment instructions.

Bill payments and transfers, including post-dated bill payments and transfers, may not be completed if there are insufficient funds in your Account.

Bill payments made through Online Banking will be reflected on the relevant Bill Issuer's records as of the date of payment. Some Bill Issuers may require additional time (often up to two business days) to reflect the payment in their records.

You agree that, if you have a dispute with a Bill Issuer concerning its failure to give credit for a bill payment, or the imposition of any additional charges such as late payment fees or interest penalties, you will settle such dispute directly with the Bill Issuer.

You are solely responsible for ensuring that we have accurate and complete information for each Bill Issuer to whom you wish to make an electronic payment through our systems including the Bill Issuer Account Information. Furthermore, you authorize and consent to our exchanging Bill Issuer Account Information with the Bill Issuer (including, without limitation, employees and agents of the Bill Issuer) to ensure that information in our records concerning your account with the Bill Issuer is accurate and up-to-date.

You agree that:

- ▶ we may use a third-party service provider to provide bill payment and transfer services;
- ▶ we are under no obligation to keep Bill Issuer Account Information up-to-date or to contact the Bill Issuer to obtain, verify or update Bill Issuer Account Information; and
- ▶ we will not be liable to you or any third party by reason of a loss, liability or claim arising in connection with us not being in possession of complete, accurate or current Bill Issuer Account Information.

Section 2.09 Safeguarding Account

If you are a payment service provider (“PSP”) under the RPAA and you have notified us that you intend to use one or more of your Accounts to safeguard end-user funds as

contemplated in the RPAA (each, a “Safeguarding Account”), then you acknowledge and agree that:

- ▶ you will use each Safeguarding Account only for the purpose of depositing money with us on behalf of your clients;
- ▶ you will hold all money in each Safeguarding Account in your capacity as trustee in accordance with a valid declaration of trust and Applicable Law;
- ▶ you will provide us with a copy of the declaration of trust or any other information we may reasonably request from time to time in respect of opening or maintaining the Safeguarding Account; and
- ▶ you will maintain your PSP registration in good standing and otherwise comply with all requirements under the RPAA in respect of the safeguarding of end user funds and the implementation of a funds safeguarding framework including but not limited to reporting requirements.

In respect of each Safeguarding Account, we acknowledge and agree that:

- ▶ notwithstanding Section 3.08 or any other provision of this Agreement or other agreement between you and us to the contrary, we may not assert any right of set-off or compensation in respect of funds held in the Safeguarding Account and shall not deduct any fees applicable to the Safeguarding Account from the Safeguarding Account. We do not have any interest in, recourse to, or right against, funds in the Safeguarding Account for any sum owed to us, our Representatives, or any other third party, except as permitted by Applicable Law, and you agree this satisfies the requirement for written acknowledgement of “No Set Off” from DCBank as required under the RPAA; and
- ▶ we will release on demand all funds in the Safeguarding Account on proper notice and instruction from you or a liquidator, receiver, administrator, or trustee (or similar person) appointed by or for you in bankruptcy (or similar procedure), in any relevant jurisdiction.

Section 2.10 Additional Services Fees

If we provide you with additional Services, including those contemplated in Article II, you agree to pay all applicable fees for such Services as outlined by us from time to time.

If we provide Services or Accounts not contemplated elsewhere in this Agreement, we may provide to you details of such Services or Accounts along with details of the applicable fees.

ARTICLE III GENERAL TERMS AND CONDITIONS

Article III contains terms and conditions that generally apply to the provision of Services by us. You and DCBank agree that any Services provided by us to you now, or in the future, will be subject to the following terms:

Section 3.01 Fees

You agree to pay to us all fees and charges applicable to the Account and other Services when they are due, together with any applicable taxes.

You agree to pay us interest on all amounts due to us under this Agreement from and after the due date of such amounts at the lower of the Prime Rate plus 10% or the maximum rate allowable under Applicable Laws.

Subject to compliance with Applicable Laws, we may change any fees or charges, or add new fees or charges, at any time. In such case, we will provide you with a notice in writing at least 30 days before the effective date of such increase and will post a notice of such change on our website and at any of our branch locations at least 60 days before the effective date of such increase.

Section 3.02 Electronic Communication

All communication between any of DCBank, you, and any other Person in connection with the Services, whether through electronic communication means or otherwise, will take place in accordance with this Agreement.

You acknowledge and agree that you consent to receive communications and documents electronically in connection with the Services and in accordance with the terms and conditions of DCBank's Consent to Electronic Delivery of Documents (the "Consent to Electronic Delivery of Documents"). You can view the current version of our Consent to Electronic Delivery of Documents at our website at www.dcbank.ca/legal/consent-to-electronic-delivery-of-documents.

A document, including a statement, notice, agreement, Instrument, disclosure, consent, instruction, communication, materials or other information, which is accessed, sent, received, accepted, or processed through electronic communication means shall have the same legal effect as if in written paper form signed by the Customer, and will constitute a "writing" for the purposes of Applicable Laws. You waive any right to raise a defence or waiver of liability on the basis that such document was accessed, sent, received, accepted, or processed through electronic means, including on the basis that it was not "in writing" or was not signed or delivered. All such documents provided through electronic means must be in a format which can be retained by us. You will keep the originals of all such documents transmitted to us by facsimile or using any other electronic means and will produce them to us on request.

At our sole discretion, we may verify any communications or the source of a communication before we accept or act on them. We are not liable for any instructions or communications that are not accepted, or for delays in acting upon any instructions or communications. Our records will be conclusive evidence of your communications. You consent to us recording your verbal communications with us.

Section 3.03 Monitoring; Restrictions

We may, at any time and without prior notice, monitor and examine all aspects of the use of the Services.

Transactions initiated by you are not confidential. We reserve the right at all times to monitor, review, store, retain or disclose any information as necessary to satisfy any Applicable Law, Regulatory Authority or financial institution rule or request, or otherwise in accordance with our Privacy Code.

Any initial, large or unusual transactions occurring using the Services, including transactions involving multiple disbursements or multiple banks, may be subject to reporting to source or destination financial institutions. You agree that we may access your information for the reasons as stated above or to respond to service, operational or technical issues.

We may, at any time and without prior notice, immediately take any action that we consider necessary or appropriate in connection with the Services, including restricting access to, freezing or suspending any Services, or declining,

freezing, retaining, reversing, returning or otherwise refusing to act on, honour or process any document, Instrument or Transaction. We may notify and provide data and information to any Regulatory Authority in respect of the foregoing. We will not be liable to you or to any other Person for any action taken or not taken by us in connection with the foregoing.

We may, in our sole discretion, require periodic certifications from you or qualified third parties in respect of your Account, Transactions or otherwise in connection with the Services or your business. You agree to provide such certifications within 10 days of our request.

Section 3.04 Compliance with Laws

You must comply with all Applicable Laws. You must ensure all deposits and Instruments comply with all Applicable Laws.

We may refuse to accept, honour, certify, pay or process Instruments which do not comply with all Applicable Laws and we are not responsible or liable for any consequences of such refusal or lack of refusal.

Each time you use a Service, you represent and warrant to us that: (a) you do not and will not conduct business in, or with individuals or entities located in, countries on Canadian or international sanctions lists, prohibited jurisdictions of DCBank or otherwise in contravention of Applicable Laws; (b) to the best of your knowledge, no Regulatory Authority or other Person has ever conducted any type of investigation related to any activity in contravention of Applicable Laws relating to anti-money laundering or anti-terrorist financing with regard to any of your accounts or financial transactions or any accounts or financial transactions under your control; and (c) you have in place prudent measures to ensure the security and confidentiality of your Account and the Services, including measures to detect and prevent Disabling Code.

Section 3.05 Intellectual Property Rights

We retain all ownership rights in the Services and any hardware, software, equipment, information, documentation, data or other materials provided or made available by us in connection with the Services, including any trademark, copyright and other intellectual property rights therein.

We are the owner of all intellectual property rights subsisting on each website and mobile application owned

or operated by or on behalf of DCBank. Unless otherwise indicated, trademarks, logos, and all works, including texts, images, illustrations, software, HTML codes, audio clips, and videos, appearing on each website or otherwise in connection with the Services are our property. The trademarks, logos, and works may not be reproduced, republished, downloaded, posted, transmitted, distributed, or modified, in whole or in part, in any form whatsoever, except for your own non-commercial use, including viewing, printing, or archiving of electronic copies of your activities, in accordance with the terms of this Agreement and our instructions or as may be otherwise agreed in writing by us. Nothing in this Agreement is to be interpreted as conferring a right to use our trademarks, logos, or works in any other way.

You may not use DCBank's name or any of DCBank's trademarks or other intellectual property in any advertisement, brochure, public message, other marketing efforts or otherwise without DCBank's prior written consent.

Section 3.06 Cancellation, Suspension or Termination

If you are an Eligible Enterprise, you have the legal right to cancel the agreement within 14 business days of the date of entering into this Agreement if this Agreement was entered into by mail or by telephone or within three business days if it was entered into in any other manner, by providing written notice to the Bank. If you provide us with written notice of cancellation within this time period, we shall not be entitled to collect any cancellation fees or monthly fees. You will only be responsible for fees for transactions conducted by you prior to the Bank receiving the notice of cancellation, plus any expenses reasonably incurred by the Bank in providing the service.

We may immediately suspend or terminate any Services, in whole or in part, without prior notice, if: (i) required by Applicable Laws or a Regulatory Authority or if continued compliance with Applicable Laws is determined by us to make the continued provision of Services non-viable; (ii) there is, or has been, or we have reasonable grounds to anticipate, a security breach or breach of Applicable Laws in connection with any Services; (iii) there is, has been, or we have reasonable grounds to anticipate, a breach of this Agreement or any other agreement between you and us which is, in our discretion, incapable of being cured to our satisfaction or, if curable, is not cured to our satisfaction

within 30 days of notice of such breach having been provided by us to you; (iv) an event of Force Majeure continues for a period of 30 consecutive days; (v) any proceedings are commenced, an order is made by a court of competent jurisdiction or resolution of the directors or shareholders of the Customer is passed for the dissolution, winding up or liquidation of the Customer; (vi) we determine, in our discretion, there has been a material adverse change in the financial condition, including an act of insolvency, of you or of any other Person that could affect the Services; or (vii) we determine, in our discretion, that the continuation of the Agreement will impose a reputational, regulatory, operational or financial risk to us.

The suspension or termination of any Service, in whole or in part, under this Agreement will not terminate, negate or lessen any of your responsibilities or obligations under this Agreement and will not impair any of our rights under this Agreement.

Either of the Customer or DCBank may terminate this Agreement on 30 days written notice. Termination of this Agreement shall not terminate any other agreement between you and us, unless expressly provided for in such other agreement.

Section 3.07 No Interest

We will not pay interest and no interest will accrue on any amounts held in your Accounts or any amounts debited, credited, transferred, processed, held, frozen or otherwise handled by us in connection with any Services.

Section 3.08 Set Off Rights

Whenever you have an obligation that is due and payable to us or we have the right to declare an obligation of yours to be immediately due and payable (whether or not we have so declared), we may, in our sole discretion and in accordance with Applicable Law, set off against the obligation any and all amounts then owed to you by us or any of our affiliates in any capacity, whether or not due, and we will be deemed to have exercised such right to set off immediately at the time of making our decision to do so even though any charge therefor is made or entered on our records subsequent thereto. Further, we may take an assignment of any obligations owing by you to another Person (including our affiliates) and set off against the assigned obligation any amounts then owed to you by us.

Section 3.09 Indemnity

You agree to indemnify and save us, our Representatives, our affiliates and service providers and each of their Representatives harmless from all Losses whether directly or indirectly incurred, sustained or suffered in connection with this Agreement, banking services provided by us or any other dealings between you and us, in each case including, without limitation, legal costs and expenses (on a full indemnity basis) incurred by us in connection with any of the foregoing.

This indemnity is in addition to and not in substitution for any other indemnity that you have provided to us and survives termination or closure of your Account.

Section 3.10 Limitation of Liability

We are not responsible for confirming the accuracy of any information provided by you and we are not responsible for any discrepancies between cheque numbers, serial numbers, amounts, payee names and other information provided.

We are not and will not be responsible for or liable to you or any third party for any Losses arising in relation to this Agreement, any Services or otherwise.

In no event will we be liable for direct or indirect, special or consequential damages including, but not limited to, loss of profit or other economic loss in connection with, or arising out of, our providing, or ceasing to provide, Services.

In no event will we be liable for any Losses resulting from any of the following:

- ▶ Mistakes or errors in, omissions from, inaccuracy or inadequacy of, or delays with, any document or instructions provided to us or our Representatives;
- ▶ you, or your Representatives, (i) failing to comply with this Agreement or any other agreement between you and us; (ii) engaging, either alone or with others, in any fraudulent, unlawful, dishonest or other improper acts or omissions; (iii) carrying out a Transaction, including if the Transaction is the result of any mistake or errors in, omissions from, inaccuracy, or other inadequacy of, or delays with any document or instructions provided to us or our Representatives; (iv) disclosing or sharing, or agreeing to the disclosure or sharing of, any Secret Code or other

confidential information used to access or use your Account (other than with an Authorized Signatory); (v) making, consenting, authorizing or contributing to, or otherwise being responsible for or benefiting from a transaction; (vi) failing to take measures to protect against and prevent such Losses; (vii) leaving our website and linking to and from any other person's website; or (viii) failing to adequately cooperate with us in a related investigation, in each case as determined by us acting reasonably;

- ▶ any missing, incomplete or fraudulent endorsement of any Instrument;
- ▶ DCBank relying on or acting on any document or instruction, including any document or instruction access, sent, received, accepted or processed through a telecommunication or electronic transmission method in accordance with this Agreement;
- ▶ anything beyond our control, including Losses resulting from: (i) Force Majeure; (ii) any delay, error, interruption or failure by us to perform or fulfill our obligations due to any cause beyond our control including any systems malfunction, technical failures or if any document, material or information retrieved or received by us is not timely, complete or accurate; (iii) any communication facilities, including telecommunication or electronic transmission methods, that are not under our control, including communication facilities that may affect the timeliness, completeness or accuracy of any document, material or information or that may cause a delay in the retrieval or presentment of any such document, material or information; or
- ▶ the transmission of any Disabling Code or other destructive or contaminating properties through a telecommunications or electronic transmission methods or any related damage to any computer systems.

Section 3.11 Disclaimer of Warranties

The laws of certain jurisdictions do not allow certain disclaimers, including disclaimers of implied terms in consumer contracts. If these laws apply to you, some or all

of the disclaimers in this Agreement (including the following disclaimers) may not apply and you may have additional rights.

We make no representations or warranties about the suitability, reliability, availability, timeliness, or accuracy of the Services provided pursuant to this Agreement for any purpose. The Services are provided "as is" without warranty of any kind. Except as expressly set forth herein, we hereby disclaim all warranties and representations with regard to the Services, including all implied warranties and representations of merchantability, fitness for a particular purpose, title and non-infringement. Without limiting the generality of the foregoing, you acknowledge and agree that we:

- ▶ do not represent or warrant that the Services will be uninterrupted or error-free, that defects will be corrected, or that the services, or the servers that make the Services available, are free of viruses or other harmful components;
- ▶ do not represent or warrant that the use or the results of the use of the Services will be correct, accurate, timely, or otherwise reliable;
- ▶ shall not be responsible for unauthorized access to or alteration of transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the Services; and
- ▶ shall not be liable for any act or omission of any third party including, without limitation, any of our suppliers or any other users of the Service, or for any circumstance beyond our reasonable control.

Section 3.12 Use of Agents

You acknowledge and agree that we may use the services of any bank or agent, in our sole discretion, in connection with the provision of banking services to you. If we do so, then such bank or agent is deemed to be your agent. Under no circumstances will we be responsible or liable to you by reason of any act or omission of such bank or agent, however caused, in the performance of such service or by reason of the loss, theft, destruction or delayed delivery of any Instrument while in transit to or from, or in the possession of such bank or agent.

Section 3.13 Personal Information

(a) Privacy Code

We will treat all personal information in accordance with Applicable Laws. We have developed a privacy code ("Privacy Code") that explains the types of personal information we collect, how such information is used or shared, and the steps we take to ensure that such information is handled appropriately. You acknowledge and agree that you consent to the collection, use and disclosure of any personal information that you provide to us in accordance with our Privacy Code.

Our Privacy Code may be revised, from time to time. If we intend to use or disclose personal information for purposes materially different than those described in the Privacy Code, we will make reasonable efforts to notify affected individuals, if necessary, including by revising the Privacy Code. If you are concerned about how your personal information is used, you should contact us as described below or you can view the current version of our Privacy Code at our website at www.dcbank.ca/legal/privacy-policy. We encourage you to review our Privacy Code frequently to be sure you are familiar with the current version. Your continued provision of personal information or use of our services following any changes to our Privacy Code constitutes your acceptance of any such changes.

(b) Obtaining Consent

You acknowledge and agree that, by applying for a new Bank product or Service or providing us with personal information, you consent to our collection, use and disclosure of such personal information as described in our Privacy Code.

Subject to legal or contractual restrictions and reasonable notice, you may withdraw your consent to our collection, use and disclosures of personal information at any time. Note that if you withdraw your consent to certain use of your personal information, we may no longer be able to provide certain of our products and services. For example, you may choose not to consent to our use of your Social Insurance Number; however, in doing so, we may not be able to extend certain services to you.

If we have provided or are providing services to you, your consent will be valid for so long as necessary to fulfil the purposes described in our Privacy Code or otherwise described to you at the time of collection, and you may not be permitted to withdraw consent to certain necessary uses

and disclosures (for example, but not limited to, disclosures to Regulatory Authorities).

(c) Access

Upon request, we will inform you of the personal information of yours that we have, what it is being used for and to whom it has been disclosed. If you so request, we will also give you access to such personal information. There may be a charge for us to provide this information to you; in which case, we will provide you with an estimate of such cost in advance.

In certain circumstances we may not be able to give you access to all of your personal information. For example, if it is prohibitively costly for us to provide the information, when access would reveal confidential or personal information about another Person (i.e. joint account), when access would reveal confidential commercial information, when access would threaten the life or security of another individual, when access would reveal information generated in the course of a formal dispute resolution process, or when access would reveal information gathered for purposes related to investigating a breach of an agreement or a contravention of Applicable Laws. If we are unable to provide you access to any of your personal information, we will advise of the reasons for this if so requested.

To request to review or verify your personal information, you may contact us at:

Digital Commerce Bank
736 Meridian Road NE
Calgary, Alberta T2A 2N7
1-888-409-0230

(d) Complaints and Questions

If you have any questions about our Privacy Code, you may contact DCBank's Chief Privacy Officer at:

Digital Commerce Bank
Attn: Chief Privacy Officer
736 Meridian Road NE
Calgary, Alberta T2A 2N7
1-888-409-0230
privacy@dcbank.ca

If you are not satisfied with how your question or complaint has been handled, you may follow DCBank's dispute resolution process set out in ARTICLE V of this Agreement.

Finally, if we are unable to adequately address your complaint, concern or question, you may also contact the Office of the Privacy Commissioner of Canada at:

**The Office of the Privacy Commissioner
of Canada**

112 Kent Street, 3rd Floor
Ottawa, Ontario K1A 1H3
Call: 1-800-282-1376
Visit: priv.gc.ca

Section 3.14 Information Sharing

- (a) This section applies if you also receive products and services from an affiliate of DCBank, as defined in the *Bank Act*.
- (b) You agree and acknowledge that DCBank and its affiliates collect information from you in order to set up, administer, service and manage your products or services, to verify your identity and the identity and your owners and signing officers, to detect and prevent errors, fraud other illegal activities, to understand your financial position, to assess your continued eligibility for requested products and services and to meet legal and regulatory requirements.
- (c) In order to avoid duplicate requests for the same information from DCBank and its affiliates, you consent to allow DCBank and its affiliates to disclose your information to each other for the purposes set out in Section 3.14(b). This information includes any information that you provide to DCBank and/or its affiliates including but not limited to information about your business ownership, business operations, business affiliations, management structure, financial information and transactions, anti-money laundering policies and procedures and includes information regarding your Representatives including but not limited to name, address, dates of birth, identification numbers, and occupation.

Section 3.15 Miscellaneous

- (a) You represent and warrant that the entering into of this Agreement and your performance of your obligations under this Agreement do not and will not conflict with, result in the breach of, or constitute an event which would, or with the lapse of time or action by a third party or both could, result in a default under, or accelerate the performance required by, the terms

of any agreement, document, contract, instrument or commitment to which you are a party or by which you or your assets are bound.

- (b) Except as otherwise provided in this Agreement, you authorize us to give to, receive from, share and exchange with others, including credit bureaus and persons with whom you have or may have financial dealings, credit and other information about you.
- (c) This Agreement is binding upon you and your respective liquidators, successors, permitted assigns and legal representatives. You will not assign any of your rights or obligations pursuant to this Agreement without our prior written consent. We may assign our rights or obligations pursuant to this Agreement without your prior consent.
- (d) This Agreement does not create any fiduciary obligations or relationship between you and us.
- (e) If any term, condition or part of this Agreement is deemed invalid or unenforceable (to any extent), the remainder of the Agreement will not be affected, and such invalid or unenforceable term or condition will be severed from and no longer constitute part of this Agreement.
- (f) Words importing singular number also include the plural where appropriate and vice versa. Any reference to “includes” or “including” shall mean “includes without limitation” or “including without limitation”. All references to funds in this Agreement refers to Canadian dollars, unless otherwise indicated.
- (g) The division of this Agreement into Articles, Sections, subsections, and other subdivisions, and the insertion of headings, are for convenience of reference only and do not affect construction or interpretation.
- (h) Our relationship with you may also be governed by other agreements in force between us from time to time. Nothing in this Agreement will be deemed to supersede, amend, repeal or otherwise modify any rights or obligations under any such other agreements, except as specified herein. If there is an inconsistency between any of such other agreements and this Agreement, the other agreement will prevail to the extent of such inconsistency for the applicable Service. Any prior agreement between you and us governing a Service is deemed to be incorporated in this Agreement. This Agreement will prevail to the extent

of any inconsistency with a prior agreement, unless DCBank determines, in its sole discretion, the prior agreement should prevail in whole or in part.

- (i) You agree that we may, at any time and without notice to you, establish or change dollar and/or other limits on the use of any of the Services.
- (j) This Agreement is only for the benefit of DCBank and the Customer and is not intended to and does not confer any legal rights, benefits, or remedies on any other Person except to the extent otherwise provided in this Agreement. There are no third-party beneficiaries to this Agreement.
- (k) Time is of the essence of this agreement.
- (l) You agree to, from time to time, execute and deliver all such further documents and instruments and do all acts and things as we may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.
- (m) We may change or terminate this Agreement at any time. You agree to such changes when notice is given in any manner which we may determine, from time to time, subject to compliance with Applicable Laws. In addition, use of any Service by you following any change to this Agreement will constitute acceptance by you to such changed terms as they pertain to such Service.
- (n) You agree that in accordance with our internal document retention policies as amended or replaced, from time to time, we may retain an electronic (imaged) copy of any and all documents in respect of your Account(s), including account opening documents and signature pages, instead of any original paper copies. Our records containing any such electronic (imaged) copies will be considered to be conclusive evidence of the original documents and their contents for all purposes.
- (o) It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que le présente convention et tous les documents s’y rattachant soient rédigés et signés en anglais.
- (p) This Agreement may be entered into in part via written or electronic communication methods and all parts together shall constitute one and the same document.

ARTICLE IV DISPUTE RESOLUTION

Section 4.01 Dispute Resolution Process

If you have a complaint, we encourage you to let us know and give us the opportunity to resolve your concerns. We will address your concerns quickly, efficiently and professionally, as retaining your confidence and trust is of utmost importance.

(a) Talk to us

Talk to a representative at the office where your complaint originated, or where you normally conduct your business. You may also reach a DCBank representative at:

1-888-409-0230

customer-support@dcbank.ca

A copy of DCBank's complaint procedure is available on the DCBank website and can be directly accessed here: www.dcbank.ca/legal/complaint-handling. We will do our best to resolve your complaint or inquiry.

(b) Financial Consumer Agency of Canada ("FCAC")

FCAC supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws and voluntary commitments and codes of conduct. For example, financial institutions are required to provide consumers with information about complaint handling procedures, fees, interest rates and branch closures.

If you have a complaint concerning a consumer protection law or a voluntary commitment or code of conduct, you may contact the FCAC at:

Financial Consumer Agency of Canada

427 Laurier Avenue West

Ottawa, Ontario K1R 1B9

Call (English) 1-866-461-FCAC (3222)

Call (Français) 1-866-461-ACFC (2232)

Fax: 1-866-814-2224

Website: www.fcac-acfc.gc.ca

ARTICLE V GLOSSARY OF TERMS

The capitalized terms in this Agreement will have the following meanings:

Account means any business deposit account you have with us.

Agreement means this business banking deposit account agreement, as amended or replaced, from time to time.

AML Laws means all laws relating to terrorism, money laundering or bribery, government sanctions and know your client requirements, including, without limitation, the PCMLTFA, the Criminal Code (Canada), the United Nations Act, the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism (Canada) and the United Nations Al-Qaida and Taliban Regulations (Canada) promulgated under the United Nations Act, and other applicable anti-money laundering, anti-terrorist financing, government sanction and know your client laws, including any rules, regulations, directives, guidelines or orders promulgated, issued or enforced thereunder, whether within Canada or elsewhere, and industry guidelines (including “best practices” type guidelines) and DCBank policies and procedures, all as amended, supplemented or replaced from time to time.

Applicable Laws means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, which applies to or is otherwise intended to govern or regulate you or DCBank, and includes, without limitation, the written and published rules, regulations, guidelines (including “best practices” type guidelines), codes of conduct, procedures, policies, bulletins, standards, licensing agreements and operating requirements issued by a card or payment network, AML Laws, the RPAA, Payment Association Rules and industry guidelines (including “best practices” type guidelines) and DCBank policies and procedures, in each case as applicable to you or to DCBank, all as amended, supplemented or replaced from time to time.

Authorized Signatory means your authorized signing officer or officers as identified by you on our prescribed form on file with us.

Bill Issuer means those entities or individuals whose bills (including, tax payments/remittances) you indicate you would like to pay through the bill payment feature of any of the Services that we have registered to be an entity or individual which participates in the bill payment service.

Bill Issuer Account Information means the information for each Bill Issuer to whom you wish to make an electronic payment through our systems including, without limitation, the Bill Issuer’s name and the billing account number.

CPA means the Canadian Payments Association.

DCBank, we, our and us mean Digital Commerce Bank.

Disabling Code means any clock, timer, counter, virus, worm, software lock, drop dead device, trojan horse routine, trap door, time bomb, or any other unauthorized codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any telecommunication or electronic transmission method, including any related hardware or software.

Eligible Enterprise means a business with authorized credit of less than \$1,000,000, fewer than 500 employees and annual revenues of less than \$50,000,000.

Force Majeure means any event, act, or omission beyond the reasonable control of a party exercising reasonable foresight and diligence, including a labour dispute, act of God, flood, fire, lightning, severe weather, shortage of materials, interruption in, or shortage of, the supply of electric power or other utilities, earthquake, act of terrorism, war, revolution, civil commotion, act of public enemies, blockade, embargo, pandemic disease, or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any Regulatory Authority or Applicable Laws.

FINTRAC means the Financial Transactions and Reports Analysis Centre of Canada.

Instrument means any bill of exchange, promissory note, cheque, draft, payment instruction, banker’s acceptance, order for payment of money (including any wire transfer or electronic payment or transfer), security, coupon, note, clearing item or other item, whether a negotiable or non-negotiable instrument, or contract for letter of credit or foreign exchange.

Losses means any and all losses, claims, damages, costs, fees and charges, expenses and other liabilities, including reasonable legal and professional fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, penalties and sanctions.

Online Banking means online and mobile banking services offered by us and includes: (i) instructions given through the use of a computer connected via private communications networks or public networks such as the Internet, or via wireless communications networks or similar networks or devices when available, and (ii) instructions given through the use of a mobile device.

Payment Association Rules means the Canadian Payments Act (Canada) and the by laws, rules, regulations, board directions, policy instruments, guidelines (including "best practices" type guidelines), and requirements of the CPA.

PCMLTFA means the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and the regulations promulgated thereunder.

Person means an individual or natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Regulatory Authority, and pronouns have a similar extended meaning.

Pre-authorized Debit Agreement means the pre-authorized debit agreement provided to you along with the Business Bank Account Application.

Prime Rate means an annual rate of interest equal to the annual rate of interest announced from time to time by Bank of Montreal as the reference rate then in effect for determining interest rates on Canadian dollar commercial loans in Canada and designated as the prime rate of such bank.

"RPAA" means the *Retail Payment Activities Act* and the regulations made thereunder, as amended, supplemented or replaced from time to time.

Reference Number means the number that is provided by us to you at the time you make a bill payment by way of Online Banking.

Regulatory Authority means any person or entity having regulatory or supervisory authority over us, you, the Account or any other Services, including any administrative, judicial, governmental, regulatory, or self-regulatory, taxation, financial, monetary, or investigative authority, agency, or body, including the Canadian Payments Association and Society for Worldwide Interbank Financial Telecommunication SCRL (SWIFT).

Representatives means directors, officers, employees, signing authorities, agents, contractors, subcontractors, service providers, consultants, internal or external auditors, legal or other professional advisors, or other Persons acting on a party's behalf.

Secret Code means a personal identification number (PIN), password or other identification code, which is required to access Online Banking and certain other services as we may determine.

Service means each of DCBank's business products or services provided to or used by you, including any account or payments products or services, Online Banking, or any other access channel we may make available, as the context requires, and Services refers to all of them.

Transaction means any debit or credit to the Account, including but not limited to any deposit to, or withdrawal, transfer or payment by cheque or any other form from the Account and any other transaction permitted by us with the Account. Transactions also include foreign currency, wire transfers, and such other information, transactions or services that we may make available.