This agreement (the "Agreement") outlines the terms and conditions governing the Trustee's use of the Account (defined below). The Financial Institution does not offer the Account other than in accordance with these terms and conditions. By requesting and using the Account, the Trustee acknowledges its acceptance of these terms and conditions.

In consideration of the Financial Institution agreeing to operate the Account, the Trustee agrees as follows:

1. DEFINITIONS

1.1 INTERPRETATION – Any defined term used in this Agreement, defined in the singular, is deemed to include the plural and vice versa.

"Access Terminal" means any device used to access any of the Trustee's Accounts, including without limitation an ATM, a computer, a portable hand-held device, or a telephone including any form of mobile telephone.

"Account" means any of the Trustee's Accounts or subaccounts (if applicable) that the Trustee may have now or in the future at the Financial Institution.

"Account Documentation" means all documents, including the application and all agreements, between the Trustee and the Financial Institution that govern the operation of the Account.

"ATM" means automated teller machine.

"Authorized Signatory" means the Trustee and any person authorized by the Trustee to exercise any or all of the following powers (either alone or with another person or persons) on behalf of the Trustee: sign binding agreements to designate any Authorized User(s); establish a member relationship with, become and act as the Trustee with, and borrow funds from, the Financial Institution; and for whom notice of any or all such authorization(s) has/have been given to the Financial Institution.

"Authorized User" means the Trustee and any person authorized by the Trustee to exercise any or all of the following powers (either alone or with another person or persons) on behalf of the Trustee: sign Instruments, access the Account using Member Card® Services or otherwise, provide instructions, including Remote Instructions, to the Financial Institution, and complete any and all other duties required with respect to the Account, and for whom notice of any or all such authorization(s) has/have been given to the Financial Institution.

"Beneficiary" means the person for whose benefit the Trust is established.

"Biller" means a person who uses the EDP Services to deliver bills and invoices to their customers electronically.

"Central 1" means Central 1 Credit Union.

"Certified Facsimile Signature" means a Facsimile Signature of the Trustee, Authorized User, and/or Authorized Signatory, as applicable, of which a certified copy has been given to the Financial Institution.

"Contaminant" means a computer virus, worm, lock, mole, time bomb, Trojan horse, rootkit, spyware, keystroke logger, or any other malicious code or instruction which may modify, delete, damage, disable, or disrupt the operation of any computer software or hardware.

"Debit Card" means a card, including a Smart Card, issued by the Financial Institution that allows the holder of the card to deposit cash and/or Instruments or withdraw cash from the Account through an ATM, authorize Transactions on the Account through an ATM, and that operates like an Instrument to purchase goods and services from merchants.

"Direct Services" means the services offered by the Financial Institution from time to time that let the Authorized User access the Account using an Access Terminal. However, Direct Services do not include card services such as Debit Cards or Smart Cards, including those provided by a Third Party.

"EDP Services" means an electronic mail service provided by EPO Inc. (doing business as epost™) that facilitates the delivery of bills and invoices from Billers to their customers using Direct Services.

"Eligible Bill" means a bill that is of a class specified by a by-law, a Rule, or a standard made under the Canadian Payments Act, and defined therein as an "eligible bill". For greater certainty, under this Agreement, an Eligible Bill supporting an Official Image must be a paper-based Instrument; complete and regular on its face; immediately payable to the Trust or the Trustee in his or her capacity as Trustee, as payee; and be either a cheque, bank draft, or credit union official cheque, denominated in Canadian Dollars or US Dollars and drawn on a financial institution domiciled in Canada or the United States, as and if applicable. For the purposes of this Agreement, Third Party Instruments that were either delivered to the Trustee with the payee in blank or endorsed over to the Trust or Trustee and post-dated Instruments shall not qualify as Eligible Bills. Further, any Instrument that has been in any way transferred to the Trust or Trustee from anyone other than the drawer, endorsed over to the Trust or Trustee, or altered after being drawn shall not qualify as an Eligible Bill.

"EMT Answer" means the word or phrase created by the sender of a money transfer and used by the recipient to claim or decline the money transfer using EMT Services.

"EMT Contact Information" means the electronic contact information, including without limitation an email address or telephone number, used in sending and receiving of a money transfer using EMT Services.

"EMT Notice" means the electronic notice sent to the recipient of a money transfer, when such money transfer is sent using EMT Services. The EMT Notice may be read by using an Access Terminal.

"EMT Services" means the money transfer service provided by Acxsys Corporation that facilitates the sending and receiving of money transfers (using including without limitation email or telephone) through Direct Services to and from Participating Financial Institutions, and/or the Acxsys Corporation payment service.

"External Account" means an account held at another Canadian financial institution; an Investment Industry Regulatory Organization of Canada registrant; a card issuer; or an entity eligible for membership with the Canadian Payments Association, being an account in the Trustee's or Authorized User's name or on which the Trustee or Authorized User has the authority to independently authorize Transactions.

"Facsimile Signature" means a signature engraved, lithographed, printed, stamped, or otherwise mechanically reproduced or computer-generated on an Instrument.

"Financial Institution" means the Financial Institution, named in the Account Documentation, where the Trustee holds the Account.

"Instrument" means a cheque, promissory note, bill of exchange, order for payment, securities, cash, coupon, note, clearing item, credit card slip for processing, other negotiable Instrument, or item of deposit or withdrawal of a similar nature and its electronic equivalent, including electronic debit instructions.

"Member Card® Services" means the services offered by the Financial Institution from time to time allowing the Authorized User with a Member Card® Debit Card and a PIN to access the Account by electronic means.

"Night Deposit Service" means the service that allows the Authorized User to make deposits or leave items for safekeeping after regular business hours.

"Notice Contact Information" means the contact information, including, without limitation, postal address, email address, fax number, or telephone number, provided by the Trustee to, and accepted by, the Financial Institution, through which the Financial Institution gives written notice to the Trustee in accordance with this Agreement.

"Notification" means a written Notification generated by or on behalf of the Financial Institution that provides, to the Trustee, notice of a pending or completed Transaction or a summary of the balance of the Account, including Notifications issued by email or SMS text messages to any of the Trustee's Notice Contact Information.

"Official Image" means an electronic image of an Eligible Bill, either created in accordance with the provisions of this Agreement or that otherwise complies with the requirements to permit negotiation and clearing of that Eligible Bill in accordance with the by-laws, standards, or Rules of the Canadian Payments Association.

"Online Payment Service" means the Online Payment Service provided by Acxsys Corporation (doing business as INTERAC Online) that facilitates the sending and receiving of money through Direct Services and Acxsys Corporation to Participating Financial Institutions for the purchase of goods and services from Participating Merchants.

"Overdraft Rate" means that per annum rate of interest, regardless of compounding frequency, designated by the Financial Institution as its "Overdraft Rate" from time to time.

"PAC" means the personal access code or word used with Direct Services to access an Account.

"PAD" means a Preauthorized Debit.

"Participating Financial Institution" means a financial institution participating in EMT Services and/or Online Payment Services, as the case may be.

"Participating Merchant" means a merchant that offers the Online Payment Service as an online payment option on the merchant's website.

"PFM Service" means the financial management service provided by a Third Party PFM Service provider, Yodlee, Inc., which may be accessed through Direct Services, that allows the Trustee or Authorized User to consolidate management of the Account with management of External Accounts or other financial information, assets, and liabilities outside the Financial Institution, linked to Direct Services through the PFM Service provider or input by an Authorized User, and such other financial management services as may be offered from time to time by the PFM Service provider or the Financial Institution.

"PIN" means the personal identification number used with the Debit Card to access the Account.

"PIW" means the personal identification word used in connection with Remote Instructions.

"Point-of-Sale Transaction" means the use of the Debit Card and the PIN as may be permitted from time to time by the Financial Institution for

a) the transfer of funds from the Account to purchase or lease goods or services from a merchant (the "Merchant");

b) the transfer of funds from the Account to obtain a voucher, chit, scrip, token, or other thing that may be exchanged for goods, services, or money; or

c) the transfer of funds into the Account from an account of a Merchant (e.g., a refund).

"Preauthorized Debit" means a Transaction debiting the Account that is processed electronically by a financial institution in accordance with the Trustee's written request.

"Remote Deposit Service" means the remote deposit capture service provided by the Financial Institution and Central 1, and accessed through Direct Services, that allows the Trustee, using an Access Terminal and/or any other means authorized by the Financial Institution in its sole discretion from time to time, to create, transmit, and receive to the benefit of the Financial Institution an Official Image for deposit to the Account.

"Remote Instructions" means instructions given by the Authorized User to the Financial Institution with respect to the operation of the Account from a remote location using a computer, portable hand-held device, telephone, mobile telephone, fax, via the Financial Institution's online banking system, email, text message transmission, or other remote communication acceptable to the Financial Institution in order to operate the Account or authorize Transactions and make arrangements with the Financial Institution.

"Rules" mean the published Rules and standards of the Canadian Payment Association as amended from time to time.

"Smart Card" means a Debit Card that has an embedded integrated circuit that can process data and protect the cardholder from fraudulent use.

"Third Party" means any person, firm, corporation, association, organization, or entity other than the Financial Institution or Central 1.

"Trade Name" means the Trade Name(s) set out in the Account Documentation.

"Transaction" means any Transaction processed to or from the Account.

"Trust" means the Trust named on the Account Documentation.

"Trustee" means the customer or member of the Financial Institution who manages and administers the Trust on behalf of the Beneficiary(ies).

2. GENERAL

2.1 LIABILITY OF THE TRUST – The Trustee warrants that the Trustee is authorized pursuant to the terms of the Trust to open and operate the Account pursuant to the terms and conditions of this Agreement. The Trustee further acknowledges and agrees that any fees, charges, or liabilities imposed upon the Trustee pursuant to this Agreement are accepted by the Trustee both in their personal capacity and on behalf of the Trust and, to the full extent permitted by law, both the Trustee and the Trust shall be liable and accountable. The Trustee further represents and agrees that acceptance of the obligations and liabilities on behalf of the Trust and exercise of the Financial Institution's rights pursuant to this Agreement does not constitute a breach of the terms of the Trust. This representation is a continuing representation on which the Financial Institution relies and it is the sole obligation of the Trustee to inform the Financial Institution if at any time it becomes untrue or inaccurate. The Financial Institution may, in its sole discretion, require that the Trustee provide confirmation of this representation in the form of an independent legal opinion, or in such other manner or form as may reasonably be required by and is acceptable to the Financial Institution.

2.2 AUTHORIZED SIGNATORY(IES) AND USER(S) – If the Trustee is not a sole proprietorship, or is a sole proprietorship that wants to appoint an Authorized User(s), the Trustee will provide the Financial Institution with:

a) a certified true copy of the resolution of the Trustee setting forth the powers of the Authorized User(s), the number and combination of Authorized Users required to exercise the powers, the names or positions of the Authorized Signatory(ies), and, where applicable, the names of any other persons with whom the Financial Institution may communicate in respect of the operation of the Account; and

b) a replacement certificate(s), or a certified true copy of the resolution(s), as applicable, if the Authorized Signatory(ies) and/or Authorized User(s) or other authorized persons change(s).

The Financial Institution will be entitled to rely on the information contained in the last certified resolution(s) and/or replacement certificate(s) of the Trustee delivered under this article.

2.3 LIABILITY – If the Trustee is a sole proprietorship or a corporation, the Account may be recorded in the name of the Trustee, and the Trustee is liable for all Transactions entered into with the Financial Institution under the name of the Trustee or the Trade Name, if applicable, whether the Transactions were entered into by the Trustee or by any other person or persons acting under the Trustee's authority, whether that authority was expressed, implied, or apparent. All statements, notices, and other documents addressed to a Trade Name will be deemed to be addressed to the Trustee.

2.4 JOINT AND SEVERAL LIABILITY – If the Trustee is a partnership, the partners are jointly and severally liable to the Financial Institution for all Transactions on the Account and for all obligations, debts, and liabilities of the Trustee under this Agreement. Each partner acknowledges and agrees that it is bound by all Transactions conducted by the Authorized User(s) on the Account. This joint and several liability continues even if the Trustee is dissolved or any of the partners withdraws, retires, or dies.

If the Account is opened for, or on behalf of, an unincorporated association, whether or not the unincorporated association is the Trustee as permitted by the laws of the province governing the Financial Institution, the Authorized Signatories are jointly and severally liable to the Financial Institution for all Transactions on the Account and for all obligations, debts, and liabilities of the Trustee under this Agreement. Each Authorized Signatory acknowledges and agrees that he or she is bound by all Transactions conducted by the Authorized User(s) on the Account. This joint and several liability continues even if the Trustee is dissolved or any of the Authorized Signatories withdraws, retires, or dies.

2.5 AUTHORITY AND LIABILITY OF AUTHORIZED SIGNATORY(IES) AND USER(S) – The power to designate Authorized Users for the Account is restricted to the Trustee. If one or more Authorized User is appointed for the Account, the Trustee, by appointing, permitting, or acquiescing in the appointment of any such Authorized User represents and warrants to the Financial Institution

a) that the appointment of such Authorized User is permitted by the terms of the Trust;

b) that such Authorized User may act for all purposes under this Agreement, except as specifically excluded in this article, as if a Trustee and will have all powers, rights, obligations, and liabilities of a Trustee under this Agreement; and

c) the Trustee and the Trust may be and are bound by any actions, or failure to act, of such Authorized User, including any action or inaction that constitutes a breach of this Agreement, instructions, Transactions, or Remote Instructions, or any other action or inaction of such Authorized User in respect of the operation of the Account to the same extent as if the actions, instructions, Transactions, Remote Instructions, or failure to act was that of a Trustee.

By signing a signature card, certificate of specimen signatures, and/or giving instructions on the Account, each Authorized Signatory and/or User

d) acknowledges and agrees to be bound by the terms of this Agreement for all purposes as if a Trustee and, in particular, that they make the same representations and acknowledgements stipulated to be made by a Trustee under this Agreement;

e) agrees to accept and be bound by the appointment as Authorized Signatory and/or User, including all rights, obligations, liabilities, indemnities, restrictions, and exclusions in this Agreement stipulated to apply to a Trustee and/or the Trust;

f) acknowledges and agrees that all references to the Trustee in this Agreement shall include the Authorized Signatory and/or User, except for the power to appoint Authorized Signatory and/or User under article 2.2, Authorized Signatory(ies) and User(s), if the Authorized Signatory and/or User is not a Trustee; and

g) agrees not to take or attempt to take any action in respect of the operation of the Accounts, including, but not limited to, issue any instructions, Transactions, or Remote Instructions, that the Authorized Signatory and/or User does not have actual authority to take. Each Authorized Signatory and/or User expressly acknowledges and agrees that they are subject to the same obligations and liabilities, including joint liability with other Authorized Signatory, Authorized User, and Trustee, exclusions of liability, and indemnities under this Agreement as if they were a Trustee.

2.6 FORMS – The Trustee will use only such forms and Instruments as may be authorized by the Financial Institution from time to time.

2.7 SERVICE CHARGES – The Trustee will pay fees incurred on the Account, including, without limitation, fees imposed by a Third Party. The Trustee will pay the service charges that the Financial Institution establishes from time to time for the Account, including, without limitation, service charges for providing records regarding the Trustee that the Financial Institution is legally required to provide. The Trustee acknowledges receipt of a schedule of the Financial Institution's charges for the Account in effect at the time of acceptance of this Agreement. The Financial Institution may from time to time increase or decrease the service charges for the Account and provide notice of such changes by sending a notice to the Trustee's last known Notice Contact Information, by posting notice at the Financial Institution's premises or on the Financial Institution's website, by personal delivery, or by any other means the Financial Institution, acting reasonably, considers appropriate to bring the change to the attention of the Trustee. Current service charges for the Account may be obtained by contacting the Financial Institution or through the Financial Institution's website. The Trustee is responsible for determining the then current service charges for the Account it requests in advance of requesting those services. By requesting the Account, the Trustee acknowledges its agreement to pay service charges for the Account requested by it then in effect. The Financial Institution can deduct service charges from the Account (or other accounts of the Trustee with the Financial Institution) when the service is requested or performed. New or amended service charges and fees will become effective on the earlier of the stated effective date following publication, when the service is requested or performed, or when incurred, and in any event, no later than 30 days after publication by the Financial Institution.

2.8 VERIFICATION AND ACCEPTANCE OF TRANSACTIONS FINANCIAL INSTITUTION – All Transactions are subject to verification and acceptance by the Financial Institution, and if not accepted, or if accepted but subsequently determined to be in error or otherwise improper or unauthorized, the Financial Institution may, but is not obliged to, reverse them from the Account. Verification may take place at a date later than the date the Trustee authorized the Transaction, which may affect the Transaction date. Notwithstanding any other provision herein, if at any time the Financial Institution, acting reasonably, determines that a credit made to or traced to the Account was made in error or based upon a mistake of fact, or induced through or in any way tainted by fraud or unlawful conduct, the Financial Institution may place a hold on the credit and/or reverse the credit and any applicable interest.

2.9 NOTING OR PROTESTING – The Trustee

a) will be liable, without presentation, protest or notice of dishonour to any parties, for the nonacceptance or nonpayment of any bills, notes, cheques, or other Instruments the Trustee delivered to the Financial Institution for deposit, discount, collection, or otherwise; and

b) will be liable to the Financial Institution as if proper notice of dishonour, protest, and presentment had been made or given;

and the Financial Institution may

c) charge such items, when dishonoured, to the Account in accordance with article 5.3, Returned Items; and

d) note or protest any item should the Financial Institution consider it advisable to do so, but the Financial Institution will not be liable for failure to note or protest any such item.

2.10 TRADE NAME – In return for the Financial Institution agreeing to deal with Instruments made payable to, or endorsed in favour of, the Trade Name as though such Instruments were made payable to, or endorsed in favour of, the Trustee in the Trustee's name, the Trustee agrees that the Trustee will be liable and responsible to the Financial Institution for such Instruments as though the Instruments were made payable to or endorsed in favour of the Trustee in the Trustee's name.

The Trustee hereby agrees to indemnify and save the Financial Institution harmless for all liability, costs, damages, and expenses incurred by the Financial Institution by reason of the Financial Institution dealing with Instruments made payable to, or endorsed in favour of, the Trade Name. This indemnity will enure to the benefit of the Financial Institution and will be binding upon the Trustee and the Trustee's heirs, executors, successors, and assigns.

2.11 ENDORSEMENT STAMP – The Trustee may use a stamped impression bearing the Trustee's name to endorse Instruments the Trustee delivers to the Financial Institution for deposit, discount, collection, or otherwise. Endorsement in such a manner will be as binding on the Trustee as an endorsement actually signed by the Trustee or by an Authorized User.

2.12 CERTIFIED FACSIMILE SIGNATURES – The Trustee may, from time to time, provide the Financial Institution with certified copies of the Facsimile Signatures of the Trustee, Authorized User(s), and/or Authorized Signatory(ies), as applicable. The Financial Institution shall be entitled to treat and rely upon each Certified Facsimile Signature on an Instrument that is or appears to be authentic as the original and genuine signature of the Trustee, Authorized User(s), and/or Authorized Signatory(ies).

The Trustee will maintain appropriate security over all signature stamps, other devices, and computer programs used to apply or generate Facsimile Signatures on Instruments.

2.13 TRUE INFORMATION – The Trustee agrees, and shall ensure that each Authorized Signatory and/or Authorized User, as applicable, agrees to provide true, accurate, current, and complete information about the Trustee, Authorized Signatory, Authorized User, the Trust, the Account, and any External Account when required by the Financial Institution and/or this Agreement. Further, the Trustee agrees, and shall ensure that each Authorized Signatory and/or Authorized User, as applicable, agrees, to notify the Financial Institution of any changes to such information within a reasonable period of time.

3. USE OF SERVICES

3.1 NIGHT DEPOSIT SERVICE – At the Trustee's request, the Financial Institution will accept for deposit monies or Instruments acceptable to the Financial Institution placed in an envelope or deposit bag supplied by the Financial Institution and placed by the Trustee in the night depository, provided that the monies and Instruments are accompanied by a properly completed deposit slip signed by the Trustee and enclosed in the same envelope or deposit bag.

The Financial Institution will open the night depository on each business day of the branch during regular business hours and will deposit any monies and Instruments acceptable to the Financial Institution in the manner directed by the Trustee.

The Trustee agrees that the authorized Financial Institution officers who open the night depository and deposit the monies or Instruments to the credit of the Account are acting as the Trustee's agent up to the time at which the monies or Instruments are actually entered and recorded as having been deposited to the Account, and the Trustee nominates, constitutes, and appoints any such authorized Financial Institution officers to deposit any monies or Instruments placed by the Trustee in the night depository to the credit of the Account as directed by the accompanying deposit slip.

The Trustee acknowledges receipt of the number of access keys indicated on the Account Documentation. The Trustee will not duplicate any keys without the Financial Institution's prior written approval.

3.2 DIRECT SERVICES AND MEMBER CARD® SERVICES – The Trustee may use or authorize the use of the Direct Services and/or the Member Card® Services to access any permitted Account and to authorize such Transactions as may be permitted by the Financial Institution from time to time, commencing upon the day these terms and conditions are accepted by the Trustee and the Trustee's request for Direct Services and/or Member Card® Services are approved by the Financial Institution. If Member Card® Services is approved, the Financial Institution will issue a Debit Card to an Authorized User on request of the Trustee and will permit the Authorized User to select a PIN.The Trustee cannot use Direct Services and/or the Member Card® Services to authorize Transactions on an Account that requires more than 1 authorization (i.e., with multiple signature requirements) unless prior authorization is received in writing and with the Financial Institution's approval. The Financial Institution may, from time to time, add to or delete from the types of use permitted and Direct Services and/or Member Card® Services offered.

The Trustee will not permit any Authorized User to deposit any coins, non-negotiable items, or anything not acceptable for deposit to the Account into any ATM. The Trustee will pay to the Financial Institution any damages, costs, or losses suffered by the Financial Institution as a result of any such deposit.

A Debit Card's issue does not amount to a representation or a warranty that any particular type of service is available or will be available at any time in the future.

3.3 DIRECT SERVICES AND MEMBER CARD® SERVICES ACKNOWLEDGMENT – The Trustee acknowledges and agrees that

a) when transfers and bill payments are authorized through Direct Services, funds are deemed irrevocably transferred out of the Account and the Transaction cannot be revoked or countermanded by the Trustee;

b) even if more than 1signature is required on cheques and withdrawal slips, any 1Authorized User may conduct Transactions using Direct Services and/or Member Card® Services, including transferring money out of the Account and making bill payments;

c) anyone with access to the PAC, PIN, and/or PIW may be able to access Direct Services and/or Member Card® Services and may use the PAC, PIN, and/or PIW to transfer money out of an Account, set up bill payment arrangements, make bill payments, and authorize any other Transaction;

d) the Financial Institution will not be liable in any way to the Trustee or any other person for processing or accepting on the Account any Transaction that results in the transfer of money out of the Account or in the payment of bills, even if the money is used for the benefit of a person other than the Beneficiary, or if bills owed by a person other than the Trustee are paid;

e) the Trustee will be liable for all Transactions conducted using Direct Services and/or Member Card® Services, including Transactions that benefit a person other than the Beneficiary or that result in the payment of bills owed by a person other than the Beneficiary; and

f) a copy of an electronic communication is admissible in legal proceedings and constitutes the same authority as would an original document in writing.

3.4 BILL PAYMENTS – The Authorized User acknowledges and agrees that

a) bill payments made through Direct Services, an Access Terminal, or at a branch of the Financial Institution are not processed immediately and that the time period for processing depends upon a number of factors, including, without limitation, the time when the bill payment is initiated and the internal accounting processes of the bill payment recipient;

b) it is the responsibility of the Authorized User to ensure that bill payments are authorized in sufficient time for the payment to be received by the bill payment recipient before its due date;

c) the Financial Institution and Central 1 will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of any error, non-payment, or a delay in the processing of bill payments;

d) if the Authorized User has made or received a bill payment in error, the Financial Institution may, but is not obliged to, assist the Authorized User by initiating or processing a 'Bill Payment Error Correction Debit', as defined under the Rules, and if so initiated, the Trustee agrees to indemnify the Financial Institution for any direct loss, costs, or damages incurred, and will pay to the Financial Institution any reasonable service charges or fees related to the provision of the service; and

e) if the Financial Institution, absent gross negligence or wilful misconduct, initiates or processes a Bill Payment Error Correction Debit affecting the accounts or affairs of the Authorized User, the Financial Institution shall be held harmless for any and all loss, costs, or damages suffered or incurred by the Authorized User, howsoever caused, relating to the bill payment or the Bill Payment Error Correction Debit process.

3.5 AVAILABILITY OF DIRECT SERVICES AND MEMBER CARD® SERVICES – The Trustee acknowledges that the availability of Direct Services and/or Member Card® Services depends on telecommunication systems, computer hardware and software, and other equipment, including equipment belonging to the Financial Institution, Central 1, and Third Parties, and that there is no guarantee or obligation to provide continuous or uninterrupted service. The Financial Institution and Central 1 are not liable for any cost, loss, damage, injury, inconvenience, or delay of any nature or kind whatsoever, whether direct, indirect, special, or consequential, that the Trustee may suffer in any way arising from non-continuous or interrupted service or the Financial Institution or Central 1 providing or failing to provide Direct Services and/or Member Card® Services, or from the malfunction or failure of telecommunication systems, computer hardware or software, or other equipment, or other technical malfunctions or disturbances for any reason whatsoever, nor are the Financial Institution or Central 1 liable for any lost, incomplete, illegible, misdirected, intercepted, or stolen messages, or failed, incomplete, garbled, or delayed transmissions, or online failures (collectively, "Interruption Claims"), even if the Trustee has advised the Financial Institution of such consequences. The Trustee releases and agrees to hold harmless the Financial Institution and Central 1 from any and all Interruption Claims.

3.6 EDP SERVICES – If the Financial Institution through Direct Services makes EDP Services available and the Trustee uses the EDP Services,

a) the Trustee consents to epost™ preparing, using, and disclosing reports relative to the performance and/or operation of the EDP Services, including statistical or performance reports and other analysis, compilation, and information about the EDP Services or the Trustee, and reports that pertain to the Trustee's involvement in and use of the EDP Services. The Trustee further consents to epost™ disclosing to Central 1 Trustee-specific data that consists of the total number of Billers for which the Trustee has registered, without identifying those Billers apart from the Financial Institution and its affiliates and without identifying detailed data of the Trustee's viewing activities;

b) the Trustee acknowledges that epost™ will not respond directly to the Trustee with respect to any inquiries, requests, questions, complaints, or other issues relating to the EDP Services in any way, other than to direct the Trustee to the Financial Institution or the Biller; and

c) the Trustee acknowledges that the consents contained in a) above are requirements of the EDP Services and that if such consents are withdrawn, the Trustee's participation in the EDP Services may be suspended or terminated and any or all documents may not be presented via the EDP Services.

3.7 TRANSFERS WITH LINKED ACCOUNTS – If the Financial Institution through Direct Services enables the Trustee to link multiple Accounts to a single user name to allow the Trustee to access the Accounts from a single user name, it will not constitute merging the Accounts. If the Accounts are linked through Direct Services, then

a) the Financial Institution reserves the right to refuse to accept any Account;

b) the Trustee agrees that the Financial Institution, at its discretion, may limit the type of Transactions that can be authorized between the Accounts, specifically whether Transactions will be in the form of credits to an Account, debits from an Account, or both credits to and debits from an Account;

c) the Financial Institution reserves the right to limit the number of Accounts that can be linked;

d) the Financial Institution reserves the right to limit the dollar amount of Transactions made to or from a linked Account;

e) the Financial Institution reserves the right to limit the number of Transactions made to or from a linked Account;

f) the Financial Institution reserves the right to apply a hold on the Transaction amount to a linked Account for a period of time to be determined by the Financial Institution, during which time the Transaction or portion thereof will not be accessible to the Trustee;

g) the Trustee agrees that the Financial Institution cannot guarantee the date of a Transaction to and/or from a linked Account. The Financial Institution and Central 1 will not be held liable for any cost, expense, loss, damage, or inconvenience of any nature arising as a result of a delay in the processing of Transactions; and

h) all Transactions will be reversed if the Transaction cannot be delivered or if it is returned for any reason.

3.8 EMT SERVICES – If the Financial Institution through Direct Services makes EMT Services available and the Trustee uses the EMT Services, the Trustee acknowledges and agrees that

a) the EMT Service is only available in Canadian dollars;

b) the Account will be debited as soon as the Trustee initiates a Transaction and the Financial Institution may hold the Transaction amount until the recipient successfully claims the Transaction or the Transaction is cancelled. The Financial Institution has no obligation to and will not pay interest on the Transaction amount. To the extent permitted at law, the Financial Institution is deemed to have a security interest in the Transaction amount from the time the Account is debited until the recipient successfully claims the Transaction or the Transaction is cancelled;

c) Transactions sent and received through the EMT Services are subject to number and dollar limits that may change from time to time without prior notice to the Trustee;

d) the Financial Institution will not be responsible or liable for any losses or damages incurred as a result of funds held and/or limits set by the Financial Institution, Acxsys Corporation, or a Participating Financial Institution;

e) an EMT Notice advising the recipient of the Transaction will be generated approximately 30 minutes after the Trustee originates the Transaction;

f) as the sender, the Trustee will keep the EMT Answer confidential and will not disclose it or share it with anyone but the intended recipient;

g) the recipient must correctly provide the EMT Answer to claim or decline the Transaction;

h) the Financial Institution, the other Participating Financial Institution, and Acxsys Corporation or Acxsys Corporation's agents are entitled to pay the Transaction amount to anyone who, using the EMT Services, claims to be the recipient and successfully provides the EMT Answer;

i) the Financial Institution will not be liable for losses or damages incurred as a result of a person other than the intended recipient guessing or obtaining the EMT Answer;

j) as the sender, the Trustee will not include the EMT Answer in the Transaction details;

k) as the recipient, the Trustee will not disclose the EMT Answer except as required to claim or decline the Transaction;

l) the recipient may claim a Transaction using the online banking services of the Financial Institution or another Participating Financial Institution or through the Acxsys Corporation payment service;

m) if the recipient declines a Transaction that the Trustee initiated, the Transaction will be returned to the Trustee;

n) funds usually arrive in the recipient's account within 3 to 5 business days from the day the recipient successfully claims the Transaction. The Financial Institution cannot guarantee the date of deposit;

o) as the sender, the Transaction will be returned to the Trustee if the recipient does not claim the Transaction within 30 days of the date the Transaction is initiated, if the Transaction cannot be successfully sent to the recipient's EMT Contact Information as provided by the Trustee, or if the recipient declines the Transaction. The Trustee is responsible for providing the recipient's correct EMT Contact Information and further agrees that the recipient has consented to the Trustee's use of the EMT Contact Information for EMT Services purposes, including its provision to the Financial Institution, the other Participating Financial Institution, and Acxsys Corporation;

p) if the recipient successfully claims the Transaction using the Acxsys Corporation payment service but provides incorrect account information, Acxsys Corporation or its agent may request correct account information from the recipient or may mail an Instrument to the recipient. The Financial Institution will not pay interest on the Transaction amount;

q) the Financial Institution may cancel a Transaction if it has reason to believe that a mistake has occurred or if it believes that the Transaction is a product of unlawful or fraudulent activity;

r) the Trustee is responsible for providing valid EMT Contact Information and will immediately update it via Direct Services if there are any changes to said EMT Contact Information;

s) as the sender, the Trustee may cancel a Transaction up to the time the recipient successfully claims the Transaction. As the recipient, the Trustee acknowledges that a Transaction may be cancelled up to the time the Trustee successfully claims the Transaction;

t) all disputes will be handled directly between the sender and the recipient;

u) the Financial Institution may refuse to provide EMT Services for the Trustee; and

v) the Financial Institution and Central 1 will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of a delay in processing a Transaction or for Transactions claimed by someone other than the intended recipient.

3.9 PERSONAL FINANCIAL MANAGEMENT – If the Financial Institution, through Direct Services, makes the PFM Service available, the Trustee agrees that the terms and conditions in this article 3.9, Personal Financial Management, govern the Trustee's and Authorized User's use of the PFM Service and are binding upon the Trustee. If there is any conflict between these PFM Service terms and conditions and the terms and conditions in the rest of this Agreement, then these PFM Service terms and conditions will apply in respect of the PFM Service. In addition, if the Trustee subscribes for PFM Services, special terms and conditions will also apply, as more particularly set forth in the PFM Special Terms attached to and forming part of this Agreement. If there is any conflict between the PFM Special Terms and the terms and conditions in the rest of this Agreement or in respect of this article 3.9, Personal Financial Management, then the PFM Special Terms will apply for the PFM Service. Further:

a) in connection with the PFM Service, the Trustee agrees, and shall ensure that each Authorized User agrees, to provide true, accurate, current, and complete information about an asset and/or liability when required by the Financial Institution. Further, the Trustee agrees, and shall ensure that each Authorized User agrees, to notify the Financial Institution of any changes to such information within a reasonable period of time;

b) the Trustee agrees, and shall ensure that each Authorized User agrees, to inform the Financial Institution, through Direct Services, of the External Account, asset, or liability they wish to link or add to the PFM Service, including the modification or removal of any linked or added External Account, asset, or liability;

c) the Financial Institution and the PFM Service Provider each, individually, have the right, in their sole discretion, to refuse to link or add an External Account, asset, or liability to the PFM Service for any reason, including, but not limited to, inability, cost, or inconvenience of linking or adding the External Account to the PFM Service;

d) the Financial Institution reserves the right to verify the External Account;

e) the Trustee or Authorized User must provide authorization to add an asset or liability to the PFM Service;

f) the Trustee agrees, and shall ensure that each Authorized User agrees, to not

link, or add, to the PFM Service an External Account, asset, or liability that is not owned by the Trustee or Authorized User;

g) the Financial Institution reserves the right to limit the number of External Accounts, assets, and/or liabilities that can be linked or added to the PFM Service;

h) the Trustee agrees, and shall ensure that each Authorized User agrees, that the PFM Service may, from time to time, access the External Account to ensure that the personal financial information on file is current, and to update the personal information on file if it is not, using information retrieved from the External Account. Such access will be at the discretion of the PFM Service provider and will typically occur when the Trustee or an Authorized User accesses Direct Services, but may be more or less frequent; and

i) the Trustee acknowledges and agrees that any information provided by the Trustee or an Authorized User about an asset or liability that is not under an External Account or the Account, is provided at the sole discretion of the Trustee or Authorized User. Further, the Trustee agrees, and shall ensure that each Authorized User agrees, that it is the Trustee's sole responsibility to keep such information current.

3.10 REMOTE DEPOSITS – If the Financial Institution, through Direct Services, makes the Remote Deposit Service available and the Trustee uses the Remote Deposit Service, the Trustee acknowledges and agrees to the following:

a) Solely for the Remote Deposit Service, the Financial Institution appoints the Trustee as its agent, to act on behalf of the Financial Institution in the creation and transmission of an Official Image to the Financial Institution, and any other related duties that may be required by the Financial Institution, all in accordance with the Rules and applicable legislation governing Instruments. In this context, transmission to and receipt by the Financial Institution of the Official Image will have the same effect as if the Instrument was delivered to a branch of the Financial Institution for negotiation and clearing. The Trustee acknowledges and agrees that this role as agent cannot be further delegated by the Trustee except to an Authorized User appointed in accordance with the Account Documentation. Further, the Trustee acknowledges and agrees that the Trustee shall be personally responsible and liable for:

i) compliance with this Agreement;

ii) maintaining adequate security over any Access Terminal used, the location of use of the Access Terminal, and any passwords, so as to prevent use by others or interception of data transmitted;

iii) ensuring that all Official Images created and transmitted are of good quality and fully and accurately capture all material details of the Eligible Bill;

iv) maintaining adequate safeguards and procedures for the preservation of originals of all Eligible Bills transmitted as Official Images; and

v) verifying that deposits expected to be made to the Account reconcile with dates and amounts applicable to transmissions made using the Remote Deposit Service and for providing immediate notice to the Financial Institution of any errors, omissions, irregularities, or concerns about suspicions of fraudulent Instruments or compromise of the security applicable to the use of the Remote Deposit Service.

b) The Financial Institution may, upon receipt of what reasonably appears to qualify as an Official Image, treat such as an Official Image and, as if it were an original of an Instrument received at a branch of the Financial Institution, subject to this Agreement and any policies of the Financial Institution governing Instruments.

c) The creation of an Official Image will be done using a method authorized by the Financial Institution, in its sole discretion, from time to time. Further, the Trustee agrees to take all proper and necessary precautions to prevent any other person, except an Authorized User appointed in accordance with the Account Documentation, from purporting to create or transmit an Official Image to the credit of the Trustee's Account.

d) Nothing in this Agreement obliges the Financial Institution to accept for deposit any item whether it is or purports to be an Official Image. The Trustee shall not purport to create or transmit an Official Image of any item that does not qualify as an Eligible Bill or any item that is post-dated, stale-dated, received by the Trustee from anyone other than the drawer of that item, or that is in any way altered. If the Trustee has any suspicions or concerns about the authenticity, validity, negotiability, or chain of title to any item purporting to be an Eligible Bill, then the Trustee shall not seek to use the Remote Deposit Service for negotiation or collection of that item, but will instead bring the original of that item to the counter of the branch of Account, identify the specific concerns to the Financial Institution, and fully disclose all material facts known by the Trustee relating to that item and fully cooperate with any inquiry or investigation of the concerns.

e) Under the Remote Deposit Service, Eligible Bills are restricted to those Instruments in Canadian dollars or United States dollars, drawn on a financial institution domiciled in Canada or the United States, as and if applicable, in the sole discretion of the Financial Institution from time to time. The Trustee shall not seek to use the Remote Deposit Service to deposit any Instrument into an Account different than the currency denominated on the Instrument. Canadian dollar Instruments shall only be deposited to a Canadian dollar Account. United States dollar Instruments shall only be deposited to a United States dollar Account.

f) Official Images received through the Remote Deposit Service are subject to number and dollar limits that may change from time to time without prior notice to the Trustee.

g) Any Transaction made on any day or at any time during which the Financial Institution is not open for business, may be credited to the Account on the next business day of the Financial Institution.

h) Once an Official Image of an Eligible Bill has been transmitted to the Financial Institution through the Remote Deposit Service, no further Official Images of that Eligible Bill will be created or transmitted through the Remote Deposit Service (or any other similar service) unless the Trustee is requested to do so by the Financial Institution in writing. Further, the Trustee agrees to make no further use of the original of an imaged Eligible Bill, and shall safely retain possession of the original of the Eligible Bill without further negotiation, transfer, or delivery to any other person or holder. In addition to all obligations and responsibilities either set forth in this Agreement or elsewhere, the Trustee agrees to indemnify and hold the Financial Institution and its service providers and Central 1 and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to the Trustee's use of the Remote Deposit Service or duplicate negotiation of items that were at any time presented as Official Images of Eligible Bills. The Trustee must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, the Trustee will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential incurred by the Indemnified Parties as a result of any breach of this Agreement, or any claims arising from or relating to misuse of Official Images or items purporting to be Official Images, or negotiation of Eligible Bills where an Official Image has also been transmitted for collection.

i) On transmission of an Official Image of an Eligible Bill to the Financial Institution, the Trustee is responsible for immediately marking the face of the Eligible Bill with a blatant notation or mark that prevents renegotiation of the Eligible Bill and indicates that the Eligible Bill has been imaged and transmitted, taking care not to obliterate any material particulars of that Eligible Bill. For example: This can be done by writing "void" or "paid" or placing a diagonal stroke across the face of the item with a pencil, pen, or brightly colored highlighter. For a period of 120 days after transmission of the Official Image to the Financial Institution, or such shorter period as stipulated by the Financial Institution in writing, the Trustee shall retain and produce to the Financial Institution on written request the original of all imaged Eligible Bills. If the Trustee receives a written request to retain or produce, the Trustee will comply with the written request, and shall, if requested, produce, by delivering to the Financial Institution, the original of all specified Eligible Bills within 5 business days of such request. If the Trustee fails to comply with the written request made pursuant to this provision, then the Financial Institution can place a hold on or reverse any credit made to the Account in relation to those specified Eligible Bills, even if such creates an overdraft on the Account. If no written request is received within that time, then 120 calendar days after an Official Image has been transmitted to the Financial Institution through the Remote Deposit Service or such shorter period as stipulated by the Financial Institution in writing, and provided that the Trustee has verified a credit to the Account that reconciles to the Official Image transmitted, the Trustee agrees to immediately proceed with destruction of the original of the Eligible Bill. Destruction methods include shredding, pulping, burning, or any other means that ensures that the original Instrument cannot be reused.

j) The Trustee is responsible for any and all costs associated with obtaining a replacement Instrument in the event that the Financial Institution requests that the Trustee re-transmit an Official Image in accordance with h) above, and the original Instrument was destroyed in accordance with i) above or otherwise lost.

k) In the Financial Institution's sole discretion, electronic notices for purposes related to the Remote Deposit Service may be generated and sent to the Trustee at the Notice Contact Information after the Trustee uses the Remote Deposit Service to transmit an Official Image, including to advise the Trustee of the receipt by the Financial Institution of an Official Image. To receive such electronic notices, the Trustee must provide the Notice Contact Information required by the Financial Institution.

l) An electronic notice, if any, sent in connection with the Remote Deposit Service is for information purposes only and is no guarantee that the Official Image will be accepted by the Financial Institution or that the Account will be credited.

m) The Financial Institution will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of use of the Remote Deposit Service, including, but not limited to, a delay in processing a Transaction or the Financial Institution requiring the Trustee to obtain another Instrument.

3.11 ONLINE PAYMENT – If the Financial Institution, through Direct Services, makes the Online Payment Service available and the Trustee uses the Online Payment Service, the Trustee acknowledges and agrees to the following:

a) The Online Payment Service is only available in Canadian dollars from Participating Merchants.

b) Transactions for the Online Payment Service must be initiated by the Trustee through the appropriate online payment option available on the website of a Participating Merchant.

c) As soon as the Trustee authorizes a Transaction through the Online Payment Service, and provided that there are available funds or credit, the amount of the Transaction will be withdrawn from the Account or a hold will be placed in the amount of the Transaction. The Financial Institution will hold the Transaction amount until the Participating Merchant successfully claims the Transaction or 30 minutes have elapsed, whichever comes first. The Financial Institution has no obligation to and will not pay interest on the Transaction amount. To the extent permitted at law, the Financial Institution is deemed to have a security interest in the Transaction amount from the time the Account is held until the Participating Merchant successfully claims the Transaction or the hold is removed.

d) Transactions sent and received through the Online Payment Service are subject to number and dollar limits that may change from time to time without prior notice to the Trustee.

e) The Financial Institution will not be responsible or liable for any losses or damages incurred as a result of funds held and/or limits set by the Financial Institution, Acxsys Corporation, a Participating Merchant, or a Participating Financial Institution.

f) The Financial Institution, the Participating Financial Institution, and Central 1 are entitled to pay the Transaction amount to anyone who claims to be the Participating Merchant and provides the payment authorization details within 30 minutes of the Transaction being authorized by the Trustee.

g) The Financial Institution will not be liable for losses or damages incurred as a result of a person other than the intended Participating Merchant receiving the Transaction amount.

h) If the Participating Merchant cancels, declines, or fails to claim a Transaction that the Trustee authorized, the Transaction amount will be reinstated after 30 minutes have elapsed since the Transaction was authorized. However, the Financial Institution cannot guarantee the date or time that the hold on the Transaction amount will be removed.

i) The Financial Institution, Central 1, or Acxsys Corporation may cancel a Transaction once it is authorized, but before payment authorization details are sent to the Participating Merchant, if there is reason to believe that a mistake has occurred or that the Transaction is a product of unlawful or fraudulent activity.

j) Once payment authorization details have been sent to the Participating Merchant, a Transaction cannot be cancelled. Payment authorization details are sent immediately after a Transaction is authorized by the Trustee.

k) All disputes, including requests for refunds, will be handled directly between the Trustee and the Participating Merchant without the participation of the Financial Institution or any other party. A refund, if any, may be received through Direct Services and Central 1 for credit to the Account, or through such other method the Participating Merchant deems appropriate.

l) The Financial Institution may refuse, in its sole discretion, to provide the Online Payment Service for the Trustee.

m) In the Financial Institution's sole discretion, electronic Notifications for purposes related to the Online Payment Service may be generated and sent to the Trustee at the Notice Contact Information after the Trustee authorizes a Transaction, including to advise the Trustee that the Account has been debited. To receive an electronic Notification, the Trustee must provide the Notice Contact Information required by the Financial Institution.

n) An electronic Notification, if any, sent in connection with the Online Payment Service is for information purposes only and is no guarantee that the Participating Merchant will successfully claim the Transaction or that the Trustee has successfully purchased the product or service from the Participating Merchant.

o) The Financial Institution will not be liable for any cost, expense, loss, damage, or inconvenience of any nature or kind whatsoever arising as a result of using the Online Payment Services, including, but not limited to, a delay in processing a Transaction or a Participating Merchant failing to claim a Transaction.

3.12 FOREIGN CURRENCY TRANSACTIONS – If the Trustee provides instructions to the Financial Institution on an Account that is denominated in a currency other than the currency of the Account, a conversion of currency may be required. In all such Transactions and at any time a conversion of currency is made, the Financial Institution may act as principal with the Trustee in converting the currency at rates established or determined by the Financial Institution, affiliated parties, or parties with whom the Financial Institution contracts. The Financial Institution, its affiliates, and contractors may earn revenue and commissions, in addition to applicable service charges, based on the difference between the applicable bid and ask rates for the currency and the rate at which the rate is offset in the market.

3.13 NO OBLIGATION – Nothing in this Agreement will oblige the Financial Institution to:

a) honour any Instrument drawn by the Trustee on the Financial Institution,

b) accept any monies for investment in shares or for deposit,

c) redeem shares,

d) transfer money, or

e) lend money to the Trustee.

4. TRUSTEE INSTRUCTIONS

4.1 INSTRUMENTS – Notwithstanding article 2.8, Verification and Acceptance of Transactions by the Financial Institution, the Trustee acknowledges and agrees that the Financial Institution will not be obliged to examine or assure itself of the regularity or validity of any endorsement or signature appearing on any Instrument. The Trustee releases the Financial Institution from all claims by the Trustee or others concerning the regularity or validity of any endorsement or signature.

If the Trustee is not a sole proprietorship, the Trustee further acknowledges and agrees that if more than 1 endorsement or signature is required on an Instrument, that such an arrangement is solely between the Trustee and the Authorized User(s), whether the Financial Institution has notice of such an arrangement, including in the form described in article 2.2, Authorized Signatory(ies) and User(s), or not. The Trustee releases and agrees to indemnify and hold harmless the Financial Institution from all claims by the Trustee or others concerning the adequacy or authority of endorsements or signatures required in any arrangement made between the Trustee and the Authorized User(s).

The Trustee authorizes the Financial Institution, without enquiry, to honour and pay Instruments drawn on the Account, regardless of whether such Instruments are:

a) drawn to the order of the Trustee or one of the Authorized Users who signed them on behalf of the Trustee,

b) payable to cash or bearer,

c) payable to the order and negotiated by or on behalf of the Trustee,

d) encashed or tendered to pay the obligations of the Trustee or one or more of the Authorized Users who signed them on behalf of the Trustee, or

e) deposited to the credit of the Trustee or one of the Authorized Users who signed them on behalf of the Trustee.

4.2 COUNTERMANDS – Any countermand of payment (commonly called a "stop payment") of an Instrument drawn on the Account must be in writing and signed by the Authorized User who signed the Instrument that is the subject of the countermand, or by some other person(s) duly authorized by the Trustee. On receiving a countermand of payment of an Instrument drawn on the Account, the Financial Institution will:

a) use reasonable diligence to comply with the countermand, but

b) not be liable to the Trustee or any other person by reason of complying with, or failing to comply with, the countermand, whether the Financial Institution is negligent, wilfully negligent, or otherwise.

The Trustee hereby agrees to indemnify and save the Financial Institution harmless for all liability, costs, damages, and expenses incurred by the Financial Institution by reason of it complying with, or failing to comply with, a countermand of payment. This indemnity will enure to the benefit of the Financial Institution and will be binding upon the Trustee and the Trustee's successors and assigns.

4.3 REMOTE INSTRUCTIONS – The Trustee may provide Remote Instructions to any branch of the Financial Institution as permitted by the Financial Institution, online through the Direct Services web portal, or through the Financial Institution's telephone banking service, if any. The Remote Instructions may concern the Account maintained at that branch, or concern other Transactions and arrangements conducted at or with that branch.

The Financial Institution may, but will not be obliged to, act on Remote Instructions received in the name of the Trustee along with any requisite PAC and/or PIW, if any, to the same extent as if the Remote Instructions were written instructions delivered to the Financial Institution by mail and signed by an Authorized User on the Account. Any such Remote Instructions are deemed genuine.

The Financial Institution may, in its sole discretion, acting reasonably, delay acting on or refuse to act on any Remote Instruction.

Remote Instructions are deemed received by the Financial Institution only when actually received and brought to the attention of an authorized officer of the Financial Institution capable of acting upon and implementing the Remote Instruction.

Remote Instructions can be transmitted to the Financial Institution at the telephone or fax number or email address provided by the Financial Institution, or at such other telephone or fax number or email address as the Financial Institution may advise the Trustee by notice in writing, or online through the Direct Services web portal. **Any Authorized User(s) permitted to provide Remote Instructions may act alone and provide Remote Instructions to the Financial Institution on behalf of the Trustee, even if the certified resolution provided in accordance with article 2.2, Authorized Signatory(ies) and User(s), specifies that 2 or more Authorized Users are required to operate the Account.** The Financial Institution, acting reasonably, is entitled to assume that any person identifying himself or herself as an Authorized User is in fact an Authorized User, and can rely upon such, and the Financial Institution may act on

the Remote Instructions provided by any such person. All Remote Instructions given to the Financial Institution in the name of the Trustee will bind the Trustee.

4.4 ACCESS TERMINAL TRANSACTIONS – The Trustee acknowledges and agrees that:

a) using the PAC, PIN, and/or PIW to authorize a Transaction constitutes authorization of that Transaction in the same manner as if authorization was given by the Trustee in person or as otherwise contemplated or permitted by this Agreement;

b) the Trustee will be bound by each such Transaction; and

c) once a PAC, PIN and/or PIW has been used to authorize a Transaction, the Transaction may not be revoked or countermanded.

This Agreement and the fact that the Trustee has use of a Debit Card does not give the Trustee any credit privileges or any entitlement to overdraw the Account, except as provided by separate agreement with the Financial Institution.

The Trustee irrevocably authorizes and directs the Financial Institution to debit or credit, as the case may be, the amount of any Transaction to the Account, together with any service charges or fees, authorized using the PAC, PIN, and/or PIW, in person by the Trustee or Authorized User, or as otherwise contemplated or permitted by this Agreement, in accordance with the normal practices of the Financial Institution, which may be amended from time to time without notice.

4.5 LOST OR DESTROYED INSTRUMENT – If an Instrument drawn on the Account is lost or destroyed while in the possession of another financial institution or its agents, the Financial Institution may, for all purposes, treat a copy of the Instrument, certified as being a true copy by the other financial institution, as though it was the original Instrument.

4.6 LOST OR STOLEN DEBIT CARD OR COMPROMISED PIN – If the Trustee suspects or becomes aware that the Debit Card is lost or stolen, or that the PIN has been made accessible to another person, then the Trustee will notify the Financial Institution or its agent immediately, in person or by telephone. Notification will only be considered given if the Trustee speaks directly to an authorized Financial Institution officer or agent. Upon receipt of such notice, the Trustee's liability for further unauthorized use of the Debit Card will terminate. If the Trustee notified the Financial Institution promptly and cooperated in any investigation, once the Financial Institution is satisfied that the Trustee is the victim of fraud, theft, or coercion by trickery, force, or intimidation, the Trustee will be entitled to recover from the Financial Institution any direct losses from the Account through the use of the Debit Card in such fraud, theft, or coercion incurred after notice is given to the Financial Institution.

5. COLLECTIONS

5.1 DEPOSITS – The Financial Institution may:

a) collect or present for acceptance or payment, through such banks or other agents as the Financial Institution may deem best, all Instruments delivered by the Trustee for deposit, discount, collection, or otherwise;

b) accept in payment of, or remittance for, such Instruments, cash or bank drafts, cheques, settlement cards, clearing house slips, or any other evidence of payment from the banks or other agents; and

c) place a hold on the proceeds of an Instrument presented by the Trustee until the Financial Institution accepts payment of, or remittance for, such Instrument.

Any deposit made on any day during which the Financial Institution is not open for business, or at any time during which the Financial Institution is not open for business, may be credited to the Account on the next business day of the Financial Institution.

The banks or other agents described in a) and b) above will be deemed the Trustee's agent and not the Financial Institution's agent.

The Financial Institution will not be liable for:

d) any loss resulting from the acceptance of such evidence as a payment in lieu of cash,

e) the failure of any bank or other financial institution or any agent to remit the same,

f) the nonpayment of any cheque, bank draft, settlement card, clearing house slip, or any other evidence of payment accepted in payment or as a remittance from any other bank or agent, or

g) the default, neglect, or mistakes of any such banks or agents.

The Financial Institution will be responsible only for the monies actually irrevocably received by the Financial Institution from such banks or agents and free of any Third Party claims.

5.2 HOLD ON ACCOUNTS OR TRANSACTIONS – The Financial Institution may place a hold on the Account if:

a) the Financial Institution becomes aware of suspicious or possible fraudulent or unauthorized Account activity that may cause a loss to the Trustee, the Financial Institution, Central 1, or an identifiable Third Party;

b) an issue arises as to who the proper signing authorities are on the Account; or

c) a claim is made by a Third Party to the funds in the Account which, in the Financial Institution's sole discretion, is potentially legitimate.

The Trustee authorizes the Financial Institution to make such inquiries and do such things, at the Trustee's expense, as the Financial Institution deems necessary to resolve any of the issues noted above, including applying, at the Trustee's expense, to a court of competent jurisdiction (a "Court") to pay funds into Court and/or seek directions from a Court. The Trustee agrees to indemnify the Financial Institution for any expense or cost incurred by the Financial Institution arising from the need to place a hold on the Account or Transactions, including but not limited to expenses incurred relating to an application to a Court. If the Trustee is requested and fails to do so, the Financial Institution may, in its sole discretion, close or place a hold on the Account, free of any responsibility or liability for unprocessed Transactions during such time. Any credit to the Account for any non-cash Instrument is provisional and subject to a hold or reversal unless the Financial Institution has received actual irrevocable payment, free of any Third Party claims.

5.3 RETURNED ITEMS – The Trustee confirms that the Trustee is authorized pursuant to the terms of the Trust to permit the Financial Institution to debit the Account with the amount of any Instrument that:

a) is not paid on presentation,

b) the Financial Institution has paid and is then called upon to refund,

c) may be dishonoured by nonacceptance or nonpayment,

d) that is drawn on the account of a party that is bankrupt or insolvent,

e) the proceeds of which, through no fault of the Financial Institution, have been lost, stolen, or destroyed,

f) the proceeds of which, for any reason, the Financial Institution is unable to collect or withdraw,

g) has been cashed, negotiated, or credited to the Account but that has not been found good, or

h) is found to be forged, fraudulent, counterfeit, or unauthorized, regardless of whether or not the Instrument has cleared.

The Trustee further acknowledges and agrees to indemnify and save the Financial Institution harmless for all liability, costs, damages, and expenses incurred by the Financial Institution in connection with the foregoing, and authorizes the Financial Institution to debit the Account in respect of any such liability, costs, charges, and/or expenses. This indemnity will enure to the benefit of the Financial Institution and will be binding upon the Trust, Trustee, and their successors and assigns. The Trustee further represents and warrants that acceptance of the obligations and liabilities on behalf of the Trust, and exercise of the Financial Institution's rights pursuant to this Agreement does not constitute a breach of the terms of the Trust. This representation is a continuing representation on which the Financial Institution relies and it is the sole obligation of the Trustee to inform the Financial Institution if at any time it becomes untrue or inaccurate. The Financial Institution may, in its sole discretion, require that the Trustee provide confirmation of this representation in the form of an independent legal opinion, or in such other manner or form as may reasonably be required by and is acceptable to the Financial Institution.

5.4 OVERDRAFTS – If:

a) the Financial Institution honours an Instrument drawn by the Trustee on an Account and insufficient funds stand to the credit of that Account to pay the Instrument in full; or

b) an Instrument delivered by the Trustee to the Financial Institution for deposit, discount, collection, or otherwise is returned to the Financial Institution dishonoured, and insufficient funds stand to the credit of the Account to permit the Financial Institution to debit the full amount of the dishonoured Instrument; or

c) the Financial Institution charges a fee, service charge, or other debit that the Financial Institution is authorized to charge to the Account, and if the funds standing to the credit of that Account are less than the amount charged to the Account;

then such event may, at the discretion of the Financial Institution, constitute:

d) an application to redeem or transfer Financial Institution shares owned by the Trustee or to withdraw or transfer monies on deposit from an Account in the Trustee's name, to the extent that the funds standing to the credit of the particular Account are insufficient to pay the Instrument in full, or to permit the Financial Institution to charge the returned item or the fee, service charge, or debit to that Account; and

e) an application for a loan to the extent that the shares or monies standing to the credit of the Account in the Trustee's name are insufficient to permit the payment or charging described in d) above.

If the Financial Institution grants a loan under e) above, the loan will be immediately due and payable forthwith without demand and the Trustee will pay interest on the balance of the loan at the Financial Institution's Overdraft Rate in effect from time to time.

The foregoing provisions do not give the Trustee any right to overdraw an Account or

to authorize or permit anything, including a PAD or a Transaction authorized through a Debit Card, that would result in a negative balance in the Account. The Trustee agrees to indemnify the Financial Institution under article 7.3, Indemnity, e).

6. ACCOUNT SECURITY AND RISK

6.1 TRUSTEE RIGHTS FOR INNOCENT BREACH – Subject to the provisions of this Agreement:

a) if the Authorized User did not reveal the PAC, PIN, and/or PIW to any other person, other than authorized Financial Institution agents or officers when required by the Financial Institution, or write it down or otherwise record it, and changed the PAC, PIN, and/or PIW when required by this Agreement, the Trustee will not be liable for any unauthorized use that occurs after the Financial Institution has received written notice from the Trustee that the PAC, PIN, and/or PIW may have become known to someone other than the Authorized User. The Financial Institution will not be considered to have received written notice until the Financial Institution gives the Trustee written acknowledgement of receipt of such notice; and

b) the Financial Institution will not otherwise be liable for any damages or other liabilities that the Trustee may incur by reason of the Financial Institution acting, or failing to act, on Remote Instructions given in the name of the Trustee, whether or not the Trustee or the Authorized User actually gave the Remote Instructions. The Financial Institution will not be liable for any damages or other liabilities that the Trustee may incur by reason of the Financial Institution acting, or failing to act, on no statement requests made in the name of the Trustee, whether or not the Trustee or the Authorized User actually gave the no statement request by Remote Instructions.

6.2 FRAUD PREVENTION AND DETECTION – The Trustee agrees to maintain appropriate security controls and procedures to prevent and detect thefts of Instruments, or losses due to fraud or forgery involving Instruments, or fraudulent or unauthorized Transactions.

The Trustee further agrees to diligently supervise and monitor the conduct and work of all agents and employees having any role in the preparation of the Trustee's Instruments, the Trustee's reconciliation of the statement of account for the Account, or other banking functions.

6.3 PROCEDURES FOR ADDRESSING UNAUTHORIZED TRANSACTIONS AND OTHER TRANSACTION PROBLEMS – In the event of a problem with a Transaction or an unauthorized Transaction, the Trustee will report the issue immediately to the Financial Institution. The Financial Institution will investigate and respond to the issue on a timely basis. The Financial Institution will not unreasonably restrict the Trustee from the use of the Account subject to dispute, as long as it is reasonably evident that the Trustee or the Authorized User(s) did not cause or contribute to the problem or unauthorized Transaction, has fully cooperated with the investigation, and has complied with this Agreement. The Financial Institution will respond to reports of a problem or unauthorized Transaction within 10 business days and will, within a reasonable period of time thereafter, indicate what reimbursement, if any, will be made for any loss incurred by the Trustee. Reimbursement will be made for losses from a problem or unauthorized Transaction in this time frame provided that the Trustee has complied with this Agreement and on the balance of probabilities it is shown that the Trustee or the Authorized User(s) took all reasonable and required steps to:

a) protect the confidentiality of the PAC,PIN, and/or PIW as required by this Agreement;

b) use security safeguards to protect against and detect loss, theft, and unauthorized access as required by this Agreement; and

c) act immediately, upon receiving a Notification of, or becoming aware of, an unauthorized Transaction, to mitigate against further loss and report the issue to the Financial Institution.

6.4 DEBIT CARD CODE OF PRACTICE – This Agreement is drafted with due regard to the Canadian Code of Practice for Consumer Debit Card Services, a copy of which is available from the Financial Institution on request.

If the Trustee is not satisfied with the Financial Institution's response, the Financial Institution will provide the Trustee, upon request, with a written account of its investigation and the reason for its findings. If the Trustee is not satisfied, the issue will be referred for mediation to either a Financial Institution system dispute resolution service, or if no such service is available, to an external mediator if agreed between the Trustee and the Financial Institution. Neither the Financial Institution nor the Trustee will have the right to start court action until 30 days have passed since the problem was first raised with the Financial Institution.

Any dispute related to goods or services supplied in a Point-of-Sale Transaction is strictly between the Trustee and the Merchant, and the Trustee will raise no defence or claim against the Financial Institution.

6.5 ACCESS TERMINAL SECURITY – If Direct Services are made available through the Internet or a telephone service provider, the Trustee acknowledges that, although the Financial Institution uses security safeguards to protect against loss, theft, and unauthorized access, because of the nature of data transmission, security is not guaranteed and information is transmitted at the risk of the Trustee. The Trustee acknowledges and shall ensure that any private Access Terminal used by an Authorized User to access Direct Services is auto-locked by a password to prevent unauthorized use of the Access Terminal, has a current anti-Contaminant program and a firewall, and that it is the Trustee's responsibility to reduce the risk of Contaminants or online attacks and to comply with this provision. The Trustee further acknowledges that to reduce the risk of unauthorized access to the Account through the Access Terminal, the Authorized User will sign out of Direct Services and, where applicable, close the browser when finished using it. The Trustee further acknowledges that using public or shared computers and Access Terminals, or using Access Terminals in a public place or through an open WiFi or shared Bluetooth portal, to access Direct Services increases the risk of unauthorized access to the Account, and will take all reasonable precautions to avoid such use or inadvertent disclosure of the PAC, PIN, and/or PIW.

6.6 PAC, PIN, AND PIW CONFIDENTIALITY – The Financial Institution can assign and/or require the Trustee to select and use a PAC, PIN, and/or PIW in connection with this Agreement. The Trustee agrees to ensure that the Authorized User(s) keep the PAC, PIN, and PIW confidential and will only reveal them to authorized Financial Institution agents or officers when required by the Financial Institution. The Trustee agrees to ensure that the Authorized User(s) will not record the PAC, PIN, or PIW in any format or medium. The Trustee can change the PAC, PIN, or PIW at any time. The Trustee will advise the Authorized User(s) that the Authorized User(s) may, by notice in writing to the Financial Institution, change the PAC, PIN, or PIW at any time. The Trustee agrees to ensure that the Authorized User(s) change(s) the PAC, PIN, or PIW if and when required by the Financial Institution. The Trustee acknowledges that the PAC, PIN, and/or PIW must be changed if there is a change in the Authorized Users on the Account.

The Trustee is responsible for all use of the PAC, PIN, and/or PIW and for all Transactions on the Account.

The Trustee acknowledges that the Financial Institution may, from time to time, implement additional security measures, and the Trustee will comply with all instructions and procedures issued by the Financial Institution in respect of such security measures. The Trustee is aware of the risks of unsolicited email, telephone calls, and text message transmissions from persons purporting to be representatives of the Financial Institution. The Trustee agrees not to respond to such unsolicited communications and will only initiate communications with the Financial Institution either through the Financial Institution's Internet banking website or through the Financial Institution's published contact information as shown on the Financial Institution's website.

If the Authorized User discloses the PAC to a Third Party, and if the Financial Institution becomes aware of such disclosure, the Financial Institution may, in its sole discretion, waive the confidentiality requirements described in this article 6.6, PAC, PIN, and PIW Confidentiality, but only if such disclosure is for a reputable personal financial management service similar to that described in article 3.9, Personal Financial Management. Notwithstanding any such waiver, the Trustee acknowledges and agrees that the Trustee remains responsible for all use of the PAC by the Third Party.

6.7 EXCLUSION OF FINANCIAL INSTITUTION RESPONSIBILITY – The Financial Institution is not responsible for any loss or damage suffered or incurred by the Trust or the Trustee except to the extent caused by the gross negligence or intentional or willful misconduct of the Financial Institution, and in any such case the Financial Institution will not be liable for any indirect, special, consequential, or exemplary damages (including, but not limited to, loss of profits) regardless of the cause of action and even if the Financial Institution has been advised of the possibility of such damages. In no event will the Financial Institution be liable for any cost, loss, or damage (whether direct, indirect, special, or consequential) suffered by the Trustee that is caused by:

a) the actions of, or any failure to act by, the Trustee, or any Third Party (and no Third Party will be considered to be acting as an agent for the Financial Institution unless expressly authorized to do so);

b) the inaccuracies in, or inadequacies of, any information provided by the Trustee to the Financial Institution including, but not limited to, any failed, duplicative, or erroneous transmission of Remote Instructions;

c) the failure by the Financial Institution to perform or fulfill any of its obligations to the Trust or the Trustee due to any cause beyond the Financial Institution's control; or

d) forged, unauthorized, or fraudulent use of services, or forged, unauthorized, or fraudulent instructions or Instruments, or material alteration to an instruction, including Remote Instructions.

6.8 RISKS AND DUTIES – Except for loss caused exclusively by the Financial Institution's gross negligence or intentional or wilful misconduct, and subject to the limitations of liability in this Agreement, the Trustee assumes all risk of loss due to the use of the Account, including, without limitation, the risk of Third Party fraud. The Trustee further agrees that it will notify the Financial Institution immediately

a) of any suspected or actual misuse or unauthorized use of the PAC, PIN, and/or PIW; or

b) if the PAC, PIN, and/or PIW becomes known to anyone other than the Authorized User(s); and.

c) if the Trustee receives Notification of any Transaction affecting the Account that alerts the Trustee of Account activity that was not authorized by them.

The Trustee or the Authorized User, as applicable, will change the PAC, PIN, and/or

PIW if either of the notification requirements above in a) or b) arises.

The notification requirement above in b) does not apply if the Authorized User has disclosed the PAC to a Third Party for a personal financial management service similar to that described in article 3.9, Personal Financial Management.

The Trustee acknowledges that the Trustee is responsible for all use made of the PAC, PIN, and/or PIW and that the Financial Institution is not liable for the Trustee's failure to comply with any part of this Agreement. The Trustee is liable for all authorized and unauthorized use, including all Transactions. The Trustee is also liable for all fraudulent or worthless deposits made into the Account. Without limiting the generality of the foregoing, the Trustee expressly acknowledges and agrees that the Trustee shall be bound by and liable for any use of the PAC, PIN, and/or PIW by a member of the Trustee's household, an Authorized User, or a member of an Authorized User's household.

The Financial Institution will not be liable to the Trustee for any action or failure to act of a Merchant or refusal by a Merchant to honour the Debit Card, whether or not such failure or refusal is the result of any error or malfunction of a device used to authorize the use of the Debit Card for a Point-of-Sale Transaction.

Except for direct losses, subject to the restrictions in this Agreement, resulting from circumstances beyond the Trustee's control such as technical problems and unauthorized use of the Debit Card and PIN, the Financial Institution will not be liable for any loss, damage, or injury arising from the use of ATMs or Point-of-Sale terminals or from any mechanical or operational failure of any such devices, and the Trustee releases the Financial Institution from liability for any such loss, damage, or injury. In the event of alteration of the Account balance due to technical problems, card issuer errors, and system malfunctions, the Trustee will be liable only to the extent of any benefit the Trustee has received, and will be entitled to recover from the Financial Institution any direct losses the Trustee may have suffered.

The Trustee will instruct the Authorized User(s) not to use their Debit Card and PIN for any unlawful purpose, including the purchase of goods and services prohibited by local law applicable in the Trustee's jurisdiction.

The Trustee is liable for all transfers to linked accounts. The Trustee bears all risk for all such Transactions.

Where the Trustee knows of facts that give rise or ought to give rise to suspicion that any Transactions, instructions in respect of the Account, or Instruments deposited to the Account are fraudulent, unauthorized, counterfeit, or induced through or in any way tainted by fraud or unlawful conduct, or otherwise likely to be returned to the Financial Institution or found invalid for any reason, the Trustee has a duty to make reasonable inquiries of proper parties into such Transactions, instructions, or Instruments, as the case may be, to determine whether they are valid authorized Transactions, instructions, or Instruments, as the case may be, before negotiating or, alternatively, accessing any funds derived from such Transactions, instructions, or Instruments, and to disclose to the Financial Institution, the Trustee's suspicion and the facts upon which the Trustee's suspicion is based ("Suspicious Circumstances").

The Financial Institution may, in its sole discretion, investigate any Suspicious Circumstances disclosed by the Trustee, but the Financial Institution does not owe the Trustee any obligation to undertake its own investigation of Suspicious Circumstances. The Financial Institution may place a hold on all or some of the Accounts pending investigation of any improper use of any Account. Any hold imposed by the Financial Institution pursuant to any of the terms of this Agreement, or investigation undertaken by the Financial Institution, is imposed or undertaken by the Financial Institution at the Financial Institution's sole discretion and for the Financial Institution's sole benefit.

Release of a hold by the Financial Institution is not a confirmation that a Transaction, instruction, or Instrument is in fact good and may not be relied upon as such by the Trustee. If, to the satisfaction of the Financial Institution, any improper use is established, the Financial Institution can withdraw or suspend operation of the Account without notice.

Any monies or Instruments placed in an envelope or deposit bag and placed by an Authorized User in the night depository will be at the Trustee's risk until the monies or Instruments are actually entered or recorded as a deposit to the credit of the Account. The Financial Institution is not responsible for or under any obligation to account for any lost or destroyed monies or Instruments which an Authorized User may place in the night depository, even if the loss or destruction is the result of the Financial Institution's negligence or that of the authorized Financial Institution officers.

The Trustee acknowledges that the Trustee bears all risks related to the use of Facsimile Signatures.

6.9 FINANCIAL INSTITUTION RECORDS – The Financial Institution's records of all Transactions will be deemed to be correct and will be conclusive and binding on the Trustee. All Transactions will appear on the regular statement of account for the Account.

If the Trustee believes or suspects that the records of the Financial Institution contain an error or omission, or reflect unauthorized Account activity, the Trustee must give immediate written notice to the Financial Institution, and in any event, must do so within the time provided in this Agreement.

A copy of any fax or email message or other Remote Instructions or the Financial Institution's notes of any Remote Instructions given by telephone may be entered into evidence in any court proceedings as if it were an original document signed on behalf of the Trustee. The Trustee will not object to the admission of the Financial Institution's or Central 1's records as evidence in any legal proceeding on the grounds that such records are not originals, are not in writing, are hearsay, or are documents containing information extracted from a computer, and all such records will be conclusive evidence of the Remote Instructions in the absence of documentary recorded evidence to the contrary.

In the absence of evidence to the contrary, the records of the Financial Institution are conclusive for all purposes, including litigation, in respect of any other matter or thing relating to the state of the Accounts between the Trustee and the Financial Institution in respect of any Transaction.

6.10 LIABILITY FOR ERRORS AND OMISSIONS – If the Financial Institution makes an error or omission in recording or processing any Transaction, the Financial Institution is only liable for the amount of the error or omission if the Trustee has not caused or contributed to the error or omission in any way, has complied with this Agreement, has given written notice to the Financial Institution within the time provided in this Agreement, and to the extent the liability is not otherwise excluded by this Agreement.

If the Trustee has given such notice, the Financial Institution's maximum liability is limited to the amount of the error or omission. In no event will the Financial Institution be liable for any delay, inconvenience, cost, loss, or damage (whether direct, special, indirect, exemplary, or consequential) whatsoever caused by, or arising from, any such error or omission.

7. THIRD PARTIES

7.1 LINKS – If Direct Services are made available through the Internet, the Financial Institution's website may provide links to other websites, including those of Third Parties who may also provide services to the Trustee. The Trustee acknowledges that all those other websites and Third Party services are independent from the Financial Institution's and may be subject to separate agreements that govern their use. The Financial Institution and Central 1 have no liability for those other websites or their contents or the use of Third Party services. Links are provided for convenience only, and the Trustee assumes all risk resulting from accessing or using such other websites or Third Party services.

7.2 SERVICES – The Financial Institution and Central 1 may, from time to time, make services provided by Third Parties available through Direct Services or the Financial Institution's website. The Trustee acknowledges and agrees that:

a) the Financial Institution and Central 1 make the services of Third Parties available through Direct Services or the Financial Institution's website for the convenience of the Trustee. The services are provided by the Third Party, not the Financial Institution or Central 1. The Trustee's relationship with the Third Party shall be a separate relationship, independent of the relationship between the Trustee and the Financial Institution and Central 1, and such a relationship is outside the control of the Financial Institution and Central 1;

b) the Financial Institution and Central 1 make no representation or warranty to the Trustee with respect to any services provided by a Third Party even though those services may be accessed by the Trustee through Direct Services or the Financial Institution's website;

c) the Trustee assumes all risks associated with accessing or using the services of Third Parties;

d) the Financial Institution and Central 1 have no responsibility or liability to the Trustee in respect of services provided by a Third Party;

e) any dispute that relates to services provided by a Third Party is strictly between the Trustee and the Third Party, and the Trustee will raise no defence or claim against the Financial Institution and/or Central 1; and

f) the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* may apply to the services provided by Third Parties and that the Third Parties may, from time to time, adopt policies and procedures to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation.

7.3 INDEMNITY – The Trustee agrees to indemnify and hold the Financial Institution and its service providers and Central 1 and all of their connected parties, including, without limitation, their respective agents, directors, officers, employees, affiliates, and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs, including, without limitation, reasonable legal fees and expenses incurred by the Indemnified Parties in connection with any claim or demand arising out of or connected to the Trustee's use of the Account. The Trustee must assist and cooperate as fully as reasonably required by the Indemnified Parties in the defence of any such claim or demand. The disclaimers, liability exclusions, liability limitations, and indemnity provisions in this Agreement survive indefinitely after the termination of this Agreement and apply to the extent permitted by law. Without limiting the foregoing, the Trustee will indemnify and save the Indemnified Parties harmless from and against all liability, costs, loss, expenses, and damages, including direct, indirect, and consequential, incurred by the Indemnified Parties as a result of:

a) the Financial Institution treating a Facsimile Signature of an Authorized User and/or Authorized Signatory as an original and genuine signature,

b) any of the Indemnified Parties making the Account available to the Trustee,

c) any of the Indemnified Parties acting upon, or refusing to act upon, Remote

Instructions,

d) any of the Indemnified Parties acting upon, or refusing to act upon, no statement requests made by the Trustee,

e) any Transaction that results in a negative balance in the Account,

f) the consequences of any Transaction authorized by the Trustee, or

g) any claims arising out of allegations that the Account has not been operated in compliance with the terms of the Trust, or any alleged receipt of funds by the Financial Institution from the Trustee, the Trust, or otherwise into the Account in breach of trust.

This indemnity will enure to the benefit of the Indemnified Parties and will be binding upon the Trustee and the Trustee's successors and assigns and shall survive the termination of this Agreement for any act or omission prior to termination as gives rise to an indemnified claim, even if notice is received after termination.

8. ACCOUNT RECORDS

8.1 PAPER STATEMENTS – Unless the Trustee requests the Financial Institution to hold the Trustee's statement of account for the Account for pick up by the Trustee, or appoints in writing an agent to pick up the statement of account for the Account, or consents to the statement of account for the Account being made available electronically, or requests no statement of account for the Account to be sent by the Financial Institution, the Financial Institution will mail such statement of account for the Account to the Trustee at the address the Trustee last gave in writing. It is the Trustee's responsibility to notify the Financial Institution immediately of any change in the Trustee's address.

8.2 NO PAPER STATEMENT ACKNOWLEDGEMENT – If, at the request of the Trustee, the Financial Institution agrees to cease printing and mailing statements of account for the Account to the Trustee, the Trustee acknowledges and agrees that the Trustee will be responsible to obtain (whether from the Financial Institution or using Direct Services) and review, after the end of each calendar month, a statement of account for the Account.

8.3 COMPLIANCE WITH NOTIFICATION DATE – The Trustee will be responsible to obtain (whether from the Financial Institution or using Direct Services) and review, after the end of each calendar month, a statement of the activity in the Account, and will, by the end of the following calendar month (the "Notification Date"), notify the Financial Institution of any errors, irregularities, omissions, or unauthorized Transactions of any type in that account record or in any Instruments or other items, or of any forgeries, fraudulent, or unauthorized Transactions of any type, and any debits wrongly made to the Account.

Notwithstanding any other provision of this Agreement, after the Notification Date (except as to any errors, irregularities, omissions, or unauthorized Transactions of any type of which the Trustee has notified the Financial Institution in writing on or before the Notification Date), the Trustee agrees that:

a) the amount of the balances shown on the last day of the calendar month is correct and binding on the Trustee subject to the right of the Financial Institution to make reversals in accordance with this Agreement;

b) all amounts charged to the Account are valid;

c) the Trustee is not entitled to be credited with any amount not shown on the statement of account for the Account for that calendar month;

d) the Trustee has verified the validity of any Instruments and instructions; and

e) the use of any service shown is correct.

8.4 TRUSTEE ACKNOWLEDGEMENT – The Trustee acknowledges that:

a) notwithstanding that an Instrument may be provisionally posted to the Account, it is not considered processed until it has been honoured and irrevocably collected by the Financial Institution and the time for return by any process of law has expired. The credit represented by an Instrument that is not honoured and collected, or is charged back or tainted by fraud, may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly; and

b) notwithstanding that a deposit or other credit may be provisionally posted to the Account, it is not considered processed until it has been verified and accepted by the Financial Institution. A deposit or other credit that is not verified and accepted may be reversed from the Account notwithstanding any provisional posting. The statement of account for the Account will be modified accordingly.

8.5 PAD REIMBURSEMENT – Despite article 8.3, Compliance with Notification Date, if the Trustee has authorized PADs to be issued against any of the Accounts, the Trustee acknowledges that the Rules provide that, under specified conditions, claims for reimbursement of PADs may be made and:

a) where the purpose of the PAD was for payment of consumer goods and services, the time period for making such a claim is 90 calendar days from the date of debiting; and

b) where the purpose of the PAD was for payment of goods and services related to commercial activities of the Trustee, the time period for making such a claim is 10 business days from the date of debiting.

Claims must be made in writing to the Financial Institution within the specified time period and in compliance with the Rules, as amended from time to time.

The Trustee further acknowledges that:

c) the Trustee may not receive the statement of account for the Account before the 10 business-day period expires and the Financial Institution is not obliged to otherwise notify the Trustee of PADs debited to the Account; and

d) after the 10 business-day period expires, and whether or not the Trustee has been notified of the PAD being debited to the Account, the Trustee must resolve any dispute directly with the payee – the Financial Institution will not be required to reimburse the Trustee for the amount of such PAD, notwithstanding any other provision of this Agreement.

The Trustee is responsible for PADs authorized by it, and agrees:

e) to release and discharge the Financial Institution from any and all claims and demands (except claims for reimbursement made within the 10 business-day period) in respect of PADs issued against the Account; and

f) to indemnify and save the Financial Institution harmless, from and against, all liability, cost, damages, and expenses incurred by the Financial Institution in connection therewith. The above indemnity enures to the benefit of the Financial Institution and will be binding upon the Trustee and the Trustee's successors and assigns.

8.6 ACCOUNT STATEMENTS AND TRANSACTION VERIFICATION – The Trustee shall be deemed to have received a statement of account for the Account each time the Trustee uses Direct Services and each time the Trustee obtains an Account balance through any ATM or Access Terminal or conducts a Point-of-Sale Transaction. The Trustee shall also be deemed to have received and reviewed a statement of account for the Account at least monthly no later than the 21st day of the month following the preceding month, whether actually issued by the Financial Institution or whether the Trustee actually receives one or not.

The Trustee agrees to examine every statement of account for the Account as soon as the Trustee receives it or is deemed to have received it. The Trustee shall immediately, and in any event no later than 30 days after receiving or being deemed to have received a statement of account for the Account, give notice to the Financial Institution of any errors, omissions, or irregularities, including any fraud or unauthorized activity, included in or preceding each such statement of account for the Account. Unless objected to in writing within 30 days of the date on which the statement of account for the Account is received or is deemed to have been received by the Trustee, the Trustee agrees that the Financial Institution's records are conclusive evidence of the Trustee's dealings with the Financial Institution regarding the Trustee's Account and are correct, complete, authorized, and binding upon the Trustee, and the Financial Institution will be released from all responsibility for Account activity preceding the statement of account for the Account.

After the expiration of the 30-day period (except for errors or irregularities identified by notice in writing to the Financial Institution before the 30 days expire) the Trustee may not claim for any purpose that any entry on the statement of account for the Account is incorrect and will have no claim against the Financial Institution for reimbursement relating to any entry, even if the entry is unauthorized or fraudulent or is based upon an Instrument or instruction that is forged, unauthorized, or fraudulent.

Nothing in this article limits in any way the rights of the Financial Institution under this Agreement including, without limitation, the rights of the Financial Institution under article 2.9, Noting or Protesting, article 5.1, Deposits, and article 5.3, Returned Items.

8.7 RECORDS AND CHEQUE IMAGING – The Financial Institution will determine, in its sole discretion, whether Instruments and other items will be returned to the Trustee with the statement of account for the Account.

If the Financial Institution implements an imaging program, the Financial Institution will determine, in its sole discretion, whether copies of images of Instruments and other items will be provided for the statement of account for the Account. The Trustee acknowledges that copies of images of Instruments and other items may be provided before the Financial Institution has determined whether the Instrument or other item will be honoured or accepted and agrees that copies of images of Instruments and other items are made available by the Financial Institution as a service to the Trustee and that the provision of copies of images of Instruments and other items does not mean that the Transaction has been processed or in any way oblige the Financial Institution to honour or accept the Instrument or other item.

The Trustee acknowledges that if the Financial Institution adopts an imaging program, the physical Instruments and other items may be destroyed. If the Financial Institution has implemented an imaging program and determines not to include copies of images of Instruments and other items with the statement of account for the Account, the Financial Institution will ensure that copies of images can be made available to the Trustee upon request for at least 5 years following the date of the statement of account for the Account on which the Instrument or other item appears, subject to payment of the service charges established by the Financial Institution from time to time.

8.8 VIEWING DOCUMENTS – The Financial Institution may, in connection with Direct Services, permit the Authorized User to view and print images of documents. The Trustee acknowledges and agrees that such images are made available by the Financial Institution as a service to the Trustee and the provision of such images does not in any way oblige the Financial Institution to permit the Authorized User to view and print images of documents.

9. OPERATION OF THE ACCOUNT

9.1 OPERATION OF TRUST ACCOUNTS – The Trustee acknowledges that the Financial Institution is not acting as a Trustee for any of the Accounts. The Trustee further acknowledges that the Financial Institution is not required to recognize funds being held upon the Trust and is not required to supervise the operation of any Trust Account to ensure that it is operated in compliance with the provisions of the Trust, whether or not the Financial Institution has notice of the specific provisions governing the Trust. Each Account that is or is purported to be subject to the Trust will be operated by the Financial Institution pursuant to the terms of this Agreement.

9.2 WAIVER OF CLAIMS BY BENEFICIARY – If a person constituting the Trustee is a Beneficiary, then that person hereby irrevocably waives any and all claims that such person may now or at any time in the future have against the Financial Institution in connection with

a) a breach of trust by any other person constituting a Trustee; and

b) the Accounts not being operated in compliance with the provisions of the Trust.

9.3 MODIFICATION OF AGREEMENT – The Financial Institution may, in its sole discretion, amend the terms and conditions of this Agreement as it relates to the Trustee's future use of the Account from time to time, for any reason, without any liability to the Trustee or any other person. The Financial Institution may provide notice of a change to this Agreement by sending notice to the Trustee's last known Notice Contact Information, by posting notice at the Financial Institution's premises, by personal delivery, or by any other means the Financial Institution, acting reasonably, considers appropriate to bring the modification to the attention of the Trustee. The Trustee is responsible for regularly reviewing the terms and conditions of this Agreement. If the Trustee uses the Account after the effective date of an amendment to this Agreement, it will mean that the Trustee agrees to the amendment and adopts and is bound by the newer version of this Agreement. The Trustee may not change, supplement, or amend this Agreement by any means.

9.4 TERMINATION – This Agreement may be terminated by either the Financial Institution or the Trustee on not less than 1 business day's prior written notice.

The Trustee shall not, and shall ensure that each Authorized User does not:

a) use the Account and/or Third Party services for an illegal, fraudulent, or defamatory purpose, and agrees not to use the Account for a purpose contrary to the terms or purposes of the Trust; and

b) take steps, or cause, or permit anything to be done that could undermine the security or integrity of the Account and/or Third Party services (including activities that threaten to harm or cause harm to any other participant in the provision, utilization, or support of the Account and/or Third Party services).

In the event of a breach of the provisions of a) or b), the Account or any service provided by a Third Party may be suspended or terminated.

Notwithstanding the above, the Trustee acknowledges and agrees that the Financial Institution may, in its sole discretion, at any time or for any reason, restrict, suspend, or terminate the Trustee's Account privileges on not less than 1 business day's prior written notice. The Trustee acknowledges and agrees to indemnify and save harmless the Financial Institution from and against any and all damages, costs, expenses, and liability arising or incurred by the Financial Institution as a result of any use of the Account by an Authorized User that:

c) is inconsistent with a restriction imposed on the use of the Account by the Financial Institution and communicated to the Trustee, or

d) takes place following the suspension or termination of service privileges by the Financial Institution.

The Trustee will immediately return all Debit Cards issued to it or to the Authorized User(s) upon:

e) ceasing to be a member of the Financial Institution,

f) termination of this Agreement,

g) termination of Debit Card privileges, or

h) otherwise upon request by the Financial Institution.

The Trustee will be responsible for paying all legal fees and expenses (on a solicitor and own client basis) incurred by the Financial Institution in terminating the Account.

The Trustee's insolvency, bankruptcy, dissolution, or death will constitute an automatic revocation of the privileges associated with the Account.

If the Financial Institution gives the Trustee notice of termination, the Trustee will immediately cease using the Night Deposit Service, return all access keys, and reimburse the Financial Institution for any loss or damage to the keys or other facilities provided by the Financial Institution.

Any notice of termination shall not release the Trustee from any obligations under this Agreement prior to its termination.

9.5 NOTICES – Any notice required or permitted to be given to the Financial Institution in connection with this Agreement must be in writing and must be addressed and delivered to the Financial Institution at the address or fax number set forth in the Account Documentation. Any notice required or permitted to be given to the Trustee in connection with this Agreement may be given to the Trustee by delivering a written notice to the last known Notice Contact Information, or, except as to confidential financial information specific to the Trustee, by posting notice at the Financial Institution's premises or on the Financial Institution's website, or by any other means the Financial Institution, acting reasonably, considers appropriate to bring the notice to the attention of the Trustee.

9.6 ELECTRONIC EXECUTION – This Agreement may be executed electronically. Use of the Account shall be deemed to be acceptance of these terms and conditions as of the date of first use, or in the case of a modification of this Agreement, acceptance of the modified terms and conditions.

9.7 PROCEEDS OF CRIME LEGISLATION – The Trustee acknowledges that the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act and Regulations* apply to the operation of the Account and that the Financial Institution will, from time to time, adopt policies and procedures to address the reporting, record-keeping, client identification, and ongoing monitoring requirements of that legislation. The Trustee agrees, and shall ensure that the Authorized User(s) agrees, to abide by and comply with all such laws and procedures.

9.8 OTHER CLAIMS ON THE ACCOUNT – If the Financial Institution receives notice of a possible claim against, or interest in, any of the Accounts under any court order, statutory demand, or under applicable family, domestic relations, matrimonial property, or similar legislation, a marriage agreement, or a separation agreement, the Financial Institution may refuse to permit the Trustee to have any dealings with any of the Accounts, even if funds stand to the credit in any such Account. The Financial Institution will not be liable for any loss or damage resulting from any refusal by the Financial Institution under this article.

9.9 APPLICABLE LAW – This Agreement is governed by the laws of the province of the Account, or if more than 1 Account, then the jurisdiction of incorporation of the Financial Institution and the federal laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws.

9.10 ENUREMENT – This Agreement will take effect and continue for the benefit of and be binding upon each of the Financial Institution and the Trustee and their successors and assigns.

9.11 SEVERABILITY – This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then:

a) the offending portion of the provision shall be expunged and the remainder of such provision will be interpreted, construed, or reformed to the extent reasonably required to render the same valid, enforceable, and consistent with the original intent underlying such provision; and

b) such invalidity or unenforceability will not affect any other provision of this Agreement.

9.12 NO WAIVER – No waiver by the Financial Institution of any breach of or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default. The Financial Institution may, without notice, require strict adherence to the terms and conditions of this Agreement, despite any prior indulgence granted to or acquiesced in by the Financial Institution.

9.13 CHOICE OF LANGUAGE – It is the express wish of the parties that this Agreement and any related documents be drawn up and if execution is required, to be executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

PFM SCHEDULE FOR CONSENT AND DISCLOSURE FOR PFM SERVICE ("PFM SPECIAL TERMS")

1. **ACCEPTANCE OF PFM SERVICE SPECIAL TERMS –** The Trustee acknowledges, and shall ensure that the Authorized User acknowledges, their acceptance of these PFM Special Terms such that they form and are part of the Agreement. The Financial Institution does not offer Direct Services other than in accordance with these terms and conditions.

   If there is more than one Trustee or Authorized User in respect of the Account, or multiple holders of the External Account, the Trustee expressly accepting these terms hereby warrants and represents to the Financial Institution that such Trustee has the lawful, express, and actual authority of all other Trustees and Authorized Users on the Account, or holders and Authorized Users of the External Account, and each of them:

   (i) to consent to the use of all and each of the Trustees' and Authorized Users' personal information for purposes of the provision and use of PFM Services; and

   (ii) to acknowledge, accept and agree to be bound by the terms of the Agreement and these PFM Special Terms, including Schedule I to the PFM Special Terms, so as to form a valid and binding agreement as between all of the Trustees and the Financial Institution.

   The Trustee expressly accepting these terms does so on behalf of all of the Trustees and Authorized Users and understands that these representations and warranties, and acceptance of these terms, will be relied upon by the Financial Institution in providing PFM Services. The Trustee expressly accepting these terms understands that if these representations and warranties are untrue it may cause loss, harm and damage to the Financial Institution for which that Trustee is responsible. The Trustee expressly accepting these terms hereby agrees to indemnify and hold harmless the Financial Institution from any loss, damage, costs, including reasonable legal fees, claims or other harm that may be suffered as a result of the Financial Institution's reliance upon these representations and warranties.

2. **PERSONAL FINANCIAL MANAGEMENT ACCOUNT LINKING CONSENT –** The Trustee understands, and shall ensure that the Authorized User understands, that the Personal Financial Management tool and account linking service, defined in the Agreement as the "PFM Service", is being offered through the Trustee's Financial Institution in coordination with Central 1 Credit Union ("Central 1") and by Yodlee Inc. ("Yodlee") and that it is an express requirement of Yodlee that if the Trustee or Authorized User wishes to subscribe, access, or use the PFM Service that the Trustee or Authorized User must consent to amendments and incorporation of certain terms to the Agreement with the Financial Institution as more particularly set forth in the Mandatory Provisions for Customer Agreement as set forth in the Schedule I below, (the "Mandatory Provisions"). The Trustee understands, and shall ensure that the Authorized User understands, that subscription to the PFM Service, whether by linking Accounts at the Financial Institution alone or with External Accounts at Third Party institutions will require that the Trustee or Authorized User share certain otherwise confidential and personal information to engage the PFM Service.

3. **PFM DISCLOSURE OF ACCESS CODE AND CONFIDENTIAL INFORMATION TO LINKED ACCOUNTS –** The Trustee or Authorized User authorizes the Financial Institution, Central 1, and their respective agents, representatives, and service providers, (collectively referred to solely for purposes of this PFM Special Terms as the "F.I. Affiliates") as well as Yodlee, to collect, use, and disclose the Trustee's or Authorized User's personal information, including the Trustee's or Authorized User's personal access codes, in order to link the External Accounts to the Trustee's Account with the Financial Institution, and periodically access the External Accounts to update the Trustee's or Authorized User's personal information and to perform data analytics on all linked accounts to present information and reports to the Trustee or Authorized User and make available to the Trustee or Authorized User and the Trustee's Financial Institution, a personal financial management summary of all of the Trustee's or Authorized User's linked accounts and Transactions thereon. Notwithstanding the foregoing, this provision shall not be deemed to in any way diminish the Trustee's or Authorized User's duties and responsibilities to personally access and review the External Accounts and to otherwise comply with the agreements in place with Third Parties holding those External Accounts, nor shall any right of access to information granted by the Trustee or Authorized User pursuant to this Agreement create any obligation on the part of the Financial Institution, Central 1, or the PFM Service provider to monitor or warn the Trustee or Authorized User of any unusual or unauthorized account activity on any Account or any External Accounts. The Trustee understands, and shall ensure that the Authorized User understands, that the institutions holding the Trustee's or Authorized User's External Accounts may prohibit disclosure of the Trustee's or Authorized User's personal access codes, and that it is the Trustee's or Authorized User's responsibility to confirm that the Trustee's or Authorized User's personal access codes can be disclosed to Yodlee for the purpose of linking the External Accounts. This will not be confirmed by the Financial Institution, the F.I. Affiliates, or Yodlee.

4. **PFM SERVICE DISCLAIMER –** The Trustee confirms, and shall ensure that the Authorized User confirms, that the Trustee or Authorized User is permitted to link the Trustee's or Authorized User's External Accounts, and the Trustee or Authorized User accepts all risk associated with the linking of the Trustee's Financial Institution Account to the Trustee's or Authorized User's External Accounts, including all risk associated with disclosure of the Trustee's or Authorized User's personal access codes. The Trustee agrees and acknowledges, and shall ensure that the Authorized User agrees and acknowledges, that the Financial Institution or any F.I. Affiliate is not responsible or liable for any loss, harm, or damage, of any kind, related to or arising from linking the Trustee's Financial Institution Account with the Trustee's or Authorized User's External Accounts, or arising from disclosure of the Trustee's or Authorized User's personal access codes for purposes of linking the Trustee's or Authorized User's External Accounts, to the extent permitted by law, subject to the Financial Institution or F.I. Affiliate being liable for the consequences of their own act and that of its representatives.

5. **MARKETING CONSENT FOR PFM SERVICE –** The Trustee understands, and shall ensure that the Authorized User understands, that if the Trustee or Authorized User has previously provided to the Financial Institution a marketing consent to receive promotional offers, then the Financial Institution, and its agents, representatives, and service providers will use the information from the Trustee's or Authorized User's linked accounts to provide promotional and marketing information to the Trustee or Authorized User.

6. **UNSUBSCRIBE FROM PFM SERVICE –** The Trustee or Authorized User can withdraw the Trustee's or Authorized User's consent for the collection, use, and disclosure of the Trustee's or Authorized User's personal information at any time by contacting the Financial Institution using the contact information set out on the Business Member Application. If the Trustee or Authorized User withdraws the Trustee's or Authorized User's consent, the Financial Institution may no longer be able to provide certain services, including, but not necessarily limited to PFM Services. The Trustee understands, and shall ensure that the Authorized User understands, that certain additional integrated services offered by the Financial Institution may no longer be available.

7. **ASSET/LIABILITY CONSENT –** The Trustee understands, and shall ensure that the Authorized User understands, that the PFM Service can keep track and provide the Trustee or Authorized User with comprehensive specific analysis of the Trustee's or Authorized User's financial situation only if the Trustee or Authorized User keeps such information complete and current and that if the Trustee or Authorized User does not do so, that the reports and analytics performed as part of the PFM Service will be incomplete and may contain erroneous information. The Trustee authorizes, and shall ensure that the Authorized User authorizes, the Financial Institution and the F.I. Affiliates to collect, use, and disclose the Trustee's or Authorized User's personal information in order to add, modify, or delete reference to the asset(s) or liability(ies) to the Trustee's Account with the Financial Institution, whether in the future or the past. The Trustee understands and agrees, and shall ensure that the Authorized User understands and agrees, that the Trustee or Authorized User is responsible for keeping the Trustee's or Authorized User's asset and liability information current.

SCHEDULE I — MANDATORY PROVISIONS FOR CUSTOMER AGREEMENT

1. **PROVIDE ACCURATE INFORMATION –** You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

2. **PROPRIETARY RIGHTS –** You are permitted to use content delivered to you through the PFM Service only on the PFM Service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the PFM Service technology, including, any Java applets associated with the PFM Service.

3. **CONTENT YOU PROVIDE –** You hereby grant to the Financial Institution and its service providers, including Central 1 and Yodlee Inc. (collectively, "Service Providers") a license to use any information, data, passwords, materials or other content (collectively, "Your Content") that you provide through or to the PFM Service for the following purposes:

   a) to provide the PFM Service to you;

   b) to provide you with access to Your Content through other similar services provided by Yodlee Inc. to other financial institutions; and

   c) to provide those other financial institutions with information regarding all of the accounts that you have registered with the PFM Service so that they may use the information to provide or offer additional or complementary services to you (collectively, the "Permitted Purposes").

   The Financial Institution and Service Providers may use, modify, display, distribute and create new material using Your Content for the Permitted Purposes. By submitting Your Content, you automatically agree, or promise that the owner of Your Content has expressly agreed, that, without any particular time limit and without the payment of any fees, the Financial Institution and Service Providers may use Your Content for the Permitted Purposes. As between the Financial Institution and Service Providers, the Financial Institution owns your confidential account information.

SCHEDULE I — MANDATORY PROVISIONS FOR CUSTOMER AGREEMENT (CONTINUED)

4. **THIRD PARTY ACCOUNTS –** By linking an External Account to the PFM Service, you authorize the Financial Institution and Service Providers, on your behalf, to access the applicable Third Party site to register the account for use by you in connection with the PFM Service and to retrieve data regarding the account for use by you as part of the PFM Service.

   For the foregoing purposes, you hereby grant to the Financial Institution and Service Providers a limited power of attorney, and you hereby appoint each of the Financial Institution and Service Providers as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access Third Party sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN THE FINANCIAL INSTITUTION OR SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM A THIRD PARTY SITE, THE FINANCIAL INSTITUTION AND SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY THAT OWNS OR OPERATES THE THIRD PARTY SITE. You agree that Third Party account providers and site operators will be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the PFM Service is not endorsed or sponsored by any Third Party account providers accessible through the PFM Service.

5. **DISCLAIMER OF WARRANTIES –** YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

   - YOUR USE OF THE PFM SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE PFM SERVICE IS AT YOUR SOLE RISK. THE PFM SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE FINANCIAL INSTITUTION AND SERVICE PROVIDERS EACH EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE PFM SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE PFM SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
   - THE FINANCIAL INSTITUTION AND SERVICE PROVIDERS MAKE NO WARRANTY THAT:
     - I) THE PFM SERVICE WILL MEET YOUR REQUIREMENTS;
     - II) THE PFM SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE;
     - III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PFM SERVICE WILL BE ACCURATE OR RELIABLE;
     - IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PFM SERVICE WILL MEET YOUR EXPECTATIONS; OR
     - V) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.
   - ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PFM SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE FINANCIAL INSTITUTION OR A SERVICE PROVIDER THROUGH OR FROM THE PFM SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

6. **LIMITATION OF LIABILITY –** YOU AGREE THAT NEITHER THE FINANCIAL INSTITUTION NOR ANY SERVICE PROVIDER NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY LOSS, DAMAGE OR OTHER HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF THE FINANCIAL INSTITUTION OR THE SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM:

   I) THE USE OR THE INABILITY TO USE THE PFM SERVICE;

   II) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES;

   III) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE PFM SERVICE;

   IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;

   V) STATEMENTS OR CONDUCT OF ANYONE ON THE PFM SERVICE;

   VI) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF THE FINANCIAL INSTITUTION OR THE SERVICE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR

   VII) ANY OTHER MATTER RELATING TO THE PFM SERVICE.

7. **INDEMNIFICATION –** You agree to protect and fully compensate the Financial Institution and each Service Provider and their affiliates from any and all Third Party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney’s fees) caused by or arising from your use of the PFM Service, your violation of these terms or any infringement, by you or any other user of your account, of any intellectual property or other right of anyone.

8. **YODLEE –** You agree that each Service Provider is a Third Party Beneficiary of the above provisions, with all rights to enforce such provisions as if the Service Provider were a party to this Agreement.