

Business Account Operating Agreement

Introduction and Definitions

In exchange for the Bank permitting the Business to open and operate any and all Accounts with the Bank, the Business agrees that it shall be subject to the following terms and conditions.

When used in this agreement, the “Business” means the business entity that applied for the Account and signed the Account Application (the “Application”) and the “Bank” means Manulife Bank of Canada. The words “Access Number” mean the number provided to me by Manulife Bank for internet and telephone banking purposes.

In this agreement, the expression “the Account” or “the Business’ Account” refers to any and all deposit, line of credit, \$US, Guaranteed Investment Certificate or Term Deposit accounts, including Access Numbers, the Business has with Manulife Bank. The word “Agreement” means the Account Operating Agreement including the Access Number Agreement and the Funds Transfer Agreement.

A. General Account Terms (applicable to all accounts)

1. Service Charges

The Bank may levy a service charge (the “Service Charges”) against the Business Account for the operation of the Account and may debit the Account from time to time with the amount of such charge. If any of these charges are changed or a new charge is introduced, the Bank will provide the Business with at least thirty (30) days prior notice of the change or addition.

2. Bank’s Right to Set Off Debts

Notwithstanding section 32(a) (Verification of Account), if the Business owes the Bank any debt or liability, it agrees that the Bank may charge such amount against any positive balance in the Account, in any manner the Bank deems appropriate and without any further notice to the Business.

3. Account Restriction

The Business agrees that the Bank may restrict access to the Account if the Bank has reason to believe that unauthorized or fraudulent activity is occurring on the Account.

4. Authorized Signing Officer(s)

Those persons named in the Application or for corporate accounts those persons named in the Corporate Resolutions provided to the Bank is/are authorized to undertake the following activities, subject to the conditions herein:

- a) to sign, endorse, make, draw, and/or accept all cheques, promissory notes, bills of exchange or other negotiable instruments, any orders for payment, debits or money, including orders or directions in informal or letter form, any contracts for letters of credit, bankers’ acceptances or forward exchange documents, security agreements and generally all instruments or documents for the purpose of binding or obligating the Business in any way in connection with the Account and transactions with the Bank whether or not an overdraft is thereby created and, instruments, and documents so signed shall be binding upon the Business;
- b) to receive from the Bank, and where applicable provide receipt for, all statements of account, passbooks, cheques and other debit vouchers, unpaid and unaccepted bills of exchange and other negotiable instruments and to delegate such authority to one or more other persons;
- c) to borrow money from the Bank upon the credit of the Business in such amounts and on such terms as may be deemed expedient by obtaining loans or advances or by way of overdraft or otherwise; and
- d) to negotiate with, deposit or transfer to the Bank (but for the credit of the Account only) any and all money, cheques, promissory notes, bills of exchange or other negotiable instruments, and orders for the payment of money and for the said purpose to draw, make, sign, endorse (by rubber stamp or otherwise) any and all of the foregoing, and every such signature or stamping shall be binding on the Business.

5. Type of Business

a) Sole Proprietorship

If the Business is a sole proprietorship, the sole proprietor signing the Application certifies that he/she carries on business under the name of the sole proprietorship indicated on the Application. The sole proprietor acknowledges and agrees that he/she will be liable and responsible to

the Bank for all transactions entered into or to be entered into with the Bank and for every promissory note, bill of exchange, debit, draft, cheque, receipt or instrument made, drawn, accepted, endorsed (by rubber stamp or otherwise) or signed by the sole proprietor or by his/her duly constituted attorney. The sole proprietor hereby authorizes the Bank to use his/her social insurance number for the purpose of tax reporting and administering the Account. In addition, every reference to the “Business” in the Application and in this agreement shall mean the sole proprietor.

b) Partnerships and Corporations

The Business certifies that there are no provisions in the constating documents, by-laws, unanimous shareholders agreement, partnership agreements, or documents governing the formation and governance of the Business or any other agreement, document or instrument to which the Business is bound which restrict, limit or regulate in any way the powers of the Business, or the powers of the representatives on behalf of the Business, to do any of the acts and execute any of the documents referred to in the Application and in this agreement, as such may be amended from time to time by the Bank.

6. Use of Agents

The Bank may use the services of any bank or agent as it may deem advisable in connection with the banking business of the Business. Such bank or agent is deemed to be the agent of the Business and the Bank will not, in any circumstances, be responsible or liable to the Business by reason of any act or omission of such bank or agent, however caused, in the performance of such services or by reason of the loss, theft, destruction or delayed delivery of any Instrument while in transit to or from, or in the possession of, such bank or agent.

7. Personal Information Statement

In this Statement, “you” and “your” refer to the applicant(s) or co-applicant(s) who is (are) the account holder(s). “We”, “us”, “our” and “the Bank” refer to The Manulife Bank of Canada and its related affiliates.

Updates to this Statement and further information about our privacy practices are posted to www.manulifebank.ca.

We collect, use, verify and disclose your personal information for identified purposes, and only with your consent, or as permitted or required by law. By signing the application, you give your consent for us to collect, use, and disclose your personal information, as set out in this Personal Information Statement. Any alterations to the consent must be agreed to in writing by the Bank.

What personal information do we collect?

Depending on the product you have applied for, we collect specific personal information about you such as:

- Identifying information such as your name, address, telephone number(s), email address, your date of birth, occupation, driver’s licence, passport number or your Social Insurance Number (SIN)
- Information about how you use our products and services, and information about your preferences, demographics, and interests
- Other personal information we may require to administer our business relationship with you

We use fair and lawful means to collect your personal information.

Where do we collect your personal information from?

- Your completed applications and forms
- Other interactions between you and the Bank
- Other sources, such as:
 - Your advisor or authorized representative(s)
 - Third parties with whom we deal in issuing and administering your account now, and in the future
 - Your employer or credit reporting agencies
 - Public sources, such as government agencies, and internet sites

What do we use your personal information for?

We will use your personal information to:

- Help us properly administer the products and services that we provide and to manage our relationship with you
- Confirm your identity and the accuracy of the information you provide

- Evaluate your application, and determine the suitability of our product(s) for you
- Comply with legal and regulatory requirements
- Support and maintain the accuracy and integrity of the credit reporting system
- Understand more about you and how you like to do business with us
- Analyze data to help us make decisions and understand our customers better so we can improve the products and services we provide
- Determine your eligibility for, and provide you with details of, other products or services that may be of interest to you offered by us or our affiliates or select third parties. These could include securities, insurance products, loan and investment products, credit products and reward programs.

Who do we disclose your personal information to?

- Persons, financial institutions and other parties with whom we deal in issuing and administering your account now, and in the future
- Authorized employees, agents and representatives
- Your advisor and any agency which has entered into an agreement with us and has supervisory authority, directly or indirectly, over your advisor, and their employees
- Any person or organization to whom you gave consent
- Other institutions that may have granted you credit, credit bureaus and personal information agents with respect to your credit or financial history
- People who are legally authorized to view your personal information
- Service providers who require this information to perform their services for us (for example, data processing, programming, data storage, market research, printing and distribution services and investigative agencies)

The abovementioned people, organizations and service providers are both within Canada and jurisdictions outside Canada, and would therefore be subject to the laws of those jurisdictions.

Where personal information is provided to our service providers, we require them to protect the information in a manner that is consistent with our privacy policies and practices.

How long do we keep your information?

The longer of:

- the time period required by law and by guidelines set for by the financial services industry, and
- the time period required to administer the products and services we provide.

Withdrawing your consent

You may withdraw your consent for us to use your SIN or Business Number, if applicable, for non-tax administration purposes. You may also withdraw your consent for us to use your personal information to provide you with other service or product offerings, excluding those mailed with your statements.

You may not withdraw your consent for us to collect, use, retain or disclose personal information we need to issue or administer the account unless federal or provincial laws give you this right. If you do so, an account may not be issued and we may treat your withdrawal of consent as a request to terminate the account.

If you wish to withdraw your consent, phone the Bank's customer care centre at 1-877-765-2265, or write to the Privacy Officer at the address below.

Accuracy and Access

You will notify us of any change to your contact information. You have the right to access and verify your personal information maintained in our files, and to request any factually inaccurate personal information be corrected, if appropriate. Much of your information is available to you online by accessing your account via the Internet at <https://client.manulifebank.com/MBCClientUI>. If you have a question, a concern, wish to receive more information about parties who have access to your information or about our privacy policies and procedures, and/or wish to review your personal information in our files or correct any inaccuracies, you may send a written request to:

Manulife Bank of Canada

**Privacy Officer
500 King Street N
Waterloo, ON N2J 4C6**

Privacy_office_canadian_division@manulife.com

Please note the security of email communication cannot be guaranteed. Do not send us information of a private or confidential nature by email. By contacting us via email you are authorizing us to communicate with you by email.

8. Amendment

The Bank may, from time to time, at its discretion, amend this Agreement by giving the Business 30 days prior notice in writing. The current version of this Agreement may be obtained at any time at manulifebank.ca or by calling us during regular business hours at 1-877-765-2265.

9. Giving Notice

Any notice, including without limitation, a notice of amendment or any demand or other communication referred to in this Agreement may be forwarded to the Business by personal delivery, courier, by prepaid ordinary, registered, or certified mail or included in a monthly statement, or by email or any other electronic communication mode that the Business and the Bank agree to use, at the last known address of the Business as shown in the Bank's records. The Business agrees that it shall be deemed that they have received the same on the date of delivery, if personally delivered or if delivered by courier or on the fourth (4) day after mailing by prepaid ordinary, registered, or certified mail, even if the Business does not actually receive it.

10. Electronic Communication

An electronic communication includes any communication by telephone, facsimile, wire, or e-mail. The Business agrees that the Bank is irrevocably authorized to act in accordance with, and to rely on, any instructions, information or correspondence transmitted by electronic communication by, or in the name of, the Business where the communication is sent by an individual purporting to be an authorized signing officer. If a facsimile is received, the Bank will act on a signature purporting to be the signature of the authorized signing officer(s). If the Business requests, the Bank will forward copies of any statements, instruments or other documents by facsimile or other electronic transmission to the number or address provided by the Business from time to time, even though such electronic communication may not be considered "secure". The Business will be deemed to have received the electronic communication on the day and time recorded by a fax machine of the Bank or on the day recorded by the server of the Bank for email.

The Business agrees that any records regarding any electronic communication will be admissible in any legal, administrative or other proceeding as if such records were the original written documents. The Bank's records will be conclusive as to the information contained in such electronic communications.

11. Request for Information or Documentation

The Bank may from time to time receive requests to provide information or documentation regarding the Business Account. The Business agrees that it will be responsible for any costs incurred by the Bank in order to comply with any warrants, subpoenas, court orders, Canada Revenue Agency requests for information or other demands that the Bank is required by law to comply with and the Business authorizes the Bank to charge such costs to the Account.

12. Bank's Right to Close the Account

The Business understands that the Bank may close the Account and cancel this Agreement at any time, with reasonable notice to the Business. If at the time of closure the Account has a positive balance, the Bank shall deliver a cheque for the balance to the Business at the last known address, as shown in the Bank's records, (unless the Bank and the Business agree to a different method of payment). For \$US Accounts, the Bank shall initiate a funds transfer to the Other Financial Institution as shown in Manulife Bank's records for the balance. Thereafter the Bank shall be completely relieved of its obligations and liabilities under this Agreement. The Business understands that it is not relieved of its obligations and liabilities under this Agreement until the Business has paid all amounts owed to the Bank, including interest, service charges or costs associated with the Account.

13. Language (for Quebec residents only):

The Business hereby acknowledges having required that this agreement and all notices and documents relating thereto be drafted in English; l'entreprise reconnaît avoir exigé que la présente convention ainsi que tous les avis et documents s'y rapportant soient rédigés en anglais.

14. Complaint Handling Procedures

If the Business has any questions or concerns about the products, services or the Bank's representatives, the Business may contact the Bank at: 1-877-765 2265. If after speaking to Manulife Bank staff the complaint is not resolved to the Business' satisfaction, it may ask to speak with the manager of the department. If the Business is still dissatisfied with the manager's response, it may ask to have its concerns referred to senior management for an additional review. If after speaking to the staff and management the problem is not resolved to the Business' satisfaction, the Business may write to:

Office of the Ombudsman
Manulife Bank of Canada
500 King Street North
PO BOX 1602 STN WATERLOO
WATERLOO ON N2J 4C6

If the Business is not fully satisfied with the Bank Ombudsman's response, the Business has the following recourse available to it:

The Ombudsman for Banking Services and Investments

The Ombudsman for Banking Services and Investments (OBSI) is part of the Financial Services OmbudsNetwork (FSON), which is a national industry-based dispute resolution system for consumers of financial services. The OBSI deals with concerns about banking and securities investment products and services that have not been resolved through the company's dispute resolution system. Toll free telephone number: 1-888-451-4519 or from Toronto (416) 287-2877.

The Financial Consumer Agency of Canada

The Financial Consumer Agency of Canada (FCAC) supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws.

If the Business has a complaint about a consumer provision, the Business may contact the FCAC, in writing at:

The Financial Consumer Agency of Canada
427 Laurier Avenue West, 6th Floor
Ottawa, Ontario K1R 1B9
By telephone: 1-866-461-3222
FCAC website: <https://www.canada.ca/en/financial-consumer-agency.html>

15. General Provisions

- This Agreement shall remain in full force and effect until terminated by written notice signed on behalf of the Business and filed with the Bank at each branch where an Account of the Business shall be kept.
- This Agreement shall be binding upon the successors and legal representatives of the Business and on the Bank in respect of all transactions in the name of the Business.
- This agreement shall be governed by and construed in accordance with the laws of the Province or Territory as set out in the Application as the Business' head office address.

Access Numbers Agreement

16. Access Number

An Access Number may be issued by the Bank to the Business. The Business is solely responsible for determining who is authorized to use the Access Number and receive the Business' password. If an Access Number is issued by the Bank to the Business, the Business agrees to the following terms with respect to the use of an Access Number and to all the other terms of this Agreement as they may apply. Any director, partner, officer/member, owner or employee of the Business who has access to or control of and uses any passwords, codes or an Access Number relating to any account held with the Bank is hereby authorized for and on behalf of the Business to engage such services with respect to the Account.

17. Security of Access Number and Password

The Business is solely responsible for its password security. The password must be kept confidential between the Business and the Bank. The Business agrees to take reasonable steps to ensure that in the event that the Access Number is lost or stolen, the finder or thief will not also obtain the password. The Business authorizes the Bank to accept and the Business agrees to be

responsible for all instructions given using the Business' Account number, Access Number and password. The Bank will not be liable to the Business for any loss or claim arising out of the Bank relying on verbal or electronic instructions purporting to be the Business' instructions unless and until the Business has notified the Bank of a stolen/lost Access Number in accordance with section entitled "Lost or Stolen Numbers".

18. Credit Advances

The Business may use the Access Number to access an existing line of credit product with the Bank. The Business is obligated for credit advances obtained by the use of the Access Number in accordance with any line of credit agreement entered into with the Bank.

19. Transaction Verification

Any transaction generated by use of the Access Number is not completed until the Bank has verified and processed the transaction in its records according to its usual banking practice, regardless of any confirmation produced at the time of transaction. The Business will verify each transaction upon receipt of its Account statement and notify the Bank in writing of any errors, irregularities or omissions as set out in the section entitled "Verification of Account" below.

20. Liability

The Bank makes no claims or warranties with respect to the equipment or the system used for electronic banking, and the Bank shall not be liable for any failure or malfunction of the equipment or the system, except as specifically provided by law or by the Canadian Code of Practice for Electronic Transaction Services (the "Code"). The Business will be liable for all authorized uses of the Access Number, for any errors made when using the Access Number and for any unauthorized use of the Access Number to which the Business has contributed. The Business contributes to an unauthorized use of the Access Number when:

- The Business fails to notify Manulife Bank as soon as they become aware that the Access Number has been lost or stolen,
- The Business keeps a poorly disguised password in close proximity to the Access Number,
- The Business voluntarily discloses their password, which includes the use of an easily guessed password such as the name of the Business, telephone number, or sequential series such as "1234", or
- any other circumstances described in the Code.

The Business agrees to exercise safe security practices when using its Access Number when accessing Electronic Transaction Services. This includes, but is not limited to, complying with any security measures as may be recommended by its service provider relating to requirements for encryption technology, virus scanning software, a firewall system, anti-spyware software or any similar safeguards to maintain the security of the Electronic Transaction Services.

21. Lost or Stolen Numbers

The Business will notify the Bank immediately by telephone or in writing of the loss, theft or any unauthorized use of the Access Number and password. The Business will contact Manulife Bank by telephone at 1-877-765-2265 or in writing at 500 King Street North, 500 M-A, PO BOX 1602 STN WATERLOO, WATERLOO ON N2J 4C6. The Business' liability will cease only when notice of loss, theft or unauthorized use is received by the Bank.

22. Limits and Fees

The Bank has the right to limit the frequency or amounts of withdrawals or to impose fees for Access Numbers or transactions or to change its policies regarding these matters at any time without amending this agreement and the Business authorizes the Bank to charge its Account as indicated when the Access Number is used.

23. Termination

The Access Number is the property of the Bank, which may revoke, limit or suspend its use, or issue a new number at any time. In that event, any transactions processed prior to the receipt of notice of cancellation shall be bound by this agreement.

24. Dispute Resolution

In the event of a problem with the Access Number transaction the Business will first attempt to resolve the problem with Manulife Bank.

Any other dispute the Business has regarding the services provided by this Agreement will normally be resolved within 30 business days after Manulife Bank is notified in writing of the dispute. If a dispute cannot be resolved within this time, then the Business will follow the complaint handling process as outlined in the section in this Agreement entitled "Complaint Handling Procedures".

B. Terms that Apply to Deposit, \$US and Line of Credit Accounts Only (in addition to the General Account Terms above)

25. \$US Accounts

Notwithstanding anything else in this Agreement, the Business acknowledges that \$US Accounts do not include certain features and services, including ABM Access Cards or ABM access, cheque writing privileges, overdraft protection, direct deposit, pre-authorized payments or bill payment services and that any and all references to such features and services in this Agreement apply to Canadian dollar deposit accounts only. Without limiting the generality of the preceding sentence, the sections in this Agreement entitled "Overdraft Agreement" and "Stop Payments" do not apply to \$US Accounts. The Business understands and acknowledges that deposits in the \$US Account do not constitute deposits that are insured under the Canada Deposit Insurance Corporation Act.

26. Nature of Account

The Account will be used for investment purposes and is not a regular business operating account. The Business understands that the Bank reserves the right to close the Account should there be any misuse by the Business.

27. Debits to Account

The Bank is authorized without inquiry to honour and to pay any and all cheques, debits or other instruments duly signed for the Business by the Authorized Signing Officer(s), drawn or paid to the individual order of any person signing the same, whether encashed, tendered in payment of the person's obligation, deposited to the credit of such person or paid by an Automated Banking Machine ("ABM") withdrawal and the Bank is held harmless and indemnified by reason of such action.

The Bank may establish procedures to permit access to the Account by the Business through any medium offered from time to time by the Bank. All transactions by telephone, computer or other means (whether electronic or otherwise) will have the same legal effect as if authorized by written instructions of the Business. The Business agrees to comply with such limits and conditions for such access as may be required by the Bank from time to time.

28. Credits to Account

The Business can deposit funds to the Account by mail, direct deposit, electronic transfer, or any other method acceptable to the Bank. The Bank may credit to the Account deposits made by another person on behalf of the Business. All instruments deposited must be payable to the Business. The Business authorizes the Bank to endorse in the name of the Business any instrument deposited without endorsement. This endorsement will be deemed to be made by the Business.

29. Interest Rates

The Bank may change its interest rates from time to time and interest rate changes will be posted on its website and telephone banking system. Current interest rates may be obtained at any time at manulifebank.ca or during regular business hours at 1-877-765-2265.

30. Hold Funds Policy

All deposits made to the Account may be subject to a hold. These deposits can be, but are not limited to, a cheque deposited to the Account or an Electronic Funds Transfer. If the deposit is subject to a hold, the full amount of the deposit will be credited to the Account immediately; however, the Business will not be able to access the funds being held for any purpose, including to honour any cheques or pre-authorized payments, until the conclusion of the "hold period".

The duration of the hold period will be for the following number of business days:

| | Minimum | Maximum |
|---|---------|---------|
| Cheques or Electronic Funds Transfers drawn on another Canadian Financial Institution | | |
| • less than or equal to \$1500.00 | 2 | 5 |
| • greater than \$1500.00 | 2 | 8 |
| Cheques or other instruments drawn on an American Financial Institution | 15 | 30 |
| Cheques or other Instruments drawn on Other Foreign Financial Institutions | 30 | 45 |

The Business understands that the maximum hold period may not apply where there is a material increased credit risk or in exceptional

circumstances, including but not limited to where (i) Manulife Bank has reasonable grounds to believe there may be illegal, fraudulent or improper activity in relation to an account; (ii) an account has been open for less than 90 days; (iii) the deposited cheque has been endorsed more than once; or (iv) the deposited cheque is considered stale-dated (after six months).

The Bank may also accept deposits from the Business on a "collection-only" basis, in which case the Business agrees that the funds will not be credited to the Account until the Bank receives payment from the other financial institution.

31. Returned Instruments

If an instrument is returned to the Bank unpaid, the Business authorizes the Bank to reverse the credit (and any interest paid on that credit) to the Account. If the instrument is in a different currency than the currency of the Account, the Business authorizes the Bank to debit the account for any cost or loss associated with the currency exchange on the unpaid instrument.

32. Verification of Account

- a) Statements: If the Business elects to receive written statements of account the Business shall notify the Bank in writing of any errors, irregularities or omissions within thirty (30) days of the mailing of a statement and at the expiration of the said thirty (30) days (except as to any errors, irregularities or omissions of which the Bank has been so notified) it shall be conclusively deemed as between the Bank and the Business that such statement and the amount of the balance shown is correct.
- b) Other Verification: Where a periodic Account statement is not provided to the Business, the Business has thirty (30) days following the date on which any debit or credit is posted to the Account by the Bank within which to notify the Bank of any error, irregularity or omission in respect of such posting or the amount thereof; and at the expiration of the said thirty (30) days (except as to any errors, irregularities or omissions of which the Bank has been so notified) it shall be conclusively deemed as between the Bank and the Business that such posting and the amount is correct.
- c) The Business agrees that it is responsible for all use of the Account, including forgery or material alteration of its cheques, and that Manulife Bank has no responsibility for such use, unless the Business can show that it took reasonable care to protect its cheques, where applicable, and that the Business examined the Account statement and notified Manulife Bank of the unauthorized use of the cheques or Account within the verification timeline outlined above.

33. Stop Payments

The Business can ask the Bank to stop payment of a cheque or pre-authorized payment drawn on the Business Account, provided it has not already been paid from the Account. The Business agrees that in order for the Bank to process a stop payment it must provide the exact amount and date of the item, the payee, the full account number on which it is drawn and the cheque number (if applicable). The Business acknowledges that if the information provided is incorrect, if the payment is final and irrevocable or if the Business does not give the Bank sufficient time to process the stop payment request, the Bank will not be able to stop the payment. The ability to request stop payments is not a contractual or legal right. The Business agrees that the Bank will not be responsible for any loss that might occur as a result of the Bank's failure to process a stop payment.

34. Encoded Cheques

The Business will draw encoded cheques only on the Account for which the cheques are encoded. The Bank will not be liable in any circumstances, for any loss or damage arising from the wrongful acceptance of a cheque, or wrongful refusal by the Bank to honour a cheque, drawn by the Business on an account other than the account for which the cheque is encoded.

35. Foreign Currency Transactions

Foreign currency transactions will be converted to Canadian dollars at an exchange rate determined by the Bank or the Bank's third party service provider on a date determined by the Bank and may not be the same date as the service was requested. If a foreign currency transaction is reversed from the Account for any reason, the Business accepts responsibility for any loss or costs associated with the currency exchange and authorizes the Bank to debit such charge from the Account.

36. Dormant Accounts

The Business understands that the Account will be marked as inactive if no activity (withdrawal, deposit or online transaction, initiated by the Business) occurs in the Account for a period of one year. Notification will be sent to the last known address of the Business, as shown in the Bank's records, in the second, fifth and ninth year of inactivity. The Bank may charge dormant account fees to the Account and if there are insufficient funds to cover such

fees, the Business authorizes the Bank to close the Account without notice. If the Business has not contacted the Bank within ten years from the date that the Account was marked as inactive, the Account will be designated as abandoned. The Business understands that, in accordance with federal law, if the Account has been designated as abandoned, the Bank will transfer the Account balance to the Bank of Canada and it will be the responsibility of the Business to file a claim with the Bank of Canada to obtain the balance.

37. Waiver of Protest

The Business waives in favour of the Bank presentment, notice of dishonour and protest of all bills of exchange, promissory notes, cheques, orders for payment of money, securities, coupons, notes (all or any of which are hereinafter collectively or separately referred to as "Instruments" or "Instrument" as the case may be) drawn, made, accepted or endorsed by the Business and now or hereafter delivered to the Bank at any of its branches or agencies for any purpose. The Business shall remain liable to the Bank as if presentment, notice of dishonour and protest had been duly made or given. Provided that the Bank may note or protest any Instrument because of any endorsement other than that of the Business or the Bank or for other reason if the Bank, in its discretion, considers it in the best interest of the Business or the Bank. The Bank will not, in any circumstances, be responsible or liable for failure or omission to note or protest any Instrument.

38. Funds Transfer Pre-Authorized Debit (PAD) Agreement

The Business authorizes the Bank to process funds transfers as provided in the Application, subject to the following terms:

- a) The Bank may debit or credit the Account(s) named in the Application with the Bank and the other accounts (the "Other Account(s)") held by the Business with the named other financial institutions in the Application (the "Other Financial Institution(s)") when transferring funds between them, subject to such limits and conditions as are required by the Bank and by the Other Financial Institution(s).
- b) Authorization is provided for the benefit of the Bank and the Other Financial Institution(s) named on the Application and is provided in consideration of the Bank and the Other Financial Institutions agreeing to process funds transfers against the Business Account(s), in accordance with the rules of Payments Canada.
- c) In order to authorize the Bank to arrange electronic funds transfers or to vary or cancel an existing authorization, the Business will contact the Bank by telephone, personal computer or other electronic device as permitted by the Bank. The Business needs a password or code to initiate and authorize such transfers or changes, which the Business shall provide to the Bank. By using this password or code, and initiating a funds transfer or change, the Business acknowledges that it is authorizing the Bank to transfer funds between the Business Account(s) and the Other Account(s) at the Other Financial Institution(s), as specified by the Business or to cancel or vary an authorization as may be applicable.
- d) The funds transfer may be cancelled provided notice is received five (5) business days before the next scheduled funds transfer. A sample cancellation form, or further information on the Business' right to cancel the funds transfer is available from Manulife Bank or by visiting www.payments.ca. Revocation of this authorization does not terminate any contract for goods or services exchanged.
- e) The Business acknowledges that provision and delivery of this Funds Transfer Agreement to the Bank constitutes delivery by the Business to the Other Financial Institutions. Any delivery of this Funds Transfer Agreement to the Bank constitutes delivery by the Business. The Business acknowledges that the Other Financial Institutions are not required to verify that a funds transfer has been issued in accordance with the particulars of this Funds Transfer Agreement including, but not limited to, the amount. The Business acknowledges that an Other Financial Institution is not required to verify that any purpose of payment for which a funds transfer was issued, which is a debit on an Other Account, has been fulfilled by the Bank as a condition to honouring a funds transfer debit issued or caused to be issued by the Bank on the Other Account.
- f) Contact Information:

Manulife Bank of Canada
500 KING STREET NORTH
WATERLOO ON N2J 4C6
Tel: 1-877-765-2265

39. Overdraft

- a) At its discretion, the Bank may make overdraft protection available to the Business. If for any reason, including action by the Bank, there is an overdraft in the Business' Account, it is deemed to be a loan made to the Business. If the Bank allows the Business to overdraw the Account the Business is liable to the Bank for the overdraft and will pay the overdraft on demand, together with interest thereon at the interest rate charged by the Bank from time to time for overdrafts.
- b) The Bank may deduct from any other of the accounts the Business may have with the Bank the amount of any payment that the Business is obliged to make to the Bank under this section and credit the amount to the Account.

C. Terms that Apply to Guaranteed Investment Certificates and Term Deposits Only (in addition to the General Account Terms above)

40. Notice

The Business agrees that all confirmations, certificates and maturity notices will be sent to the Business at the last known address as shown in the Bank's records.

41. Early Redemption

The Business understands that Guaranteed Investment Certificates cannot be redeemed or any amount withdrawn prior to the maturity date of the investment. Short term deposits are redeemable prior to maturity but will incur a \$25.00 fee and no interest will be paid prior to 30 days. After 30 days, a fee of \$25.00 and an interest discount of 1.25% will apply.

42. Transfer of Investment

The Business agrees that Guaranteed Investment Certificates and Term Deposits are non-transferable and non-assignable.

43. Maturity Instructions

The Business understands that Manulife Bank will forward a maturity notice to the Business prior to the maturity date of the account for terms of more than 60 days. The maturity notice will confirm the maturity instructions provided on the original account application. If the Business wishes to change the original maturity instructions, the Business understands that it must contact the Bank at least 30 business days prior to the maturity date to provide new maturity instructions. The Business can do this by returning the maturity notice to the Bank by mail or fax, or by calling Manulife Bank at 1-877-765-2265. If maturity instructions were not provided on the original application and the Business does not contact the Bank at least one business day prior to maturity, the Business understands that the principal and interest amounts will be automatically reinvested for the same term at the current interest rate offered at that time. The Business understands that it may cancel the automatic reinvestment only by contacting the Bank within 10 business days of the date of the automatic reinvestment.

44. Interest

The Business acknowledges that the interest rate on its Guaranteed Investment Certificate and Term Deposit varies depending on the term and interest option selected. The Business understands and agrees that the Interest Rate indicated in section 7 of the Application will apply to its Guaranteed Investment Certificate and Term Deposit only if the Bank receives payment on or before the Issue Date. If payment is not received by the Bank on or before the Issue Date, the Business understands and agrees that it shall be required to amend the Application and the current interest rate offered at that time shall apply. Interest is calculated on the principal amount of the investment for the number of days in the term on the basis of 365/366 days. Interest will be paid to the Business based on the interest option selected in the original account application. If the Business has chosen to have interest paid to it, the Bank will forward the interest payments to the Business based on the instructions provided on the original account application. If the Business has chosen to have the interest paid at maturity, the final interest payment will be included with the principal and sent to the Business on the maturity date of the investment.