

AccèsD affaires Enrolment agreement

BETWEEN CAISSE POPULAIRE ALLIANCE LIMITÉE AND THE BUSINESS FIRM

WHEREAS Caisse populaire Alliance limitée (hereinafter referred to as “CPAL”) offers the AccèsD Affaires electronic commerce service (hereinafter referred to as the “ADA Service”) to its business firms that are members of CPAL, which is accessible from any equipment able to connect to any address or other Internet link of CPAL;

WHEREAS the ADA Service is a platform offering the Business Firm online access to several services and sub-services that CPAL may make available to the Business Firm from time to time (hereinafter referred as “Service” or collectively “Services”);

WHEREAS the Business Firm wishes to use the ADA Service in accordance with the terms of this Enrollment Agreement;

THE PARTIES HERETO AGREE AS FOLLOWS:

PART A — GENERAL

1. CPAL makes the ADA Service available to the Business Firm, subject to the terms and conditions stipulated below.
2. The use of the Services which the Business Firm enjoys from time to time is governed by the provisions of this Enrollment Agreement and the Business Firm agrees to comply therewith at all times.
3. The Business Firm adheres to all Services available through the ADA Service.
4. The Products the Business Firm enjoys (which are specified in the “Business File” of the Business Firm and may be changed from time to time) shall be accessible to the Business Firm as soon as it receives its User Code and Password.
5. The provisions set out in Part A apply to all the Products, subject to the specific provisions of this Enrollment Agreement and any specific agreement applicable to any service or sub-service.
6. The information contained in the reports, ledgers, vouchers or electronic representations thereof or other administrative documents of the Caisse where the account or folio is held shall have precedence over information obtained via the ADA Service.
7. All transactions or operations carried out via a Product is processed in accordance with the terms and conditions set out in the User Guide, FX Contracts Guide or other relevant guide, as applicable.
8. Access to a Product may be restricted or interrupted for maintenance purposes, when, in CPAL’s opinion, the situation so requires, or in connection with any other unforeseen circumstances, in each case without prior notice and without any liability to the Caisse.
9. The terms and conditions of this Enrollment Agreement, the Products, the User Guide and any other related documents, including the pricing of any of the Products, may be changed at any time by CPAL upon thirty (30) days’ prior written notice to the Business Firm to that effect. If the Business Firm fails to notify CPAL that it is terminating the Enrollment Agreement or any Service indicated in its Business File prior to the end of the notice period described above, the Business Firm is deemed to have accepted the amendments. In addition, CPAL reserves the right to withdraw, add or modify any of the Services accessible via the ADA Service.
10. CPAL also reserves the right to modify at any time any of the transactions to which the Products give access and the terms and conditions relating to each of them. Where the amendment limits the amount or quality of information to which the Products provide access, CPAL will inform the Business Firm within a reasonable time.

11. CPAL’s general covenants

- 11.1 CPAL shall allocate to the Primary Administrator a first User Code and Password allowing initial use of the ADA Service.
- 11.2 CPAL shall provide the Business Firm with i) the User Guide, its updates and any other related document, ii) the information and technical support required for the use of the Products and iii) an access to the ADA Service in compliance with safety standards comparable to industry best practices for a similar service.

12. Business Firm’s general covenants

- 12.1 The Business Firm shall abide by this Enrollment Agreement, as well as by the User Guide, the FX Contracts Guide, their respective appendix, any agreement specific to a Service and by any other additional document required by the Caisse.
- 12.2 The use of the ADA Service shall at all times be in conformity with the instructions, procedures and information included in the User Guide. The Business Firm undertakes, among other things, to read without delay the messages sent to it via the ADA Service mailbox.
- 12.3 All costs and expenses incurred by the Caisse as a result of the failure by the Business Firm to comply with any obligation under this Enrollment Agreement shall be borne by the Business Firm, which shall indemnify the Caisse from any proceedings, claims, losses or damages incurred in connection with this Enrollment Agreement.
- 12.4 The Business Firm shall inform the Users of the commitments and responsibilities devolved upon them by this Enrollment Agreement.
- 12.5 The Business Firm shall immediately advise CPAL, as the case may be, of any change, problem or irregularity in the operation of the ADA Service likely to prevent the Business Firm from meeting its obligations.
- 12.6 The ADA Service can only be used for legitimate business purposes and only to conclude transactions or operations that comply with all applicable legislation and regulation and incorporating documents of the Business Firm; no transaction or operation can be carried out via the ADA Service in violation of the obligations of the Business Firm towards the Caisse. The ADA Service cannot be used in a manner which would impair its security, integrity or efficiency.

- 12.7 The Business Firm shall obtain the prior consent of businesses affiliated to it and for which it wishes to have their account or folio numbers added to its Business File and shall submit to each such businesses a copy of this Enrollment Agreement and any other related documents and ensure that such businesses are bound by the terms of such documents.
- 12.8 The Caisse shall be promptly notified of any change in the contact information regarding the Business Firm or the Primary Administrator.
- 12.9 The Business Firm shall inform the Caisse (or itself change, as needed) any new Reference Number allocated to it by a Supplier or any new Supplier bank account number. In connection with the Can-Act government remittance sub-service, the Business Firm shall inform TELUS if there is any change in its contact information, in particular in its corporate name or the telephone number of the resource person to communicate with when required.

13. Security

- 13.1 Each User assigned a Password must modify it as soon as it first uses the ADA Service.
- 13.2 Any Password must be such that it cannot be easily discovered. It may not be disclosed to anyone, including an employee of the Caisse, nor stored so that it is readily available to a third party.
- 13.3 A User who suspects or detects any incident relating to the security or loss of the confidentiality of his data on the ADA Service platform or of a Password must, without delay, notify CPAL thereof and modify his Password.
- 13.4 The Business Firm is responsible for (i) any operation or transaction in contravention of any existing agreement or understanding between the Caisse and the Business Firm, (ii) any fraud in connection with its rights or (iii) any damage arising out of an operation or transaction with a Password that it would not have adequately preserved as confidential. To this end, the Business Firm must maintain its internal control and oversight activities in order to "prevent" frauds.
- 13.5 In order to ensure the security of the User and the confidentiality of the data relating to him, only a Primary Administrator or a Secondary Administrator may have its Password reactivated by CPAL, if applicable.
- 13.6 A Confirmation Number is proof that an operation or transaction completed by the Business Firm has been properly recorded, and the Caisse is not required to provide any further proof of operation or transaction, unless the Business Firm requests an operation or transaction statement or Confirmation Number to avoid or resolve a dispute.
- 13.7 The magnetic tape, or an equivalent information medium, on which the data relating to the operations or transactions carried out are recorded, constitutes a sufficient written evidence method in any legal proceedings and takes precedence over the data held by the Business Firm in respect of the operations or transactions carried out with the Products.
- 13.8 Certain transactions may be refused in connection with the enforcement of the security rules established by the Caisse pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* and other related laws and regulations.
- 13.9 Failing to comply with its obligations, the Business Firm relieves the Caisse from all liability and waives any recourse relating to entries in the statement of operations or transactions and/or account or folio and images of cheques, instruments and other documents or vouchers the regularity and accuracy of which will thereby be admitted, except for the subsequent discovery of an unauthorized endorsement in respect of the instruments issued by the Business Firm.

14. Fees

- 14.1 The Business Firm agrees to pay to the Caisse for the use of the Products the fees and taxes agreed on with the Caisse in its Business File as well as any other fee and tax that the Caisse might otherwise communicate to the Business Firm. Those amounts, as well as any other amount due pursuant to this Enrollment Agreement may be debited by the Caisse, as soon as they become payable, from the Canadian or US dollar chequing account of the Business Firm as set out in the Business File or as otherwise agreed between them.
- 14.2 Any fee displayed on the screen in connection with any Funds Transfer shall be assumed by the Business Firm, and may, in addition to any amount of a converted Funds Transfer, if any, be debited by the Caisse at the time a Confirmation Number is assigned to the operation or transaction concerned, directly to the account identified by the Business Firm in the Business File. In the case of a double-signature account, the fee is debited only when the second signatory confirms the operation or transaction by the security mechanism applicable to double-signature accounts.

15. Signing Authority

Assignment of Signing Authority

- 15.1 When the Assignment of Signing Authority option applies to the Business Firm as indicated in its Business File, a copy of the Signing Resolution of the Business Firm must be given to the Caisse as well as any modifications thereto, if any.
- 15.2 Prior to assigning signing authority to a User for a financial transaction or operation requiring two signatures as indicated in the Business File of the Business Firm, CPAL must confirm that the User in question appears in the Signing Resolution as an authorized person.
- 15.3 The Caisse shall not be held responsible for any assignment of signing authority that does not comply with the Signing Resolution if the Business Firm has not provided the Caisse with all modifications thereto in a timely manner, or for damages and losses caused to the Business Firm as of a result of transactions carried out by a User to whom such a right was not so assigned.

Functions of the Primary Administrator

- 15.4 The Primary Administrator designated by the Business Firm will be delegated all powers necessary to act in that capacity. The Primary Administrator is the sole representative of the Business Firm with the authority to create and modify the Business Firm is profile for the *Interac* e-Transfer service, which is necessary for the use of this service.
- 15.5 Subject to verifications conducted by the Caisse when the Assignment of Signing Authority option applies to the Business Firm as indicated in its Business File, the Business Firm shall be solely responsible:
 - (a) for access granted by the Primary Administrator and any Secondary Administrator for both the appointment of Users and the granting of authorized access; except where the Assignment of Signing Authority option applies to the Business Firm as indicated in its Business File, the Primary Administrator and any Secondary Administrator shall therefore be responsible for the creation of User accesses and for the allocation and administration of User Codes and Passwords; and
 - (b) for any transaction effected through any of the Services, notwithstanding any agreement regarding the operation of the accessible account(s) or folio(s), any resolution regarding operations, signatures or any other document of the same nature.

16. Limitation of liability

The Caisse may not be held liable to any person for any damage (whether direct, indirect, exemplary, punitive, special, consequential or incidental), whatever the cause (subject to any gross or intentional fault of the Caisse), which may arise, among other things, from (a) the use by the Business Firm of the Products or the information accessible therethrough, (b) access to the ADA Service's online platform or the inability of the Business Firm to access it, (c) any decision made by the Business Firm on the basis of information accessible via the Products, or (d) any unauthorized use of the Products, even if the Caisse is aware of the possibility that such damages may result from the use of the Products. The Business Firm assumes full responsibility for:

- (a) any event the cause of which is beyond the control of the Caisse;
- (b) any damage resulting from (i) its own negligence, its misuse, fraudulent or unauthorized use of the Products, (ii) any fraudulent act committed against it or (iii) operations or transactions made to a folio or account in a manner contrary to any folio or account agreement, transaction resolution or other similar document;
- (c) its connection to the Internet service, the related charges and any transaction or omission by its Internet service provider in connection with the preservation, transfer or processing of communications between the Business Firm and the Caisse;
- (d) any malfunction or impossibility to use the Products (including any direct or indirect damage resulting therefrom) attributable to the Business Firm's computer, electrical or telephone equipment or its Internet provider;
- (e) its failure to notify the Caisse of any change that could affect operations or transactions made with Products;
- (f) (i) the validity, accuracy and completeness of bank contact information, data, Reference Numbers or other supplier-related information (including a custom Supplier), organisation, payment (including a governmental remittance payment or statement) entered for the purpose of effecting a transaction under the Products, including where this results in an operation or transaction that is rejected or returned, not made or made in error, in a wrong account or to a wrong recipient or (ii) its failure to make the required updates or changes to any such information required for the proper performance of any of the Service (including any interest or fee claim from a supplier of products or services to the Business Firm);
- (g) any fees and other losses, direct or indirect, arising from the risk of foreign exchange fluctuations resulting from transactions with Services (including international services such as Funds Transfer, FX Contracts and Inter-currency Transfer), including through inverted or reversed transactions;
- (h) the content of any notice, note or other message attached to or accompanying an operation or transaction with the Products (including a Personal Note, a note accompanying an *Interac* e-Transfer or a Payment Notice), which shall never include (i) active links, (ii) confidential or sensitive information relating to the Business Firm (unless expressly required under the relevant Service) (iii) disrespectful, hateful, disgraceful, discriminatory language or language capable of damaging the reputation or image of the Caisse.

17. Superior force

In the event of superior force or for any situation beyond its control, the Caisse shall not be required to deliver any of the Products contemplated herein or may interrupt or restrict access to them for an indefinite period of time without prior notice or any further formality, without liability and shall not, in such circumstances, be liable for delays, damages, penalties, costs, expenses and other inconveniences the Business Firm may suffer.

18. Interpretation

- 18.1 Capitalized terms and expressions used herein shall have the meaning ascribed to them in Part C of this Enrollment Agreement or in the User Guide, as applicable.
- 18.2 The terms of any other agreement specific to a Service signed by the Business Firm form an integral part of the Enrollment Agreement and all the terms of the Enrollment Agreement shall continue to apply. In the event of inconsistency between the terms of the Enrollment Agreement and the terms of any other specific agreement, the stipulations of said specific agreement shall prevail. The provisions of this Enrollment Agreement nevertheless prevail over those of any other agreement between the Business Firm and the Caisse.
- 18.3 The parties hereto confirm that it is their wish that this agreement be drawn up in English only. Les parties aux présentes confirment qu'elles désirent que la présente convention soit rédigée uniquement en langue anglaise.

19. Amendments

- 19.1 Subject to Articles 9 and 10, no amendment to this Enrollment Agreement, any specific agreement relating to a Service or any other document shall come into force unless agreed in writing by the parties.
- 19.2 Any waiver relating to performance by any of the parties hereto shall be the subject of a written agreement between the parties.

20. Term and termination

- 20.1 This Enrollment Agreement shall become effective as of the date when the Business Firm notifies the Caisse that it accepts to be bound by it, in particular by signing the Enrollment Form or by its signature, although any party may terminate it on 30 days' prior written notice.
- 20.2 Notwithstanding the above and subject to its other rights and recourses, the Caisse may terminate this Enrollment Agreement, in whole or in part (a) without any prior notice or any further formality, in the case of the Business Firm's insolvency, the general assignment of its property, the filing of a proposal in bankruptcy, notice of intent, or the filing against the Business Firm of a petition in bankruptcy, or the appointment of a sequestrator, liquidator or trustee responsible for all or part of the Business Firm's business or (b) on reasonable notice in the event of the Business Firm's failure to comply with any of its obligations hereunder or under law.
- 20.3 The withdrawal of the ADA Service shall terminate all the Services from which the Business Firm benefits.
- 20.4 Any claims arising prior to the termination hereof is not affected thereby and the indemnification provisions shall remain in full force and effect with respect to any transaction or operation made before such termination.

21. Service of a third party

- 21.1 The Caisse may, at its discretion and without any further formality, assign all or part of the performance of contract, in all or in part, delivery of the referred to herein to subcontractors or other third-party agents, whom are liable for the same obligations and benefit from the same liability exemptions as the Caisse.
- 21.2 The Caisse, or any correspondent of the Caisse, as the case may be, also reserves the right, at its discretion and without further formality, to use the services of an Intermediary to effect any *Interac* e-Transfer or any Funds Transfer, in which case the Caisse (or its correspondent) may not be liable for any delay, transmission error or other cause beyond its control.

22. Assignment

The Business Firm shall not assign its rights under this Enrollment Agreement, without the prior written agreement of the Caisse.

23. Consent for disclosure

The Business Firm authorizes CPAL where it holds accounts and to which it wishes to access via the Products, if applicable, to disclose to CPAL from or with whom it has sought services or wishes to establish a business relationship, information regarding such accounts. It agrees to execute any document as may be required for such purpose.

24. General

- 24.1 This Enrollment Agreement shall be binding on the Business Firm and its successors and assigns and its obligations hereunder apply to all such persons or entities having access to the ADA Service.
- 24.2 Any notice required to be delivered (i) to the Caisse must be delivered at the head office unless otherwise indicated, and (ii) to the Business Firm, via the ADA Service messaging box or at its physical address indicated in the Business File. A notice is deemed to be received by the Business Firm upon its deposit in the ADA Service messaging box.
- 24.3 This Enrollment Agreement shall be governed by the laws in force in the province in which CPAL has its head office and the federal laws of Canada applicable in that province and any dispute concerning the interpretation or performance of the Agreement shall be submitted only to the courts of that province.

PARTIE B — PROVISIONS SPECIFIC TO THE SERVICES

1. Treasury service

- 1.1 A Business Firm holding a folio with two (2) signatures shall specify in its Business File the number of signatures required for transactions or operations conducted through this service.
- 1.2 The access to the Transfer sub-service granted to a User automatically gives this person access to the Cash Advance sub-service of a line of credit account opened in a Caisse in order to carry out a transfer to another account registered in the Business Firm's Business File.
- 1.3 Where the Business Firm has access in the Bank Confirmation sub-service, it agrees to have all the folios and accounts it holds, both at CPAL, shown on the bank confirmation statement, regardless of whether they are integrated in its Business File and accessible via the ADA Service.
- 1.4 The accuracy of transactions or operations conducted through this service is subject to verifications, the Caisse being authorized to carry out any rectification in the accounts linked to this service, in case of inaccuracy or error, within ten (10) Business Days of such transactions or operations.
- 1.5 The Business Firm shall be deemed to have accepted and found accurate and valid the information shown in the statements issued for the accounts or folios to which this service gives access, at the time they are made available to it, whether they are issued periodically by the Caisse or made accessible online, unless it notifies the Caisse in writing of an error within (a) thirty (30) days of the date the statement is issued if it is delivered in paper format or (b) thirty (30) days of the date the statement is made available if the Business Firm has enrolled in the online account or folio statement.
- 1.6 Where applicable, the Business Firm acknowledges that the Stop Payment sub-service shall be subject to the terms and conditions set out in the User Guide. Furthermore:
 - (a) the Business Firm agrees, as applicable, that stop payment fees shall be debited from the account on which a cheque or pre-authorized payment is drawn, and understands that if the account balance is insufficient to cover these fees, the stop payment will not be made;
 - (b) the Business Firm releases the Caisse from any liability it might incur by refusing to honour cheques or pre-authorized payments on which the Business Firm has placed a stop payment order;
 - (c) the Business Firm acknowledges that the Caisse shall not be held liable in the event payment is made despite a stop payment order placed via the ADA Service, unless payment results from gross negligence on the part of the Caisse; and
 - (d) for pre-authorized payments, these terms of use in no way affect the cancellation rules applicable to pre-authorized debits made in compliance with Payments Canada Rule H1. The Business Firm must refer to the Payor's PAD Agreement entered into with the product and service provider for more information on its rights or visit www.payments.ca/.
- 1.7 Where the Business Firm has access in the statement and cheque image viewing sub-service, the statement of its transactions and electronic representations of its cheques shall be posted periodically on the ADA Service.
- 1.8 The Business Firm is responsible for verifying via the ADA Service, or on its cheque image statement, in accordance with the selected matching service (paper cheque images or online cheque image display), within thirty (30) days of their transmittal or posting, all transaction and/or account statements and all cheques, negotiable instruments and other documents or vouchers or electronic representations thereof, in order to make sure that no irregularity, error, omission, fraud or forgery is present, and in the case of any finding to the contrary, to notify the Caisse thereof in writing without delay and no later than the expiry of the thirty (30) day period.

2. Inter-currency Transfer service

- 2.1 The Inter-currency Transfer service applies to the folios indicated in the Business File. The exchange rate applicable to an Inter-currency Transfer shall be the exchange rate determined by CPAL in force at the time the User signs and confirms the operation or the transaction or, for an account requiring two signatures, upon confirmation of the transaction or operation by the second signatory.
- 2.2 For Inter-currency Transfers made before 8:00 a.m. and after 4:30 p.m. on Business Days and on Saturdays, Sundays and holidays, the applicable exchange rate shall be set by CPAL, at its sole discretion, based on the last available market price on the Business Day preceding or following the day on which the Inter-currency Transfer is made.
- 2.3 An Inter-currency Transfer can be cancelled only by an offsetting transaction or operation.

3. Bill Payment and Government Remittance services

- 3.1 For the Bill Payments service, excluding government remittances, the Business Firm shall have sixty-two (62) days following the date on which the bill payment transaction was carried out to submit a bill payment cancellation request. The Business Firm shall pay all charges relating to each bill payment cancellation request submitted based on the current rates in effect at the Caisse or according to the service agreement between it and the Caisse.
- 3.2 The charges related to any bill payment cancellation request shall be debited from the PCA chequing account belonging to the folio against which the payment was to be drawn.
- 3.3 The Government Remittance service is used to make remittances to the provincial and federal governments via the ADA Service and, in certain circumstances, via Can-Act (the "Can-Act Sub-service"), which is provided by TELUS, an external supplier of the Caisse. The Can-Act Sub-service shall be used in the situations described in the User Guide.
- 3.4 The Business Firm authorizes TELUS to debit its account identified with the Can-Act Sub-service during its use. The Business Firm shall ensure that there are sufficient funds in the account that will be debited by TELUS to cover the payment of government remittances. Payments must be made no later than the last Business Day before the government remittance due date.
- 3.5 Subject to compliance with the payment time limit in section 3.4 of this Part and notwithstanding the provisions of section 15 of Part A of the Enrollment Agreement, the government remittances made using the Can-Act Sub-service will be processed within twenty-four (24) to forty-eight (48) hours after they are entered.
- 3.6 For the purposes of section 3.5 of this Part, and notwithstanding the time limit provided in section 3.4 of this Part, when using the Can-Act Sub-service for transactions TPZ-1015.R14.1 (Deductions at source - Semi-monthly), TPZ 1015.R14.3 (Deductions at source - Monthly) and TPZ-1015. R14.4 (Deductions at source - Quarterly) whose due date falls on a Saturday, the Business Firm must enter remittances no later than Thursday at 11:59 p.m.

4. Personalized Bill Payment service

- 4.1 Any personalized bill payment transaction or operation, or any addition of a personalized supplier, notwithstanding any provision, resolution or document to the contrary, including any document concerning the accessible folios of the Business Firm, must be signed and confirmed by the Primary Administrator or any User duly authorized by the Primary Administrator to do so, in accordance with the security mechanism in force at CPAL.
- 4.2 According to system availability, personalized bill payments are processed (i) directly when intended for suppliers whose accounts are maintained with a Caisse or (ii) generally within two (2) Business Days when intended for Suppliers whose accounts are with a Canadian financial institution other than a Caisse.
- 4.3 A daily monetary limit, which may be modified by the Caisse at its discretion and without prior notice, applies to payments made using the Personalized Bill Payments service. The Business Firm shall be notified of the applicable limit when making a personalized Bill Payment but may have this limit changed by contacting CPAL.
- 4.4 Certain bill payments intended for specialized Suppliers whose accounts are with a Canadian financial institution other than a Caisse may be returned by such financial institution and that the Caisse shall not be liable for any such return.

5. Interac e-Transfer service

- 5.1 The Primary Administrator shall create the profile of the Business Firm prior to its first use of the *Interac* e-Transfer service.
- 5.2 *Interac* e-Transfers may be made only between persons with an e-mail address. A mobile phone number may in addition be used when making an *Interac* e-Transfer.
- 5.3 For any *Interac* e-Transfer, the Caisse may require that the Business Firm create a security question and its response and such answer should not be easily deduced or disclosed to anyone other than the *Interac* e-Transfer recipient in question. The Business Firm must otherwise ensure the confidentiality of an answer to a security question.
- 5.4 Any note or message attached to an e-Transfer may not under any circumstances be used as a means to communicate with the Caisse, which has no obligation to become acquainted with it.
- 5.5 An Intermediary may require from an *Interac* e-Transfer recipient fees related to carrying out the operation, which shall be deducted from the amount sent without the Caisse having control over such fees.
- 5.6 The Caisse shall in no event be held liable for damages, losses or other inconveniences that the Business Firm might suffer arising from the failure of a User to deposit the funds in the Business Firm's accounts.
- 5.7 Regardless of the processing time option selected for an *Interac* e-Transfer transaction or operation, processing delays may vary for reasons beyond the Caisse's control, and the Caisse cannot be held liable for any direct or indirect damages arising from any such delay.
- 5.8 The funds required to process and *Interac* e-Transfer are withdrawn from the Business Firm's account and upon initiation of the transfer, no interest shall be payable by the Caisse on such amount from such withdrawal.
- 5.9 The funds from an *Interac* e-Transfer which are not accepted by their recipient within the time specified in the User Guide shall be returned to the sender.
- 5.10 An *Interac* e-Transfer that has been accepted by its recipient cannot be cancelled.

6. International Funds Transfer service

- 6.1 Any International Funds Transfer transaction or operation (hereinafter referred to as "Funds Transfers"), notwithstanding any provision, resolution or document to the contrary, including any document concerning the accessible folios of the Business Firm, must be signed and confirmed by the Primary Administrator or any User duly authorized by the Primary Administrator to do so, in accordance with the security mechanism in force at CPAL.
- 6.2 Subject to the verifications carried out by the Caisse in cases where the Assignment of Signing Rights option applies to the Business Firm, the Business Firm is solely responsible for Funds Transfers made on an account using the Funds Transfer service.
- 6.3 The exchange rate applicable to a Funds Transfer shall be the exchange rate determined by CPAL based on the Business Firm's profile and in force either (i) at the time the User signs and confirms the operation or (ii) upon confirmation of the operation by the second signatory for an account subject to the mechanism established for double signature.

- 6.4 Notwithstanding section 6.7 below, before 8:00 a.m. and after 4:30 p.m. on Business Days and on Saturdays, Sundays and holidays, the exchange rate applied to Funds Transfers will be set by CPAL, at its sole discretion, based on the last available market price on the Foreign Exchange Business Day preceding or following the day on which the Funds Transfer is made.
- 6.5 Intermediaries may charge fees to a beneficiary and deduct such fees from the amount transferred, the Caisse having no control over such fees.
- 6.6 The Caisse has no control over the exchange rate applied by the financial institution of the beneficiary when it is required to convert currencies, and cannot be liable for any direct or indirect loss resulting therefrom.
- 6.7 The Funds Transfers shall be processed in accordance with the User Guide. A Funds Transfer not carried out on a Business Day shall be processed on the next Business Day.
- 6.8 Regardless of the option selected, processing delays for a Funds Transfer may vary for reasons beyond the Caisse's control, and the Caisse cannot be held liable for any direct or indirect damage or loss arising from any such delay.
- 6.9 If the amount of a Funds Transfer cannot be delivered to the recipient for reasons beyond the Caisse's or the Intermediaries' control, the funds may be returned by the recipient's bank.
- 6.10 Notwithstanding section 6.7 of this Part, a Funds Transfer for which a Confirmation Number has been issued is deemed to have been processed and sent and can only be cancelled or modified by a request submitted to the Caisse for a return of funds using the form provided for that purpose by the ADA Service. Any reimbursement to the Business Firm is contingent on (i) the Caisse receiving the funds that are returned and (ii) the payment by the Business Firm of any fees or charges relating to such transaction.
- 6.11 Any research request linked to a Funds Transfer must be submitted to the Caisse using the form designated for that purpose by the ADA Service, all fees related to this request being borne by the Business Firm.
- 6.12 In the circumstances set out in sections 6.8, 6.9 and 6.10 above for Funds Transfers changed or returned, the applicable exchange rate may differ from the rate initially used to carry out the Funds Transfer.
- 6.13 The cumulative amount of Funds Transfers made by the Business Firm through this service is subject to a daily limit equal to the lower of (i) the limit authorized by the destination country, (ii) the limit authorized by the Caisse's security services and (iii) the limit entered on the Business File. These limits may be changed without notice.

7. Foreign Exchange Contract (FX) service

- 7.1 Any Foreign Exchange Derivative Contract or Spot Foreign Exchange Contract shall be irrevocably entered into and irrevocable from the time the Business Firm is assigned a Confirmation Number in respect of such contract.
- 7.2 A Spot Foreign Exchange Contract or a Foreign Exchange Derivative Contract cannot be cancelled except via a reverse transaction or operation in which case the Business Firm accepts that the exchange rate then applicable shall be different from the exchange rate used initially to execute the said Spot Foreign Exchange Contract or Foreign Exchange Derivative Contract.
- 7.3 The Caisse shall in no event be bound to accept a Foreign Exchange Derivative Contract or Spot Foreign Exchange Contract; the Contract shall not be binding on either party until the Confirmation Number is issued.
- 7.4 If the parties hereto are or become parties to a master agreement respecting foreign exchange derivatives (a "Master Foreign Exchange Agreement"), a master agreement drafted by the International Swaps and Derivatives Association (an "ISDA Contract") or any similar master agreement, every Foreign Exchange Derivative Contract for which a Confirmation Number has been issued shall automatically constitute a valid transaction or operation carried out by the Business Firm, without any other formality being required, and shall be subject to the specific terms and conditions of such ISDA Contract, Master Foreign Currency Agreement or similar agreement, unless the Parties agree otherwise. It is further understood that each Foreign Exchange Derivative Contract executed shall be considered a transaction or operation under the terms of said ISDA Contract, Master Foreign Currency Agreement or similar agreement, and that the notice of confirmation received by e-mail pertaining to said transaction or operation shall constitute a confirmation under the terms of those agreements.
- 7.5 The management of access and authorizations relating to the FX Contracts Application is specific to the FX Contracts service; in this regard, the authorization and approval mechanisms for Spot Foreign Exchange Contracts and Foreign Exchange Derivative Contracts as well as their Settlement Instructions are managed independently from the other ADA Service and Services and independently by the Primary Administrator of the Business Firm. Accordingly, the mechanism for Assignment of Signing Authority provided for in the Enrollment Agreement, where applicable, confirmation of transactions or operations using a security mechanism in effect at CPAL for double signature accounts and management of limits relating to the International Funds Transfer service shall not apply to the FX Contracts Application. The Primary Administrator of the Business Firm shall therefore be responsible for designating and managing the access, trading limits and roles of Users for entering and approving Contracts in addition to the power to authorize and approve the Business Firm's Settlement Instructions, the whole in accordance with the procedure set forth in the FX Contracts Guide. The list of Users so authorized by the Primary Administrator to use the FX Contracts Application may be modified at the option of the Primary Administrator directly in the FX Contracts Application, it being understood that the named Users shall be authorized by the Business Firm, in accordance with the Business Firm's Signing Resolutions.
- 7.6 Any Settlement Instruction shall be the subject of validation and activation by the Caisse before being used for the settlement or delivery of a Spot Foreign Exchange Contract or Foreign Exchange Derivative Contract. The validation and activation of a Settlement Instruction model shall only be required for the first use of such Settlement Instruction model. To such effect, the Business Firm agrees to enter or submit Settlement Instructions models at least two (2) Foreign Exchange Business Days before the maturity date of a Foreign Exchange Derivative Contract or prior to the entering into of any Spot Foreign Exchange Derivative Contract or Foreign Exchange Derivative Contract.
- 7.7 The Caisse shall not be liable for any delay in the delivery or settlement of a Spot Foreign Exchange Contract or a Foreign Exchange Derivative Contract resulting from the late submission of Settlement Instructions or a Settlement Instruction model.
- 7.8 Where Settlement Instructions have been incorporated into the FX Contracts Application and have been previously validated and activated in accordance with section 7.6 of this Part, the Business Firm agrees to provide, not later than the day preceding the maturity date for Foreign Exchange Derivative Contracts and the same day for Spot Foreign Exchange Contracts, the Settlement Instructions required to deliver or settle such Contract(s). In addition, in accordance with the authorization and approval mechanism described in section 7.5 of this Part and according to the parameters indicated by the Primary Administrator, a Settlement Instruction shall be validly authorized by the Business Firm so the Caisse may proceed with the delivery or settlement of such Contract(s) on their maturity date. Should the Business Firm fail to enter such Settlement Instructions within the required time and to authorize said Settlement Instructions, the Caisse may, at its discretion, reverse the Spot Foreign Exchange Contract or the Foreign Exchange Derivative Contract by executing a Spot Foreign Exchange Contract or a Foreign Exchange Derivative Contract with the reverse position.

- 7.9 In order to facilitate compliance with its obligations under any Spot Foreign Exchange Contract or Foreign Exchange Derivative Contract, the Business Firm agrees and authorizes the Caisse to debit or freeze the required funds in its accounts or folios indicated in its Business File in the currency in question, not later than upon maturity of the Spot Foreign Exchange Contract or Foreign Exchange Derivative Contract traded in order to make any payment required under the Spot Foreign Exchange Contract or Foreign Exchange Derivative Contract in question. In the event that, upon maturity of a Spot Foreign Exchange Contract or Foreign Exchange Derivative Contract, the funds in the Business Firm's accounts or folios are not available or are insufficient to settle or deliver the Spot Foreign Exchange Contract or Foreign Exchange Derivative Contract in full, the Caisse may, at its discretion, reverse said Spot Foreign Exchange Contract or Foreign Exchange Derivative Contract by executing a Spot Foreign Exchange Contract or Foreign Exchange Derivative Contract with the reverse position. The Business Firm shall be responsible for depositing funds in its accounts or folios in advance from time to time to ensure that the Contracts may be settled or delivered in favour of the Caisse at maturity.
- 7.10 The Business Firm agrees that, if the delivery or settlement date stipulated by a Spot Foreign Exchange Contract or Foreign Exchange Derivative Contract is not a Foreign Exchange Business Day for one of the currencies involved in the settlement, it shall be postponed to the next Foreign Exchange Business Day for both currencies.
- 7.11 Where the settlement or delivery of a Spot Foreign Exchange Contract or a Foreign Exchange Derivative Contract is for the benefit of a third party, the provisions specific to the International Funds Transfer Service set out in the Enrollment Agreement shall apply, with any necessary adaptations.

8. Data transmission service (direct deposit withdrawal) ("DDW")

- 8.1 The Caisse shall make the DDW service available to the Business Firm in the following three (3) options: (i) the Desjardins Direct Deposit service, (ii) the Desjardins Direct Withdrawal service (pre-authorized debit) and (iii) the Desjardins Direct Withdrawal service (cash management pre-authorized debit).

Preparation and transmission of files

- 8.2 This Enrollment Agreement constitutes, within the meaning of Rule H1, the commitment letter to be made between a Payee and its financial institution setting out the responsibilities of the Payee and its commitment to comply with Rule H1.
- 8.3 The Business Firm shall:
- (a) observe and apply the standards and specifications related to the preparation and transmission of its File as communicated to the Business Firm by the Caisse and described in the User Guide, all relevant provisions of the *Canadian Payments Act* and all by-laws, rules and standards in force related to PADs including, without limitation, the confirmation/pre-notification requirements or waiver of pre-notification requirements or provisions regarding cancellation requirements set out in Rule H1;
 - (b) after each electronic data transmission, verify the transmission and receipt status of its File and ensure conformity of displayed control data (status) and notify any discrepancy to the Support Unit, failing which the Business Firm shall solely bear all costs or losses arising therefrom; and
 - (c) notify any discrepancy to the Support Unit.
- 8.4 Subject to the deadline set out in the User Guide, the Support Unit shall act on the instructions of the Business Firm to process its File.
- 8.5 The Business Firm shall transmit its withdrawal or deposit operations, contained in the File, as applicable, (i) on the agreed Withdrawal Dates in the accounts of Payors or Related Business Firms or (ii) on the agreed Deposit Dates in the accounts of Payees at a Desjardins Caisse or with another Processing Institution.
- 8.6 Following receipt of an error-free File within the deadline provided in the User Guide, deposits or PADs shall be transacted in the accounts of Payees, Payors and Related Business Firms on the day written on the Business Firm's File or the following Business Day, depending on the processing schedules of the Processing Institutions.
- 8.7 The Business Firm shall be solely responsible for any error arising from the preparation of its File, delivery of that File and the data it contains, or from the Electronic Transmission of such data.

Undertakings of the Caisse specific to the DDW service

- 8.8 The Caisse shall transact according to the terms provided herein the deposits or PADs contained in the File produced for that purpose by Business Firm. Such deposits or PADs shall be credited or debited in CDN dollars or in US dollars, as the case may be.
- 8.9 If the File is transmitted after the specified deadline, the Caisse shall process the deposits contained therein, but can in no way provide assurance as to their timely transaction and accordingly assumes no liability in respect thereof.
- 8.10 The Caisse shall provide the Business Firm, as soon as possible, with the control reports for each batch processed, as described in the User Guide.
- 8.11 The Caisse shall credit the chequing account specified by the Business Firm for an amount equal to the total PADs transacted for the Business Firm. That amount shall be credited to the Business Firm's account on the Withdrawal Date when it is processed in the accounts of Payors or the accounts of Related Business Firms, as applicable, or the next Business Day, as long as the deadline provided in the User Guide has been met.
- 8.12 The Caisse shall observe the confidential nature of information provided to it by the Business Firm for the purposes hereof in accordance with the applicable law.
- 8.13 Should the Caisse be unable to make a deposit according to the Business Firm's instructions, it will have to repay the Business Firm the amount received in respect of that deposit according to the process set out in the User Guide.
- 8.14 The Caisse reserves the right to interrupt processing of a File that is under way or any other subsequent File where it has reason to believe, at its sole discretion, that the Business Firm has failed or will fail to meet its obligations under the Enrollment Agreement or any other agreement or document forming an integral part thereof.
- 8.15 The Caisse reserves the right to examine the Business Firm's standard form(s) and process(es) for the Payor's PAD Agreement prior to commencement of their use by the Business Firm, and any amendments thereto, to ensure that the form(s) and process(es) include the mandatory provisions set out in Appendix II of Rule H1.
- 8.16 Upon signing this Agreement, and in the event of any changes thereafter, the Caisse shall communicate to the Business Firm complete information regarding Rule H1 and any amendments thereto.

Undertakings of the Business Firm specific to the Desjardins Direct Deposit service

8.17 The Business Firm shall:

- (a) obtain an Authorization of Direct Deposit, including but not limited to the designation of the deposit account, from each Payee to whom it intends to make payments by Direct Deposit;
- (b) supply each Payee with all the information regarding the deposits made and, where applicable, those relating to any revocation concerning a deposit;
- (c) ensure that an audit trail (including the Payee's Authorization and evidence of Authorization) and all such information as is required to trace a Direct Deposit are held for a minimum of twelve (12) months following the last deposit processed in accordance with that Payee's Authorization;
- (d) in the case of litigation, supply to the Caisse, upon request, the Direct Deposit Authorization form signed by the Payee concerned and any audit trail for the disputed transaction; and
- (e) unless otherwise agreed among the parties, deposit with the Caisse, at the latest two (2) Business Days before the Deposit Dates, the total amount of the deposits to be made in the Payees' accounts, the Business Firm authorizing the Caisse to debit the chequing account agreed by the parties.

8.18 The Caisse reserves the right to require a certified cheque from the Business Firm or a standby letter of credit from the payment's originating financial institution covering the amount of the deposits.

8.19 All direct deposits dishonoured by Processing Institutions (including the Caisses Desjardins) for any reason including "Stopped Payment" or "Closed Accounts" shall be returned to the Business Firm and credited to the chequing account agreed with the Caisse. All information that is required to identify the returned deposit and ascertain the reasons preventing it from being transacted in the Payee's account shall be transmitted to the Business firm. The Business Firm shall agree with the Payee on the terms for replacing the payment so returned.

8.20 A payment revocation request shall be possible only if data is delivered prior to midday (12 noon) two (2) Business Days prior to the Deposit Date and to the extent that the payment revocation request is made in accordance with the procedure and timeline set out in the User Guide.

Undertakings of the Business firm specific to the Desjardins Direct Withdrawal service (pre authorized debit) and Desjardins Direct Withdrawal service (cash management pre authorized debit)

8.21 Each Payor and each Related Business Firms on whose behalf any PAD purports to have been drawn or direction purports to have been given shall have signed a Payor's PAD Agreement or Debit Authorization for a Cash Management PAD, as applicable, in accordance with the requirements of Rule H1.

8.22 Where the Business Firm intends to issue Sporadic PADs on a Payor's account, the Business Firm shall have obtained Authorization from the Payor in accordance with Rule H1 for each and every Sporadic PAD that it issues.

8.23 Where the Business Firm intends to cause Payor's PAD Agreements to be Authorized electronically, it shall use a Commercially Reasonable procedure for verifying a Payor's identity and obtain the Caisse's prior validation of said procedure by the Caisse.

8.24 Any Payor's PAD Agreement or Debit Authorization for a Cash Management PAD will have to mandate the Business Firm to issue withdrawals as though they were signed or otherwise duly Authorized by such Payor or Related Business Firm, as the case may be, as though such orders were written instructions signed by such Payor or Related Business Firm, as the case may be.

8.25 The Business Firm shall cause to be signed by each Related Business Firm for which it wishes to issue Cash Management PADs a Debit Authorization for a Cash Management PAD in a form that shall constitute a Debit Authorization providing proper authority for the Processing Institution to debit the Related Business Firm's designated account. The Business Firm shall make no changes to the Debit Authorization model made available by the Caisse without the prior authorization of the Caisse.

8.26 Each Payor's PAD Agreement shall be signed or otherwise duly Authorized by the Payor in a format that constitutes an Authorization providing proper authority for the Processing Institution to debit the Payor's designated account. The Payor's PAD Agreement form that the Business Firm intends to use must have been pre-approved by the Caisse to validate that it meets the requirements of Rule H1, and the Business Firm will not be able to modify it thereafter without the prior authorization of the Caisse.

8.27 The Business Firm shall code Debit Authorizations in accordance with the requirements defined under section 17(a)ii) of Rule H1.

8.28 The Business Firm shall make the terms of the Payor's PAD Agreement available to each Payor and where possible, provide a copy of the Authorization signed by the Payor to each Payor.

PAD document retention

8.29 The Business Firm shall:

- (a) ensure that an audit trail, including the PAD Agreement or Debit Authorization for a Cash Management PAD, as the case may be, evidence of Authorization and all information needed to retrieve or trace a PAD or Cash Management PAD is maintained for a minimum of twelve (12) months following the last PAD processed in accordance with that Payor's PAD Agreement or the last Cash Management PAD, as the case may be; and
- (b) provide the Caisse, within thirty (30) days after its request, with any PAD authorization form signed by the Payor concerned or any Debit Authorization form for a Cash Management PAD signed by the Related Business Firm concerned.

Notice of change

8.30 The Business Firm shall:

- (a) process any notice of change of a Payor's or Related Business Firm's payment routing information (e.g., transit number, folio number, etc.), as applicable, that it receives from the Processing Institution, and transmitted by the Caisse, such notice constituting the Payee' Authorization, Payor's Authorization or Related Business Firm's Debit Authorization, as applicable, to change such information.
- (b) provide a minimum of ten (10) days written notice to each Payor and Related Business Firm, as applicable, in advance of the execution next PAD, denouncing any name change of the Business Firm.

PAD cancellation and assignment

- 8.31 The Payor's PAD Agreement form used by the Business Firm shall specify the terms for cancellation of a PAD.
- 8.32 Upon receipt by the Business Firm of any written or oral notice from a Payor or a Related Business firm instructing the Business Firm to cease issuing PADs, or to revoke a Payor's PAD Agreement or an Authorization to issue PADs, as the case may be, the Business Firm shall:
- (a) use all necessary efforts to cancel any PAD, within not more than thirty (30) days from receipt of such notice; and
 - (b) cease to issue new PADs against that Payor or new Cash Management PADs against that Related Business Firm until such time as that Payor provides the Business Firm with a new Payor's PAD Agreement or that Related Business Firm provides the Business Firm with a new Debit Authorization for a Cash Management PAD, as the case may be.
- 8.33 The Business Firm may not assign a Payor's PAD Agreement or a Debit Authorization for a Cash Management PAD unless:
- (a) in the case of the assignment of a Paper Agreement, the Payer's PAD Agreement or the Debit Authorization for a Cash Management PAD, as the case may be, contains a provision expressly permitting the assignment; or
 - (b) in the case of the assignment of an Electronic Agreement, the confirmation shall contain, in addition to the provisions on the mandatory form, a provision expressly permitting the assignment;
- and provided that the Business Firm has provided to the Payor or Related Business Firm, as applicable, a prior written notice of the full details of such assignment, including the identity and contact information of the assignee, a minimum of ten (10) days in advance of the issuance of any PAD, including any Cash Management PAD, being issued in the assignee's name.

Returned and dishonoured PADs

- 8.34 All PADs that are returned and dishonoured by Processing Institutions (including the Caisses Desjardins), for any reason including for "Insufficient Funds", "Stopped Payment" or "Closed Account" shall be returned to the Business Firm and debited from the chequing account agreed with the Caisse.
- 8.35 The Business Firm will be provided with (a) information to identify any PAD returned and refused and the reasons therefor, and (b) information to identify any Cash Management PAD repaid upon the filing by a Related Business Firm of a claim alleging that there was no Debit Authorization and the reasons preventing its transaction in the Related Business Firm's account.
- 8.36 Any dispute related to a debit made in the account of the Business Firm by a Processing Institution whereby a Related Business Firm alleges that the Related Business Firm had not signed a Debit Authorization in favour of the Business Firm shall be settled between the Business Firm and the Related Business Firm concerned, excluding the Caisse.
- 8.37 Upon the return of a PAD for reason of "Non-Sufficient Funds" or "Funds Not Cleared," it may be presented again electronically on a one-time only basis for the same amount as the original debit and within no more than thirty (30) days of its return. A PAD re-presentation shall not contain interest, NSF charges or any other charges in addition to the original PAD amount.

PAD revocation

- 8.38 For any revocation of a PAD, the Business Firm shall communicate all information as is required for that purpose in accordance with the procedure described in the User Guide or according to the arrangements made with the Support Unit at the time of the request for revocation.
- 8.39 A payment revocation request is only possible if the data is delivered before noon (12:00 p.m.) two (2) Business Days prior to the Filing Date and if the payment revocation request is made according to the procedure and schedule specified in the User Guide. The Business Firm shall nevertheless assume all liability with respect to deposits that are not revocable or which are returned by the processing institutions including all resulting costs and damages.

Indemnity and limitation of liability

- 8.40 The Business Firm shall indemnify:
- (a) the Caisse or Processing Institution for any amount paid in error with respect to any transaction covered by the DDW service; and
 - (b) the Caisse for any and all reimbursement that the Caisse must make following the production by the Payor of a statement alleging that there was no Payor's PAD Agreement between the Payor and the Business Firm, that the PAD was not drawn in accordance with the Payor's Authorization, that the Payor's Authorization was revoked or, that pre-notification was not given to the Payor within the prescribed period.
- 8.41 Notwithstanding any termination of the Enrollment Agreement, it is understood that the provisions of Rule H1 and the indemnification provisions set forth herein shall continue to remain in full force and effect with respect to any PAD drawn or issued or any other obligation in accordance with the provisions applicable to the DDW service prior to the day upon which such termination takes effect.

9. Desjardins Business Account Management service ("BAM")

The Primary Administrator and any Secondary Administrator appointed in relation to the BAM service may:

- (a) change the credit limit authorized for the Business Firm and each of its authorized representatives;
- (b) request (i) one card for any additional authorized representative or (ii) the replacement for a lost, stolen or damaged card;
- (c) change the Business Firm's address on file for its VISA account for sending any statement of account to an authorized representative;
- (d) dispute a bill;

and make any other operation that CPAL may eventually make available via the BAM service.

PARTIE C — DEFINITIONS

- Assignment of Signing Authority:** mechanism used by the Caisse to assign signing authority to a User with respect to monetary transactions or operations that require two signatures as indicated in its Business File to ensure there is a match between the identification of the User to whom signing authority must be granted and the individuals designated in the Signing Resolution of the Business Firm as being Authorized to carry out the relevant transactions.
- Authorization:** with respect to the Desjardins Direct Deposit service, means signing, ratification or similar adoption by a Payee of a method for the purpose of signifying the Payee's consent to provide the information designating the Payee's account and receive direct deposits in the designated account; "Authorized" has a corresponding meaning. With respect to the Desjardins Direct Withdrawal service (pre-authorized debit) and the Desjardins Direct Withdrawal service (cash management pre-authorized debit), means the signing, execution or similar adoption by a Payor of a method, including but not limited to the use of a user ID/password combination or other Commercially Reasonable method, for the purpose of signifying the consent and/or agreement of the payor in accordance with applicable laws and "Authorized" has a corresponding meaning.
- Business Day:** in Québec, a day theoretically dedicated to work or business activities as opposed to a non-working day or a statutory holiday. Corresponds to the current Business Day in the Province of Quebec. Business Firms carrying on business in a province other than Québec must take that into account when carrying out transactions.
- Business File:** a form comprising all of the Business Firm's information regarding the use of the Products that apply to it, which forms an integral part of this Enrollment Agreement.
- Business Firm:** member of the Caisse having registered using the means made available to it from time to time by the Caisse in the ADA Service and the Services.
- Business PAD:** a PAD drawn on the account of a Payor for the payment of goods or services related to a business or commercial activity of the Payor, including, but not limited to, payments between franchisees and franchisors, distributors and suppliers, and dealers and manufacturers that has been identified as a Business PAD "transaction type".
- Caisse:** Caisse populaire Alliance limitée service centres.
- Caisse populaire Alliance limitée:** amalgamation of CPAL services centres.
- Cash Management PAD:** PAD drawn by the Business Firm on the account of a Related Business Firm for the purpose of transferring, consolidating or repositioning funds between its account and the Business Firm's account.
- Commercially Reasonable:** term used to describe certain security procedures, specifically, the verification of a person's identity, the reasonableness of which, ultimately, can be determined by a court of law in light of the purposes of the procedure and the commercial circumstances at the time the procedure was used.
- Confirmation Number:** a number allocated by the ADA Service and confirming an operation or transaction carried out by the Business Firm.
- Confirmation:** mandatory written notice from the Payee to the Payor prior to the first PAD wherein the details agreed to by the Payor in setting up an Electronic Agreement with the Payee are communicated in accordance with this Agreement.
- Debit Authorization:** written authorization that contains the mandatory provisions set out in Rule H1 and in accordance with the form authorized by the Caisse, given by a Related Business Firm to the Business firm and that authorizes it to make Cash Management PADs in the bank account of the Related Business Firm.
- Deposit Date:** day when the deposits are required to be made into the Payees' accounts.
- Desjardins Caisse:** Means, as applicable, a member caisse of the Fédération or a member caisse populaire of La Fédération des caisses populaires de l'Ontario Inc.
- Direct Deposit:** deposit made by the Business Firm into the account of a Payee in accordance with the deposit Authorization given by the Payee.
- Electronic Agreement:** a Payor's PAD Agreement that is not a Paper Agreement and that has been Authorized in accordance with the provisions of Rule H1 by way of telephone, Internet, e-mail or other electronic means.
- Enrollment Agreement:** means this ADA Service Enrollment Agreement to which the Business Firm is party and under which the Services are accessible and any other agreement or document forming an integral part thereof.
- Enrollment Form:** document by which the Business Firm confirms its adherence to this Enrollment Agreement, accepts the terms and conditions of use of the Products provided and undertakes to be bound in accordance with the Enrollment Agreement.
- Fédération:** means CPAL des caisses Desjardins du Québec.
- File:** set of data provided by the Business Firm to make Direct Deposits, or PADs, in accordance with the User Guide referring to Standard 005 of Payments Canada.
- Foreign Exchange Business Day:** day on which commercial banks engage in transactions in the relevant currencies at one of their establishments.
- Foreign Exchange Derivative Contract:** any Forward Foreign Exchange Contract or FX Swap.
- Forward Foreign Exchange Contract:** contract pursuant to which the parties agree to exchange given quantities of currencies within an agreed-upon time, generally in more than two (2) Business Days.
- FX Contracts Application:** electronic platform made available to a Business Firm using the FX Contracts service which allows the electronic trading and execution of Foreign Exchange Derivative Contracts and Spot Foreign Exchange Contracts via the Internet.
- FX Contracts Guide:** user guide specific to the FX Contracts Service available online on the FX Contracts Application or at:
<https://www.desjardins.com/ca/accesformation-foreignexchange/index.jsp>.
- FX Swap:** contract consisting of a simultaneous double transaction, one spot or forward in one direction and the other forward in the other direction, pursuant to which two (2) counterparties exchange the same notional amount on two different dates. The exchange rate for a spot or forward, as the case may be, is set on the date the said FX Swap is entered into. For greater certainty, it is understood that a FX Swap expressly excludes cross-currency swaps.
- Interac e-Transfer:** service made available to the Business Firm from time to time, which provides access to various funds transfer sub-services.
- Intermediary:** financial institutions, service providers and correspondents.
- Linked Caisse (inter-Caisses):** The Desjardins Caisse or CPAL identified by the Business Firm and designated in the Business File, in which the Business Firm, if applicable, holds folios accessible through the ADA Service.

PAD: means Pre-Authorized Debits. It is a withdrawal order issued by a Payee drawn on the account of a Payor in accordance with this Enrollment Agreement and Rule H1.

Paper Agreement: a Payor's PAD Agreement that has been Authorized in accordance with the provisions of Rule H1 on paper and exchanged in person or by mail, courier, facsimile transmission, e-mailed scan or any other method by which a paper instrument may be exchanged between persons; it does not include confirmation received by the Payor subsequent to entering into an Electronic Agreement.

Password: the User's personal and confidential password.

Payee: for the purposes of Rule H1, the Business Firm signing this Enrollment Agreement whose account with the Caisse concerned shall be credited in the amount of any PAD, including a Cash Management PAD, with respect to the Desjardins Direct Withdrawal service (pre-authorized debit) and Desjardins Direct Withdrawal service (cash management pre authorized debit) and for the purposes of the Direct Deposit service, any person who has Authorized the Business Firm to directly deposit into the person's account the amounts that is or may be owed thereto by the Business Firm.

Payment Notice: a notice sent at the request of the Business Firm to a Supplier to which a payment has been made using the Personalized Bill Payments service confirming that the payment has been sent. The notice shall be sent to the e-mail address of the Supplier provided by the Business Firm to the Caisse concerned and shall not be the subject of any follow-up or other use by said Caisse.

Payor: any person whose account is to be, or has been, debited with the amount of a PAD and who has authorized the Business Firm to directly withdraw from such account the amount that is or may be owed to the Business Firm.

Payor's PAD Agreement: a continuing but revocable written or otherwise recorded authority that has been signed or otherwise Authorized, containing the mandatory provisions set out in Rule H1, given by the Payor to the Business Firm that provides an Authorization for the Business Firm to issue PADs against the Payor's account.

Personal Note: optional message from the Business Firm to the Supplier paid by the Business Firm via the Personalized Bill Payments service incorporated into the Payment Notice. Such message provides the Supplier with a comment or additional explanation relating to the payment.

Personal PAD: a PAD drawn on the account of a Payor for payments such as, but not limited to, charitable donations, investment contributions, mortgage instalments, utility bills, insurance premiums, membership fees, property taxes, credit card billings, lines of credit, loans and payments for other consumer goods or services.

Primary Administrator: User designated by the Business Firm having the full authority to use the Products, accept any amendment to the Enrollment Agreement and to any document forming part thereof, including the addition or removal of a Service to which the Business Firm has access, and who is responsible for the management of access, User Codes and Passwords of other Users.

Primary Caisse: the Desjardins Caisse or CPAL identified by the Business Firm and designated in the Business File, which manages its file and, if applicable, carries out enrollment in the Products.

Processing Institution: in accordance with Rule H1, the financial institution that holds the account of the Payee, the financial institution that holds the account of a Related Business Firm, the financial institution that holds the account of the Payor.

Products: collectively, the ADA Service and the Services.

Reference Number: a number allocated by a Supplier to a customer and used in carrying out a transaction or operation via the Bill Payment and Government Remittance services. The reference number is usually provided to the Supplier to identify the payment.

Related Business Firm: business firm related to the Business Firm signing this Enrollment Agreement and being authorized by the latter to debit its account pursuant to a Debit Authorization that the Business Firm has signed, which must be in accordance with the model provided by Desjardins or made available on www.desjardins.com.

Rule H1: Rule of Payments Canada that outlines the procedures for the exchange and processing for the purposes of clearing and settlement of every Pre-Authorized Debit (PAD).

Secondary Administrator: User designated by the Primary Administrator and having the powers thereof in part or in full.

Settlement Instructions: set of banking data required by the Caisse to pay, settle or deliver a Spot Foreign Exchange Contract or a Foreign Exchange Derivative Contract upon maturity to a beneficiary designated by the Business Firm or the Business Firm itself, as the case may be.

Signing Resolution: resolution adopted by the Business Firm designating individuals who are authorized to enter into, with the Caisse, monetary transactions that require two signatures as indicated in its Business File.

Sporadic PAD: a withdrawal that occurs occasionally, irregularly, intermittently, infrequently, periodically and not at set intervals.

Spot Foreign Exchange Contract: foreign exchange contract maturing in two (2) Business Days or less.

Supplier: a natural or legal person to whom a payment is made by the Business Firm using the Personalized Bill Payments service.

Support Unit: administrative unit of CPAL or any other unit designated by the Caisse for that purpose and acting for and on behalf of said Caisse to provide support to the Company for the DDW service.

User Code: a code automatically generated by the ADA Service or any other authorized access code specific to each User.

User Guide: virtual ADA Service user guide, as amended or otherwise modified from time to time, which can be consulted on the CPAL Internet site or any other user guide specific to a Service: <https://www.caissealliance.com/en/faq-categories/business/accesd-affaires-en/>.

Users: persons having access to the ADA Service, including a Primary Administrator and a Secondary Administrator.

Withdrawal Date: date when the PAD, including any Cash Management PAD, is required to be made against the Payor's or Related Business Firm's account, as applicable.