

# Payline

**FIRSTWEST**  
CREDIT UNION

## Application for Canadian Companies

Thank you for choosing Payline for your foreign exchange and international payment needs. Payline abides by the regulations of FINTRAC and as such is responsible for reporting of transactions, keeping accurate records, ascertaining the identity of those we transact with, understanding the nature of transactions processed and being in compliance with all relevant regulations and legislation. As such, we require the documentation contained in the following forms, and in certain circumstances, may require additional supporting documentation. We endeavour to make dealings with Payline as easy and efficient as we can within the parameters of these regulations and thank-you in advance for your patience with our registration processes.

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Section 1 » Corporate Application Form

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Section 2 » Authorized Parties

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Section 3 » Director Information

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Section 4 » Beneficial Ownership

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Section 5 » Corporate Payor's Authorization for Pre-Authorized Debit of Chequing Account

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Section 6 » Corporate Client Agreement

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Applicable to all First West Credit Union Divisions, including:



## First West Referral Source

- Island Savings    Envision Financial    Valley First    Enderby & District Financial

### REPRESENTATIVE INFORMATION

Name  Phone   
Email  Branch

## Canadian Corporate Application Checklist

- Section 1 » Corporate Application Form
- Section 2 » Authorized Parties
- Section 3 » Director Information
- Section 4 » Beneficial Ownership
- Section 5 » Corporate Pre-Authorized Debit Agreement
- Section 6 » Corporate Client Agreement
- Void Cheque
- Scanned Legible Identification - Primary
  - Director
  - Authorized Parties
- Scanned Legible Identification - Secondary
  - Director
  - Authorized Parties
- Corporation (if applicable)
  - Articles of incorporation showing beneficial ownership and complete list of directors
  - Partnership Agreement
  - Sole Proprietor
  - If not for profit, please contact Payline for an additional form
- Partnership (if applicable)
  - Legal Partnership Partnership Agreement Documents
- Sole Proprietorship (if applicable)
  - Sole Proprietorship Registration
  - Tax Registration Forms
  - Business Licence
- Not for Profit/Charity
  - Not for Profit additional information form (please contact Payline to request form)
  - Complete list of Directors
  - Certificate of non-profit organization
- Proof of Beneficial Ownership (one of the following)
  - Share Registry/Certificates
  - Corporate Documents which contain beneficial ownership
  - Articles of Constitution (not for profit)
  - Partnership Agreements

## Acceptable Identification

### PRIMARY DOCUMENTATION

One item is required, and you may choose anything from the following list:

- Current driver's license (including a graduated license), showing your full name and address as it appears on your application
- Current Canadian passport or a valid passport from another country
- Canadian Citizenship Card
- Canadian Permanent resident card
- Certificate of Indian or Métis status, issued by the federal government
- Nexus express pass for the United States border
- Canadian fire arms registration license
- Provincial or territorial identification card issued by:
  - Insurance Corporation of British Columbia (ICBC)
  - Alberta Registries
  - Saskatchewan Government Insurance
  - Department of Service Nova Scotia and Municipal Relations
  - Department of Transportation and Infrastructure Renewal of the province of PEI
  - Service New Brunswick
  - Department of Government Services and Lands of the Province of Newfoundland and Labrador
  - Department of Transportation of the Northwest Territories
  - Department of Community Government and Transportation of the Territory of Nunavut

### SECONDARY DOCUMENTATION

One item is required, unless the Primary piece does not contain a photo, then two secondary pieces are required, one of which must contain a photograph. Please note, you may submit two pieces of primary id in lieu of one piece of secondary ID. Choose from the following list:

- Canadian Birth Certificate
- Record of Landing
- Document showing registration of a legal name change with evidence of use or prior name for last 12 months
- Taxation assessment notice from Canada Customs and Revenue Agency
- Canadian Armed Forces identification card
- Provincial Health Cards (does not include Ontario, PEI, Manitoba)
- Current identity document issued by a government ministry or agency with a vigorous registration and security clearance process (e.g. OPP or RCMP security check)

## Corporate Application Form

### BUSINESS INFORMATION

Legal Business Name

Trade Name

Physical Address (No PO Boxes)

City  Province

Country  Postal code

Business phone number  Business fax number

Website

### CORPORATION DETAILS

Type of Organization  Company Registration Number

Date of Incorporation  Province of Issue

### PRIMARY SOURCE OF FUNDS - HOW WILL YOU BE PAYING PAYLINE?

Bank name

Name on bank account

Bank address

City  Province

Postal Code  Country

Account number  Transit number

Currency  Institution number

### BENEFICIARY INFORMATION - WHO WILL YOU BE PAYING?

Please attach any payment instructions or contact your Payline representative for further information.

### ADDITIONAL INFORMATION

Are you transacting on behalf of a 3rd party?  Yes  No Will you be using our online trading platform?  Yes  No

Anticipated date of 1st transaction?

What is the reason for Currency Exchange?

Purpose of Relationship

### ANTICIPATED TRADING ACTIVITY

1. Buy/Sell  Currency  Volume/year  Transactions/year

2. Buy/Sell  Currency  Volume/year  Transactions/year

## Authorized Parties

### Individuals authorized to transact on behalf of the entity.

As a registered entity with FINTRAC (registration number M11619865) we require disclosure of all authorized parties, directors and beneficial Owner(s) of the company.

#### PERSONAL INFORMATION

Mr.  Mrs.  Ms.

First name

Middle name

Last name

Date of birth

Occupation (if retired/unemployed, previous occupation)

Business phone number  Mobile phone number

Email

#### PERSONAL IDENTIFICATION

Primary Identification Type  Secondary Identification Type

Primary Identification Number  Secondary Identification Number

Primary Identification Expiration Date  Secondary Identification Expiration Date

Primary Identification Attached  Yes  No      Secondary Identification Attached?  Yes  No

#### ADDITIONAL INFORMATION

Are you or a member of your family a Politically Exposed Person?  Yes  No      Are you a or a member of your family the Head of an International Organization?  Yes  No

Are you or a member of your family a Politically Exposed Foreign Person.  Yes  No      Would you like access to our online trading platform?  Yes  No

#### Notes:

If you have more than one authorized party, please include additional copies of these pages.

## Director Information

### DIRECTOR AUTHORIZING THE OPENING OF THE ACCOUNT

Mr.  Mrs.  Ms. First name   
 Middle name  Last name   
 Date of birth  Business phone   
 Occupation (if retired/unemployed, previous occupation)   
 Mobile phone number  Email   
 Residential Street Address (No PO Boxes Accepted)   
 City  Province   
 Country  Postal code

### PERSONAL IDENTIFICATION

Primary Identification Type  Secondary Identification Type   
 Primary Identification Number  Secondary Identification Number   
 Primary Identification Expiration Date  Secondary Identification Expiration Date   
 Primary Identification Attached  Yes  No      Secondary Identification Attached  Yes  No

### ADDITIONAL INFORMATION

Are you or a member of your family a Politically Exposed Person?  Yes  No      Are you or a member of your family the Head of an International Organization?  Yes  No  
 Are you or a member of your family a Politically Exposed Foreign Person?  Yes  No      Would you like access to our online trading platform?  Yes  No

### IDENTIFICATION ATTESTATION

- I have met with a Payline employee who has physically reviewed my identification and confirmed its validity.
- By signing this application, I authorize Payline to provide me with and utilize a technology-based process for the verification of my identity. This request is in keeping with FINTRAC ([www.fintrac.gc.ca](http://www.fintrac.gc.ca)) identification attestation regulations and is required by Payline by ICE Limited Partnership to provide the services requested as outlined in the Client Agreement.
- If you opt out of the use of technology to verify your identity, proceed with this option. By signing this application, I authorize Payline to provide me with and utilize a technology-based process for the verification of my identity. This request is in keeping with FINTRAC ([www.fintrac.gc.ca](http://www.fintrac.gc.ca)) identification attestation regulations and is required by Payline by ICE Limited Partnership to provide the services requested as outlined in the Client Agreement.

Director's Name

Signature  Date

*Notes: Payline may request additional information. Additional Directors will not be authorized to transact with Payline. If this is a need, please complete the authorized parties section for the Director(s) in question.*

# Director Information continued

## CORPORATE DIRECTOR LISTING

As a registered entity with FINTRAC (registration number M11619865) we require disclosure of all authorized parties, directors and beneficial owners of the company. Please provide the names and occupations for all Directors of the company. If additional space is needed, please provide a separate listing.

**DIRECTOR 1**      Legal Name

Occupation (if retired/unemployed, previous occupation)

Physical Address (No PO Boxes)

City       Province

Country       Postal code

**DIRECTOR 2**      Legal Name

Occupation (if retired/unemployed, previous occupation)

Physical Address (No PO Boxes)

City       Province

Country       Postal code

**DIRECTOR 3**      Legal Name

Occupation (if retired/unemployed, previous occupation)

Physical Address (No PO Boxes)

City       Province

Country       Postal code

**DIRECTOR 4**      Legal Name

Occupation (if retired/unemployed, previous occupation)

Physical Address (No PO Boxes)

City       Province

Country       Postal code

**DIRECTOR 5**      Legal Name

Occupation (if retired/unemployed, previous occupation)

Physical Address (No PO Boxes)

City       Province

Country       Postal code

## Beneficial Ownership

As a registered entity with FINTRAC (registration number M11619865) we require disclosure of all authorized parties, directors and beneficial owner(s) of the company. Beneficial Owners are individuals or entities who own or control 25% or more of the Company.

### PROOF OF BENEFICIAL OWNERSHIP

Please include one of the following documents proving beneficial ownership:

- Share Registry/Certificate
- Corporate Documents which include beneficial ownership
- Articles of Constitution (not for profit)
- Partnership Agreements
- CRA – Schedule 50 Form

If NOT included, I understand that a Payline representative will contact me to collect additional information.

### OWNERSHIP INFORMATION

Individual  Entity

Legal Name

Occupation (if retired/unemployed, previous occupation)

Physical Address (No PO Boxes)

City  Province

Country  Postal code

Ownership Type?  Direct  Indirect Percentage of Ownership

### OWNERSHIP INFORMATION

Individual  Entity

Legal Name

Occupation (if retired/unemployed, previous occupation)

Physical Address (No PO Boxes)

City  Province

Country  Postal code

Ownership Type?  Direct  Indirect Percentage of Ownership

# Beneficial Ownership continued...

## OWNERSHIP INFORMATION

Individual  Entity

Legal Name

Occupation (if retired/unemployed, previous occupation)

Physical Address (No PO Boxes)

City  Province

Country  Postal code

Ownership Type?  Direct  Indirect Percentage of Ownership

## OWNERSHIP INFORMATION

Individual  Entity

Legal Name

Occupation (if retired/unemployed, previous occupation)

Physical Address (No PO Boxes)

City  Province

Country  Postal code

Ownership Type?  Direct  Indirect Percentage of Ownership



## Corporate Payor's Authorization for Pre-Authorized Debit of Chequing Account

### 1 PAYOR'S NAME AND ADDRESS (PLEASE PRINT)

I/We warrant and represent that the following information is accurate.

#### ACCOUNT HOLDER INFORMATION

Business name	<input type="text"/>	City	<input type="text"/>
Phone number	<input type="text"/>	Province	<input type="text"/>
Address	<input type="text"/>	Postal code	<input type="text"/>

#### PAYOR'S FINANCIAL INSTITUTION (BANK INFORMATION)

Name of Payor's Financial Institution (the "Processing Institution")	<input type="text"/>	Province	<input type="text"/>	Postal code	<input type="text"/>
Address	<input type="text"/>	Transit # (99999)	<input type="text"/>	Institution # (999)	<input type="text"/>
City	<input type="text"/>	Account number	<input type="text"/>		
		Currency	<input type="text"/>		

Account Established  0-3 months  3-12 months  > 1 year

- I/We will inform the Payee, in writing, of any change in the information provided in this section of the Authorization prior to the next due date of the PAD.

### 2 PAYEE'S NAME AND ADDRESS (PLEASE PRINT)

Name of Payee (the "Payee")	<input type="text" value="Payline by ICE Limited Partnership"/>	City	<input type="text" value="Victoria"/>		
Phone number	<input type="text" value="1.888.989.4636"/>	Province	<input type="text" value="BC"/>	Postal code	<input type="text" value="V9B 2X8"/>
Address	<input type="text" value="Suite 315, 877 Goldstream Ave"/>				

### 3 PAYMENT INFORMATION

#### STEP ONE

Please specify whether the payment is a: (Please check one)

Fixed Amount:

Please specify the fixed amount

Variable Amount:

If variable, please specify the maximum amount, or indicate N/A if there is no maximum amount.

#### STEP TWO

Occurring at: (Please check one)

Set intervals:

Please specify timing

As Booked

In accordance with booked deals outlined on the signed Client Agreement with Payline.

Client Initial:

# Corporate Payor's Authorization for Pre-Authorized Debit of Chequing Account continued...

## STEP THREE

I/We have attached a specimen cheque marked "VOID" or a bank provided account confirmation to this payor authorization (the "Authorization"). Initial \_\_\_\_\_

### 4 AGREEMENT

- I/We acknowledge that the Authorization is provided for the benefit of the Payee and the Processing Institution and is provided in consideration of the Processing Institution agreeing to process debits against my/our account, as listed above, (the "Account") in accordance with the Rules of the Canadian Payments Association.
- I/We warrant and guarantee that all persons whose signatures are required to authorize withdrawals from the Account have signed the Authorization below.
- I/We hereby authorize the Payee to issue Pre-Authorized Debits (as defined in Rule H1 of the Rules of the Canadian Payments Association) (the "PAD") drawn on the Account, for the following purpose: FOREIGN EXCHANGE TRANSACTIONS
- I/We may cancel the Authorization at any time upon providing written notice to the Payee. I/We may obtain a sample cancellation form, or more information on my/our right to cancel a PAD Agreement at my/our financial institution or by visiting [www.cdnpay.ca](http://www.cdnpay.ca)
- I/We acknowledge that provision and delivery of the Authorization to the Payee constitutes delivery by me/us to the Processing Institution. Any delivery of the Authorization to the Payee, regardless of the method of delivery, constitutes delivery by me/us.
- The Payee will provide to me/us, at the address provided in Section 1:
  - with respect to fixed amount PADs, written notice of the amount to be debited (the "Payment Amount") and the date(s) on which the Payment Amount debited will be posted to my/our Account (the "Payment Date"), at least 10 calendar days before the Payment Date of the first PAD, and such notice shall be provided every time there is a change in the Payment Amount or the Payment Date(s);
  - with respect to variable amount PADs, written notice of the Payment Amount and the Payment Date(s), at least 10 calendar days before the Payment Date of every PAD; and
  - with respect to a PAD plan that provides for the issuance of a PAD in response to a direct action of mine/ours (such as, but not limited to, a telephone instruction) requesting the Payee to issue a PAD in full or partial payment of a billing received by me/us for a payment obligation that meets the requirements of Section 2 or Rule H4, no notice is required.
- I/We acknowledge that the Processing Institution is not required to verify that a PAD has been issued in accordance with the particulars of the Authorization including, but not limited to, the amount, or that any purpose of payment for which the PAD was issued has been fulfilled by the Payee as a condition to honouring a PAD issued or caused to be issued by the Payee on the Account. Revocation of the Authorization does not terminate any contract for goods or services that exists between me/us and the Payee.
- The Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods or services exchanged.
- I/We may dispute a PAD only under the following conditions:
  - the PAD was not drawn in accordance with the Authorization;
  - the Authorization was revoked; or
  - pre-notification, as required under Section 8 was not received.
- I/We acknowledge that in order to be reimbursed a declaration to the effect that either (a), (b) or (c) took place, must be completed and presented to the branch of the Processing Institution holding the Account up to and including 90 calendar days after the date on which the PAD in dispute was posted to the Account.
- I/We agree that the information contained in the Authorization may be disclosed to any third party provider as required to complete any PAD transaction.
- I/We understand and accept the terms of participating in this PAD plan.
- I/We have certain recourse rights if any debit does not comply with this agreement. For example, I/We have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on our recourse rights, I/We contact our financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca)

Printed name

Authorized signature

Date

## Sample General Cheque

Image supplied by our partner First West Credit Union

FIRST WEST CREDIT UNION

VOID

PAY to the order of \_\_\_\_\_ \$ \_\_\_\_\_ /100 DOLLARS

DATE 

Y	Y	Y	Y	M	M	D	D
Y	Y	Y	Y	M	M	D	D

MEMO \_\_\_\_\_

12345 809 610000123456

Transit Institution Account Number

# Client Agreement - Corporate

THIS AGREEMENT is entered into as of the date below between:

Payline by ICE Limited Partnership (referred to as "Payline")

And

(referred to as the "Client")

## DEALS

A Deal, meaning the Client agrees to buy or sell currency using Payline, can be booked either online or by calling the toll-free number for our Trading Desk. In order to complete a Deal online using Payline the Client must click the Book Deal button on the Payline platform. Once the Client clicks the "Book Deal" button the Client will have accepted the Deal and it will be a binding obligation. All incoming wires received by our correspondent banks, for the Client, will incur a \$10 fee. All outgoing payments will incur a \$20 fee. Any payments submitted by the Client without an associated FX Deal will incur a fee up to \$50, depending on the method of transfer requested.

The Client will be responsible for each Deal that is entered into, including any Deal that is entered into by any person who uses a password without proper authorization. However, the Client will not be responsible for any unauthorized Deal that is entered into after the Client has given Payline written notice by mail, courier or fax (in the manner described below) to cancel a user's password.

If for any reason the Client requests to cancel a Deal that has been entered into, the Client must notify Payline immediately by calling the customer support number. Under certain circumstances, Payline may be able to cancel the Deal, and Payline will use all reasonable best efforts to cancel the Deal. However, the Client understands that once the Deal has been entered into, the Deal is a binding obligation and the cancellation of any such Deal will be entirely within the sole and absolute discretion of Payline. In addition, for any Deal that is canceled by Payline, the Client will be liable to Payline for any breakage costs and other expenses that may be incurred.

The terms of each Deal will be set out in the Deal confirmation presented to the Client on the Deal confirmation screen following the acceptance of the Deal. The Deal confirmation is evidence of the terms of a completed Deal. In addition, an automatically generated email confirmation is sent to previously specified users each time a Deal is booked. The Deal will not be invalidated if for any reason the Deal confirmation is not presented to the Client by Payline or the email confirmation is not received, including, as a result of any computer malfunction or email blocking filter. If for any reason the Deal confirmation is not presented to the Client, the records of Payline with respect to that Deal will constitute conclusive evidence of the terms of the Deal. If a Deal confirmation is not presented to the Client for any reason, the Client should notify Payline immediately by calling the customer support number, and Payline will provide the Client with a confirmation setting out the terms of the Deal.

The terms of each Deal set out in the related Deal confirmation are incorporated into this Agreement and form a part of this Agreement. This Agreement and the terms of each Deal together form the agreement between the Client and Payline and together constitute a single agreement between the Client and Payline. If there is any inconsistency between this Agreement and a Deal confirmation, the Deal confirmation will govern.

Once a Deal has been entered into, the Client must make each payment or delivery in the currency, in the amount, on the date and in accordance with the settlement instructions for the Deal, as set out in the related Deal confirmation. The Client must ensure that any account from which the payment obligations under a Deal are to be made contain sufficient cleared funds to settle the Deal on the value date for the Deal. If the account does not contain sufficient cleared funds to settle the Deal, the Client will be liable for any resulting fees payable with respect to the account in accordance with the terms under which they hold such an account. In addition, if the Client fails to settle the Deal on the value date for the Deal, Payline may, without limiting any other remedies that it may have, and in its absolute discretion, cancel the Deal, in which case the Client will have to reimburse Payline for any breakage costs and other expenses incurred by Payline to cancel the Deal.

Client Initial:

# Client Agreement continued...

If the Client selects a value date for the settlement of a Deal and that date is not a business day in the Province, State or Country in which any of the accounts from which the Client will be making or receiving payment for a Deal resides (that is, if the account is maintained at a branch in that province or state), the value date for the Deal will be the first day following the value date that the Client selected that is a business day in each of the Province's in which such accounts reside, notwithstanding anything to the contrary in the Deal confirmation.

Payline cannot control nor be responsible for the time it takes Financial Institutions to credit or debit accounts. In the event that a transaction is processed on the next business day for whatever reason, Payline shall not, in the absence of gross negligence or willful misconduct, be responsible for failure, delays or errors in the completion of the transaction and Payline shall have no liability for any subsequent damages.

In the event of any of the following: sufficient funds are not available at the time of collection, payments are rejected due to lack of information, incorrect information is provided by the client to Payline or investigations are initiated at the request of a client, it will remain the responsibility of the client to cover these costs. Costs will range between \$20.00 and \$50.00, charged in the base currency of the client and be dependent on the type of rejection. It will remain the responsibility of a Payline employee to take reasonable measures, verbally or written, to notify the client of any costs. In the event that further action is required to ensure collection, it will be the responsibility of the client to pay the amount owed to Payline including any accrued interest at a rate of 15% P/A.

## AUTHORITY TO DEAL

The Client has provided Payline with a list of one or more Principals who intend to purchase or sell currencies on behalf of the Client. The Principal represents that they, and any Authorized Party, have full discretionary authority to purchase and sell currencies on behalf of the Client and that each Deal entered into on behalf of a Client will be enforceable by Payline against the Client in accordance with its terms. The representations are deemed to be repeated on each date on which an authorized Party enters into a Deal on the Client's behalf. The Client will indemnify and hold harmless Payline from and against all claims, costs, losses and expenses incurred by Payline arising out of, or in respect of, any claim that an Authorized User was not authorized to enter into a Deal on their behalf and/or provide Payline with settlement and delivery instructions for completed Deals. Authorized Parties will either be Principals or will be deemed acting under the direct authority of the Principal. This indemnity will survive the completion of any Deal or the termination of this Agreement.

The Client has the option to provide Payline a list of Authorized Parties who may book Foreign Exchange transactions, issue payment and settlement instructions and send acknowledgments to Payline by email, phone, and fax or in person on the Client's behalf. Any restrictions on an authorized party to deal with Payline previously communicated by the Client to Payline are deemed to supersede the representation in this Agreement as to that Authorized Party's authority to enter into Deals.

Online access "username and password" used by the Client's Authorized Parties shall be relied upon by Payline as an action of the party. If there is any belief that a username has been compromised it is the responsibility of the Client to notify Payline in writing. In the event that Payline suspects that electronic access information is shared, thereby breaching the authority to deal clause of this document, Payline has the right to suspend electronic access and/or terminate the business relationship with the Client. For Clients notifying Payline by email, it is expected that the Client will take all reasonable measures to ensure the security of all email accounts used as stated above to prevent fraudulent use. The security of the Client's email accounts is beyond the ability of Payline to address, and the Client is solely responsible for the security of their email accounts.

## RECORDS

Payline may maintain a database of all the instructions entered into the Payline online platform. Payline's records will be conclusive and binding on the Client in any dispute, including in any legal proceeding, as the best evidence of the Deals using the Payline platform, in the absence of clear proof that Payline's records are erroneous or incomplete.

Payline will not be liable to the Client as a result of any payment that it makes pursuant to incorrect settlement or delivery instructions provided by the Client when using the Payline online platform.

## SET OFF

If the Client fails to make a payment or delivery when due under this Agreement or under a trade, Payline may without prior notice set-off any amount owing by the Client to Payline under this Agreement or under a Deal, against any amount owing by Payline to the Client, whether or not the amount is owed to the Client under this Agreement or under a Deal.

Client Initial:

# Client Agreement continued...

## INFORMATION SOURCES

Certain market information provided through Payline has been independently obtained from various Information providers through sources believed to be reliable. Neither Payline nor the information providers guarantee the timeliness, sequence, accuracy or completeness or fitness for a particular purpose of any market information provided through Payline. The market information may include views, opinions and recommendations of individuals or organizations. The Client understands that neither Payline nor the information providers necessarily endorse such views or opinions, or are providing any investment, tax, accounting or legal advice to the Client by including such market information.

## LIMITATION OF LIABILITY

Payline will not be liable to the Client for any loss, costs or damages which may incur as a result of their use of the Payline platform or if the Payline platform is not available, including if for any reason it is not available during its normal hours of operation. For example, and without limitation, Payline will not be liable:

- a. for communication malfunctions that affect the accuracy or timeliness of messages or instructions between the Client and Payline and/or which prevent messages from being transmitted in whole or in part;
- b. if the Client makes a mistake when entering information when using the Payline platform;
- c. if any person fails to log off a personal computer and an unauthorized Deal is entered into using the Payline platform;
- d. if, for any reason, the Client cannot access any part of the Payline platform or the platform does not function or is not available; or
- e. for any harm or loss to the Client's personal computer records or data.

Payline will not be responsible for any loss, damages or injury suffered by the Client by reason of any act or omission in the course of or in connection with the operation of any Electronic access device. Inaccurate rates posted on the Payline platform will not be honoured.

## SERVICE MODIFICATIONS AND INTERRUPTIONS

Payline may modify any or the entire Payline platform at any time. The Payline platform may periodically be unavailable to the Client during its normal hours of operation in order to allow for maintenance, updates or other cause. Payline will not be responsible for delays or failures in performance resulting from acts beyond its reasonable control. Such acts include but are not limited to, acts of God, strikes, postal interruptions, lockouts, riots, acts of war, epidemics, fire, communication line failures, power failures, equipment or software malfunction, earthquakes or other disasters.

## GENERAL

This Agreement is in addition to, and not in substitution of, any other present or future agreement between the Client and Payline.

## CHANGES TO THIS AGREEMENT

Upon prior notice to the Client, which may include communication via the Payline platform, Payline may amend any provision of this Agreement at any time, and the continued use of Payline after the date of any such amendment will constitute for all purposes of the agreement and consent to such amendment.

## TERMINATION

Payline may terminate this Agreement at any time without notice. The Client may terminate this Agreement at any time by notifying Payline in writing in accordance with the paragraph below.

Termination of this Agreement by either Payline or the Client will not affect any trades that were entered into prior to such termination, in respect of which this Agreement shall continue until all obligations under those Trades have been performed.

In the event that an account is inactive for longer than 1 (one) year from the last transaction, Payline reserves the right to deactivate the account without notice. In the event that additional information is requested in order to update a trading account, it is the responsibility of the client to provide Payline the requested information. In the event that the information is not received within 7 (seven) business days of the written request, Payline reserves the right to deactivate the account until the information is received.

Client Initial:

# Client Agreement continued...

## COMPLIANCE WITH THE PROCEEDS OF CRIME (MONEY LAUNDERING) ACT & REGULATIONS

The Client understands that Payline will comply with the requirements for the Act as under:

- a. Corporate and individual account information will be collected in accordance with the Act.
- b. Payline will not accept any third party transactions unless full details are provided for the third party's identity to the satisfaction of compliance department of Payline.
- c. Transactions of amounts stipulated in the regulations will be reported to FINTRAC ([www.fintrac.gc.ca](http://www.fintrac.gc.ca)).
- d. Reporting of transactions and retention of customer records for all transactions will be compiled and stored as stipulated by the Act.

The Client hereby certifies that it is acting, as a principal, for and on its own behalf and not on behalf of a third party.

## NOTICES AND COMMUNICATION OF INSTRUCTIONS

Notices, which the Client may need to deliver to Payline, must be delivered by mail, courier or fax as follows:

Payline by ICE Limited Partnership  
Suite 315-877 Goldstream Avenue  
Victoria, B.C. V9B 2X8  
Fax: (250) 412-0252  
Phone: (250) 483-4795  
Email: [compliance@paylinefx.ca](mailto:compliance@paylinefx.ca)

Any notice will be deemed effective:

- a. if delivered by mail, on the date it is received by Payline;
- b. if delivered by courier, on the date it is delivered to Payline; and
- c. if delivered by fax, on the date that transmission is received in legible form by Payline.

Payline may, but is not obliged to, rely and act upon telephone, fax and any other electronically transmitted instructions from or purporting to be from a person authorized by the Client and which Payline believes in good faith to be genuine. Payline shall not, in the absence of gross negligence or willful misconduct, be responsible for failure, delays or errors in the receipt of such instructions and Payline shall have no liability for consequential or special damages.

## LANGUAGE (Quebec residents only)

The Client confirms that they have requested this Agreement and all related documents to be drawn up in the English language only.

Vous confirmez avoir exigé que ce contrat et tous les documents s'y rapportant soient rédigés en anglais seulement.

## PAYLINE BY ICE LIMITED PARTNERSHIP

Representative Name  Title

- I, a Payline employee have physically reviewed the client's identification and confirmed its validity.
- Client falls under the non face-to-face identification attestation requirements as required by FINTRAC ([www.fintrac.gc.ca](http://www.fintrac.gc.ca)).

Signature  Date

## CLIENT

By signing this Agreement, the Client acknowledges and agrees they have read and understood all the terms and conditions of this Agreement. The undersigned certifies that the information set out in this application is correct and complete and not misleading.

Directors Name  Title

Signature  Date