Payline / telpay The Better Way to Pay.™

Application for Corporations

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.

Section 1 » Corporate Application Form

Section 2 » Authorized Parties

Section 3 » Director Authorizing the Opening of the Account

Section 4 » Beneficial Ownership

Section 5 » Corporate Client Agreement

Corporate In-Person Application Checklist

- ☐ Section 1 » Corporate Application Form
- ☐ Section 2 » Authorized Parties
- ☐ Section 3 » Director Authorizing the Opening of the Account
- ☐ Section 4 » Beneficial Ownership
- ☐ Section 5 » 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 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)

Payline

Suite 202, 1901 Sooke Road • Victoria, BC • V9B 1V8
Toll-Free: 1-888-989-4636 • Fax: 250-412-0252
Email: applications@paylinefx.ca

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 | Main company email

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 third party? ◯ Yes ◯ No Will you be using our online trading platform? ◯ Yes ◯ No

Anticipated date of first transaction?

What is the reason for Currency Exchange? CHOOSE FROM THE LIST

Purpose of Relationship CHOOSE FROM THE LIST

ANTICIPATED TRADING ACTIVITY

1. Buy/Sell CHOOSE FROM LIST Currency CHOOSE FROM LIST Volume/year Transactions/year
2. Buy/Sell CHOOSE FROM LIST Currency CHOOSE FROM LIST Volume/year Transactions/year

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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 MONTH DAY YEAR

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 or a member of your family a 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.

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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 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

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) identification regulations and is required by Payline by ICE Limited Partnership to provide the services requested as outlined in the Client Agreement.

☐ I wish to opt out of the use of technology to verify my identity and understand that a Payline representative will contact me about other options. If required within those processes, by signing below, I authorize Payline to retrieve information from my personal credit file for the purposes of confirming my identity, in keeping with FINTRAC identification regulations.

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.

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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

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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

DIRECTOR'S SIGNATURE

First Name Last Name

Signature Date

Suite 202, 1901 Sooke Road • Victoria, BC • V9B 1V8
Toll-Free: 1-888-989-4636 • Fax: 250-412-0252
Email: applications@paylinefx.ca

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. Any payments submitted without an exchange of currency will incur a fee of 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 contains 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 jurisdiction), 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 jurisdictions 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 the compliance department of Payline.
c. Transactions of amounts stipulated in the regulations will be reported to FINTRAC (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 202, 1901 Sooke Road
Victoria, B.C. V9B 1V8
Fax: (250) 412-0252
Phone: (250 483-4795
Email: 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 requirements as required by FINTRAC (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 and accepts them. They further represent they are authorized to bind the entity to a contract. Lastly, the undersigned certifies that the information set out in the application is correct, complete and not misleading.

Signatory's Name _____ Title _____

Signature _____ Date _____