



Agreement for Business Banking

› Effective July 1, 2023

BUSINESSES

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PART I ♦ ACCOUNTS AND SERVICES

1. Introduction

This agreement sets out the general terms and conditions governing our banking services, including any bank account held with us. By signing an account application form or enrolling in a banking service, you agree to be bound by the terms and conditions set out in this agreement.

When you sign up for certain products and services, we may provide you with a user guide or other supporting documentation. Each of these documents may contain specific terms with which you must comply as if they were part of this agreement. In the event of any conflict or inconsistency between any provisions of this agreement and any specific term set out in the documentation relating to a particular service, the specific terms will prevail.

In this agreement, “you” means the business that accepts the terms and conditions of this agreement, and “we” means National Bank. In Part 3, you will find the definitions of other terms used in this agreement.

2. Use of Services

To use our services, you must meet the eligibility criteria, provide us with the information requested, and complete any documents required by us. Nothing in this agreement should be interpreted as an obligation on our part to offer a service.

You must use each service in accordance with the applicable terms and conditions and for legitimate and lawful purposes. It is prohibited to use a service in an unusual or improper manner, including for activities that are fraudulent, unlawful, or dishonest, that we deem unsatisfactory, that are defamatory, or that might jeopardize the security, integrity, or efficiency of our services or third-party services.

We may monitor how you use a service. While monitoring a service, we may notify a regulatory authority and provide such authority with information, and we have no liability in that respect.

3. Authority of your Representatives

An account or service provided by us may only be used by persons duly authorized by you for that purpose (“representatives”) or persons with delegated authority from those same representatives.

You agree that any representative duly designated by you has the authority to represent you, subject to the limitations and under the conditions specified in the designation. You authorize us to deal with the representative in connection with the use of the account or service in question. If you change the designation or powers of a representative, you acknowledge that the change may not be effective immediately in our systems and requires a reasonable processing time.

In using certain services, you may designate persons (“authorized users”) to carry out specific and predetermined transactions. These authorized users are only authorized to carry out the transactions specifically identified by you and do not have the authority to otherwise represent you in your dealings with us.

4. Deposits to your Account

4.1 Eligible Instruments

We reserve the right to reject certain deposits or instruments for deposit to your account. In particular, we may reject a deposit if the instrument does not comply with applicable laws and standards or is in a currency other than the currency of the account.

You authorize us to endorse and deposit on your behalf any instrument not endorsed by you that is received for deposit to your account. We may present instruments for clearing, payment, or acceptance through a bank clearing system or institution and in such manner as we deem appropriate.

You must verify the authenticity and validity of any instrument deposited to the account. Unless otherwise agreed, we have no obligation to verify or confirm the endorsement or signature of any instrument, or other information on any instrument. In addition, you must promptly provide any endorsement or signature that we may request in respect of any instrument deposited to the account.

You waive presentment for payment, notice of dishonour, protest, and notice of protest on all instruments requiring

such action. You remain liable to us for any instrument as if such actions had been duly performed or notices given in accordance with applicable laws.

4.2 Holding of Funds

Unless otherwise agreed, we may hold any amount credited to your account until a period has elapsed which gives reason to believe that the instrument has been paid or until the amount of the transfer has actually been received. For more details, please refer to our *Access to Funds Policy*, available at your branch and on our website at nbc.ca.

Whether or not an amount is held, you remain responsible for reimbursing (i) any instrument that is subsequently returned unpaid and (ii) any transfer credited to an account for which we do not receive the funds. If no amount is held or the holding period expires, the instrument or transfer is not necessarily final.

5. Payments and Withdrawals from your Account

5.1 Form of Payments

You must give your payment instructions in a form approved by us.

We may refuse to pay an instrument if such instrument is in a format not approved by us, has been altered, or does not comply with applicable standards, including those of Payments Canada. Cheques cannot be drawn on an account unless they are encoded for such account.

You must take all reasonable steps to avoid the loss, theft, or fraudulent use of the instruments. You agree to notify us as soon as you become aware of the loss, theft, or fraudulent use of an instrument.

For certain payment services and foreign exchange transactions, we may set a cut-off time after which any instructions will be deemed to have been received on the next business day. You may contact us if you require information about these cut-off times. This information may also be provided on the relevant transactional site page, in the user guide, or in any other appropriate manner.

Unless otherwise agreed, we will not return to you the original of an instrument that we have already paid.

5.2 Debit Authorizations

You authorize us to debit from the account:

- (a) the amount specified in a payment instruction;
- (b) the amount of any instrument cashed or negotiated by us for you or credited to your account (whether by means of deposits made by you or by payments received for you through electronic or other means) for which payment is not received by us on a final basis, is reversed, or must be reimbursed by us by crediting an account or otherwise, and which is stolen or missing, except if the loss is a result of gross negligence on our part;
- (c) any amount that we have paid to you in error by crediting an account or otherwise;
- (d) any amount you owe us in any respect, even if that amount is not in the currency of the account;
- (e) fees for managing your account and for services we provide to you; and
- (f) fees we must pay to comply with any request or order of a court or other lawful authority in respect of your account.

We may apply the credit balance of any account set up in your name, including at any of our foreign branches, to the payment of any amount you owe us. As part of this clearing process, we may use the credit balance in an account to purchase the currency needed to convert the amount into the currency of the account. For the purposes of clearing and consolidation, all your accounts are in fact and law sub-accounts of a single indivisible account.

5.3 Rules Applicable to Payments

You are responsible for complying with the legal and regulatory provisions that apply to you and your payment instructions. You warrant that the instruments you issue do not directly or indirectly violate the applicable laws and regulations (including economic sanctions). You also acknowledge that it is strictly prohibited to include malicious content in any message or file accompanying a payment instruction. We may suspend or refuse to process any instrument or payment instruction, without incurring liability, if we have grounds to doubt the lawfulness or compliance of the payment.

Domestic or foreign regulations (including regulations on currency exchange control in effect in certain countries), the rules set by financial institutions, and other events beyond our control may result in a delay, hold, or failure to execute a payment order. In particular, you acknowledge that processing instruments from or payable

in a sanctioned country may result in longer processing times. We are not responsible for these delays or instances of non-payment.

If you give us a payment instruction for an electronic funds transfer (domestic or international) (“transfer instruction”), we can rely only upon the identifying number of the payee’s account, the payee’s bank, or any intermediary bank, as instructed, even if this information identifies an individual or bank other than the one you have specified in your transfer instruction. We will not be liable in the event of an error in the information entered.

We offer services to reduce the risk of fraud in connection with the issuance of instruments, such as a positive pay service that allows us to verify the information you provide before paying a cheque drawn on your account. If you issue a large number of cheques or if an unauthorized instrument is drawn on your account, we may recommend that you enroll in one of these services. In the event that you decline our recommendation, you will be solely responsible for the payment of unauthorized cheques insofar that we have applied a reasonable standard of care.

6. Cancellation of Instructions

We can consider as final any payment instruction issued by you.

You may ask us to apply a stop payment order to an instrument or direct debit. We will attempt to stop a payment if you send us a written request in an acceptable form specifying the information required to identify the instrument in question. However, we will not be liable if we do not succeed in stopping the payment.

We cannot stop payment on an instrument that has already been presented for payment to us or that we have certified, and we are not able to reverse any previously requested stop payment if the instrument has been dishonoured.

Despite a stop payment on a direct debit (pre-authorized debit), a pre-authorized debit may be presented for payment again at a later date. You are responsible for contacting the person to whom you gave the debit authorization in order to cancel any future pre-authorized debits. To stop payment on a series of pre-authorized debits, separate instructions must be submitted for each debit in the series. You must therefore follow up on any stop payment instructions and notify the payee.

Subject to certain exceptions, a transfer instruction is irrevocable from the time we receive it. At your request, we may, in certain circumstances and to the extent possible, make reasonable efforts to retrieve the funds sent by transfer. However, in such event, we cannot guarantee that the funds will be retrieved. If funds are returned in a currency other than the currency of the account, we will credit the account at the spot exchange rate set by us that is applicable at the time the funds are received.

For international transfer instructions, any intermediary financial institution involved in the transaction may set fees that will be deducted from the amount of the transfer. We are not responsible for any fees or charges set by other institutions.

7. Foreign Currency Accounts

All accounts in a foreign currency are subject to the laws and regulations applicable to the currency in question and to the terms and conditions governing deposits held by us in the same currency with our foreign correspondent. For example, these deposits may bear negative interest, in which case we may, upon written notice indicating the applicable rate and terms, apply debit interest charges on the amounts deposited in the foreign currency account.

We assume no liability for:

- (i) any increase or decrease in the value of the foreign currency account due to exchange rate fluctuations;
- (ii) the unavailability of funds due to applicable legal requirements relating to the currency of the account; or
- (iii) any withdrawal from the account required by a competent regulatory authority.

Foreign coins are not accepted for deposit to a foreign currency account, and foreign bank notes are subject to availability. Cash deposits and withdrawals are not permitted, and cheques cannot be issued on foreign currency accounts in currencies other than the U.S. dollar. Depending on the currency of the account, further terms and restrictions may apply.

8. Funds in a Trust Account

You may only hold funds that are held in trust or covered by a trust, or property interest in favour of a third party (a “beneficiary”) if we have expressly agreed to the use of

the account for this purpose and identified such account as a “trust account” in our records. If we agree to open a trust account, you must comply with all laws and rules applicable to the holding of funds placed in trust. In addition, to ensure that each beneficiary of the funds held in trust benefits from separate deposit insurance coverage, you must comply with all regulatory requirements of the Canada Deposit Insurance Corporation.

You acknowledge that we are not acting as a trustee of any trust account and are not required to enforce the trust to which the account would be subject. We are not required to recognize anyone other than you as being the holder of the trust account and will only accept instructions from you with respect to that account.

9. Currency

At our sole discretion, we may accept a payment or process a payment instruction in a currency other than the currency of your account.

If an amount to be debited or credited to an account is in a currency other than the currency of the account, we will convert that amount into the currency of the account. This conversion will be made at the exchange rate set by us at the time of the transaction (unless you have a negotiated rate with us for the transaction in question). We are not responsible for any losses as a result of fluctuating exchange rates.

10. Overdraft

Unless otherwise agreed, no overdraft facility is available on your account. We may, at our discretion, tacitly authorize a temporary overdraft on your account. You must promptly repay the amount of any overdraft, plus interest calculated daily on the closing balance of the overdraft at the rate we set for overdrafts. This rate is available on nbc.ca, and the interest may be debited from the account monthly. An overdraft fee may apply to any transaction that results in an overdraft or is processed while your account is overdrawn.

11. User Guides and Security

You must review the security guidelines that we make available to you and may modify periodically, in particular those available on nbc.ca under ABCs of security, and you must comply with these guidelines. We may share these

guidelines in the form of notices, brochures, and guides available on nbc.ca, at our ATMs, or in such other manner as we may agree from time to time. You must take all necessary steps to ensure that your representatives (including administrators and authorized users) are aware of our guidelines and comply with them.

You must notify us as soon as you suspect any unusual, irregular, unauthorized, or improper transaction on your account or in connection with a service.

12. Use of Mandataries or Agents

We may entrust the performance of certain activities to mandataries or agents of our choice, including financial institutions. Although we make efforts and apply a high standard of care in selecting our correspondents and mandataries or agents, we are not liable for any loss or delay resulting from acts or omissions on their part.

13. Pricing of Services

You agree to pay fees for the management of any account and for the services we provide to you. Unless you have a specific pricing agreement, fees are payable in accordance with the rates and terms set out in our standard fee guide for business banking services or the relevant service-specific documentation.

We periodically review the fee structure of our products and services. You will be informed of any changes by means of a notice within the time frame set out in the fee guide or the relevant service-specific documentation.

14. Review of Statements

We may provide electronic or paper statements of your account. You must notify us immediately if you have not received a statement within 10 days of the date you normally receive it.

You must review all debit and credit entries shown on the statement. If you believe your statement contains errors or irregular entries, you must notify us in writing within 45 days of the end of the period covered by the statement. After this 45-day period, the entries and balance on the statement will be deemed accurate and final, and you will have no recourse against us in this respect, even in the event of fault or negligence on our part. However, you may contest the payment of an instrument made on the

basis of an irregular endorsement if the irregularity was discovered after the 45-day period.

You must implement the controls and necessary measures to avoid losses resulting from fraud, fault, negligence, errors, or omissions on the part of your representatives, authorized users, employees, or mandataries or agents. We will not be liable for any such losses, even if you give us notice of an error or irregularity within the period specified above. You further acknowledge that we do not verify signatures on instruments issued by you and that we do not take steps to prevent losses that may result from fraud, fault, negligence, errors, or omissions on the part of your representatives, employees, or mandataries or agents.

Even if you give us notice of an error or irregularity within the period specified above, we will not be liable for any losses where the irregularity is the consequence of a forged or unauthorized signature, the alteration of an instrument, or a counterfeit instrument, and such signature, alteration, or counterfeit instrument is attributable, even in part, to any of your representatives, employees, or mandataries or agents.

In all cases, our liability is limited to the amount of the debit that should not have appeared on the statement or, as the case may be, the credit that should have appeared on the statement.

To limit losses, you must report to us any irregular entries that you notice when accessing your account via our online banking services before you receive your statement.

15. Electronic Communications

You agree that any instructions communicated by electronic means that appear to come from you (including instructions received through digital channels) will be deemed to be duly authorized by you and binding on you. Communication “by electronic means” refers to any electronic or digital means of communication which we authorize from time to time. You authorize us to act on the electronic communications and signatures sent by you or on your behalf and give effect to them. You also agree to receive electronic communications from us in connection with the management of your account and use of our services. If your physical or electronic signature is transmitted to us by electronic means, such transmission will have the same effect as the delivery of a signed copy of the original document. Any contract with us may be

executed in several counterparts, and each of the parties may sign a different counterpart. All such counterparts taken together constitute one and the same document.

We reserve the right to require that electronic communications be transmitted using technology that is acceptable to us. We may require additional verification of the sender’s identity before acting upon a payment instruction sent by electronic means.

If you choose to send us information or instructions by any technological means other than those described in Part 2 of this agreement, including by email over a public network, you acknowledge that we do not guarantee the confidentiality of the transmission, and you accept the inherent risks. We assume no liability for the actions, acts, or omissions of any connection service provider or for any problems with the software that you use.

16. Notice and Consent to the Electronic Delivery of Documents

To send you notices and documents, we will use the most recent contact information in your file. You must ensure that the information you provide to us is accurate. We can rely on the information that we have on file for you until you notify us of a change.

If you have requested to receive your account statement electronically, you consent to our provision of all documents and communications by electronic means. You designate email and the messaging feature of our online banking services as the designated information system for the transmission and receipt of notices, documents, and other information such as:

- > account statements;
- > alerts and inquiries related to card use, fraud, and security;
- > requests for access to information under applicable laws;
- > regulatory notices, including notices of changes to fees;
- > communications regarding our collection activities;
- > communications related to claims or other court proceedings;
- > alerts or instructions regarding services;
- > acknowledgements of receipt of documents.

You must check your email regularly to find out if we have sent you any messages or documents. The statements, notices, and other documents sent to the messaging

feature of our online banking services are accessible for future reference for a period of seven years. If you wish to retain a copy of a document, you need to print or download it.

You may at any time withdraw your consent to the transmission of documents and communications to the designated information system. You are responsible for informing us of any changes to your preferences and contact information in connection with the designated information system. You can do this by changing your preferences on the online banking platform. You acknowledge that there may be a delay between the time you withdraw your consent or request a change and the time it is effective and reflected in our systems.

You may also choose to receive alerts by email, text message (SMS), or other types of mobile electronic notification that we may use to inform you of the release of documents, send information relevant to the use of a service or notify you of an activity related to a service. While we make reasonable efforts to send timely and accurate alerts, we do not guarantee the delivery or accuracy of such alerts.

Any notice sent by mail will be deemed to have been received 7 days after it is mailed.

17. Dormant Accounts and Unused Services

If you do not make any transactions in your account for a period of one year, we will consider that the account is dormant. In accordance with the applicable regulations, we will periodically send you dormant account notices to the address in our records. You may reactivate an account by making a deposit to the account or communicating with us. We may charge a dormancy fee to your account if you do not reactivate or close the account within 60 days. We will close the account if:

- > at the time the dormancy fee is charged, the balance in the account is less than or equal to the amount of the dormancy fee, or
- > the account is dormant for a period of 10 years. Any balance in this dormant account will be transferred to the Bank of Canada.

In addition, if you do not use a service you have signed up for (other than an account) for a period of one year, we reserve the right to close or suspend that service without notice.

18. Recording of Communications and Reproduction of Documents

You authorize us to record your communications with us. You agree that such recordings will be kept in a technology-based medium and that a document reproducing the data stored in such technology-based medium will (i) be admissible as evidence in the event of a dispute or in court or administrative proceedings, and (ii) is evidence equivalent to written paper-based documentation and will be conclusive and binding on you.

Any instrument or other document may be transferred to a technology-based or other medium for use by us or any participant in any interbank clearing system (provided, however, that the rules applicable to the relevant system recognize the value of such instrument or document). In such a case, the original paper version may be destroyed, and the reproduction in the technology-based medium will constitute evidence of the original document and its contents.

19. Several Clients

If a product or service (including an account) is opened in the name of several persons or entities (including a joint venture), the term “you” or “client” also means each person or entity. Each person or entity is jointly and severally (in Quebec, solidarily) liable for all obligations set out in this agreement.

Each person or entity (“joint holder”) holding an account or benefiting from a joint service has the right to access information concerning the other persons or entities, including details and history of accounts, services, and credit, and each person or entity consents to the disclosure of their information. Any communication sent to any of the joint holders is deemed to have been sent to all joint holders.

20. Representations and Warranties

You represent to us the following:

- (a) you are duly constituted and have the right to use your name and all the permits, authorizations, and approvals required to conduct your activities;
- (b) all the information you provide to us in the account opening documentation and, where applicable, in any application or enrollment form, is accurate, complete, and up to date;

- (c) your governing documents, by-laws, and resolutions are in order, in force, and do not limit your authority to enter into contracts and, if applicable, ability to borrow;
- (d) all steps required by law, your governing documents, by-laws, and agreements have been taken to authorize any representative who accepts these terms on your behalf to make the representations and give the consents provided for in this agreement. In particular:
 - > if you are a corporation, your board of directors has adopted all required resolutions, and your shareholders or members have given the necessary consents or approvals;
 - > if you are a partnership, association, or trust, your powers have been granted in accordance with the relevant agreement or governing documents;
- (e) each of the persons named account application form as being authorized to sign the account applicable form and agreements relating to the use of banking services has the power to act alone (or jointly with another, if specified) on your behalf to enter into an agreement with us and carry out transactions, and bind you in all matters, including to:
 - > enter into an agreement relating to banking and financial services, and
 - > buy securities or any other financial assets from us, or sell or assign securities or any other financial assets to us.

Each of these same persons is authorized to delegate to any other person some or all of these authorizations;
- (f) each of the persons named in the account application form as being authorized to sign and endorse items and other instruments has the power to act alone (or jointly with another, if specified) on your behalf to give us instructions on making payments or debits directly through your account, as well as issue, sign, accept, or endorse any instrument;
- (g) each of the persons named in the account application form as being authorized to sign agreements respecting borrower has the power to act alone (or jointly with another, if specified) on your behalf to:
 - > enter into any agreement relating to loans, present drawdowns or requests with respect to the loans granted, and borrow or otherwise obtain credit from us;
 - > grant us any security interest or guarantee on your personal and real (movable and immovable) property, both tangible and intangible (or corporeal and incorporeal), present and future, to secure your obligations or those of any other person to us, direct and indirect, present and future.

You undertake to ensure that these representations continue to be accurate for as long as you hold an account with us or use any of our services. You agree to notify us immediately of any change that may affect the accuracy of any of the above representations.

21. Intellectual Property

Unless otherwise specified, we retain all of our property rights in respect to the information, services, works, technologies, and publications related to the services, including trademarks and copyrights.

If we provide you with service materials (including any software or documents about a service) to access an account or use a service, you are granted a revocable, non-transferable, royalty-free licence to use the service materials for the duration of the relevant service and only for the purposes for which the service materials are intended in connection with the service. This licence terminates automatically upon termination of the service concerned, and you must return to us any service materials and any copies thereof. You may not modify, make available to a third party, or reproduce (in whole or in part) the service materials to which you have access in connection with a service without our prior consent.

When the service materials include software, such software remains our property and must be returned to us upon request. You agree to comply with all terms governing the use of the software and assume all risks relating to its performance. We are not responsible for any damages you may suffer as a result of downloading or using any software.

We own the contents of our websites, including trademarks, logos, texts, images, illustrations, software, codes, and videos. These contents may not be reproduced except for internal purposes in connection with the use of the services.

Except with our prior written consent, it is prohibited to use in an advertisement or any other public message our

trademarks or any other contents protected by intellectual property rights.

22. Amendments and Termination

We may amend this agreement at any time, subject to a prior notice of at least 30 days. The amendment will be deemed to have been accepted by you if you continue to use the account or service following the notice period.

We may make changes to any of the services and related user guides and will give you reasonable notice of any changes that affect your obligations.

This agreement and the enrollment in any service may be terminated by either you or us at any time by means of a written notice at least 30 days prior to the date of termination or as otherwise agreed by the parties. Termination of this agreement will automatically result in the termination of all services provided to you by us. Termination of a service will only result in the termination of that service, with this agreement remaining in effect with respect to all other services.

We may also suspend, limit, or terminate any service in whole or in part at any time without notice in the following circumstances:

- a) a regulatory authority or applicable laws require us to do so;
- b) we have reasonable grounds to believe that (i) you are violating applicable laws and regulations; (ii) you are not complying with this agreement, guidelines that are specific to our services, or any other agreement between you and us; (iii) you are compromising the security of our systems, or (iv) the suspension or termination of the service is necessary to prevent illegal or improper use;
- c) you become insolvent, a proceeding (or similar action) is commenced seeking your bankruptcy, dissolution or liquidation, or a receiver has been appointed for substantial part of your property;
- d) we consider that an adverse change in your financial situation is likely to occur and affect the service or that you no longer meet the eligibility criteria for the service.

In the event of losses resulting from fraudulent or unauthorized transactions on an account, we reserve the right to request the closure and replacement of the account with a new account.

23. Limitation of Liability

Except as provided below, we assume no liability for loss or damage except in the event that the loss or damage is directly attributable to our negligence or wilful misconduct (or intentional fault in Quebec).

Our liability is limited to taking the necessary steps to ensure that the services comply with the security standards that are commonly used in the financial services and banking industry. In the event of a service interruption resulting from a failure of our systems or a system operated by a third party with whom we have an agreement, we will take reasonable steps to restore the service as quickly as possible.

Moreover, we will not be liable for any losses or damages resulting from:

- (i) actions, negligence, or omissions on your part or of your representatives, directors, or authorized users or any third party (including any correspondent financial institution), excluding our representatives and employees acting in accordance with our instructions;
- (ii) incorrect, inaccurate, or incomplete data or information provided by you to us; or
- (iii) a force majeure event or any situation beyond our control, including any failure or breakdown of communication systems over which we have no control.

In no event will we be liable for indirect, punitive, special, exemplary or consequential damages or damages for loss of profits.

Except to the extent directly caused by our gross negligence or wilful misconduct (or gross or intentional fault in Quebec), you agree to indemnify us for any damages we may suffer in connection with your use of the account or our services, including as a result of:

- > the processing of a payment instruction issued by you or the failure to pay an instrument provided by you;
- > your failure to comply with the terms of this agreement or any other service agreement with us;
- > your failure to provide information or any breach of your representations and warranties to us.

24. No Advice

The information, communications, and explanations that we provide from time to time regarding our products and services should not be construed as legal or tax advice or

recommendations. Unless expressly stated otherwise, we make no warranty as to the expected results of our products or services. You will therefore rely on your own advisors (who have no connection with us) before using our services.

25. Relationship Between the Parties

Nothing in this agreement should be construed as creating an agency (or mandate), partnership or joint venture relationship between you and National Bank. You may not bind us without our prior written consent. The inclusion, if any, of parts of this agreement in agreements between you and your subcontractors does not create any contractual relationship between these subcontractors and us.

26. Tax Obligations

You must comply with tax laws applicable to you and ensure that all your instructions comply with such laws. We are under no obligation to verify the existence of and compliance with such rules.

Unless otherwise stated:

- > you represent that you are a Canadian resident for tax purposes. In the event of changes to your tax status, you agree to notify us within 30 days. If you are a non-resident of Canada, we will only withhold taxes as required by law. You remain solely responsible for any foreign taxes you may owe on your accounts and transactions.
- > You represent that you are not a United States person for U.S. federal income tax purposes. If you are or become a United States person, you agree to file any additional documentation we may require relating to your tax status, including a duly completed IRS Form W-9.

27. Use and Disclosure of Information

We may ask you to provide personal information about your representatives, persons connected with your organization, and other individuals to whom you delegate authority and roles in the management of the account or services. Our collection, use, or disclosure of such personal information will be in accordance with our Privacy Policy available at nbc.ca. If you or your representatives provide us with personal information about other individuals, you represent that you have obtained their consent to do so.

Our policy, which may be updated from time to time, summarizes your options and rights and explains how to manage your consents. For example, you may choose not to consent to the use of your personal information for marketing or advertising purposes.

The business contact information of your representatives, persons connected with your organization, and other individuals to whom you delegate authority and roles in the management of the account or services are not covered by this policy.

We may also ask you for non-public commercial information about your business. We request this information to better understand and meet your needs and to determine your eligibility for our various products and services. You authorize us to request information required in the context our relationship from credit reporting and assessment agencies, rating agencies, other financial institutions, regulatory authorities and agencies, accountants and auditors, and others with whom you have a business relationship. We undertake to protect the confidential and private nature of the information collected. If you have a business relationship with one of our subsidiaries, you authorize us to share information about you in our respective records.

28. Dispute Resolution

In case of disagreement or concern, please let us know. You can access our complaint settlement process on our website (nbc.ca) under “Complaint settlement” at the bottom of the page (under “Useful Links”) or call us at 1-888-835-6281.

Any request, question, complaint, or problem related to a document or the products and services obtained from a third party with whom you do business must be resolved directly with the third party involved. We will not be liable for any failure by such third party to credit any amount whatsoever to your account or for the application by this third party of additional charges, such as late fees or other penalties.

29. General Provisions

An account is deemed to be open and domiciled at the branch associated with the transit number indicated in the account application form.

You may not assign this agreement or the use of any of our services, in whole or in part, without our prior written consent.

This agreement will be governed and construed in accordance with the legislation in effect in the province or territory where your principal place of business is located. If your principal place of business is located outside Canada, this agreement will be governed by (i) the laws in effect in the province where the main account is open in your name or (ii) if no account is open in your name, the laws in effect in the province of Quebec.

Any dispute not resolved in accordance with section 28 must be submitted to the jurisdiction of the courts of the province or territory specified above.

30. Language

By signing the English version of the account application form, you confirm it is your wish that this contract and all related documents be drawn up in English. *En signant la version anglaise de la demande d'ouverture de compte, vous confirmez votre volonté que ce contrat et tous les documents s'y rattachant soient rédigés en anglais.*

PART II ♦ REMOTE BANKING SERVICES

This part sets out the terms and conditions that apply when you use or access any of our services or products (including an account) via an electronic or digital communication channel authorized by us. This part governs the following communication channels:

- > terminals;
- > telephone banking services;
- > our mobile and online banking services;
- > any use of a card that we may issue to you;
- > any other means of electronic or digital communication that we may authorize to access your accounts or use our services; (each a “communication channel”).

We take all reasonable steps available to us to ensure the confidentiality of all electronic exchanges of data and the security of transactions carried out via communication channels.

1. Rights to Access the Services

You can access the remote banking services when you open an account (including a credit card account). Subject to the granting of administrator access permissions, the use of communication channels does not require a specific subscription.

Unless otherwise specified, each person you designate as your “administrator” for remote banking will have access to all remote banking services. In particular, you authorize the administrator to:

- modify or withdraw the authorizations granted to other persons;
- manage the various access and passwords;
- enable and receive the notifications that we may send in connection with the services;
- authorize, enter, sign, and submit payment instructions or other banking transactions (as well as validate and authorize transactions);
- create, transfer, retrieve, and view files.

Any person named in the account application form as being authorized to sign the account applicable form and agreements relating to the use of banking services is automatically designated by you as an administrator for the use of our remote banking services.

Administrators have a user management role allowing them to delegate the partial use of the services to other users (each an “authorized user”). For some services, administrators may so delegate permissions and other rights directly within an application, platform, or website of the communication channel. You must therefore take all necessary steps to ensure that administrators and authorized users are aware of our guidelines for the use of remote banking. You are solely responsible for the consequences of the delegation granted to administrators and authorized users, in particular any consequences arising from (i) the administrators’ acts, omissions, faults, or negligence, (ii) the transactions carried out by administrators, and (iii) the administrators’ failure to comply with the internal powers granted to them.

2. Consent

Each transaction carried out using a communication channel and (i) an identifier and an authenticator or (ii) a card with a secret code has the same legal effect as if it had been made according to instructions written on paper and signed by you.

Some communication channels allow the administrators to establish single or multiple signing authority (these signing rights can be defined independently of the authorizations specified in the account application form):

- > single signature: an administrator or authorized user can sign alone the instructions for which they have signing authority.
- > multiple signatures: an administrator or authorized user can never sign alone; an instruction will only be authorized once validated by the required number of signatories.

We are not liable if you fail to validate any instructions submitted to us on a daily basis and within the required time frame, even in the absence of notification from us.

3. Account Transactions

You acknowledge that there may be a delay between the execution of a transaction and the time it is posted to the account.

Transactions carried out remotely will be credited to or debited from your account in accordance with the instructions of the administrator or authorized user. The transaction record produced when a service is used will confirm their instructions. We will make corrections to the account in the event of inaccuracies or errors.

4. Protection of Access

You must keep your identifier and authenticator secret and confidential at all times.

We will provide you with an initial password to access remote banking services, which you must change when you first use the service. You are solely responsible for any losses you may suffer in the context of the use of a communication channel if you are negligent in the protection of your identifier, password, and authentication information. You must notify us immediately if your password or user code is no longer confidential and secret or if you suspect that someone knows your password or user code.

Any transactions carried out remotely, in particular with your identifier or any other authentication information, are deemed to be made under your responsibility.

5. Use of the Card

Any card we issue to you to access remote banking services remains our property. The card may not be transferred to a third party and must be returned to us at our request, for example, if we ask you to do so because you are in breach of any terms and conditions under this agreement. You acknowledge that the card is issued for your business and is not intended to be used for the benefit of any other person. We may refuse any transaction to protect our respective interests. You must notify us immediately if the card is lost or stolen. If you fail to notify us promptly, you acknowledge that you may incur losses in your account.

If the card you are using is a Mastercard™ credit card issued by us, the responsibilities, and terms and conditions, for direct and indirect cash advances or purchases of goods and services are set out in your agreement governing the issue and use of that card.

Some cards may have a feature supporting contactless transactions without an authenticator. You may ask us to disable this feature, but until you ask us to do so, you have the same responsibilities for transactions made with the card as if you were using a card with an authenticator.

6. Validation of Account Transactions

At your request and depending on the circumstances, we may require a merchant to provide a receipt, invoice, or other document to confirm that the service or good has been delivered. Your written request to this effect must be received no later than 45 days from the end of the period covered by the statement on which the transaction in question appears.

7. Foreign Currency Transactions Made with the Card

If you make a foreign currency transaction using your card, that transaction will be converted into Canadian dollars at an exchange rate corresponding to the exchange rate set by the payment card network at the time the transaction is posted to the account, to which the percentage stipulated in the fee guide is added. If you use the Cirrus™ or Maestro™ network and the transaction is in a foreign currency other than the U.S. dollar, the transaction will first be converted into U.S. dollars by this network at its exchange rate. The amount will then be converted into Canadian dollars at this network's exchange rate in effect

when the transaction is posted to the account, to which the percentage stipulated in the fee guide is added.*

8. Withdrawal Limits

We may set limits on the use of the card or remote banking services. Some limits are daily, weekly, or based on the type of transaction. The maximum cash withdrawal amount and the purchase, payment, or transfer limits on the account for a given day are based on these limits. These limits will be communicated to you at the appropriate time, such as when you apply for a card or in a message displayed on the communication channel platform. Whenever possible, we will allow you to choose the limits that best meet your needs according to criteria defined by us.

9. Liability

You are liable for:

- (a) the activities and transactions carried out via a communication channel using (i) an identifier and authenticator or (ii) a card and password;
- (b) the use and retention of the various identifiers, authenticators, and cards used by any administrator or authorized user;
- (c) any losses (including the loss of data) if you use a communication channel in a manner that is inappropriate or contrary to our guidelines, including with respect to the protection of your identifier and authenticator;
- (d) any losses to your account if an unauthorized user breaches the access and security systems of any of the devices under your control or if such systems are inadequately protected;
- (e) any actions, omissions, fraud, or irregular transactions using the service by any third parties who breach your access or security systems; and
- (f) any losses resulting from a security issue affecting the device used to access a communication channel or a communication failure in connection with your enrollment to Internet services or networks that bring a device under your control into contact with other devices. You accept the inherent risks involved in the communication and transfer of information via such networks.

However, you will not be held liable for the transactions referred to in paragraph (a) if:

- > you prove that you have adequately protected at all times your identifier and authenticator, as well as any device or equipment under your control allowing you to use a communication channel, and that
- > your identifier and authenticator were obtained by fraud, theft, coercion, force, intimidation, deception, or trickery, provided that you promptly report such incident to us, file a complaint with law enforcement authorities, and cooperate fully in any investigation of the circumstances of the unauthorized use.

We are liable for losses in your account:

- > as a result of unauthorized transactions after your card, identifier, or authenticator has been reported lost or stolen to us;
- > as a result of unauthorized transactions after your card has expired or been cancelled;
- > after your access to remote banking services is cancelled.

10. Digital Deposits Service

By using the Digital Deposits service via a scanner or mobile device ("remote deposits"), you agree to comply with the terms of this section 10, our guidelines, and the Payments Canada standards on cheque images available at www.payments.ca.

If you sign up for remote deposits by scanner, you must further i) comply with the terms of the user guide and ii) obtain and maintain, at your expense, a scanner that is compatible with the software application offered by us for use with the service.

10.1 Image Capture and Transmission

By making a remote deposit, you agree to act as our agent or mandatary to create an image on our behalf. We will submit this image to another participating financial institution and, if necessary, create a clearing replacement document ("CRD") based on this image.

10.2 Eligible Instruments

The service can only be used to deposit eligible instruments issued by or drawn on a Canadian financial institution and made payable to you.

* Amended November 1, 2023: rate removed and placed in fee guide.

The service for remote deposits by scanner allows you to deposit your U.S. dollar instruments issued by or drawn on a Canadian or U.S. financial institution.

You must submit a legible image of the front and back of the original instrument to be deposited. Submitting an image of an ineligible instrument may result in the termination of your access to the service.

10.3 Receipt of the Image

The confirmation of receipt of an image does not automatically mean that it meets the applicable standards or is error-free, and we may accept or reject any image at our sole discretion. In the event an image is rejected, you must negotiate the original instrument using other means we make available to you. Any failure on our part to reject an image immediately does not diminish your liability.

10.4 Return

An instrument may be returned by the payor's financial institution for various reasons, including if it deems that the image cannot be processed, is illegible or unacceptable, or does not meet its standards. We will then return the CRD or the image rejected in accordance with Payments Canada's rules. We may debit the account even if an instrument is not accepted or is dishonoured if the usual clearing time frame has passed, and even if doing so results in an overdraft. You are responsible for any overdraft charges.

10.5 Retention and Destruction

You must retain the original instruments for a period of 15 days after the date of deposit and destroy these original instruments no later than 120 days after they have been deposited. During this 15-day retention period, you must check that the deposit amount has been credited to your account and reconcile account entries.

You must ensure that reasonable procedures are in place for the security, storage, and destruction of original instruments. In particular, these measures must prevent: (i) original instruments from being presented for payment again; (ii) the theft or reproduction of original instruments; (iii) access to information about original instruments. All deposited instruments must be destroyed using a destruction method that ensures that the original instruments are no longer accessible and cannot be reconstructed.

At our request during the initial 15-day holding period, you must provide the original paper copy of a deposited instrument and you will be responsible for the costs of obtaining a replacement for lost or destroyed instruments, if applicable.

10.6 Limits and Availability of Funds

We set limits on the amount and number of instruments you may deposit, and these limits may be changed at any time. The acceptance of a remote deposit in excess of these limits should not be construed as an agreement on our part to change the limits.

10.7 Representations

Each time you make a remote deposit, you represent that:

- a) you have complied with all requirements applicable to the deposit;
- b) there are no other images of the original instrument in circulation;
- c) the payment of the instrument is not subject to a stop payment;
- d) the instrument has not been deposited or cashed, nor will it be negotiated again;
- e) each instrument has been duly issued by the payor.

In addition, for each deposit of an instrument payable by a financial institution located in the United States, you agree to be bound by the presentment and transfer warranties under Articles 3 and 4 of the *Uniform Commercial Code*.

10.8 Unavailability

Remote deposits may not be available during the maintenance of our systems or due to technical issues. If digital deposits are interrupted or not available for a certain period, you can make deposits using the other deposit methods that we make available to you.

10.9 Additional Obligations

You agree to cooperate fully and in good faith with any investigation that we conduct regarding a remote deposit that is not compliant or includes an irregular transaction or defective transmission, or to resolve a complaint. You agree to provide the original or a high-quality copy of the deposited instrument as applicable, as well as any relevant information.

You must notify us immediately if you become aware of any irregular use of the digital deposits service.

PART III ♦ Definitions

Unless the context requires otherwise, the following terms have the respective meanings specified below.

Account means any deposit account opened by us in the name of your business.

Account application form means our form titled “Application for Opening a Business Account or Changing an Existing Account” and any substitute forms used to document the opening of an account.

Authenticator means any authenticator code associated to you or any of your representatives and authorized users that allows access to remote banking services and may be used with a card and/or identifier including a password, personal identification number, confidential or secret identification code, digital certificate, or biometric data.

Card means a debit card, credit card, or any other payment card that we may issue to you.

Identifier means any identification number associated to you or any of your representatives and authorized users, including a card or a card number as appropriate.

Instrument means any cheque, note, bill of exchange, payment order (including a transfer instruction or request to receive funds), or other document evidencing a payment instruction, whether or not negotiable and including in electronic form.

Malicious content means a deceptive or malicious URL or any other content that may cause harm to any person involved in a payment instruction;

Payment instruction means any request to transfer funds to or from an account.

Personal information means any information about an individual that, when used alone or with other information, identifies that individual.

Service means any service offered by us, including an account.

Terminal means any device that you activate with a card or other identifier to perform a remote banking transaction, including an ATM, cash dispenser, or point-of-sale terminal at a merchant.

United States person means

- > a natural person who is a citizen or resident of the United States;
- > a partnership or corporation incorporated in or under the laws of the United States or any U.S. state;
- > a trust, when one or more United States persons have the authority to control all substantial decisions of the trust and a court within the United States has jurisdiction over the administration of the trust.

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