



Peoples Trust

BUSINESS TO BUSINESS TRANSFER AUTHORIZATION FORM

ORGANIZATION NUMBER

INSTRUCTIONS

COMPLETE THIS FORM TO LINK YOUR PEOPLES TRUST BUSINESS ACCOUNT TO YOUR EXTERNAL BUSINESS ACCOUNT FOR FUNDS TRANSFER PURPOSES. SIGN THE "AUTHORIZATION" SECTION AND FORWARD THIS SIGNED DOCUMENT, ALONG WITH A VOID CHEQUE SAMPLE FROM THE EXTERNAL BUSINESS ACCOUNT TO PEOPLES TRUST BY FAX OR MAIL TO THE ADDRESS NOTED BELOW.

GENERAL INFORMATION

Financial Institution Name (the "Financial Institution") and Address

Date (the "Date")

DEPOSITOR INFORMATION

Business Name (the "Depositor") and Address

Account No. (the "Account")

Account Currency: CAD

EXTERNAL ACCOUNT INFORMATION (the "External Account(s)") (ATTACH COPIES OF PAGE 1, IF LINKING MORE THAN TWO EXTERNAL ACCOUNTS.)

External Financial Institution Name and Address

External Account Currency: CAD

- Debit External Account (Cash Management PAD)
 Credit External Account(Direct Deposit)
 BOTH DEBIT AND CREDIT

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INSTITUTION #

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BRANCH #

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EXTERNAL ACCOUNT #

External Financial Institution Name and Address

External Account Currency: CAD

- Debit External Account (Cash Management PAD)
 Credit External Account(Direct Deposit)
 BOTH DEBIT AND CREDIT

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INSTITUTION #

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BRANCH #

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EXTERNAL ACCOUNT #

AGREEMENT (MUST BE SIGNED IN ACCORDANCE WITH THE RESOLUTION OR INSTRUCTIONS, AS AND IF APPLICABLE.)

The undersigned agree to be bound by all terms and conditions of this Agreement. The undersigned acknowledge receiving a true copy of the terms and conditions. The undersigned represent, warrant, and guarantee that the Depositor is also the holder of the External Account(s), all persons who are required to sign on the Account have signed this Agreement, and that these persons are the same as those who are required to sign on the External Account(s).

The undersigned hereby declare that the information provided in this Agreement is true and accurate in every respect as of the Date. If any information in this Agreement or any related document is later found to be false, incorrect, or misleading in any respect on the Date, the undersigned acknowledge and agree that the Financial Institution may, in its sole discretion, in accordance with the Account Agreement, restrict, suspend, or terminate the Depositor's Account privileges.

AUTHORIZED SIGNATURE	NAME	TITLE	DATE

WITNESS SIGNATURE	NAME	TITLE	DATE

AUTHORIZED SIGNATURE	NAME	TITLE	DATE

WITNESS SIGNATURE	NAME	TITLE	DATE

FINANCIAL INSTITUTION APPROVAL

SIGNATURE	NAME	TITLE	DATE

PLEASE FAX OR MAIL THE COMPLETED FORM TO:
PEOPLES TRUST, SUITE 1400 - 888 DUNSMUIR STREET, VANCOUVER, BRITISH COLUMBIA V6C 3K4 FAX: 604-683-5110

TERMS AND CONDITIONS

In consideration of the Financial Institution agreeing to process Transactions under the Direct Services Funds Management Service, the Depositor agrees as follows:

1. INTERPRETATION AND APPLICATION

- 1.1 Any defined term used in this Direct Services External Account Link Agreement — Business (the “Agreement”), defined in the singular, is deemed to include the plural and vice versa.

“**Access Terminal**” means any device used to access any of the Depositor’s Accounts, including without limitation an automated teller machine, a computer, a portable hand-held device, or a telephone including any form of mobile telephone.

“**Account**” means any of the Depositor’s business accounts or subaccounts (if applicable) that the Depositor may have now or in the future, at the Financial Institution.

“**Account Agreement**” means the agreement for the operation of the Account.

“**Authorization**” means a signing, execution, or similar adoption by the External Account Holder, including, but not limited to, the use of a user ID/password combination or other method which is consistent with the CPA Rules, for the purpose of signifying the consent and/or agreement of the External Account Holder in accordance with applicable laws.

“**Business**” means any commercial entity including, but not limited to, any corporation, partnership, sole proprietorship, trust, franchise, association, government entity, venture or enterprise.

“**Cash Management PAD**” means a Pre-authorized Debit for the purpose of transferring, consolidating, or repositioning funds between the External Account and the Depositor’s Account with the Financial Institution.

“**CPA**” means the Canadian Payments Association, also referred to as Payments Canada, or any successor organization thereof, in effect from time to time.

“**CPA Member**” means either a member of the CPA or a Canadian financial institution deemed to be a member for purposes of the CPA Rules.

“**Depositor**” means the customer or member of the Financial Institution who holds the Account with the Financial Institution authorized by the Financial Institution for Direct Services.

“**Direct Deposit**” means a direct deposit to an External Account, debiting the Account, processed through the Direct Services Funds Management Service.

“**Direct Services**” means the services offered by the Financial Institution from time to time that let the Depositor access the Account using an Access Terminal. However, Direct Services do not include card services such as debit cards or smart cards provided by a Third Party.

“**Direct Services Agreement**” means the agreement for the use of Direct Services.

“**Direct Services Funds Management Service**” means the services offered by the Financial Institution from time to time through Direct Services that let the Depositor transfer funds from an External Account to the Account in the form of a Cash Management PAD, and/or that let the Depositor transfer funds from the Account to an External Account in the form of a Direct Deposit.

“**External Account**” means the account at the Processing CPA Member that is to be debited with a Cash Management PAD or credited with a Direct Deposit.

“**External Account Holder**” means the Business whose External Account is to be, or has been, debited with the amount of a Cash Management PAD, and/or credited with the amount of a Direct Deposit, and who is also the Depositor.

“**Financial Institution**” means the financial institution set out on page 1 of this Agreement.

“**PAC**” means the personal access code or word used with Direct Services to access an Account.

“**Person**” means a natural person, member, business, or other legal entity.

“**Pre-authorized Debit**” means a Transaction debiting an External Account that is processed electronically by the Financial Institution in accordance with the Depositor’s written request.

“**Processing CPA Member**” means the CPA Member that holds an External Account of the External Account Holder.

“**Rules**” means the regulations, by-laws, rules, and standards of the Canadian Payments Association, also referred to as Payments Canada, or any successor organization thereof, in effect from time to time.

“**Set Interval**” means occurring at specified, set, or predictable periods or times.

“**Signing Officer**” means any person approved by the Depositor to approve, through Direct Services, either alone or with 1 or more Signing Officers, Transactions on the Account. Notice of such authorization may be required to be given to the Financial Institution in accordance with the terms of the Account Agreement or Direct Services Agreement.

“**Sporadic**” means occurring occasionally, irregularly, intermittently, infrequently, periodically, and not at a Set Interval.

“**Third Party**” means any Person, firm, corporation, association, organization, or entity other than the Financial Institution or Central 1 Credit Union.

“**Transaction**” means any transaction processed to or from the Account.

“**Written**” means any form of representing or reproducing words in visible form and includes an electronic document, provided the electronic document is under the control of the intended recipient, the information contained in the electronic document is substantially in the same form as a paper copy, and the information contained in the document is accessible if requested.

- 1.2 Terms used herein which are defined in the CPA Rules and which are not otherwise defined herein shall have the meanings attributed to them in the CPA Rules.

- 1.3 This Agreement governs the processing of funds transfers, including Cash Management PADs and Direct Deposits under the Direct Services Funds Management Service. This Agreement does not apply to the processing of Business PADs, Personal PADs, or Funds Transfer PADs.

2. SERVICES

- 2.1 The Depositor authorizes the Financial Institution to:

- process Cash Management PADs specifying the amounts to be credited to the Account and debited to External Accounts, to credit such amounts to the Account, and to deliver Cash Management PADs through the clearing system on behalf of the Depositor for the purpose of collecting them in the ordinary course, and/or
- process Direct Deposits specifying the amounts to be credited to designated External Accounts and the off-setting debits of such amounts against the Account.

- 2.2 The Depositor shall furnish to the Financial Institution, at the times and in the format specified by the Financial Institution, information required by the Financial Institution to enable the Financial Institution to process or cause to be processed Transactions through the Direct Services Funds Management Service on behalf of the Depositor. The information required by the Financial Institution shall include, without limitation, the name of each External Account Holder, the name and branch or office of each Processing CPA Member, the type and number of such External Account, and the dates and amounts of Transactions through the Direct Services Funds Management Service to be debited from or credited to such External Account for payment to the Depositor or External Account Holder, as the case may be.

- 2.3 The processing of Transactions under the Direct Services Funds Management Service shall be subject to all applicable CPA Rules.

- 2.4 The Depositor acknowledges and agrees that the Financial Institution, at its discretion, may limit the amount and type of Transactions under the Direct Services Funds Management Service, specifically whether Transactions will be in the form of credits to the External Account, debits from the External Account, or both credits to and debits from the External Account.

- 2.5 The Financial Institution shall have the right to amend the terms and conditions relating to the processing of Transactions under the Direct Services Funds Management Service from time to time, and the Depositor agrees, and confirms that the External Account Holder agrees, to comply with such amended terms.

- 2.6 Transactions under the Direct Services Funds Management Service will:

- require the approval, through Direct Services, of the Depositor and/or any required Signing Officer(s);
- be approved once the Depositor and/or any required Signing Officer(s) has logged on to Direct Services using a PAC and approved the Transaction.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS GOVERNING CASH MANAGEMENT PADS

- 3.1 The Depositor warrants and guarantees to the Financial Institution that execution of this Agreement by the Depositor constitutes a continuing but revocable Authorization by the External Account Holder to debit its designated External Account with such Cash Management PADs and constitutes a proper authority for the Processing CPA Member to debit the External Account Holder’s External Account for the amount of each Cash Management PAD that is initiated by the Depositor, as may be set out in the External Account Holder’s External Account agreement with the Processing CPA Member.

- 3.2 If the Depositor issues Cash Management PADs with Sporadic frequency, the Depositor shall obtain a proper Authorization from the External Account Holder for each and every Cash Management PAD with Sporadic frequency, in accordance with the CPA Rules. The Depositor represents, warrants, acknowledges, and agrees that each Signing Officer on the Account has authority to provide Authorization for each Sporadic Cash Management PAD on behalf of the External Account Holder, and the instruction to process the Cash Management PAD by a Signing Officer shall be binding upon the Depositor and may be relied upon by the Financial Institution and the Processing CPA Member as a valid Authorization of the Sporadic Cash Management PAD.

TERMS AND CONDITIONS (CONTINUED)

- 3.3 The Depositor represents, warrants, and acknowledges that each person who is authorized to execute this Agreement on behalf of the Depositor also has signing authority over the External Account.
- 3.4 The Depositor hereby undertakes, acknowledges, and agrees that:
- a) the Depositor will
 - i) accept and act on any notice of change of the External Account Holder's payment routing information that it receives from the Financial Institution that was provided to the Financial Institution by the Processing CPA Member in relation to an administrative change to that information by the Processing CPA Member pursuant to the CPA Rules that does not involve the External Account Holder changing its External Account to another Processing CPA Member; and
 - ii) deem such notice of change to be that External Account Holder's Authorization to change its relevant payment routing information,provided that the Financial Institution shall be responsible to the Depositor only for the accuracy of information provided in any such notice of change that it provides to the Depositor;
 - b) upon the return of a Cash Management PAD for reason of "Non-Sufficient Funds" or "Funds Not Cleared," the Depositor may, within 30 days of such return, re-present the Cash Management PAD electronically on a one-time only basis for the same amount as the original debit and such re-presentation shall not contain interest, NSF charges or any other charges in addition to the original PAD amount;
 - c) the Depositor will ensure that an audit trail, including evidence of Authorization and all information needed to retrieve or trace a Cash Management PAD, is maintained for a minimum of 36 months following the last Cash Management PAD processed in accordance with such Authorization.

4. LIABILITY

- 4.1 The Depositor shall be solely responsible for the accuracy and completeness of all information furnished to the Financial Institution, and the Financial Institution shall not be responsible in any way for errors resulting from the inaccuracy or incompleteness of any information furnished to the Financial Institution by or on behalf of the Depositor or any officer, employee, or agent of the Depositor. The Depositor undertakes and agrees to indemnify the Financial Institution for any and all amounts that may be erroneously paid by the Financial Institution or any Processing CPA Member in respect of any Transaction under the Direct Services Funds Management Service erroneously credited or debited by the Financial Institution or any Processing CPA Member pursuant to any such information furnished by the Depositor.
- 4.2 The Financial Institution shall not be responsible or liable for any claim, demand, cost, expense, damage, penalty, delay, or inconvenience to the Depositor or any other Person resulting from failure of the Financial Institution to perform any of the services herein contemplated by reason of any cause beyond the control of the Financial Institution or for any reason whatsoever other than the gross negligence or willful default of the Financial Institution. The Financial Institution shall not in any event be liable to the Depositor or to any other Person for any special, indirect, or consequential loss, costs, or damages.
- 4.3 The Depositor undertakes and agrees to hold harmless and to indemnify the Financial Institution and any Processing CPA Member against all loss, costs, fees, damages, expenses, liability, claims, suits, and demands whatsoever that the Financial Institution or any Processing CPA Member may suffer, incur, or be under or that may be made or brought against the Financial Institution or any Processing CPA Member, by whomsoever made or brought, by reason of or in any way arising out of any Transaction under the Direct Services Funds Management Service except where such loss, costs, fees, damages, expenses, liability, claims, suits, or demands result from erroneous information provided or an error committed by the Financial Institution or any Processing CPA Member.
- 4.4 The Depositor undertakes and agrees to reimburse the Financial Institution for any claim paid by the Financial Institution as a result of the External Account Holder or other Person alleging that a Cash Management PAD was not drawn in accordance with the External Account Holder's Authorization to the Depositor, that the External Account Holder's Authorization to issue Cash Management PADs was revoked, or that no agreement for a Cash Management PAD existed between the External Account Holder and the Depositor.
- 4.5 The Depositor undertakes and agrees to reimburse the Financial Institution and any Processing CPA Member for payment of any claim made by the External Account Holder in accordance with the CPA Rules. The Depositor acknowledges that the Financial Institution is required to honour any debits received from Processing CPA Members for the amounts of any Cash Management PADs returned in accordance with the CPA Rules and reimbursed by the Processing CPA Member to the External Account Holder.
- 4.6 The Depositor shall be liable for, and shall indemnify the Financial Institution against, any interest claim associated with the return of a Cash Management PAD.
- 4.7 The acceptance by a Processing CPA Member of moneys paid by the Financial Institution on behalf of the Depositor hereunder shall be considered full and final discharge of the Financial Institution's obligation to the Depositor in respect of the moneys so paid. The Depositor will not have recourse within the Rules for any Cash Management PAD.

5. COMPLIANCE WITH LAWS

- 5.1 The Financial Institution is authorized, at its discretion and without liability hereunder, to comply with the provisions of any statute, ordinance, order, requirement, or regulation, which purports to impose on the Financial Institution a duty to take or refrain from taking action of any kind.
- 5.2 The Depositor agrees to be bound by, comply with, respect, and apply all relevant provisions of the *Canadian Payments Act* and the CPA Rules in force from time to time as they apply to Cash Management PADs and Direct Deposits, including, without limitation, the confirmation/pre-notification requirements, waiver of pre-notification requirements, or cancellation requirements as set out in the CPA Rules.

6. TERMINATION

- 6.1 Unless specified otherwise in the Account Agreement or Direct Services Agreement, this Agreement may be terminated by either party upon not less than 1 business day's prior Written notice. Notwithstanding any such termination of this Agreement, the provisions of the CPA Rules and the indemnification provisions in this Agreement shall continue to remain in full force and effect with respect to any Transaction under the Direct Services Funds Management Service or other obligation of the Financial Institution in accordance with the provisions of this Agreement prior to the day upon which such termination takes effect.

7. GENERAL

- 7.1 Any notice required or permitted to be given hereunder shall be in writing and shall be delivered in accordance with the Account Agreement or Direct Services Agreement.
- 7.2 The terms and conditions of the Account Agreement and the Direct Services Agreement between the Depositor and the Financial Institution will apply to the Transactions contemplated by this Agreement.
- 7.3 This Agreement may not be assigned by the Depositor, whether directly or indirectly, by operation of law, change of control, or otherwise, unless and until the Financial Institution provides Written notice confirming acceptance of the assignment and the assignee provides to the Financial Institution any requisite information required to operate an account. Any accepted assignment remains subject to the Financial Institution's prior existing security interests or rights of set-off.
- 7.4 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 7.5 It is the express wish of the parties that this agreement and any related documents be drawn up and if execution is required, to be executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.