

1. Definitions

Additional Partial Prepayment (Margin Call/Risk Exposure Top-Up Payment): An additional partial pre-payment of amounts owed to Convera by Client which Convera requires Client to pay in connection with a Forward Contract. The amount of any additional partial pre-payment shall be determined by Convera in its sole discretion and shall be based on the actual adverse foreign currency fluctuation relative to Client's original Forward Contract purchase price and/or any adverse change in Client's financial standing and/or creditworthiness (as determined by Convera in its sole discretion). For the avoidance of doubt, Convera may require a Client to make more than one Additional Partial Prepayment (Margin Call/Risk Exposure Top-Up Payment) during the term of any Forward Contract.

Application: Shall mean the application form(s) which Client completed and submitted to Convera for the purpose of using the Services.

Authorized User: An individual authorized by Client to access the Online Payment System on behalf of Client.

Bankruptcy Event: With respect to a Party, a Bankruptcy Event shall be deemed to occur if such Party (1) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4)(A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights (including any plan of arrangement law under any corporations statute where the corporation proposes or intends to propose an arrangement with respect to any class of creditors of the corporation), or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (A) above and either (I) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (II) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (I) to (7) above (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

Beneficiary Bank: The financial institution holding an account of a Payee designated by Client for the transmission of a payment to a Payee.

Beneficiary Payment: A payment transmitted by Convera to a Payee's account at a Beneficiary Bank pursuant to an Instruction from Client.

Cancellation: A request by Client to cancel an Instruction to transmit a payment to a Payee when the payment has not yet been released by Convera for transmission to the Payee's Beneficiary Bank.

Business Day: A day on which commercial banks and foreign exchange markets are open to settle payments in the city in which the office through which Convera is acting for purposes of the relevant Service is located.

Client: The entity entering into these Terms and Conditions with Convera.

Client Access Methods: The unique password(s) and user identification(s) required to access the Online Payment System

Close Out Amount: A net amount (in whatever currency is owed) as determined by Convera equal to the total amount of the losses or costs of Convera that are or would be incurred under then prevailing circumstances (expressed as a positive number) or gains of Convera that are or would be realized under then prevailing circumstances (expressed as a negative number) in replacing, or in providing for Convera the economic equivalent of, (a) the material terms of all outstanding transactions terminated in connection with the termination of Services pursuant to Section 7B, including all payments that would, but for the fact such transactions were terminated pursuant to Section 7B, have been required after the date of termination (assuming satisfaction of any conditions precedent) and (b) the option rights of the parties in respect of such terminated transactions. Any Close Out Amount will be determined by Convera, which will act in good faith and use commercially reasonable procedures in order to produce a commercially reasonable result. The Close Out Amount will be determined by Convera as of the date the relevant transactions are terminated, or if that would not be commercially reasonable, as of the date or dates following the date of termination as would be commercially reasonable. Unpaid Amount in respect of the terminated transactions and legal fees and out-of-pocket expenses are to be excluded in the determination of a Close Out Amount,

Confidential Client Information: Has the meaning given in Section 9C.

Contract Funds: The type of currency and amount Client agrees to either purchase from or sell to Convera.

Conversion Currency: Has the meaning given in Section 14A.

Convera: Convera Canada ULC.

Convera Affiliate: Any entity the ultimate corporate parent or holding company of which is also the ultimate corporate parent or holding company of Convera.

Draft: An instrument issued by Convera made payable to Client's nominated beneficiary in a specified single currency.

Edge Platform: An on-line platform made available by Convera and/or Convera Affiliates through which Client can access transaction and account information and utilize the Online Payment System including the HTH Service, as well as access other features offered by Convera from time to time.

Facilities Letter: As defined in a Forward Contract Addendum or Option Agreement, as the case may be.

Failure to Pay: Failure by Client to make, when due, any payment required to be made by it to Convera in connection with the provision of Services by Convera to Client (including pursuant to these Terms and Conditions, any Forward Contract Addendum, any Options Agreement, any Transaction Confirmation, any Facilities Letter and/or any Addenda or other supplement to these Terms and Conditions).

Forward Contract: A legally binding agreement in which Client agrees to purchase from (or sell to) Convera a specific amount of funds in one currency and to settle, on an agreed future date, in a corresponding amount of funds in another currency.

Forward Contract Addendum: Any Forward Contract Addendum entered into by Convera and Client which is subject to these Terms and Conditions and sets forth the terms of foreign exchange forward contracts entered into between Convera and Client.

Holding Balances: Client funds temporarily held by Convera for Client's risk management purposes pending receipt from Client of an Instruction, including Payee designation, or the same Service when made available to other clients of Convera and other Convera Affiliates.

HTH Service: Shall mean the Service whereby Convera enables Client to receive Inbound Payments or make Outbound Payments, or the same service when made available to other Clients of Convera and Convera Affiliates.

Inbound Payment: In connection with the HTH Service, shall mean a transfer of funds on the instruction of a Second Client into Client's Holding Balance maintained in a particular currency from a Second Client's Holding Balance maintained in the same or a different currency.

Incoming Payment: Has the meaning given in Section 6.

Instruction: A request by Client for Convera to provide Services, including any request for Services made by mail, electronic mail, facsimile, telephone, file transfer, a Standing Order Instruction, the Online Payment System or other means.

Options Agreement: Any Options Trading Terms and Conditions Agreement entered into by Convera and Client which is subject to these Terms and Conditions and which sets forth the terms of foreign exchange option contracts entered into between Convera and Client.

Options Contract: Has the meaning given to such term in the Options Agreement.

Online Payment System: The online system(s) that enables Client to send and receive global payments. For greater certainty, the Online Payment System includes the Edge Platform.

Order: A transaction in which the Client agrees to purchase or sell currency from or to Convera or purchase from Convera Drafts, Wires or enter into any other transaction with Convera for Services.

Other Amounts: Has the meaning given in Section 7C.

Outbound Payment: In connection with the HTH Service, shall mean a transfer of funds from Client's Holding Balance maintained in a particular currency into a Second Client's Holding Balance maintained in either: (i) the same currency or (ii) a different currency. A transfer referred to in clause (ii) shall be made pursuant to Client's request to purchase funds of such different currency from Convera or a Convera Affiliate in exchange for funds in Client's applicable Holding Balance.

Partial Prepayment: Any initial partial pre-payment of amounts owed to Convera by Client which Convera requires Client to pay in connection with a Forward Contract.

Party or Parties: Individually or collectively, Client and Convera.

Payee: Any third party to which Client instructs Convera to deliver a payment.

Payee Data: Has the meaning given in Section 9D.

Payment Currency: the currency designated by Client, and agreed by Convera, for transmission to a Payee.

Quoting Error: has the meaning given in Section 2I.

Recall: A request by Client for Convera to recall a Beneficiary Payment.

Second Client: Shall mean another client of Convera (i.e. other than Client) or another Convera Affiliate using the HTH Service to make and/or receive payments.

Services: Whether in the singular or the plural, the buying or selling of foreign currency, the making of payments by electronic means or Draft, the use of the Online Payment System, the Services contemplated in any Addendum (including any Options Agreement, Forward Contract Addendum or any other addendum), the debiting and/or crediting of Client's bank account and any other global payment solutions provided by Convera in accordance with an Instruction of Client.

Settlement Amount: The total amount, including the cost of currency acquisition as well as any fees and charges, Client owes to Convera in respect of the related transaction, less any Partial Prepayment and/or Additional Partial Prepayment (Margin Call/Risk Exposure Top-Up Payment) previously paid by Client to Convera which is applied by Convera in calculating the Settlement Amount. If any Settlement Amount is paid to Convera electronically, Client agrees that such Settlement Amount shall not be recallable by Client without Convera's prior written consent.

Settlement Currency: The currency designated by Client, and agreed by Convera, as the currency for settlement from Client to Convera in connection with a transaction.

Site Administrator: The individual designated by Client to access and administer the security of Client's and its Authorized User's use of the Online Payment System.

Stale Period: Has the meaning given in Section 16J.

Standing Order Instruction: Client's Instruction, which must be delivered to Convera (i) in writing by letter or electronic mail, (ii) via the Online Payment System, or (iii) by telephone call, to purchase/sell Contract Funds at the Target Rate.

Standing Order Termination Date: The date and time provided by Client, by which Client has instructed Convera to purchase or sell the Contract Funds at the Target Rate.

Sustainable and Purchasable: In regard to foreign exchange market rates, the rate at which a Standing Order will be executed. The rate must be traded in the market with volume sufficient to sustain that rate level for a commercially reasonable timeframe (as determined by Convera).

Target Rate: The rate at which Client has instructed Convera to purchase/sell Contract Funds if and when the stipulated rate is Sustainable and Purchasable.

Terms and Conditions: These Terms and Conditions and any exhibits, attachments, schedules and/or addenda (including any Options Agreement or Forward Contract Addendum), which together with Transaction Confirmations and any other documentation entered into by the Parties shall govern the relationship between the Parties as it relates to the ordering and delivery of the Services contemplated herein.

Third Party Sender: Has the meaning given in Section 6A.

Transaction Confirmation: A notification that sets forth a confirmation number and other relevant details related to the transaction(s) Client has directed Convera to execute.

Unpaid Amounts: In connection with the determination of the amount owing under Section 7B, the amounts that became payable to Convera (or that would have become payable but for any condition precedent) with respect to the terminated transactions on or prior to the date of termination and which remain unpaid as of the date of termination, together with any amount of interest accrued or other compensation in respect of that obligation, as appropriate.

U.S. Person: U.S. Person has the meaning given to it in *the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations*, 78 Fed. Reg. 45292 (July 26, 2013), as it may be amended by the U.S. Commodities Trading Futures Commission from time to time in relation to derivatives regulation promulgated under the Dodd-Frank Wall Street Reform and Consumer Protection Act.

2. Conducting Business with Convera

- A. **Reliance on Instruction.** Client hereby authorizes Convera, acting directly or through a Convera Affiliate, to accept, act and rely upon any Instruction that Convera reasonably believes to have been delivered by Client.
- B. **Accuracy of Instruction.** Before transmitting an Instruction to Convera, Client shall be responsible for ensuring that all information contained in the Instruction is complete, accurate and, if in writing, legible. If Client subsequently learns of any error in an Instruction, Client must immediately notify Convera in writing.
- C. **Inaccuracy of Instruction.** If Client fails to provide a timely, complete and (if in writing) legible Instruction, Convera will place the Contract Funds in a Holding Balance pending receipt from Client of the information necessary to complete the Payee transaction(s), provided that Client is not otherwise in default hereunder. Convera shall not be liable for any loss or damage suffered by Client as a result of any such delay. Convera additionally reserves the right to refuse any Instruction that is incorrect, incomplete, or unsatisfactory to Convera for any reason.
- D. **Transaction Processing.** Convera agrees to process transactions for Client as soon as commercially practicable (during normal business hours) in accordance with Client's Instruction, subject to other provisions of these Terms and Conditions. The Parties agree that a transaction shall be deemed to be binding and final once a Transaction Confirmation has been generated by Convera or a Convera Affiliate. Convera will send Draft(s) to Client or the relevant Payee once an Instruction is processed or initiate the electronic funds transfer(s) to the Payee(s) upon receipt of the Settlement Amount from the Client, or, if Convera has elected (in its sole discretion) to provide the Client with trade or settlement credit, prior to the receipt of the Settlement Amount from the Client. The Parties agree that, for transactions other than Forward Contracts and Options Contracts and unless Convera has not received proper Instructions or Client is otherwise in default hereunder, Convera will initiate delivery of Contract Funds to Client within two (2) Business Days of receipt of such Settlement Amount from Client.
- E. **Cancellations/Recalls.** Client may request a Cancellation of a payment Instruction or a Recall of a Beneficiary Payment. For a payment that has not been released by Convera for transmission to the Payee, if a Client requests a Cancellation, Convera will use reasonable efforts to stop the release of the payment, provided the request is received sufficiently in time prior to the scheduled release of the payment. For Beneficiary Payments that have been transmitted to the Payee, Client may request that Convera transmit a Recall request to the Beneficiary Bank. Convera shall have no liability to Client if it is unable to process a Cancellation or obtain the return of funds transmitted to the Beneficiary Bank and Client shall remain liable for any unpaid amounts owed in connection with the processing of the Instruction. Convera, in its discretion, may require payment of a fee for a Recall, and may require Client to execute an indemnification agreement, indemnifying Convera for any claims brought by third parties in connection with the Recall.
- F. **Liability for Losses Caused by Changes in Foreign Exchange Rates.** In the event of a Recall of a Beneficiary Payment, or in the event a payment to a Payee is rejected by a Beneficiary Bank or otherwise is unable to be delivered to the Payee for any reason, Client agrees and acknowledges that in connection with the return of any funds to Client, the Beneficiary Bank, an intermediary bank, or Convera may convert the funds from the Payment

Currency back to the Settlement Currency, at the then-prevailing rates, as determined by Convera or the processing institution in its sole discretion. Convera shall not be liable to Client for any foreign exchange losses occurring due to such re-conversion.

- G. **Assignment of Interest to Convera.** Client understands that no interest (or any other compensation) will be paid by Convera to Client with respect to any funds that are pre-paid to Convera (including, without limitation, any Partial Prepayment or Additional Partial Prepayment (Margin Call/Risk Exposure Top-Up Payment) paid in connection with a Forward Contract or any other amount which is held by Convera (including funds being maintained in a Holding Balance). In consideration for Client's use of the Services, Client irrevocably transfers and assigns to Convera any ownership right that Client may have in any interest that may accrue on any funds held by Convera. For avoidance of doubt, such assignment applies only to the interest earned on the funds and there is no assignment to Convera of any principal amount of Client's funds held as a Holding Balance for Client by Convera.
- H. **Fees.** Client understands that Convera will charge certain fees for the Services, which fees shall be set forth in a fee schedule that will be provided to Client from time to time or upon request. Convera may change the fees charged for the Services at its sole discretion at any time upon written notice to Client. Any changes shall be effective from the date of the notice.
- I. **Quoting Error.** Should a quoting error occur due to a typo or obvious mistake in a rate quote or other rate indication provided by Convera (a "Quoting Error"), Convera shall not be liable for any damages, claims, losses, liabilities or cost arising from such Quoting Error. Convera reserves the right to make necessary adjustments to correct any Quoting Errors. Any dispute arising in respect of a Quoting Error will be resolved on the basis of the fair market value of the relevant currency at the time such Quoting Error occurred, as determined by Convera, acting reasonably.

3. License Agreement and Terms of Use; Indemnity

- A. **Online Payment System License.** Convera grants to Client, for so long as these Terms and Conditions remain in effect, not to exceed one (1) year of continued non-use of the Services by Client, a non-exclusive, non-transferable, non-sublicensable license to use the Online Payment System for the sole purpose of facilitating its use of the Services. Client agrees to use the Online Payment System in accordance with these Terms and Conditions.
- B. **Online Payment System Restrictions.** Client agrees that the Online Payment System is and shall remain the exclusive property of Convera and that no rights therein, express or implied, shall be acquired by Client, except to the extent contemplated in these Terms and Conditions. Accordingly, Client shall not distribute or disclose the Online Payment System to, or permit use of the Online Payment System by, any third party. Client shall not, directly or indirectly, decompile, disassemble, reverse engineer or otherwise attempt to derive or discern the source code or internal workings of the Online Payment System.
- C. **Intellectual Property Indemnity.** Convera shall indemnify and hold Client harmless of any damages and costs awarded by a court of competent jurisdiction against Client, which relate directly to a finding by such court that Client's use of the Online Payment System in accordance with these Terms and Conditions infringed any copyright, patent, trade secret or other intellectual property right of a third party; provided, however, Client must provide Convera with prompt notice of any actual or potential third party claim, and agree to allow Convera, to the extent it chooses, to defend and direct all activities relating to the defense and/or settlement of any such third party claim.

4. Online Payment System Security

- A. **Authentication Methods.** If Client requests access to the Online Payment System, Convera will issue each Authorized User an authentication method of their choosing, from those currently offered by Convera and Client will assume sole responsibility for use of such authentication method(s) chosen by such Authorized User(s). Client agrees that if using the digital certificate authentication method, the digital certificate(s) will be used only by an Authorized User on Client's premises or at a Client authorized remote location(s).
- B. **Client Access Methods.** The security of Client's access to the Online Payment System, including, but not limited to the security and secrecy of Client Access Methods, shall at all times be the sole responsibility of Client and shall be administered by the Site Administrator and the Authorized User, as applicable.
- C. **Site Administrator.** Client shall appoint and maintain the appointment of a Site Administrator and provide the name of this individual to Convera. The Site Administrator shall be designated as the primary contact (unless otherwise communicated in writing by the Site Administrator, which writing shall designate a replacement primary contact).
- D. **Authorized Users.** The Site Administrator shall provide Convera with a list of Authorized User(s) so Convera can properly assign the Client Access Methods. Each Authorized User may change its Client Access Methods at any time after Convera's initial assignment. In addition, the Site Administrator may at any time after the initial assignment, change the Client Access Methods or amend certain access rights for any Authorized User.
- E. **Security of Client Access Methods.** Client shall notify Convera immediately in the event of any suspected or actual breach of the Client Access Methods, any change in the information contained in the digital certificate(s) or upon learning of any suspected or actual compromise in the security of the private key underlying the digital certificate(s) or any change, addition or deletion of an Authorized User's Client Access Methods. Notwithstanding such notification, Client accepts responsibility for all acts or omissions of any person that accesses the Online Payment System through the Client Access Methods and, agrees to be bound by the terms of all online transactions executed and orders placed through the Online Payment System using Client Access Methods.
- F. **Security of Client Access Methods.** Client shall at all times be solely responsible for the security of the Client Access Methods and agrees that any use of same to provide an Instruction to Convera shall be binding on Client.

- G. **Additional Security Provisions.** Client acknowledges and agrees that it is responsible for the security of any email systems it uses to communicate with Convera, including assuring that its systems (whether provided directly by Client or through a third party) are not accessed by an unauthorized third party. Client represents and warrants that it has commercially reasonable authentication and user credential procedures designed to authenticate users of its systems. Client shall: (i) maintain physical, electronic and procedural controls associated with all information systems used to process, transmit or store information, in accordance with industry standards; (ii) implement appropriate controls to ensure that systems used to process, transmit or store information are protected against malware; and (iii) maintain sufficient software, hardware, systems, personnel and other resources to ascertain whether a penetration attempt is being made against any part of Client's network, mainframe, server or other infrastructure, application or facility used by Client to process, transmit or store information. In the event Client receives Instructions or other communications from a third party on which it relies to transmit payment Instructions to Convera, Client shall take reasonable measures to confirm that such communications or Instructions are accurate and properly authorized and are not from an unauthorized third party. Client and not Convera shall be responsible for any erroneous Instructions sent to Convera by Client that are based on false or erroneous information received by Client from a third party. Client shall immediately inform Convera in the event of any security breach, or other material cause for reasonable concern about information security, which could result in any unauthorized Instruction being sent to Convera.
- H. **Convera Reliance on Client Instructions; Indemnity.** Client acknowledges and agrees that, absent actual knowledge by Convera that Instructions purporting to be from Client or Client's Authorized User are not in fact from Client, Convera may accept Instructions for Client from any person using Client Access Methods. In the event Client elects to provide Instructions to Convera by email, Convera may accept Instructions transmitted from or appearing to be transmitted from Client's email account unless Client has notified Convera that such Instructions should not be accepted. Without limiting the generality or applicability of any other provision of these Terms and Conditions, Client agrees to indemnify and hold Convera harmless for any damages, losses, costs and expenses incurred by Convera arising out of: (i) any breach of Client Access Methods; (ii) any Instruction made by email or other means reasonably believed by Convera to have been delivered by Client, including without limitation following any compromise of the passwords or user identifications associated with an email account or any other "hacking" of an email account; and/or (iii) any breach of any Client system(s) used to access the Online Payment System or otherwise used by Client.

5. Standing Order Instructions

- A. **Standing Order Instruction.** If Client issues a Standing Order Instruction to Convera, Client authorizes Convera to accept and act in accordance with the Standing Order Instruction to purchase /sell Contract Funds at a specified Target Rate. Each Standing Order Instruction shall be effective only after Convera has received it and has had a commercially reasonable opportunity to act upon it.
- B. **Standing Order Purchase or Termination.** The Standing Order Instruction shall remain effective unless Client instructs Convera to cancel the Standing Order Instruction, or alternatively, if Client has provided Convera with a Standing Order Termination Date, the Standing Order Instruction shall remain effective until such Standing Order Termination Date. Once the terms of the Standing Order Instruction are met, Convera will send to Client a Transaction Confirmation. For Client who has provided a Standing Order Termination Date, if the Target Rate does not become Sustainable and Purchasable on or before the Standing Order Termination Date, the Standing Order Instruction shall automatically expire on the Standing Order Termination Date. Client agrees to promptly review each Transaction Confirmation for accuracy and promptly advise Convera of any error or discrepancy therein.
- C. **Cancellation of Standing Order Instruction.** In order to cancel a Standing Order Instruction, Convera must receive from Client an Instruction, in writing or by telephone call, directing cancellation and have had a commercially reasonable opportunity to act upon such Instruction, before the Contract Funds have been purchased by or sold to Convera. In the absence thereof, Convera shall act in accordance with the Standing Order Instruction and Client shall be liable for payment of the Settlement Amount.

6. Incoming Payments

- A. **Delivery of Incoming Payments.** Client may instruct a third party ("Third Party Sender") to electronically deliver funds for the benefit of Client into a correspondent bank account designated, owned and maintained by Convera or a Convera Affiliate (the "Incoming Payment").
- B. **Third Party Sender Information.** Client shall require that the Third Party Sender include Client's name and account number (as designated by Convera) in the memo or reference line of any such Incoming Payment. Convera may in its sole discretion, attempt to contact the Third Party Sender to secure any additional information that may be needed to ensure accurate processing of the Incoming Payment. Convera shall not be liable to Client for any loss or damage suffered by Client as a result of any delay in delivery of the Incoming Payment which results from the lack of complete and accurate Incoming Payment information.
- C. **Acceptance of Third Party Sender Payments.** Client agrees that when Convera or a Convera Affiliate accepts Client's Incoming Payment, it does so on Client's behalf, and that receipt of the Incoming Payment by Convera or a Convera Affiliate shall be deemed payment to Client by the Third Party Sender.
- D. **Transmission of Funds.** Following Convera's receipt and confirmation of the Incoming Payment details, Convera will promptly deliver the funds into Client's Holding Balance, after deducting any applicable fees, or if Client had previously delivered an Instruction to Convera stipulating the disposition of the Incoming Payment, Convera shall initiate the payment in accordance therewith. Funds from Incoming Payments will be deposited into the

Holding Balance in the same currency in which the Third Party Sender submitted the funds and no currency exchange will take place unless Convera receives an Instruction from Client in accordance with Section 2 above.

7. Obligations; Early Termination and Close Out; Right of Set-off

- A. **Obligations.** Unless otherwise provided in these Terms and Conditions or agreed in writing between Convera and Client, Client agrees to promptly make each payment to be made by it to Convera (including any Settlement Amount) in immediately available funds on the due date as specified in the relevant Transaction Confirmation or otherwise pursuant to these Terms and Conditions. In the case of any Settlement Amount, Client agrees to pay such Settlement Amount within two (2) Business Days following Client's Instruction to purchase/sell the Contract Funds.
- B. **Early Termination and Close Out.**
- (i) Upon the occurrence of either a Failure to Pay or a Bankruptcy Event in each case with respect to Client, Convera shall have the right (at its sole discretion and without notice) to terminate the Services and/or terminate all outstanding transactions between Convera and the Client.
 - (ii) In the event Convera decides to terminate all outstanding transactions, Convera will as soon as reasonably practicable following the date of such termination determine a Close Out Amount. If the sum of the Close Out Amount and the Unpaid Amounts is a positive number, the Client will pay such amount to Convera; if the sum of the Close Out Amount and the Unpaid Amounts is a negative number, Convera will pay an amount equal to the absolute value of such amount to the Client. In all cases, any amount determined in accordance with the immediately preceding sentence will be payable on the day on which notice of the amount payable is delivered to Client by Convera.
 - (iii) If Client has granted Convera electronic debit or reverse wire drawdown settlement authority, Client authorizes Convera to initiate the collection of any outstanding Client obligation (including any amount owed by Client to Convera pursuant to this Section 7B) through Client's agreed electronic settlement method.
 - (iv) The exercise by Convera of the rights and remedies provided for in this Section (and any other rights or remedies it may have) shall be at the sole discretion of Convera, and Client agrees (a) that Convera shall have no liability to Client, and Client waives any claim or action against Convera in the event that Convera initiates an electronic debit or reverse wire drawdown to satisfy any outstanding payment obligation and/or Convera suspends the Services or terminates transactions and (b) to indemnify and hold Convera harmless from any and all liability, claims, damages, and costs, including all reasonable fees incurred by Convera resulting from any Failure to Pay by Client or Bankruptcy Event of Client and Convera's effort to collect any balance due. Client agrees that Convera may recover interest upon any unpaid amounts due at the rate of two percent (2%) plus prime, as periodically announced by the Royal Bank of Canada, per annum, plus a late fee.
- C. **Set-off.**
- (i) Any amount payable by Client to Convera in connection with Services pursuant to these Terms and Conditions (including, without limitation, any fees, losses, indemnities) will, at the option of Convera (and without prior notice to Client) be reduced by its set-off against any other amounts ("Other Amounts") payable by Convera to Client (whether or not arising under these Terms and Conditions, matured or contingent and irrespective of the currency, place of payment or place of booking of the obligation). To the extent that any Other Amounts are so set off, those Other Amounts will be discharged promptly and in all respects.
 - (ii) Convera may satisfy any liability arising hereunder out of any assets (including, without limitation, any funds maintained in a Holding Balance, and other similar amounts), which it holds for Client, by deducting amounts owed to Convera from the money Convera receives from a third party on Client's behalf or other obligation it has to Client, without prior notification to Client. In the event any such assets are insufficient, Client shall remain liable to Convera for any amounts still outstanding (including any Settlement Amount) and will promptly pay on demand the amount of any loss or expense sustained by Convera as a result of any delay in receiving such payments. The rights of Convera under this Section are in addition to other rights and remedies (including any other rights of set-off or combination) which the Convera may have.
- D. **Electronic Debits.** If Client has instructed Convera to initiate an electronic debit(s) (including any amendments or cancellations thereto) to Client's bank, Client agrees that in the case of debit instructions transmitted through the Online Payment System, the usage of Client Access Methods is a security procedure which constitutes a commercially reasonable method of protecting against unauthorized debits. Client agrees to be bound by any debit instruction(s), whether authorized or not, issued in its name and acted upon by Convera, and Client agrees to indemnify Convera and hold it harmless from and against any and all liability and expense incurred by Convera in connection with its execution of a debit instruction(s) believed by Convera to have been issued by an Authorized User. In the event Client elects not to use or adhere to the security procedures described above, Client shall remain liable as set forth hereinabove for any debit instruction(s) issued in its name, whether authorized or not, and acted upon by Convera. Client agrees that Convera and Client's depository financial institution are authorized to credit Client's account from time to time in the event that credit adjustments become necessary. Client authorizes Convera to communicate with Client's depository financial institution as necessary to effectuate the Services contemplated in these Terms and Conditions.
- E. **Changes in Client's Depository Financial Institution.** Client shall provide written notice to Convera if Client changes the account(s) at its depository financial institution(s) from which Convera has been granted the authority to initiate electronic debits. Such notice shall take effect thirty (30) days after Convera's receipt thereof.
- F. **E-Debit Execution.** If as a result of an error or omission caused by Convera, Convera incorrectly debits Client's bank account in an amount that exceeds the value of any Settlement Amount actually due, Convera shall return to Client the over-debit amount (i.e. the difference between the amount debited and the Settlement Amount actually due). Said return of funds shall be made within five (5) Business Days of Convera's receiving written notice of the

over-debit. Return of the over-debit amount shall be Client's sole and exclusive remedy for any such error or omission. If as a result of an error or omission caused by Convera, Convera incorrectly debits Client's bank account in an amount that is less than the Settlement Amount actually due, Convera is authorized to initiate an additional debit(s) from Client's bank account for the additional funds owed by Client to Convera.

- G. **Dishonoured Settlement.** In the event any Canadian Dollar cheque delivered or electronic debit authorized by Client is dishonoured by Client's depository financial institution, Convera will charge and Client agrees to pay all processing costs associated with each returned cheque or rejected electronic debit.

8. Holding Balances

Holding Balances. Holding Balances allow Client to manage payments, risks and costs in the event Client a) allows third parties to submit Incoming Payments, b) does not provide Convera with complete or accurate Instructions, and/or c) otherwise needs to manage operational costs related to proper payment to itself or Payees. Funds may be maintained in a Holding Balance for a maximum of ninety (90) days. Client agrees that Holding Balances will never be used for speculative or investment purposes and that Client shall be responsible for all risks (e.g., volatility of the foreign currency market) associated with maintaining Holding Balances in one or more currencies. If Convera does not receive an Instruction for the disposition of funds within ninety (90) days of taking receipt of such funds into the Holding Balance, those funds will be returned to Client (and in the case of Holding Balances held in a currency other than Canadian Dollars, such funds will be converted to Canadian Dollars at the then prevailing exchange rate(s) and returned to Client. Client agrees that no interest shall be paid to the credit of Client on any Holding Balance. Convera will maintain books of account that evidence Client's Holding Balance under this Agreement, which shall be conclusive evidence of the amount of Client's Holding Balance. Client acknowledges and agrees that there will not be a debtor-creditor relationship between Client and Convera (or any Convera Affiliate) in respect of Holding Balances.

9. Data Rights; Confidentiality

- A. **Limitation on Client's Online Payment System Rights.** Client agrees that all Convera web-pages (including service marks, logos and trademarks), Services, applications, process and systems are Convera property and protected by copyright law or other intellectual property laws. Except as set forth in this Section 9, Client may not: (i) reproduce any part(s) thereof in any form; (ii) create any derivative work based thereon, or (iii) incorporate the site into other websites, electronic retrieval systems, publications or otherwise. Client is, however, provided Client agrees to comply with these Terms and Conditions, permitted to view, use, and download a single copy of any web-page(s), (but not any applications, processes or systems) for the purposes of its internal recordkeeping and accounting for transactions.
- B. **Convera's Intellectual Property.** Client acknowledges and agrees that all copyright and other intellectual property rights in and to any deliverables produced by Convera in carrying out any of the Services for Client (including, but not limited to reports, compilations or databases in any and all media) shall be the property of Convera. Client shall be permitted to use such reports, compilations or databases for its own internal business purposes but it shall not disclose, disseminate, sell or otherwise make any such deliverables available to any third party whether in whole or in part, without the express written consent of Convera.
- C. **Information for Services.** Client acknowledges that, in order for Convera to perform any of the Services hereunder, it will be necessary for Client to provide certain information to Convera, such as Client's banking details, transaction currencies, amounts or any other information related to the payment ("Confidential Client Information"). Confidential Client Information does not include information that is or has become publicly known, has been independently developed by Convera without use of any Confidential Client Information, or is received from a third party.
- D. **Payee Data.** Convera, at times and in its sole discretion, may contact any Payee to effectuate the delivery and provision of the Services, including, but not limited to, the ongoing maintenance of Payee remittance details (e.g., bank account information, routing number and contact details) (the "Payee Data"). Nothing contained in these Terms and Conditions is intended or shall be construed to (i) preclude, restrict or prevent Convera from establishing or maintaining with any Payee a commercial relationship that is separate and distinct from the Services provided to Client hereunder or (ii) relieve Client of its responsibility to ensure the accuracy of all Payee Data contained in any Instruction. Client further acknowledges that Convera already holds and maintains Payee Data for an extensive compilation of Payees and, therefore, Client's right to any particular Payee Data shall not be exclusive. Convera agrees that any Payee Data received from Client shall be treated as Confidential Client Information and shall not be disclosed to any third party, except as necessary to deliver the Services, for Convera's own business purposes, including, but not limited to conducting surveys to ascertain Payee satisfaction with the Services, marketing the Services to any Payee or as otherwise contemplated under these Terms and Conditions.
- E. **Data Protection.**
- (i) Client's personal information is processed under applicable law and controlled by Convera. Convera uses personal information Client provides to Convera when using Convera's products and Services, as well as other information that is collected or generated during Convera's relationship with Client. This includes information from other services like money transfers, bill and business payments, loyalty or membership program details, historical transactions, and marketing choices. This information is used to provide Client with the Services Client agreed to and activities like administration, customer service, anti-money laundering duties, validation of Client details, completion of analysis and research, helping prevent and detect fraud, debt and theft recovery, and to help Convera improve its products, services and operations.
 - (ii) Convera may also use, collect from and share with other businesses who work with Convera information from other products, services and convenience and/or rewards programs, which Client has registered for during Client's relationship with Convera. Convera will hold and retain the information that Client gives Convera about another person including the details of any of Client's nominated beneficiary's in order to execute the

transaction. It is Client's obligation to ensure prior to providing this information that Client has notified and secured authorization from the other person on Convera's use and disclosure of this information as set out in this section.

- (iii) Convera may transfer information to Convera Affiliates in countries other than the country in which the information was originally collected or created, including to Convera Affiliates in the United States. Convera may also provide the information to other organizations, that help Convera run its business, if there is a reasonable need, to carry out or aid the payment services, future services, or for any of the reasons or uses set out in this section. Convera may add to information Client provides with information from other available businesses or individuals, including information to validate the accuracy of Client information provided by Client. Convera may disclose personal information, including without limitation, name, Client ID number, address, transaction patterns and bank account information, (i) if required to do so by domestic or foreign law or legal process or (ii) to law enforcement authorities or other government officials (including those in this country, the United States, or elsewhere) for purposes such as detecting, investigating, prosecuting and preventing crimes, including money laundering and related criminal activity, and the recipients may further disclose the information for these and other related purposes.
 - (iv) The information Convera holds may be accessed by Convera and Convera Affiliates including but not limited to any authorized Convera service providers for any of the purposes set out in this section or for other purposes to which Client has agreed. Client has a right to ask Convera to see and get a copy of Client's information, for which Convera may charge a small fee for. Client can also correct, erase or limit Convera's use of the information which is incomplete, inaccurate or out-of-date. Client may object at any time on legitimate reasons to the use of Client's information, where the processing is not required to complete the Services, or required by law or regulation. If Client wishes to exercise these rights or no longer wishes to receive commercial communications from Convera, please contact Convera by emailing privacymatters@convera.com.
- F. **Use of Client Information.** Convera shall not disclose, sell or otherwise transfer Confidential Client Information to any third party other than its contractors, business partners, Convera Affiliates and financial institutions, provided, however, that Convera shall have the right to disclose such information to any third party if such disclosure is required by applicable law or regulation.

10. Indemnification; Exclusion of Warranties; Limitation of Liability.

- A. **Client Indemnity.** Client agrees to indemnify and hold Convera harmless for any damages, losses, costs and expenses incurred by Convera in connection with any Instruction made by Client or Convera's reasonable actions in response to receiving an Instruction from Client, unless such damages, losses costs and expenses are caused by Convera's gross negligence or intentional misconduct. Should Client receive any funds in error from Convera, Convera Affiliates or its agents, Client will promptly return all such funds.
- B. **NO WARRANTIES; INFORMATION WARRANTY EXCLUSION.** CLIENT UNDERSTANDS THAT THE SERVICES (INCLUDING THE ONLINE PAYMENT SYSTEM) ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. CONVERA DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION AVAILABLE THROUGH THE ONLINE PAYMENT SYSTEM OR GUARANTEE UNINTERRUPTED, CONTINUOUS AND SECURE ACCESS TO THE SERVICES (INCLUDING THE ONLINE PAYMENT SYSTEM).
- C. **UNDERLYING PAYMENT WARRANTY EXCLUSION.** CONVERA DOES NOT WARRANT ANY ASPECT OF THE UNDERLYING TRANSACTION(S), INCLUDING, FOR EXAMPLE, WHETHER GOODS OR SERVICES FOR WHICH PAYMENT IS BEING MADE ARE CONFORMING OR SATISFACTORY OR WHETHER PAYMENT HAS BEEN MADE IN THE RIGHT AMOUNT OR WITHIN THE TIME AGREED BETWEEN CLIENT AND PAYEE.
- D. **DISCLAIMER.** CONVERA EXPRESSLY DISCLAIMS ANY LIABILITY FOR ERRORS, OMISSIONS OR INTERRUPTIONS TO THE SERVICES (INCLUDING THE ONLINE PAYMENT SYSTEM) AND ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND PERFORMANCE. CLIENT AGREES THAT CONVERA SHALL NOT BE LIABLE FOR ANY ERRORS OR LOSSES CAUSED BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO ANY BANKING INSTITUTION.
- E. **LIMITATION ON LIABILITY.** CLIENT AGREES THAT CONVERA SHALL NOT BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, ARISING FROM OR IN CONNECTION WITH THE SERVICES (INCLUDING THE ONLINE PAYMENT SYSTEM), THESE TERMS AND CONDITIONS AND/OR ANY ADDENDUM, IF APPLICABLE (HOWEVER ARISING, REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF CAUSE OF ACTION) AND REGARDLESS OF WHETHER CONVERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONVERA'S LIABILITY TO THE CLIENT AND ANYONE CLAIMING THROUGH THE CLIENT HEREUNDER FOR A BREACH OF THIS AGREEMENT BY CONVERA SHALL BE LIMITED TO THE FOREIGN CURRENCY VALUE OF THE ORDER RELATING TO THE CLAIM, DETERMINED AS OF THE VALUE DATE. FOR ANY CLAIM NOT RELATING TO AN ORDER, CONVERA'S MAXIMUM LIABILITY SHALL NOT EXCEED TEN THOUSAND CANADIAN DOLLARS.
- F. **LIMITATION PERIOD.** CLIENT EXPRESSLY AGREES THAT ANY CLAIM BY OR THROUGH CLIENT FOR DAMAGES OR LOSSES OF ANY KIND WHATSOEVER ARISING HEREUNDER MUST BE ASSERTED WITHIN TWELVE (12) MONTHS OF THE CIRCUMSTANCES THAT ALLEGEDLY CAUSED THE INCIDENT GIVING RISE TO THE CLAIM. CLIENT FURTHER EXPRESSLY AGREES THAT IT SHALL HAVE NO CLAIM FOR THE RETURN OR DISPOSITION OF ANY FUNDS IN RESPECT OF WHICH CONVERA HAS NOT BEEN PROVIDED WITH COMPLETE AND ACCURATE INSTRUCTIONS FOLLOWING THE FIRST ANNIVERSARY OF THE DATE UPON WHICH SUCH INSTRUCTIONS SHOULD HAVE REASONABLY BEEN PROVIDED AND THAT CONVERA MAY THEREAFTER RETAIN ANY SUCH FUNDS FOR ITS OWN USE ABSOLUTELY.
- G. **FOR GREATER CERTAINTY, SECTION 10F DOES NOT APPLY WITH RESPECT TO QUEBEC CONSUMERS.**
- H. **Liability under Force Majeure.** For the avoidance of doubt, nothing in this Section 10 shall be construed as giving rise to liability under a force majeure event, as set out in Section 16(D), the occurrence of which shall not make Convera liable to Client for damages of any kind.

11. Legal Compliance; Representations and Warranties

- A. **Limitation on Services.** Client represents that the Services are being used for business/commercial purposes only, and not for personal, family or household purposes. Client agrees not to use the Services to make payments for any illegal purpose. In addition, Client certifies that it will not use the Services to make any payments relating to online gambling, pornography or other similar activities. Client acknowledges that any Instruction issued by Client pursuant to these Terms and Conditions will be binding upon and enforceable against Client and does not violate the terms of any other agreement to which Client is bound.
- B. **Client Funds.** Client represents and warrants that it is acting as a principal and has legal title to all funds used in connection with the transactions, and that any transaction is being undertaken in accordance with applicable law. Client represents and warrants that Client has entered into these Terms and Conditions for lawful and commercial purposes connected with Client's business and not for the purpose of investment or speculation. Client further represents and warrants that each use of the Services by Client is exercised in connection with Client's line of business and to make payments or to manage the risk associated with an asset or liability owned or incurred, or reasonably likely to be owned or incurred, in the conduct of Client's business.
- C. **Authority.** Client represents and warrants that the individual executing the Application has the authority to bind Client by these Terms and Conditions and that the person executing the Application is authorized to act on Client's behalf.
- D. **Disclosure.** Client understands that Convera or any Convera Affiliate takes appropriate measures to ensure that it is not participating or assisting in money laundering or terrorist financing. Client agrees that Convera, at its sole discretion, may disclose any transaction-related information in order to satisfy Convera's legal obligations under applicable law, including, but not limited to, anti-money laundering, trade and economic sanctions laws and/or regulations, or as may otherwise be required by law or court order. Furthermore, such disclosure may be made to any governmental agency, body or department that exercises regulatory or supervisory authority with respect to Convera's operations, where such disclosure is made to satisfy routine governmental audit or examination requirements or as part of informational submissions required to be made to such governmental entities in the ordinary course of business.
- E. **Application; Additional Information.** Client represents and warrants (i) that the information provided to Convera by Client in its Application is true and correct in all respects, and (ii) that Client shall immediately notify Convera if it becomes aware of any changes to the information provided to Convera by the Client in its Application or otherwise in connection with the Services (including, without limitation, any information provided in respect of any Payee and/or Third Party Sender). Upon request, Client agrees to provide any additional information that Convera may need to satisfy its obligations under Section 11(D).
- F. **Transaction Processing.** Client understands, acknowledges and agrees that all transactions, wherever originated, may be processed by Convera or may be processed on behalf of Convera by one or more Convera Affiliates, one or more of which may be located outside of the country of Client. As such, all transactions, wherever originated, shall be processed in accordance with the laws and regulations of the jurisdiction where the transaction is being processed, including but not limited to, those laws and regulations relating to anti-money laundering, anti-terrorism and foreign asset control.
- G. **Acknowledgements.**
- (i) Client acknowledges and agrees that (a) information and explanations related to managing foreign currency risk, including the terms and conditions of any foreign currency transaction, do not constitute advice or a recommendation to enter into any such transaction(s); (b) information and explanations communicated by Convera with respect to any foreign currency transaction(s) effected under these Terms and Conditions are incidental to Convera's business and will not serve as the primary basis for any decision made by Client to enter into any such transaction(s); (c) Convera has no authority, power or control over any decisions made by Client with respect to any transaction(s); and (d) Convera is not acting as a fiduciary or advisor to Client with respect to any transaction(s) or other Services pursuant to these Terms and Conditions and, Convera shall have no responsibility under these Terms and Conditions for compliance with any law or regulation governing the conduct of fiduciaries or advisors.
 - (ii) If Client chooses to use a third party advisor, including but not limited to advice on the use of the Services, Client acknowledges and agrees that Convera bears no responsibility for the advice rendered by such third party advisor. Client agrees and acknowledges that there is no existing relationship between Convera and any third party advisor. If Client retains such a third party advisor and the third party advisor is empowered to act on behalf of Client including, but not limited to, entering into transactions on behalf of Client, Client will have such third party advisor set up as an Authorized User pursuant to these Terms and Conditions and will be liable for all actions of such Authorized User as set forth in these Terms and Conditions.
 - (iii) Client will be deemed to represent to Convera on the date on which it enters into any transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations on Convera to the contrary for that transaction): (a) Client is acting for its own account, and it has made its own independent decision to enter into the transaction, and as to whether each transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary; (b) Client is not relying on any communication (written or oral) of Convera (or any Convera Affiliate) as investment advice or as a recommendation to enter into any transaction, it being understood that information and explanations related to the terms and conditions of any transaction shall not be considered investment advice or a recommendation to enter into that transaction; (c) no communication (written or oral) received from Convera (or any Convera Affiliate) shall be deemed to be an assurance or guarantee as to the expected results of any transaction; and (d) Client is capable of assessing the merits of and

understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and assumes the risks of that transaction.

- H. **Regulatory Termination/Cancellation.** Convera may terminate these Terms and Conditions (and/or any Addendum, if applicable) and/or cancel or reject any Instruction at any time, with or without notice, in the event of any regulatory non-compliance by Client or if otherwise required to comply with applicable laws or regulations.
- I. **Limitations of Service.** Client acknowledges that Convera may use a third-party service provider, agent or Convera Affiliate ("Service Provider") to assist with the Services and the processing of transactions. Client agrees that in the event such Service Provider cannot or will not process any transaction referred to it by Convera in connection with the Services, by reason that such Service Provider may suffer legal and/or reputational risks, or that such Service Provider may, by doing so, violate any law, regulation, rule or internal policy applicable to it if it completes such transaction, then notwithstanding any other provision of these Terms and Conditions, such transaction will not be completed and Convera will have no liability in respect of any such incomplete transaction.
- J. **Not a U.S. Person.** Client hereby represents and warrants that it is not a U.S. Person under applicable U.S. laws and regulations. Client further agrees to promptly notify Convera if it becomes a U.S. Person. Convera is not liable to Client for any regulatory reporting obligations not known to Convera.
- K. **Anti-Bribery.** Client agrees that it shall not directly or indirectly make, offer, promise, or receive, and shall not authorize any third party to make, offer, promise or receive, any bribes, gifts or other improper payments, or anything of value (including disproportionate corporate hospitality) to, for or from any individual, company or government authority or official (including candidates for political office, any political party, or any official of a political party) to induce the authority or official to act or to grant any permission, license or approval, or to induce the individual or company to take any improper action, in connection with any Service(s). Client shall ensure that none of its employees, directors or representatives or agents makes, solicits, accepts or receives any bribes, gifts or other improper payments in connection with any Service(s).

12. File Transfer

- A. **Acceptance and Processing of Instruction Files.** Once Convera has notified Client that all set-up and testing has been completed with respect to Client's desire to deliver an Instruction to Convera in a file format, Convera shall then accept and process each Instruction delivered in a file format and notify Client of any issues relating to the format or receipt of any such file.
- B. **Consistent File Format.** Client agrees to ensure that all files are transmitted to Convera pursuant to the file specifications mutually agreed by Convera and Client. It is expressly understood that Convera shall not be responsible for any delays caused by a file that deviates from the agreed upon format and specification. Any change to the file format and specification, or to its implementation schedule, must be mutually agreed by Convera and Client.
- C. **Rejected Files.** Client agrees to be solely responsible for resubmitting any file that has been rejected by Convera.

13. Foreign Currency Cheque Purchase

- A. **Purchase and Conversion of Foreign Currency Cheque.** Convera may agree to purchase and convert into Canadian Dollars, or some other currency, a foreign currency cheque(s) that Client has received in its name and delivered to Convera. Client acknowledges and agrees that Convera may refuse to accept any foreign currency cheque at any time and for any reason. Client further acknowledges and agrees that Convera may request additional information satisfactory to Convera, in its sole discretion, that Client has the authority to deliver the foreign currency cheque to Convera for purposes of foreign currency conversion and negotiation.
- B. **Endorsement.** Any foreign currency cheque(s) delivered to Convera must be endorsed, without restriction or qualification, by an authorized representative of Client and state the following: "Pay to the Order of: Convera Canada ULC."
- C. **Non-negotiable Cheque(s).** In the event that a foreign currency cheque(s) is returned to Convera as non-negotiable, returned for insufficient funds or otherwise not accepted by Convera's depository financial institution, such cheque(s) shall be returned to Client and Client agrees to immediately reimburse Convera for amounts delivered to Client by Convera in connection with the foreign currency cheque(s) purchase, plus any charges or fees that Convera may have incurred.
- D. **Lost, Stolen or Destroyed Cheque(s).** In the event that a foreign currency cheque(s) is lost, stolen or destroyed in transit during the clearing process, Convera shall promptly notify Client after being advised of any such loss, theft or destruction. Convera shall provide Client with a letter certifying that Convera has not received value for the foreign currency cheque(s) and Client agrees to immediately reimburse Convera for any amounts delivered to Client by Convera in connection with the foreign currency cheque(s) purchase.
- E. **Foreign Currency Cheque Indemnity.** Client agrees to indemnify and hold Convera harmless for any damages, losses, costs and expenses incurred by Convera in connection with Convera's acceptance, negotiation or purchase of any foreign currency cheque received by Convera from Client. Client acknowledges that Convera is relying upon this indemnity in providing value in exchange for any foreign currency cheque.

14. Conversion to Local Currency (Autoconvert)

- A. In the event Client provides an Instruction to initiate a payment in a particular Payment Currency that is different from the local currency used in the jurisdiction where the Payee's bank account is located, Client hereby authorizes and instructs Convera, to initiate the payment in the local currency used in the jurisdiction where the Payee's bank account is located (the "Conversion Currency") rather than the Payment Currency. Client agrees that, in

order to make the relevant payment, Convera shall perform the conversion to the Conversion Currency using a foreign exchange rate determined solely by Convera or Convera's correspondent bank.

- B. Client may revoke the foregoing authorization at any time after the date of these Terms and Conditions by providing written notice thereof to Convera. Notwithstanding anything herein to the contrary, Client agrees that Convera may discontinue the provision of any service provided for in this Section 14 at any time, with or without notice.
- C. In the event that Client receives a complaint from its Payee that payment(s) were made in the Conversion Currency (instead of the Payment Currency), Convera agrees, subject to the conditions set out in (i), (ii) and (iii) of this paragraph, to either re-perform the service by making the payment in the Payment Currency or reimburse Client or its Payee (as applicable) for the actual foreign exchange loss (if any) directly attributable to the payment(s) being made in the Conversion Currency rather than the Payment Currency, provided that: (i) Client must notify Convera of the complaint, including providing documentation of such foreign exchange loss (if any), within thirty (30) days of the date of the transaction subject to the Payee complaint; (ii) Convera shall elect in its sole discretion whether to re-perform the service or reimburse Client or its Payee (as applicable) for such foreign exchange loss; and (iii) Client's sole remedy shall be either the re-performance of the service or the reimbursement of such foreign exchange loss. Except as expressly set out above, Convera shall not be liable to Client, the Payee or any third party for any losses, damages, costs and expenses incurred by Client, Payee or any third party arising from or in connection with payments being initiated in the Conversion Currency (instead of the Payment Currency).

15. Holding to Holding (HTH) Service

A. **Provision of HTH Service.**

- (i) Convera agrees to provide Client with the HTH Service in accordance with and subject to the following provisions and all of the other provisions of these Terms and Conditions. The HTH Service shall provide Client the ability to: (a) send Instructions to Convera to enable the transmission of an Outbound Payment from Client's Holding Balance; or (b) receive an Inbound Payment into Client's Holding Balance.
- (ii) Notwithstanding any other provision of these Terms and Conditions, Convera shall have no obligation to process an Instruction for an Outbound Payment if Client's Holding Balance does not contain sufficient funds to make such Outbound Payment. Without limiting the generality or applicability of the foregoing, Client shall be liable to Convera for all Outbound Payments transmitted by Convera in accordance with a Client Instruction, even if any such amount exceeds the balance then available in Client's Holding Balance. Convera may recover interest upon any unpaid amounts due at the rate of two percent (2%) plus prime, as periodically announced by the Royal Bank of Canada, per annum, plus a late fee, in accordance with Section 7b above.
- (iii) The Parties agree that an Outbound Payment transmitted pursuant to a Client Instruction shall be deemed to be completed once Convera or a Convera Affiliate credits the Second Client's (Payee's) Holding Balance and makes the Outbound Payment funds available to such Second Client (Payee). Upon credit to such Second Client (Payee), Convera and any Convera Affiliate shall treat the funds transferred via the Outbound Payment as funds of such Second Client and not funds of Client, and Convera shall have no obligation to return the Outbound Payment to Client or otherwise accept Client's instructions with respect to such amounts credited to such Second Client. Convera shall have no liability to Client for any disputes arising between Client and any Second Client in connection with any Outbound Payment, including with respect to any wrongful acts, failure to perform, or defective performance of a Second Client under any agreement between Client and such Second Client.
- (iv) For Inbound Payments, Convera shall treat the credit to Client's Holding Balance as final except: (a) where Convera is required by applicable law to take some action with respect to such Inbound Payment, including reversing or blocking Client's access to funds; and (b) where Convera has erroneously credited all or a portion of an Inbound Payment to Client's Holding Balance, in which case Convera may reverse such Inbound Payment to the extent of the error. Client authorizes Convera to credit its Holding Balance with any funds which a Second Client instructs Convera or a Convera Affiliate to transmit to Client's Holding Balance.

- B. **Client Errors; Unauthorized Transactions.** In the event an erroneous or unauthorized Second Client (Payee) receives an Outbound Payment sent in accordance with Client's Instructions (including all Instructions sent using Client Access Methods or email whether or not authorized by Client) Convera shall have no obligation to reverse such Outbound Payment, absent actual knowledge of Convera at the time of payment transmission that the Instructions were erroneous or unauthorized. Any refund of an Outbound Payment sent to a Second Client by Client in accordance with Client's Instruction shall be at the sole discretion of Convera. In the event that Convera is able or elects to refund an Outbound Payment involving a foreign exchange transaction, such refund shall be at the then-applicable market rate for the relevant currencies, as determined by Convera in its sole discretion except that, in the case a Convera error, the refund shall be at the rate originally provided to Client for the Outbound Payment. Client agrees and acknowledges that, notwithstanding any other provision hereof, in the event that Convera is unable or elects not to reverse an Outbound Payment, Client shall be solely responsible for recovering any Outbound Payment directly from the improperly paid party.
- C. **Payments Subject to Applicable Law.** Client understands and agrees that the processing of Outbound Payments and Inbound Payments is subject to applicable law, including any laws requiring the reporting of the transaction.
- D. **Modifications.** In addition to the right to make modifications as provided in these Terms and Conditions, Convera reserves the right to change, amend or otherwise modify the HTH Service upon written notice to Client, with such changes applicable to Client's subsequent use of the HTH Service. Convera may provide notice of such changes through its Edge Platform which shall constitute written notice to Client. Client's sole remedy in the event Client objects to such modifications will be to discontinue use of the HTH Service.

- E. **Covenant of Client.** Client agrees to: (i) provide each Second Client (Payee) to which Client elects to transmit an Outbound Payment with notice of Client's use of the HTH Service to transmit an Outbound Payment; (ii) provide accurate Instructions hereunder; and (iii) comply with applicable laws in connection with the transmission of any Outbound Payment to a Second Client (Payee).

16. Miscellaneous

- A. **Relief.** Convera and Client agree that money damages may not be a sufficient remedy for breach of the confidentiality and license undertakings in these Terms and Conditions. Accordingly, in addition to all other remedies, each Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any breach of those provisions. Client and Convera agree to waive any requirement for a bond in connection with the granting of any such injunctive or other equitable relief.
- B. **Governing Law and Venue.** These Terms and Conditions shall be governed by the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario, without regard to the law of conflicts, and the Parties agree to be subject to the jurisdiction and venue of the courts of the Province of Ontario, Canada with respect to any disputes arising out of these Terms and Conditions. Client hereby waives and agrees not to assert any defense based on lack of jurisdiction, venue or inconvenient forum. With respect to Quebec consumers, the laws of the Province of Quebec apply to these Terms and Conditions.
- C. **Modification of Terms and Conditions.** Convera reserves the right, in its sole discretion, to change, amend or otherwise modify these Terms and Conditions upon written notice to Client or, upon posting a revised version of its Terms and Conditions to its website. Any change, amendment, or modification so conveyed to Client shall be effective as of the date of notice/posted. If Client rejects such change, amendment or modification, Client's sole remedy shall be to cease using the Services. By continuing to use the Services following notice or posting of a change, amendment or modification, Client hereby consents to such change, amendment or modification. Any Client change, modification or amendment to these Terms and Conditions shall not be binding unless set forth in a written addendum signed by Client and Convera.
- D. **Force Majeure.** Except for the obligation to pay for Services delivered, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, other natural disasters, governmental acts, acts of terror or orders or restrictions, failure of suppliers, or act of God, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing Party.
- E. **Telephone Recording.** Client understands and agrees that telephone communications with Convera may be monitored and/or recorded for the protection of Client and Convera.
- F. **Historical Transaction Data Costs.** Client understands and agrees that, to the extent possible, Convera will respond to any Client request for copies of historical transaction or other similar information (e.g., a copy of a cashed cheque), provided, however, these Terms and Conditions remain in effect. Client acknowledges and agrees that any costs associated with retrieving and providing such information will be billed to and payable by Client.
- G. **Entire Agreement.** These Terms and Conditions (including, without limitation, all addenda as well as any Forward Contract Addendum and Options Agreement)), as amended by Convera from time to time in accordance with the provisions of these Terms and Conditions, shall (along with all Transaction Confirmations and other documents evidencing the terms of transactions entered into by the parties) constitute the entire agreement between the Parties concerning the subject matter hereof. In the event of any conflict or ambiguity between the provisions of these Terms and Conditions and any other agreement (e.g., a previously executed confidentiality agreement), the provisions of these Terms and Conditions shall control. It is expressly agreed by Client that any indemnification obligation in effect and contemplated in any prior agreement shall be extinguished as of the date the Application is signed by Client.
- H. **Termination and Survival.** Unless otherwise contemplated in any Addendum, if applicable, either Party may terminate these Terms and Conditions with or without cause at any time upon providing written notice to the other Party. Termination for any reason including a breach of these Terms and Conditions by Convera shall not affect Client's obligation to pay any Settlement Amount or other amount owed to Convera at the time of termination. The provisions in these Terms and Conditions relating to indemnification in Section 3, the Online Payment System security in Section 4, and all of Sections 7, 8, 9, 10, 11, 13, 14 and 15 shall survive completion of Convera's Services to Client and termination of these Terms and Conditions.
- I. **Taxes.** Client shall be responsible for remitting to the appropriate tax authority any taxes that may apply to any payments initiated in connection with the Services. Client acknowledges that Convera shall not be responsible for determining what, if any, taxes apply to Client's payments.
- J. **Escheatment.** If a cheque or Draft remains uncashed for a period of six (6) months (the "Stale Period") and Client fails to provide Convera with an Instruction for the disposition of such funds within twelve (12) months immediately after the Stale Period, Client expressly agrees that it shall have no claim for the return or disposition of any such funds and Convera may retain any such funds for its own use absolutely.
- K. **Independent Contractors.** Convera and Client shall each act at all times as independent contractors and nothing contained in these Terms and Conditions shall be interpreted, construed or implied to create any agency, partnership or joint venture between Convera and Client. Nothing in these Terms and Conditions shall be interpreted, construed or implied as creating or establishing the relationship of employer and employee between Convera and Client. At no time shall either Convera or Client make commitments for or in the name of the other.
- L. **Publicity.** Neither Party may use the Party's name in news releases, articles, brochures, marketing materials, advertisements and other publicity or investor promotions without the written consent of the other Party.
- M. **Severability.** If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of these Terms and Conditions shall continue in full force and effect.

- N. **Waiver.** Any failure by either Party to require strict performance by the other of any provision of these Terms and Conditions shall not constitute a waiver of such provision or thereafter affect the Party's full rights to require strict performance.
- O. **Notices.** Communications and notices required or permitted under these Terms and Conditions shall be deemed delivered when hand-delivered to the receiving person, upon delivery via certified mail (return receipt requested), upon electronic transmission via e-mail, upon delivery via a national or international package delivery company (return receipt requested or delivery confirmation received), and when such delivery is made to the address, facsimile number, or e-mail address set forth in the Application or provided from time to time by the Client to Convera. Notices transmitted electronically shall be deemed to be in writing when made in accordance with this provision. Any Party may change its address for purposes of this notice provision by giving notice in the manner prescribed above.
- P. **Assignment.** Client may not transfer or assign its rights or obligations under these Terms and Conditions without Convera's prior written consent. Convera shall have the right to transfer or assign its rights and obligations under these Terms and Conditions to any legal successor or any Convera Affiliate. These Terms and Conditions shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.
- Q. **Signature.** These Terms and Conditions may be signed in counterparts, all of which together shall constitute a fully executed Terms and Conditions. Counterpart signatures transmitted by facsimile or scanned e-mail copy or PDF shall be enforceable against the transmitting Party in the same manner as the original signature of such Party, with any requirement that the existence of the original signature be established hereby waived. Each Party agrees that the use of an electronic signature to sign these Terms and Conditions or any other document entered into between the parties in connection with the Services is intended to bind the Party using such electronic signature, and such electronic signature shall have the same force and effect as a manual signature.
- R. **Headings.** The headings of several sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of these Terms and Conditions.
- S. **Third Party Rights.** The Parties to these Terms and Conditions do not intend for any provision of these Terms and Conditions to be enforceable by any person or entity that is not a Party to these Terms and Conditions.
- T. **Language.** The Parties hereto have required that these Terms and Conditions and all documents or notices resulting therefrom or ancillary thereto be drawn up in the English language. These Terms and Conditions are available in French and the French version can be accessed by clicking [here](#). Les parties aux présentes ont demandé que ce contrat et tous les documents ou avis en résultant ou y étant assujettis soient rédigés dans la langue anglais. Les présentes modalités sont disponibles en français et la version française peut être consultée en cliquant [ici](#).
- U. **Bankruptcy Event.** Either Party may immediately terminate these Terms and Conditions and/or, with respect to Convera only, close out (or unwind) any transaction (whether matured or not) in accordance with Section 7B, by providing written notice to the other Party of the occurrence of a Bankruptcy Event with respect to the other Party. In the event Client elects to terminate these Terms and Conditions following a Bankruptcy Event of Convera, such termination shall not affect any outstanding transactions between the Parties.
- V. **Consent to Receive Electronic Documents.** Client agrees that all documents to be delivered or made available by Convera in connection with the Services (including, without limitation, all disclosures, Transaction Confirmations and account statements, as applicable) may be delivered or made available to the Client in electronic form.

Client hereby acknowledges it has received, read and agrees to transact business with Convera in accordance with these Terms and Conditions and further agrees to abide by all applicable governmental laws and regulations in the conduct of its business dealings with Convera. Client represents and warrants that the signatory below has the full authority to act on Client's behalf and to bind Client. Client has caused these Terms and Conditions to be executed by its duly authorized representative as of the date set forth below.

Client Legal Name

Authorized Signature

Date (DD/MM/YYYY)

Name of Authorized Signatory (please print)

Title / Role of Authorized Signatory

