

Ebury Partners Canada Ltd. - Relationship Agreement (v.4.0, 05/2022)

1. Our Relationship With You

1.1. This agreement (the **"Agreement"**) sets out the terms and conditions governing the relationship between the person (acting in the course of business or a profession which it carries on) referenced in the Application Form or on our Online System (the **"Customer"**, **"you"**, **"your"**) and Ebury (**"us"**, **"we"**, **"our"**) in respect to certain of our products and services. The Agreement allows you (subject to the terms set out in this Agreement) to:

- (a) load funds onto a General Client Account;
- (b) make payments using such funds; and
- (c) enter into Trades,

each a **"Service"** and collectively, the **"Services"**.

1.2. This Agreement and the documents referenced herein may be updated and/or amended by us from time to time and at any time. Subject to Clause 9 below, you understand, acknowledge and agree that you will be bound by the latest version of this Agreement (and any documents referred to herein) as is published on our website from time to time (<https://www.ebury.ca/>). You may request a copy of the latest version of this Agreement by contacting an Ebury Representative.

1.3. For greater certainty, if you and we previously entered into a "Terms and Conditions of Trade 3.4" (the **"Previous Agreement"**), this Agreement represents a change, amendment and/or modification of Previous Agreement pursuant to the terms thereof and replaces and supersedes the Previous Agreement.

2. Definitions and Interpretation

2.1. As used in this Agreement:

"Act of Insolvency" means where one or more of the following occurs:

- (a) the Customer (i) is unable or admits its inability to pay its debts as they generally become due; (ii) suspends making payments on any of its debts; or (iii) by reason of actual or anticipated financial difficulties or liquidity constraints, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (b) any corporate action, legal proceedings or other procedure or step is taken in relation to: (i) the suspension of payments, a moratorium of any indebtedness, a stay of proceedings, winding-up, dissolution, administration, arrangement or reorganisation (by way of voluntary arrangement, scheme of arrangement, plan of compromise and arrangement or otherwise) of the Customer other than a solvent liquidation or reorganisation; (ii) a composition, proposal, compromise, assignment or arrangement with any creditor of the Customer; (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, trustee, proposal trustee, monitor, compulsory manager or other similar officer in respect of the Customer or any of its assets; (iv) enforcement of any security or judgement over any assets of the Customer, or (v) any analogous procedure or step is taken in any jurisdiction; or
- (c) the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

"Affiliate" means, in relation to a party, every entity that, directly or indirectly, through one or more intermediaries, is at the relevant time Controlled by, Control or is under common Control with such party.

"Amazon" means Amazon.com, Inc. and/or its affiliates.

"Amazon Agreement" means any agreement or policy that you have entered into or accepted with Amazon.

"Applicable Laws" means any applicable law, statute, regulation, rules or legally binding requirement or order (as interpreted by us, having taken into account any regulatory policy, guidance or industry code) as in force from time to time in any jurisdiction, whether domestic or foreign and as amended, modified or supplemented from time to time.

"Application Form" means the application form completed by you for the purposes of entering into this Agreement.

"Authorised Party" means any person, who is an authorized employee, director, or officer of the Customer, listed as an "Authorised Party" in Part 1 of the Application Form and/or a new authorized contact form.

"Beneficiary" means you or any third party payee nominated by you in a Payment Order.

"Beneficiary Account" means the bank account nominated by you to which funds are to be transferred.

"Business Day" means a day on which banks are open for general banking business in Canada.

"CAD" means Canadian dollars.

"Close Out" means the termination, cancellation or a reversal of a Trade or pending Trade.

"Confidential Information" means all information a party gets as a result of entering or performing this Agreement which relates to any of these (i) the negotiations leading up to, and the provisions or subject matter of, this Agreement or any ancillary matter and (ii) the other party's business, customers, financial or other affairs.

"Control" means the possession, directly or indirectly, of the power to vote fifty percent (50%) or more of the securities that have ordinary voting power for the election of directors of any entity or the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of securities, by contract or otherwise.

"Credit and Margin Addendum" means an addendum to this Agreement governing matters relating to credit and margin.

"Cross-Default" has the meaning set out in Clause 10.2(m) below.

"Delivery Date" means, in respect of a Trade, the Business Day on which we will transfer funds to the Beneficiary Account.

"Derivatives Customer Category" has the meaning set out in Clause 5 below.

"Derivatives Contract" means a Forward Contract or an FX Option Product.

"Due Balance" has the meaning set out in Clause 11.2 below.

"Ebury" means Ebury Partners Canada Ltd. (Company Number: BC1130164), whose registered office is at Suite 2600, Three Bentall Centre, P.O. Box 49314, 595 Burrard Street, Vancouver BC V7X 1L3, Canada which is authorised by FINTRAC (registered number M17949017).

"Effective Date" has the meaning set out in Clause 4.1 below.

"Ebury Representative" means any Ebury's representative who you may contact or may be contacted by in respect to the Services.

"Excluded Business" has the meaning set out in Clause 17.7 below.

"Fee Appendix" has the meaning set out in 14.1 below.

"Financial Position" means the overall financial condition of the Customer (and/or its Affiliates) as determined by us in our sole discretion (including by reference to, without limitation, items on the Customers (and/or its Affiliates) balance sheet and income statements (such as assets, liabilities, revenues, expenses, net earnings and equity)).

"FINTRAC" means Financial Transactions and Reports Analysis Centre of Canada.

"Force Majeure Event" means an event which is beyond the reasonable control of a party including, without limitation, acts of war and terrorism, insurrection, civil disorder, acts of God, postal or other strikes or similar industrial action, acts or regulations of any governmental or supranational bodies or authorities or markets, the failure of any market to perform its obligations, the breakdown, failure or malfunction of any telecommunications or computer service, epidemics, pandemics, quarantines, diseases or government intervention as a result of such.

"Forward Contract" means a foreign exchange contract, other than a Spot Contract, under which we agree, on a specific date or specified range of dates in the future (and which may, if agreed, be contingent on a specific event or circumstances occurring), to physically exchange money with you at an agreed exchange rate and at an agreed time.

"FX Option Product" means a contract giving the purchaser the right to purchase or sell a specific amount of currency at a specific price on a specific date or specified range of dates in the future.

"FX Service" has the meaning set out in Clause 18.1.

"General Client Account" means each electronic money account provided to you and operated pursuant to the terms of this Agreement.

"Hedging Customer" means a Customer in respect of which the only one or more Derivatives Customer Categories that such Customer falls within, as identified in writing to us, are one or more such categories that, directly or indirectly, depend on the purpose of the trades in Derivatives Contracts being hedging or similar activities.

"Indemnified Person" and "Indemnified Persons" shall have the meaning set out in Clause 7.1 below.

"Interest Rate" means the annual interest rate(s) published on our website from time to time (www.ebury.com/legal).

"Limit Order" means an Order to exchange money at a specified exchange rate and within a specified time period.

"Loss" and **"Losses"** means all taxes, duties, levies, fees (including without limitation fees, registration fees, legal fees, accountancy fees and/or any other professional fees) charges, claims, proceedings, judgments, expenses, costs (including, without limitation, costs of investigation and expenses of litigation) fines, penalties, settlement payments, losses, damages and liabilities.

"Margin" means such amount that we determine at any time and from time to time (in our sole discretion) that you are required to provide to us for the purposes of securing or otherwise collateralising your obligations and liabilities to us under this Agreement or otherwise.

"Margin Call" means a request by us to you for Margin.

"Margin Call Receipt" means an email confirmation sent by us to you detailing the terms of a Margin Call.

"Nominated Account" means the Ebury bank account(s) which we will advise you of from time to time.

"Online System" means the electronic platform and interface (hosted by us) through which you can access most (but not all) of the Services.

"Order" means a request by you to us to enter a Trade.

"Order Facility" has the meaning given in Clause 14.9.

"Other Amounts" has the meaning given in Clause 11.5.

"Payment" means any payment by you to us under this Agreement (including, without limitation, any payment in relation to an Order, Trade or Margin Call).

"Payment Amount" means the full amount which you are required to pay us to fulfil your Trade.

"Payment Instruction Confirmation" means the email we shall send to you for the purpose of confirming the Payment Amount and the Beneficiary Account.

"Payment Order" means an instruction made by you to us to (a) make a Transfer; (b) make a Payment; or (c) pay Margin.

"Purchase Currency" means the currency which you shall buy from us.

"Sale Currency" means the currency which you shall sell to us.

"Sanctions" shall have the meaning set out in Clause 5.1(b).

"Schedule" has the meaning set out in Clause 28.10.

"Shared Charging" or **"SHA"** has the meaning set out in Clause 14.11

"Spot Contract" means a foreign exchange contract under which we agree to exchange money at an agreed exchange rate within two Business Days of the contract being entered into.

"Service" and **"Services"** shall have the meaning set out in Clause 1.1 above;

"Termination Amount" shall have the meaning set out in Clause 11.2 below.

"Termination Date" means the date on which this Agreement is terminated in accordance with Clause 10 below;

"Third Party Provider" means an appropriately authorised or registered account information service provider (AISP), payment initiation service provider (PISP) or card-based payment instrument issuer (CBPII).

"Trade" means a Spot Contract, Forward Contract, FX Option Product or any other transaction we enter into with you under or in connection to this Agreement.

"Transfer" means a transfer of funds to a Beneficiary.

"Transaction Receipt" means an email confirmation sent by us to you detailing the terms of a Trade.

2.2. In this Agreement:

- (a) when we refer to a person, this could mean any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity;
- (b) any references to the singular include the plural and vice versa;
- (c) any references to a time of day are referred to Toronto Time;
- (d) any words following the words include, includes, including, in particular or any similar words or expressions are for illustration or emphasis only and are not intended to limit the meaning of the words preceding them;
- (e) any references to a party or to the parties means you and/or us as the context requires; and
- (f) headings and clause numbering herein are for guidance only and shall not affect the interpretation of this Agreement.

3. How to Access our Services

3.1. To use one or more Services, you must register to create a General Client Account by either:

- (a) using our Online System, clicking on **"Open Account"** and following the instructions (including by signing the online Application Form); or
- (b) completing and signing an Application Form and returning it to us (by email or post).

3.2. When using the Online System:

- (a) you agree to keep your General Client Account log-in details safe at all times, change your password regularly and never disclose your log-in details or password to any other person; and
- (b) if you become aware or suspect that your log-in details, password or other security features relating to your General Client Account have been or may have been lost, stolen, misappropriated, used without authorisation or otherwise compromised, you must immediately (i) change your password and (ii) contact us.

4. Your relationship with us

4.1. This Agreement shall take effect between you and us on the earlier to occur of:

- (a) you opening a General Client Account on our Online System and signing an online Application Form; or
 - (b) signing and returning to us a copy of the Application Form (by email); or,
 - (c) in the case of existing Customers that have entered into a Previous Agreement with us, the effective date of this Agreement notified by us to you,
- (the **"Effective Date"**).

4.2. You must tell us immediately if any of the information you have previously provided to us changes, including:

- (a) a change of name, registered address, directors, country of incorporation, Authorised Parties, shareholders or beneficial owners;
- (b) a material change to your business activities or operations;
- (c) if the General Client Account becomes subject to the authority or direction of a third party, in which case you agree to provide us with any additional information in respect of the third party as required by us to comply with Canadian anti-money laundering requirements, including such additional information as we may request from you from time to time; or

(d) a material change to your Financial Position.

4.3. You understand and agree that if any time prior to the occurrence of a Termination Date, we consider (in our sole and absolute discretion) that one or more of the events set out in Clause 10.2 below has occurred and is continuing in respect of you, we may without giving notice to you, suspend:

(a) the provision of all or any Services to you under this Agreement;

(b) the payment of any amount which has become due and payable from us to you; and/or

(c) any debit or credit entries being made to your General Client Account.

5. Certain representations, warranties and covenants

5.1. You represent, warrant and covenant to us that as at the Effective Date and on an ongoing basis:

(a) you will at all times comply with all Applicable Laws, any provision of your constitutional documents, any order or judgment of any court or other agency applicable to you and you will not use the Services and/or the General Client Account for the purposes of money laundering, tax evasion, terrorist financing or any other illegal activities;

(b) you are not subject to sanctions (howsoever described) issued by Canada, the European Union, United Kingdom, United Nations, United States of America or any other relevant government, country or other body ("**Sanctions**"), you are not directly or indirectly owned by a person or entity which is subject to Sanctions, you have not breached any Sanctions and you will not transfer or receive any funds using a third party based outside of a sanctioned jurisdiction which is connected to a party based in a sanctioned jurisdiction) and will immediately notify Ebury of any breach of the above;

(c) you and each Authorised Party have and will maintain all required rights, powers, authority, permits, licences, consents, permissions and authorisations to enter into this Agreement, make use of the Services and to perform your obligations under this Agreement;

(d) you shall be liable as a principal in respect of your obligations hereunder (including, without limitation, in respect of any Trades entered into with us);

(e) all of the information provided to us (including in the Application Form) from time to time, is true, accurate and complete in every material respect;

(f) you shall provide us with such accurately completed forms, documentation or other information as we may require from time to time to (i) fulfil or assist us with fulfilling our obligations under Applicable Laws; or (ii) determine whether we have any tax related obligations under Applicable Laws;

(g) you are not acting on behalf of a third party and the General Client Account is not subject to the authority or direction of a third party;

(h) you have the necessary experience and knowledge (a) to understand the risks involved in relation to any Trade entered into under or in connection with this Agreement and (b) in relation to foreign exchange markets, products and services;

(i) if you are a partnership, each partner shall be jointly and severally liable under this Agreement.

5.2. On each day that you enter into a Derivatives Contract, if applicable, you represent, warrant and covenant to us that:

(a) you qualify for available prospectus and dealer registration exemptions under applicable Canadian provincial securities and derivatives legislation (i.e., as applicable, you are a "**Qualified Party**" as defined under the over-the-counter derivatives blanket exemption orders in effect in Alberta, British Columbia, Manitoba, Saskatchewan, Nova Scotia and New Brunswick, is an "accredited counterparty" as defined under the Derivatives Act (Quebec), and/or is both a "permitted client" as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations and an "accredited investor" as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario) (each a "**Derivatives Customer Category**"));

(b) you have identified to us in writing the applicable Derivatives Customer Category you are relying on in making the representation and warranty in Clause 5.2(a) above;

(c) you will notify us upon becoming aware that any representation or warranty in this Clause 5.2 is no longer true; and

(d) you will provide or complete such other documentation as we require in connection with the performance by us of our obligations under Clause 26.

6. Liability

6.1. You understand and agree that we provide no representation or warranty (to you or any other person) that the Services provided to you hereunder will meet any particular requirements, that their operation will be entirely error-free or that any defects will be capable of correction or improvement. In the absence of fraud, no oral or written information or advice given by us or our Affiliates (or our, or their respective directors, officers, employees, agents, representatives and subcontractors) shall create any representation or warranty or give rise to any other liability other than as expressly set out in this Agreement.

6.2. Save as expressly provided in this Agreement, the Online System and any manuals or other materials provided to you are provided on an "as is" and "as available" basis and you agree that the express obligations and warranties made by us in this Agreement are in lieu of and to the exclusion of any warranty, condition or representation of any kind, express or implied, statutory or otherwise, relating to the Online System or any manuals or other materials provided to you under or in connection with this Agreement; including, without limitation, as to reliability, availability, accuracy, completeness, performance, functionality, conformance with any description, satisfactory quality or fitness for purpose of freedom from errors or defects.

6.3. You agree that the Online System is and shall remain the exclusive property of Ebury, its affiliates or the third parties that licensed rights in the Online System to Ebury. You are granted a limited, non-exclusive, non-transferable and non-sublicensable license to access the Online System solely in connection with this Agreement. All intellectual property rights in the Online System remain vested with Ebury, its affiliates or the third parties that licensed them to Ebury. You are not permitted to, and agree not to, recreate, copy, modify, reproduce or distribute the Online System or create derivative works from it or permit its reverse engineering, disassembly, decompilation or otherwise attempt to ascertain the source code or internal workings of the Online System. You acknowledge that your use of the Online System is at Ebury's sole discretion and that your license to use the Online System in connection with this Agreement can be revoked at any time and for any reason by Ebury, in its sole and absolute discretion.

6.4. You acknowledge and agree that data transmitted electronically, including via the Online System, may not be encrypted and that it is possible, even if encrypted, that such data could be accessed or tampered with by unauthorised parties, may not arrive in the form transmitted (or at all) and/or may become corrupted and/or may contain harmful code; and you agree to assume all risk of Loss arising out of or in connection therewith.

6.5. Without prejudice to Clauses 6.6 and 6.7 below, neither Ebury nor any of our Affiliates shall be liable to you or any of your Affiliates for any indirect, special, consequential or incidental loss of profits, business, contracts, goodwill, reputation, opportunity, revenue production or anticipated savings howsoever caused, arising out of, or in connection with, any supply, failure to supply or delay in supplying any of the Services, Online System or otherwise in connection with this Agreement.

6.6. We shall not be liable to you nor any of your Affiliates for any Losses incurred:

- (a) if we are prevented by Applicable Laws from fulfilling any of our obligations under this Agreement;
- (b) arising out of or in connection with a Force Majeure Event;
- (c) arising from your failure to comply with the terms of Clause 3.2 above; or
- (d) arising out of or in connection with any Service provided to you (including, without limitation, any Transfer or Trade) where we have acted on instructions which we reasonably believed were provided by you or an Authorised Party.

6.7. Our entire liability to you for any Loss or otherwise:

- (a) arising from any failure by us to process a Transfer or Trade in accordance with this Agreement is limited to the cost of reprocessing such Transfer or Trade less any applicable fees payable to us; and
- (b) whether for negligence, breach of contract, misrepresentation or otherwise arising out of or in connection with this Agreement is limited to the aggregate fees paid by you to us pursuant to Clause 14.4 below in the 12-month period immediately prior to the date on which the relevant negligence, breach of contract, misrepresentation or otherwise first occurred.

6.8. Whilst we may provide you with information about foreign exchange markets and related matters, we do not provide advice. Any decision you make to enter into a Trade or request a Transfer is made on your own judgment. It is your responsibility to familiarise yourself with foreign exchange products and services.

7. Indemnities

7.1. You shall indemnify and hold harmless Ebury and our Affiliates (and our and their respective directors, officers, employees, agents, representatives and subcontractors) (each an "Indemnified Person" and together the "**Indemnified Persons**") from and against any and all Losses suffered or incurred by any of them in the course of or as a result of anything done or omitted to be done for the purposes of carrying out any of the Services for you or otherwise acting upon your instructions in accordance with this Agreement, or otherwise caused by a failure by you to comply with your obligations or representations and warranties hereunder (including your failure to use the Online System in accordance with, and solely for the purposes of, this Agreement), save to the extent that such Losses flow directly from the wilful default, fraud or negligence on the part of the Indemnified Person concerned.

7.2. The benefit of Clause 7.1 above shall apply severally to each Indemnified Person. Clause 7.1 shall be enforceable by (i) each Indemnified Person on his, her or its own behalf, and (ii) by us on behalf of ourselves and on behalf of any other Indemnified Person. You waive any right you may have of first requiring us (or any other Indemnified Person) to proceed against or enforce any other rights or security or claim or payment from any person before claiming from you under this Clause 7. This waiver applies irrespective of any Applicable Laws or any provision of this Agreement to the contrary. Further, you expressly confirm that you intend that this indemnity shall extend from time to time to any and all variations to this Agreement.

7.3. For the avoidance of doubt, if a claim is brought against the Indemnified Persons by a Beneficiary or any other third party, we shall be entitled to settle or otherwise deal with the claim in our sole discretion. Further, if any discharge, release or arrangement (whether in respect of your obligations or any security for those obligations or otherwise) is made by us in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then your liability under this Clause 7 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

8. Combination and consolidation of accounts and set-off rights

8.1. You acknowledge and agree that, subject to any Applicable Laws, we have the right in our sole discretion at any time and without notice to you to (a) transfer any property interchangeably between any of your General Client Accounts, (b) combine merge or consolidate any and all of your General Client Accounts and/or (c) set-off any sum standing to the credit of any General Client Account against any Payments, claims, costs, charges, penalties, expenses or other liabilities which you owe to us (or any of our Affiliates), save where it has been agreed between us that a particular General Client Account or General Client Accounts will not be subject to the provisions of this Clause.

8.2. At any time and from time to time, we may, without prior notice, set off any amount owing by you to us (or to any of our Affiliates) against any other amount owing by us to you, including amounts transferred to us as Margin. In the event that any Margin is used to set-off any amounts owed by you, you shall immediately restore such Margin, as requested by us; failing which we may terminate any or all unfulfilled Orders or Close Out any Trade or pending Trade, and you shall be responsible for any Losses suffered by us as a result of such termination. You acknowledge and consent to us netting Orders for the purpose of satisfying any Margin Call and/or satisfying any shortfall incurred by us on the (i) liquidation, termination or cancellation of any or all Orders and/or (ii) Close Out of any Trades or pending Trades. You acknowledge that we are not obliged to net Orders but may do so in our sole discretion.

8.3. All amounts due to us by you under this Agreement shall be paid by you to us in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by Applicable Laws).

8.4. Any exercise by us of our rights under this Clause 8 shall be without prejudice to, and shall not limit or affect, any other rights or remedies available to us under this Agreement or otherwise.

8.5. Without prejudice to any other rights and remedies available to us under Applicable Laws, we may charge interest on any overdue sum owed to us under this Agreement for the period from (and including) the original due date to (but excluding) the actual date of payment, at the Interest Rate.

8.6. You understand and agree that we may from time to time prevent you from withdrawing funds from any General Client Account where any sums (including any Payment and/or Margin) are due but unpaid by you to us under the terms of this Agreement.

9. Changes to this Agreement

9.1. This Agreement and the documents referenced herein may be updated and/or amended by us at any time and from time to time for any reason, including, without limitation:

- (a) to reflect a change in Applicable Laws, regulatory requirements applicable to us or market practice;

- (b) if we determine in our sole discretion that the change is for the benefit of customers;
- (c) to reflect a change in our costs of running your General Client Account or our costs for providing Services;
- (d) where new Services are provided by us to you;
- (e) to reflect a change in the way we charge for Services;
- (f) to reflect technology developments (or expected developments) (including the systems used to run the business) or in response to possible risks to the security of your General Client Account (including, without limitation, a change in or enhancements to the security steps you need to follow to access your General Client Account or submit an Order or Payment Order); or
- (g) to respond to any other change that affects us.

9.2. Any updates and/or amendments we make to this Agreement and the documents referenced herein will be communicated to you in writing (by reference to our website (www.ebury.ca) and/or as we may otherwise decide in our sole discretion), at least two (2) weeks before such updates and/or amendments are due to take effect; unless such updates and/or amendments in our reasonable determination:

- (a) are required by Applicable Laws;
- (b) are to your advantage; or
- (c) represent a change to an external reference exchange rate to which your exchange rate is linked,

and, in such circumstances, we may make the necessary updates and/or amendments immediately and inform you of the same subsequent to the updates and/or amendments taking effect.

9.3. If you disagree with the updates and/or amendments, you have the right to terminate this Agreement by notice to us before the updates and/or amendments are due to take effect. If you fail to notify us of your termination before such time, you will be deemed to have accepted the updates and/or amendments.

10. Termination

10.1. Subject to Clauses 10.2 and 10.4 below, either party may terminate this Agreement at any time without reason by giving at least five (5) Business Days' prior written notice to the other.

10.2. We may terminate this Agreement on any day with immediate effect, without giving notice to you if we consider (in our sole and absolute discretion):

- (a) that you are using our Services fraudulently, inappropriately or for illegal purposes;
- (b) that we must do so to fulfil our obligations pursuant to any Applicable Laws;
- (c) that should we continue to provide Services to you, you are likely to breach Applicable Laws or will cause Ebury or its Affiliates to breach Applicable Laws (including, without limitation, Applicable Laws relating to fraud, anti-money laundering, or terrorist financing);
- (d) that you have breached the terms of this Agreement (including, but not limited to, any representation, warranty, covenant or other obligation) or any other agreement with us or our Affiliates;
- (e) that you have failed to make a Payment when due;
- (f) we have any material concerns over the adequacy of the information you have provided to us;
- (g) that you are subject to an Act of Insolvency;
- (h) that an applicable regulatory or law enforcement authority has initiated, or has announced that it will initiate, a regulatory or enforcement action, or investigation against you;
- (i) that your conduct is disreputable or is capable of damaging our reputation (or the reputation of our Affiliates) by association;
- (j) that there is a change in your circumstances (including, without limitation, a deterioration in or change to your Financial Position) or in the nature of your business which we consider materially adverse to us being able to continue providing Services to you hereunder;

(k) that a Force Majeure Event has occurred and as a consequence of such we are prevented from, or it becomes impossible or impracticable for us to provide Services to you;

(l) that you are no longer suitable to receive the Services;

(m) that there has been the occurrence of a default, event of default, termination or other similar condition or event in respect of you or any of your Affiliates under one or more agreements with us or any of our Affiliates (a "**Cross-Default**"); or

(n) that our relationship with you presents a business risk to us or any of our Affiliates.

10.3. You will notify us immediately upon becoming aware of the occurrence of any of the events referred to in Clause 10.2 above.

10.4. Where this Agreement is terminated under Clause 10.2 above, the terms of this Agreement shall remain in force until Payment of all funds owed by you to us are paid in full.

11. Consequences of termination

11.1. On or as soon as reasonably possible following a Termination Date, you shall cease using the Online System and any licenses granted hereunder shall be automatically revoked, all Trades shall be Closed Out, pending Orders shall be cancelled and we shall determine (in our sole discretion):

(a) the amount recorded as being held in your General Client Accounts on the Termination Date;

(b) the total Losses incurred by us in respect of and following a Close Out;

(c) the market value of all Margin being held by us as at the Termination Date; and

(d) the total balance of any amounts, other Losses, Payments, fees and/or commissions payable by you as a result of the provision of Services by us pursuant to this Agreement which remain unpaid.

11.2. Based on the sums so established pursuant to Clause 11.1 above, we shall determine the balance due from each party to the other (each a "Due Balance"). Following such determination, a party's Due Balance shall be set-off against the other party's Due Balance, and the net balance of such set-off shall be calculated, with the resulting balance being the "**Termination Amount**". If the Due Balance due to us by you is greater than the Due Balance due to you, the Termination Amount shall be payable by you to us; and if the Due Balance due to you by us is greater than the Due Balance due to us, the Termination Amount shall be payable by us to you. For the purposes of this calculation, all sums not denominated in CAD shall be converted into CAD at the spot rate prevailing at such dates and times determined by us, acting reasonably.

11.3. The parties understand and agree that following a Termination Date:

(a) we will not be required to accept any further instructions or Orders from you;

(b) we will not be required to:

(i) take into account for the purposes of the determination of the Termination Amount; or

(ii) pay or otherwise account to you,

any profit made by us in respect of and following a Close Out; and

(c) in the event that all or any part of the Termination Amount owed by you to us is not paid when due, such unpaid amount will accrue interest for the period from (and including) the original due date to (but excluding) the actual date of payment, at the Interest Rate.

11.4. If the Termination Amount is payable by:

(a) you to us, such amount shall be immediately due and payable to our Nominated Account; or

(b) us to you, such amount shall be immediately due and payable to your nominated bank account (but in all cases, subject to our rights to set-off such Termination Amount in accordance with the terms of this Agreement).

11.5. Upon or following the occurrence of a Termination Date and subject to Applicable Laws, we shall have the right without prior notice to you or any other person to:

(a) set-off any Termination Amount owed by us to you against any obligation owed by you (or any of your Affiliates) to us (or any of our Affiliates), whether or not arising under this Agreement, matured or contingent and irrespective of the currency, place of payment or booking office of the obligation, or

(b) set-off any Termination Amount owed by you to us against any obligation owed by us (or any of our Affiliates) to you (or any of your Affiliates), whether or not arising under this Agreement, matured or contingent and irrespective of the currency, place of payment or booking office of the obligation),

(the **"Other Amounts"**). To the extent that any Other Amounts are so set-off, those Other Amounts will be discharged promptly and in all respects. For the purpose of cross-currency set-off, we may convert either obligation at the applicable market exchange rate selected by us on the relevant date. If an amount of an obligation is unascertained, we may estimate that amount and set off in respect of the estimate, subject to the relevant party accounting to the other when the amount of the obligation is ascertained. Nothing in this Clause 11.5 will be effective to create a charge or other security interest. This Clause 11.5 will be without prejudice and in addition to any right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirements to which a party is at any time otherwise entitled or subject (whether by operation of law, contract or otherwise).

11.6. Following the payment of the Termination Amount in full (and, if applicable, any set-off in accordance with Clause 11.5 above), we may close your General Client Account(s).

11.7. The termination of this Agreement shall not affect any provisions of this Agreement that are expressly or by necessary implication intended to survive such termination.

12. Contacting us/Complaints

12.1. If you wish to contact us regarding your General Client Account or any of the Services, you can do so (unless we say otherwise) through an Ebury Representative or otherwise by contacting info@ebury.ca.

12.2. If you are unhappy with any of our Services, you can contact an Ebury Representative by using any of the following details:

Telephone: +1 647 694 0604

Post: Complaints Department

8 King Street E Suite 1905 Toronto M5C 1B5

Email: complaints.ca@ebury.com.

For further information on our complaints policy, please see <https://www.ebury.ca/legal/complaints-policy/>.

13. The General Client Account

13.1. Your General Client Account is an electronic money account which enables you to send and receive electronic payments in accordance with the terms of this Clause 13.

13.2. Your General Client Account is not a personal bank or deposit account and you will not earn any interest on the funds held in the General Client Account. In addition, the funds held in the General Client Account are not insured by Canada Deposit Insurance Corporation or any other government deposit insurer or agency.

13.3. As the provider of your General Client Account, we are authorised by FINTRAC under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) as a money services business, which allows us to deal in foreign exchange and transfer money.

13.4. Your General Client Account(s) are denominated in the currencies as selected by you.

14. Using the General Client Account

14.1. We will credit any funds received from you, or on behalf of you from third parties, to your General Client Account.

14.2. Your General Client Account can be used to (a) store funds in one or more currencies nominated by you; (b) make Transfers (alone or in combination with a Trade); (c) make Payments in connection with one or more obligations hereunder (including in respect of Trades); and (d) pay Margin.

14.3. We will not allow you to make any Transfer or Payment out of your General Client Account where this would put your General Client Account into a negative balance. You should therefore ensure that you have sufficient funds, including for the purposes of satisfying any Margin Call which may be made from time-to-time, in your General Client Account before placing a Payment Order or Order.

14.4. You must pay any applicable fees in connection with our Services. We may impose fees or charges for our Services, including a fee for the use of a General Client Account and/or on a per Trade, Order or Payment Order basis, at our discretion. Information on our fee structure is provided in the fee appendix attached to this Agreement (the "**Fee Appendix**"). We will let you know the amount of any fees we charge when you place or we process a Trade, an Order or a Payment Order (as applicable). All fees payable to us under or in connection with this Agreement are exclusive of any taxes (including any applicable value added tax or other relevant sales tax).

14.5. Please note that other costs, taxes, fees or charges may apply to you that are not charged by us and/or won't be paid through us unless otherwise agreed between us and you in writing. You are responsible for paying such costs, taxes, fees or charges where these apply. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct amount of tax to the appropriate tax authorities. If we are required to withhold any taxes, we may deduct such taxes from amounts otherwise owed to you and pay them to the appropriate authority.

14.6. You can place a Payment Order and/or an Order from your General Client Account online, by telephone or by email:

(a) Online - You must log on to the Online System (using your password and log-in details) and follow the instructions to submit your Payment Order and/or an Order.

(b) Telephone - You must call an Ebury Representative and specify your Payment Order and/or an Order, together with such other information as we may reasonably request.

(c) Email - You must email us and specify your Payment Order and/or an Order.

14.7. When placing a Payment Order and/or an Order you will be required to provide us with the requisite details (including any unique identifier and other information which we may request).

14.8. A Payment Order and/or an Order will be deemed to have been authorised by you if the relevant instruction has been given (i) in accordance with this Agreement (which may include any applicable security procedures) or (ii) pursuant to any specific arrangements agreed with you and governed by separate terms and conditions or (iii) through any Third Party Provider. We may treat an instruction generated or given through your use of the Services or given through any Third Party Provider as if it was an instruction given by you or an Authorised Party under this Agreement, and the resulting Payment Order and/or Order as authorised accordingly.

14.9. We reserve the right to stop the use of any means or method (including our Online System) you or an Authorised Party use to give us a Payment Order and/or an Order (an "**Order Facility**") on reasonable grounds relating to the security of Order Facility or the suspicion of unauthorised or fraudulent use of Order Facility. Before stopping the use of any Order Facility, we will inform you that we intend to stop such use and give our reasons for doing so, unless it is not reasonably practicable to do so, in which case we will inform you immediately afterwards. In either case, we will inform you in the manner in which we consider most appropriate in the circumstances and will not be obliged to inform you where doing so would compromise our reasonable security measures or otherwise be contrary to Applicable Laws. You may request that the use of the Order Facility is no longer stopped by following the notification procedure referred to in the paragraph below, but we will not be obliged to accede to your request until after the reasons for stopping its use cease to exist.

14.10. We reserve the right to refuse any Payment Order or Order (including any given through any Third Party Provider) which does not satisfy all the relevant conditions as set out in this Agreement or the execution of which would contravene any Applicable Laws; and we shall not be liable to you for any such refusal. Unless such notification would be contrary to Applicable Laws, we will notify you in the manner in which we consider most appropriate in the circumstances of the fact of refusal, (if possible) the reasons for the refusal and (where it is possible to provide reasons for the refusal and those reasons relate to factual matters) the procedure you may use to rectify any factual errors that led to the refusal.

14.11. If you are sending money to a Beneficiary Account that is located within Canada, the only permitted charging option for that payment will be Shared Charging (also referred to as "**SHA**"). For these purposes, "Shared Charging" means that you will pay our charges for the payment transaction, and the beneficiary will pay any charges levied by the beneficiary's payment service provider for the receipt of funds. If you are sending money to a beneficiary whose payment service provider is located outside of Canada, Shared Charging is likely to apply unless you notify us that you are electing to:

(a) apply the "**OUR**" charging option whereby you pay both our charges and the charges levied by the beneficiary's payment service provider (which may result in increased charges for you on a per transaction basis); or

(b) apply the "**BEN**" charging option whereby the beneficiary of the payment will pay both our charges and the charges levied by the beneficiary's payment service provider.

You understand and agree that in the event that you notify us that the OUR or BEN charging option is to apply, we will use reasonable endeavours to give effect to your instructions, provided that we may, in our sole and absolute discretion, continue to apply Shared Charging.

14.12. Where you make a payment using your General Client Account, the amount of the payment will be deducted by us from your General Client Account balance. You must ensure that you have sufficient funds in your General Client Account to cover the amount of the Payment Order or Order you want to make using your General Client Account. If you do not have sufficient funds in your General Client Account, we reserve the right to postpone the execution of such Payment Order or Order, and we may impose a charge to cover the costs of us doing so.

14.13. You can check the balance held in your General Client Account by logging into the Online System. Key information relating to payments made using the General Client Account, including all fees and any other charges applied to your General Client Account and transaction history, will be available (in accordance with Applicable Laws) by logging into the Online System.

14.14. Each transaction made using the General Client Account will be given a unique transaction ID which will be set out in the transaction history. You must quote this transaction ID when communicating with an Ebury Representative about a particular transaction.

14.15. Unless we agree otherwise, any redemption from your General Client Account will be to the bank account which you notified to us when you first registered to use our Services. You can request a redemption through the Online System, unless we agree otherwise.

14.16. You understand and agree that, notwithstanding the terms of this Clause 14, we may at any time and from time to time delay a payment to or from your General Client Account whilst we investigate, and conduct such other reasonable checks and enquiries, for the purposes of ensuring that such payment will not contravene any Applicable Laws. We may suspend, terminate or cancel any such payments which we believe (in our sole and absolute discretion) contravene Applicable Laws.

15. Liability for incorrect execution and unauthorised payments

15.1. In the case of a Payment Order that we agree has been improperly executed due to our mistake, we shall immediately refund the amount to your General Client Account. In the event that you identify an error in a Payment Order, you have up to five (5) Business Days from the date you become aware of the error to notify us of it; after which time we will have no obligation to investigate or act upon your notification or provide a refund.

15.2. In the case of an unauthorised payment from your General Client Account, at your written request we shall refund the unauthorised payment amount to your General Client Account. We will not however be required to refund such a payment:

- (a) where your actions (or omissions) have caused or contributed to the unauthorised payment being made from your General Client Account;
- (b) where the unauthorised payment arises from your failure to keep your General Client Account log-in, password or other security details safe;
- (c) if you fail to notify us without undue delay of any Loss or misuse of a log-in or password or another event that could reasonably be expected to have compromised the security of your General Client Account after you have gained knowledge of such event, in which case you shall remain liable for all Losses incurred after gaining such knowledge; or

if you fail to dispute and bring the unauthorised payment to our attention within five (5) Business Days from the date of the relevant payment.

16. Limiting use of your General Client Account

16.1. We may suspend or otherwise restrict the functionality of your General Client Account on any reasonable grounds relating to the security of the General Client Account or any of its security features or if we reasonably suspect that an unauthorised or fraudulent use of your General Client Account has occurred or that any of its security features have been compromised or where a Force Majeure Event occurs and is continuing. At any time and from time to time (in our sole and absolute discretion), we may increase or otherwise enhance our security checks in relation to your General Client Account and/or any Order made by you.

16.2. We may also suspend your General Client Account, restrict its functionality and/or reduce your trading limit to nil if any Payments are outstanding.

16.3. We will notify you of any suspension or restriction and of the reasons for such suspension or restriction in advance or, where it is impracticable to do so, immediately after the suspension or restriction has been imposed, unless that would be unlawful or

compromise our reasonable security interests.

16.4. We will lift the suspension and/or the restriction as soon as practicable after the reasons for the suspension and/or restriction have ceased to exist.

17. Receiving payments and using account details in your name

17.1. Subject to this Clause 17 and any restrictions set out in this Agreement, you can ask us for General Client Account details which you can then give to third parties so that they can send funds to your General Client Account in a given currency. We may charge a fee for this service; and the provision of such service is subject to our discretion and Applicable Laws. It is important that you or the third party (as applicable) enter the correct account details when executing the payment for the incoming transfer. Upon receipt of the funds by us, we will issue the corresponding value of electronic money to credit your General Client Account. For certain incoming payments, we may ask you to provide additional information (in line with our obligations under Applicable Laws): for example, we may ask you for copies of invoices for one or more incoming payments. If you or the third party enter incorrect account details in regards to the payment and, as a result, we do not receive the funds, we are not responsible for any Losses you or the third party incur.

17.2. Subject to the terms of Clause 17.1 above and our agreement (in writing), you can receive payments from the following third parties:

- (a) your clients;
- (b) vendors or other commercial partners;
- (c) your subsidiaries or other legal entities within your corporate group; and/or
- (d) if you sell goods online, certain Ebury-approved online marketplaces or payment gateways.

17.3. You cannot use your General Client Account details to set up direct debits or receive payments from short-term lenders, unless otherwise agreed by us in writing.

17.4. Please note that the currencies supported are subject to change and may be subject to further restrictions. You must consult with an Ebury Representative to confirm if the currency you expect to receive is supported. Please visit our website for further information about your General Client Account. If you receive funds in a currency different from your General Client Account, these funds will be converted at our relevant currency conversion rate. Ebury and its Affiliates will not be responsible for any Losses you may incur as a result of this exchange. If you receive funds in an unsupported currency the payment might be declined and Ebury and its Affiliates will not be responsible for any Losses you may incur.

17.5. You are responsible for paying all taxes and related charges which you may be required to pay (in any jurisdiction) as a result of you receiving funds using your General Client Account. If you are unclear as to your obligations, you should seek independent advice from a tax professional.

17.6. Payments made to your General Client Account may be subject to reversal (for example, if one of your clients exercises its cancellation rights). If we receive any such request, we may deduct the relevant amount from your General Client Account and pay it back to the payer or the payer's payment service provider. Ebury and its Affiliates will not be responsible for any Losses you may incur as a result.

17.7. We will not make General Client Account details available to businesses or provide any Service to support transactions which involve directly or indirectly or relate to online gambling, pornography, firearms, illegal drugs and paraphernalia, prescription drugs from unlicensed or online pharmacies, forged documents, products infringing copyrights or counterfeit goods, payday Loans and pawn shops, cryptocurrencies, or any activity that Ebury deems is illegal or contrary to Applicable Laws ("**Excluded Business**").

17.8. At our discretion, we may assign you one or more account details in your name, which consist of an account number and other necessary information to accept or make payments in a given currency. These account details are a routing address for your General Client Account. This means that payments sent using such account details will be reconciled to your General Client Account balance. Funds received by us which reference account details in your name will be treated in exactly the same way as any other funds you hold with us (see Clause 13).

17.9. Eligibility to use account details in your name is subject to change, and is dependent on certain country restrictions and Applicable Laws. We reserve the right to refuse to provide account details in your name. Before we provide you with account details in your name, we may request additional information or documentation to comply with our obligations to our regulators or otherwise under Applicable Laws. You must provide us with this requested information within a reasonable timeframe.

17.10. We may suspend or terminate your account details without notice if:

- (a) you breach any terms of this Agreement (or any other related agreement);
- (b) we are required or requested to do so in accordance with Applicable Laws;
- (c) we know or reasonably suspect that you are in breach of applicable laws (or you are likely to place us in breach of the same), including those relating to fraud or anti-money laundering/counter-terrorist financing;
- (d) We may also at our reasonable discretion suspend your account details (or restrict their functionality) if we think they have been compromised or we have other security-related concerns. We will give you notice of suspension where possible. We will give you notice of any suspension or restriction and the reasons for such suspension or restriction as soon as we can either before the suspension or restriction is put in place, or immediately after, unless notifying you would be unlawful or compromise our security measures.

18. How to Place and Confirm a Trade

18.1. The Services relating to Spot Contracts and Forward Contracts (the **"FX Services"**) described in the following Clauses 18 to 23 are not regulated activities and are therefore not subject to regulation by FINTRAC. Accordingly, FINTRAC regulatory protections do not apply to your use of the FX Services.

18.2. You can place an Order online, by telephone or by email, as further described in Clause 14.6 above. You understand and agree that the decision as to whether or not we decide to enter a Trade with you following the receipt of your Order is subject to our sole discretion.

18.2.1. In the case of Spot Contracts and Forward Contracts, once we have received your Order, we will confirm:

- (a) the amount of the Sale Currency and/or the Purchase Currency;
- (b) the foreign exchange rate and/or spread which we intend to apply;
- (c) any Payment to be made in respect of such Order;
- (d) any Margin payable by you as consequence of such Order (which we may later request at our discretion); and
- (e) any additional terms which we intend to apply to the relevant Trade.

18.2.2. In the case of FX Option Products, once we have received your Order, we will confirm:

- (a) the amount of the Sale Currency and/or the Purchase Currency;
- (b) the FX Option Product style (e.g., European, American, Bermuda, etc.);
- (c) the FX Option Product type (put or call);
- (d) the date and time of expiration of the FX Option Product;
- (e) the strike price of the FX Option Product;
- (f) any Payment to be made in respect of such Order;; and
- (g) any additional terms which we intend to apply to the relevant Trade.

18.3. Upon receipt of an Order, we will provide you with a Transaction Receipt and a Payment Instruction Confirmation, which we may provide in a single communication.

18.4. You must carefully review the Transaction Receipt and the Payment Instruction Confirmation and tell us (i) before Payment and (ii) within one (1) hour of receipt of your Transaction Receipt and/or Payment Instruction Confirmation, if we have made any errors in such Transaction Receipt and/or Payment Instruction Confirmation. We will provide you with a revised Transaction Receipt and/or Payment Instruction Confirmation as soon as possible. If we do not hear from you within the timeframe above or if you make the relevant Payment, you understand and agree that you will be deemed to have agreed with the Transaction Receipt and/or the Payment Instruction.

18.5. If you confirm your Order (and make Payment in accordance with Clause 20 below) on a non-Business Day (or after our cut-off times (details of which can be made available to you upon request by you to an Ebury Representative)), we will process your Order on the next Business Day.

19. Trade Suspension, Amendment or Cancellation

19.1. You may not cancel a Trade which you have placed with us. However, if we have not yet processed the Trade:

- (a) you can correct any incorrect Beneficiary Account details (though we may charge a fee for this); or
- (b) we may at our discretion permit you to cancel the Trade.

19.2. We may reject, suspend, delay, amend, decline, disregard or cancel an Order and/or Trade, or refuse to issue a Transaction Receipt in our sole discretion (including as may be required by Applicable Laws). Where we may reject, suspend, delay, amend, decline, disregard or cancel an Order and/or Trade we shall notify you as soon as reasonably practicable and, to the extent permitted by Applicable Laws, use all reasonable efforts to notify you of the reasons for such refusal.

19.3. We may amend a Trade if a Force Majeure Event occurs, where in our sole discretion reasonable steps are required to avoid Losses being incurred. Such amendment shall not alter the parties' rights and obligations under this Agreement.

19.4. You must ensure that you have sufficient funds in your General Client Account to cover the amount of any Trade you want to make using your General Client Account. If you do not have sufficient funds in your General Client Account, we may postpone the execution date of the Trade and we may impose a charge to cover the costs of us doing so.

19.5. You understand and agree that, in the event that a Trade is cancelled:

- (a) if we have already received the Payment Amount, we will return and credit such amount to the originating account, provided that in the event that we determine (in our sole and absolute discretion) that the foreign exchange rate and/or spread at the time of return is different from that which applied at the time of the relevant Order or as set out in the Transaction Receipt, the amount returned will be subject to the then subsisting foreign exchange rate and/or spread (which may result in such returned amount being more or less than the original Payment Amount);
- (b) we will not refund any fees that you have paid to us in respect of such Trade/Order; and
- (c) you will be liable to us for any losses or costs we incur as a result of effecting the relevant cancellation.

20. Payment

20.1. You must pay the full Payment Amount to us (either from your General Client Account or otherwise) on or before the Delivery Date. If you wish to make Payment to us from your Canadian bank account, you authorize us to debit or credit the designated bank account in accordance with the Pre-Authorized Debit Agreement which we will provide to you, a completed copy of which you agree to provide to us. If we have not received the Payment Amount by the Delivery Date (or any agreed change to the Delivery Date agreed pursuant to Clause 21.7 below), we may:

- (a) refuse to fulfil the Trade; and/or
- (b) Close Out the Trade.

20.2. Failure to make Payment in accordance with this Clause 20 will be a material breach of this Agreement and you shall be fully liable for any Loss we or our Affiliates suffer as a result of such breach (including, but not limited to, any Loss we or our Affiliates suffer as a result of a Close Out).

20.3. Without prejudice to any other rights and remedies available to us under Applicable Laws or pursuant to this Agreement, we may charge interest on any unpaid sum due to us under this Agreement at the Interest Rate. This interest will accrue daily from (and including) the original due date for payment to (but excluding) the actual date of payment in cleared funds.

21. Derivatives Contracts

21.1. From time to time we may agree to enter into one or more Derivatives Contracts with a Customer, provided that:

- (a) the Customer meets the parameters of one or more Derivatives Customer Categories and has represented to us in writing which such category or categories it meets; and
- (b) the Customer has complied with Clause 5.2.

For greater certainty, in all other circumstances, our Trades with you will be limited to Spot Contracts.

21.2. If you wish to enter into a Trade in respect of an FX Option Product, we may in our sole discretion require you to enter into a Credit and Margin Addendum.

21.3. If, at the time of a Trade in a Derivatives Contract you are a Hedging Customer, you understand and agree that:

(a) we will only enter a Derivatives Contract with you if we are satisfied that you are entering such Trade for hedging or similar purposes within the parameters of the applicable Derivatives Customer Category that you have identified to us pursuant to Clause 5.2 above; and

(b) you will immediately notify us if the purpose of your Derivatives Contract has, or could reasonably be considered to have, changed such that you no longer fall within the parameters of the applicable Derivatives Customer Category that you have identified to us pursuant to Clause 5.2 above.

21.4. At any time and from time to time, we may, in our sole discretion, notify you of a Margin Call. You understand and agree that in the event we consider (in our sole discretion) from time to time, that the amount of Margin you have transferred to us hereunder is insufficient to secure or otherwise collateralise your obligations and liabilities to us, we may make additional Margin Calls to you.

21.5. In the event of a Margin Call, you must transfer the relevant Margin amount (or additional Margin amount, as the case may be) to our Nominated Account by the later of (i) twenty-four (24) hours of us notifying you of a Margin Call or (ii) the due date stipulated in the Margin Call Receipt (if applicable).

21.6. In providing us with Margin, you agree that such monies (i) will become the absolute property of ours, free from any equity, right, title or interest of yours; (ii) may be used by us in the ordinary course of our business, including without limitation to cover any exposure we may have to a third party liquidity provider with whom we have entered into transactions to hedge our exposure; (iii) will not be maintained by us in a segregated account; (iv) shall not be subject to a trust, deemed or otherwise, in your favour; and (v) represents an unsecured claim against us for an amount equal to such amount and does not represent a claim, by way of trust or otherwise to the Margin or any assets of or under the control of Ebury.

21.7. If at any time and from time to time we determine that the Margin you have transferred to us is in excess of the amount we require for the purposes of securing or otherwise collateralising your obligations and liabilities to us hereunder, we will notify you of the existence of such excess Margin. At any time following such notification by us to you:

(a) you may request the return of any excess Margin; and

(b) subject to us determining that there continues to be excess Margin on the day on which you make such request, we will return to you as soon as reasonably practicable the relevant excess (if any).

21.8. You are not entitled to receive any interest on Margin delivered to us.

21.9. You may ask us to bring forward (pre-deliver) the Delivery Date or to extend (roll over) the Delivery Date in relation to the whole or only part of your Forward Contract. If we in our discretion agree to do so, you acknowledge that we may adjust the Payment Amount to reflect the new Delivery Date.

21.10. If you request and we agree to Close-Out a Forward Contract in advance of its original maturity or termination date, there may be a delay in us returning Margin (subject to any deductions we may make from such Margin pursuant to the terms of this Agreement) to you whilst we close out or otherwise terminate any transaction(s) which we have entered into with our liquidity providers and such liquidity providers return the Margin related to such transaction(s) to us.

22. Limit Orders

22.1. Where we agree to accept a Limit Order from you, whilst we shall use our reasonable endeavours to exchange money at the specified exchange rate within the agreed time period, Ebury does not guarantee that we will be able to effect an exchange at the specified rate relating to such Limit Order and you agree that we may have to effect the conversion at a rate which is different to the relevant specified exchange rate. Where we are unable to execute a Limit Order for you within the agreed time period, we shall seek to notify you where Applicable Laws allow.

22.2. If the last day of the agreed time period falls on a non-Business Day, your Limit Order will expire on the following Business Day.

22.3. You may cancel a Limit Order at any time (by telephone or by email), up until the point in time at which we commence the relevant conversion/transaction relating to such Limit Order.

22.4. Upon successful execution of a Limit Order, we will provide you with a Transaction Receipt setting out the details of the Trade.

23. Close Out

23.1. Without prejudice to and in addition to the rights of the parties pursuant to Clause 10 above, we may Close Out any or all Trades that you have with us, without notice to you:

- (a) if you fail to make any Payment to us when due (including, without limitation, the payment of Margin);
- (b) if you fail to provide us with any information we have requested from you;
- (c) any representation or warranty you have given us is or becomes, in our opinion, materially inaccurate, incorrect or misleading;
- (d) in the event that you are subject to an Act of Insolvency;
- (e) if you take any action (or refrain from taking any action) which places us or you in breach of Applicable Laws;
- (f) if the performance of our obligations under this Agreement become illegal or contrary to Applicable Laws;
- (g) if you breach any term of this Agreement;
- (h) the Trade is outside our risk appetite;
- (i) if we decide in our sole discretion that our relationship with you presents a business risk to us or any of our Affiliates; or
- (j) if at any time during the term of a Derivative Contract, you notify us or we otherwise become aware or reasonably suspect that you no longer fall within an applicable Derivatives Customer Category.

23.2. If we Close Out one or more Trades pursuant to this Clause 23, or we agree to Close Out a particular Trade(s) following a request by you:

- (a) where we have elected to Close Out any or all current Trades following the occurrence of any of the events/circumstances specified in Clause 23.1, we shall cancel any pending Orders and we will not be required to accept any further instructions or Orders from you;
- (b) we will buy-back/sell the currency that we have sold/bought for you in connection to the relevant Trade(s) at any market rate that is available to us. If we incur any Loss you will be liable to us for the amount of that Loss (as well as any costs incurred by us);
- (c) where permitted by Applicable Laws, we will not pay you any profit arising from the Close Out;
- (d) you acknowledge that the amount of any Loss of ours realised on the Close Out of a Trade is a debt payable by you to us and agree that we may immediately deduct the total amount of any Loss (together with any costs) from your General Client Account (if funds are available to do so);
- (e) if the amount we are seeking to recover from you exceeds the amount of any Margin or funds available in your General Client Account, you must immediately pay the remaining balance to us upon being notified by us of the total amount due; and
- (f) we may charge you interest on any sum that remains payable to us after we Close Out at the Interest Rate for the period from (and including) the original due date to (but excluding) the actual date of payment.

24. Duty of Confidentiality

24.1. Subject to Clause 25.2 below, each party must:

- (a) keep all Confidential Information confidential and not disclose it to any person; and
- (b) ensure that all the following do the same:
 - (i) its representatives;
 - (ii) each person connected with it; and
 - (iii) the representatives of each connected person.

24.2. A party may disclose or allow disclosure of Confidential Information:

(a) to its representative, officers, employees, auditors, insurers or professional advisers to the extent necessary to enable the party to perform or enforce any of its duties or rights under this Agreement;

(b) to any of its permitted transferees;

(c) when disclosure is required by (i) law, (ii) the rules or any order of any court, tribunal or agency of competent jurisdiction; or (iii) regulatory or governmental body which has jurisdiction over it or any of its Affiliates (including, without limitation, where disclosure of information is required for the purposes of complying with any mandatory reporting obligations);

(d) to the extent the Confidential Information has become publicly available or generally known to the public at the time of the disclosure other than as a result of a breach of this Clause;

(e) to a relevant tax authority to the extent necessary for the proper management of the taxation affairs of that party or any of its Affiliates; or

(f) if it has the prior written approval of the other party to the disclosure.

24.3. If a party intends to disclose Confidential Information in a way allowed by Clause 24.2 (c) above, it must to the extent reasonably practicable:

(a) give the other party advance notice of the fact and a copy of the information which it intends to disclose;

(b) allow the other party to make representations or objections about the disclosure; and

(c) take into account the reasonable representations and objections the other party makes.

24.4. The duties in this Clause shall continue to apply after this Agreement ends without limit in time.

25. Data Protection

25.1. We regularly collect personal information relating to you, your employees, officers, directors, representatives, beneficial owners, authorized signatories and Authorised Parties, as necessary for the purposes of providing the Services.

25.2. The personal information that we may collect includes the name, address, telephone number, occupation/title, signature, date of birth, nationality, citizenship, government issued identification information and percentage ownership (if applicable) and any other information that we may be required to collect under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) including records required in connection with ascertaining your identity and identities of authorised signatories.

25.3. We may use or disclose personal information:

(a) to verify your identity in accordance with applicable "know your client" requirements, which may include checking your identity against sanctions or similar watch lists;

(b) to legal, regulatory or self-regulatory authorities when required to satisfy legal, regulatory or self-regulatory requirements or in cases of suspected unlawful activity (including money laundering and insider trading);

(c) where it is necessary to effect, administer, or enforce a transaction requested or authorised by the Client, or in connection with servicing or processing a financial product or service requested or authorised by the Client;

(d) where reasonably necessary to protect the confidentiality or security of client records, the services or products Ebury offers, or transactions Ebury processes or handles;

(e) to protect against, or prevent, actual or potential fraud, identity theft, unauthorised transactions, claims or other liability, as well as for resolving client disputes, inquiries or checking credit; and/or

(f) to comply with local laws or regulation, other legal requirements or other legal processes.

25.4. Ebury restricts access to the personal information to those employees and agents who need to know that information to provide products or services to you or fulfil certain obligations described above. Ebury may use agents or service providers to collect, use and disclose personal information in connection with the performance of the Services.

25.5. Ebury maintains physical, electronic, and procedural safeguards to guard personal information.

25.6. Ebury may, in connection with performing the Services or Ebury's business, transfer personal data to countries outside of

Canada, however, all personal data, whether held by Ebury or by its subcontractors or agents, will be afforded a high level of protection against any unauthorised or accidental disclosure, access, or deletion.

25.7. You agree to such personal data being so collected, used and transmitted to others, as set out in this Agreement and represent and warrant to Ebury that you have obtained all necessary consents from, and provided all required notices to, your employees, officers, directors, representatives, beneficial owners, authorized signatories and Authorised Parties whose personal information is provided to Ebury, to allow Ebury to collect, use and disclose their personal information for the purposes described in this Agreement. For more information about our personal information handling practices, please see our privacy notice at <https://www.ebury.ca/legal/privacy-notice/>.

26. Regulatory Reporting

26.1. Ebury is required to report to a designated or recognized Trade Repository the conclusion, modification and termination of Derivatives Contracts and any other transactions that are Reportable Relevant Derivatives that you and Ebury enter into, or have entered into, from time to time under this Agreement. Ebury will report Required Data under the Harmonized Rules based on your status as a Local Counterparty and Ebury will carry out such reporting, subject to this Agreement. You instruct and authorize Ebury to report the Required Data to the Trade Repository in accordance with the Reporting Obligation. You will not report or arrange the reporting of the Required Data to a Trade Repository and will notify Ebury immediately if you have reported or arranged the reporting of the Required Data to a Trade Repository contrary to this provision. In respect of each Relevant Derivative, Ebury will determine in its sole discretion whether the Reporting Obligation has arisen and the characterization of the Relevant Derivative. You will provide us with your Legal Entity Identifier so that we may discharge the Reporting Obligation.

26.2. If the Harmonized Rules apply to you, you acknowledge and agree and represent and warrant that you (a) are a Local Counterparty in one or more provinces or territories and have provided accurate and up-to-date information to Ebury about your Local Counterparty status; and (b) shall promptly notify Ebury if your status as a Local Counterparty in any jurisdiction, or other information applicable to the Reporting Obligation, changes.

26.3. You must promptly review all confirmations and notify Ebury of any errors or omissions no later than the end of the Business Day on which you discovered the error or omission, and both parties will use reasonable efforts to resolve such error. Any information provided to a Trade Repository or third party service provider for the purposes of complying with the Reporting Obligation is provided without prejudice to any present or future dispute between the parties in relation to the information provided. Any failure or delay in exercising any right, power or privilege in respect of this Clause 26 will not be presumed to operate as a waiver in respect of any dispute between the parties and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege in respect of any dispute between the parties.

26.4. For the purposes of this Clause 26:

(a) **"Harmonized Rules"** means the (i) Ontario Securities Commission Rules 91-506 and 91-507 including their respective Companion Policies, (ii) Manitoba Securities Commission Rules 91-506 and 91-507 including their respective Companion Policies, (iii) Derivatives Act (Quebec) Regulations 91-506 and 91-507, including their respective Policy Statements published by the Autorité des marchés financiers, and (iv) Multilateral Instrument 91-101 Derivatives: Product Determination (MI 91-101) and Multilateral Instrument 96-101 Trade Repositories and Derivatives Data Reporting (MI 96-101) and related Companion Policies published by the members of the Canadian Securities Administrators participating in those multilateral instruments (the **"ML Instrument"**), (i), (ii), (iii) and/or (iv) as they are amended or supplemented from time to time by any applicable blanket decisions or other regulatory orders of general application;

(b) **"Local Counterparty"** means a counterparty to a transaction if, at the time of the transaction, one or more of the following apply: (i) the counterparty is a person or company, other than an individual, (A) organized under the laws of a province that has adopted the Harmonized Rules and/or (B) that has its head office or principal place of business in a province that has adopted the Harmonized Rules; (ii) the counterparty is registered under the laws of Ontario, Manitoba or Quebec as a derivatives dealer or in an alternative category as a consequence of trading in derivatives or the counterparty is a derivatives dealer in a province that has adopted the ML Instrument; or (iii) the counterparty is an affiliate of a person or company described in paragraph (i), and such person or company is responsible for the liabilities of that affiliated party;

(c) **"Relevant Derivative"** means any derivative (including but not limited to a Forward Contract) between you and Ebury, each acting as principal and not as agent for any other person;

(d) **"Reportable Relevant Derivative"** means a Relevant Derivative that is subject to the Reporting Obligation;

(e) **"Reporting Obligation"** means the obligation to report Required Data to a Trade Repository or a Canadian provincial or

territorial regulatory authority in accordance with the Harmonized Rules:

(f) **"Required Data"** means all data related to a Reportable Relevant Derivative that is required to be reported according to a Reporting Obligation; and

(g) **"Trade Repository"** means the trade repository selected by Ebury from time to time for such Reportable Relevant Derivative and notified to you or, where no trade repository is available to record the details of such Reportable Relevant Derivative and where the Reporting Obligation requires, a Canadian securities regulatory authority.

27. Amazon terms

27.1. This Clause 27 shall apply to the extent that you register your General Client Account to receive disbursements with Amazon.

27.2. You shall immediately inform Ebury if you have registered your General Client Account to receive disbursements with Amazon.

27.3. You shall immediately provide to Ebury details of all depositary bank accounts and/or Beneficiary Account (a "BBA") which you use for the purposes of exiting or settling funds from your General Client Account including:

27.3.1. bank code (if applicable);

27.3.2. secondary bank code (if applicable);

27.3.3. bank country;

27.3.4. bank account type;

27.3.5. bank name;

27.3.6. account number; and

27.3.7. confirmation that you have control of and access to each BBA.

27.4. Ebury may request further information from you from time to time as requested from us by Amazon and you shall cooperate fully with any such request.

27.5. Ebury will share certain information about you and your General Client Account with Amazon as further detailed in the privacy policy referred to in Clause 25 (Data Protection) of the Agreement. We may continue to share your information with Amazon after the termination of the Agreement.

27.6. You authorise Ebury to debit or recall any amounts from your General Client Account that Amazon determines that you owe to Amazon (in its sole discretion) in accordance with your Amazon Agreement.

27.7. Ebury shall not be liable to you for:

27.7.1. any act or omission of Amazon including those resulting from your entry into this Agreement; and

27.7.2. any amount that Ebury recalls or debits from your General Client Account when acting on the instructions of Amazon.

27.8. You agree to indemnify us for any Losses which arise due the use of your General Client Account with Amazon.

27.9. Any issues or disputes in connection with the use of your General Client Account with Amazon shall be resolved directly between you and Amazon.

28. Other Important Terms

28.1. Except where expressly provided otherwise, no express term of this Agreement (nor any term implied under it) is enforceable by any person who is not a party to it.

28.2. We may agree to communicate with you in one or more languages depending on the location of the Ebury Representative which provides Services to you. The primary business language used by Ebury is English, and so if we have not expressly agreed otherwise, communications from you to us (in particular legal notices, correspondence and documentation) should be in the English language.

28.3. Any notice or other information required by this Agreement shall be given to the other, by delivering it by hand; sending it by prepaid registered post; or sending it by email or comparable means of communication to the other party. Any notice or

information given by post in the manner provided by this Clause 28.3, which is not returned to the sender as undelivered shall be deemed to have been given five (5) Business Days after the envelope containing it was posted. Any notice or information sent by email or comparable means of communication shall be deemed to have been duly given on the date of transmission (unless such notice or information is returned to the sender as undelivered). Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by either party by causing it to be delivered to the other party at its registered office or at its last known address, as applicable.

28.4. We may listen in to or record both inbound and outbound phone calls with you (or any of your Authorised Parties) to:

- (a) check we are carrying out your instructions correctly and that we are meeting our regulatory obligations;
- (b) help detect or prevent fraud or other crimes;
- (c) improve our Services; and/or
- (d) to the extent permitted by Applicable Laws, use in any dispute or legal proceedings.

28.5. Should any provision (or part of a provision) of this Agreement be deemed unenforceable, illegal or ineffective, in whole or in part, by a court of competent jurisdiction, the remaining (part of the) provision(s) will nevertheless remain in full force and effect.

28.6. You understand and agree that we may, at any time and from time to time, and without any further consent from you, transfer (whether by novation, assignment, security or otherwise) all or any part of our rights and/or obligations under this Agreement and/or any Trade (including, without limitation, any rights and/or obligations in respect of any Margin being held by us).

28.7. You may not assign, charge, transfer or grant security over any of your rights or obligations under this Agreement without our prior written and express consent.

28.8. No failure or delay by either party in exercising any of its rights under this Agreement or pursuant to Applicable Laws shall be deemed to constitute a waiver of that or any other remedy or right, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

28.9. You understand and agree that any changes and/or additions to the terms set out herein shall be set out in a schedule (the **"Schedule"**) to this Agreement. In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Agreement, the Schedule will prevail.

28.10. Each party hereto confirms that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents exécutés dans le cadre des transactions envisagées à la présente soient rédigés en langue anglaise seulement et que tous les autres documents, y compris tous avis, envisagés par cette convention ou s'y rapportant peuvent être rédigés en langue anglaise seulement.

28.11. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation, interpretation, performance and/or termination (including non-contractual disputes or claims) shall be exclusively governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles.

28.12. Each party irrevocably agrees that the courts of Ontario shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation, interpretation, performance and/or termination (including non-contractual disputes or claims). For such purposes each party irrevocably submits to the jurisdiction of the Ontario courts and waives any objection to the exercise of such jurisdiction. Each party also irrevocably waives any objection to the recognition or enforcement in the courts of any other country of a judgment delivered by an Ontario court exercising jurisdiction pursuant to this Clause.

Fee Appendix: Information about fees and charges

About this Fee Appendix

In this Fee Appendix you can see a description of the fees and charges that we may charge in relation to our Services. This Fee Appendix forms part of the Relationship Agreement – Corporate Customers (the **"Agreement"**).

In some instances, we may use a fee structure which differs from the fees and charges described below which will be agreed on a case by case basis. This includes, without limitation, bulk payment services, bespoke solutions, or services which require a special framework or implementation, among others.

Description	Our fees and charges
Holding balances in multiple currencies	Free (other than as set out below).
Statements	Free
Access our Online System	Free
Receive payments	Free
Make payments	We normally charge a fee in relation to the Transfers you make. This fee may vary based on currency, charging option, destination country and payment route, among other factors. When you create or add a Transfer through our Online System, you will see the applicable payment fee before confirming the Transfer. You can also ask your Ebury Representative for information on applicable payment fees at any time. In addition, payment fees are stated in the relevant confirmations or receipts.
Make withdrawals from your account	Charged as a payment you make (see above).
Trades	We may charge a fee for processing a Trade ("Trade Fee"). When you create a Trade through our Online System, you will see the applicable Trade Fee before confirming the Trade. You can also ask your Ebury Representative for information on applicable Trade Fees at any time. In addition, Trade Fees will be stated in Transaction Receipts.
Overdue amounts or Payments	We may charge interest on any sum due to us in accordance with the Agreement.