

iGTB NET SERVICE AGREEMENT

1. Introduction

This Agreement (the "iGTB NET Service Agreement" or this Agreement) contains the terms and conditions governing services available to you under the Bank of China (Canada) Online banking services or iGTB NET Service. You understand and agree to abide by all the terms and conditions of this Agreement. This Agreement replaces all prior agreements between you and the Bank for your use of Online banking services. You may find the most updated version of the Agreement at <https://www.bankofchina.com/ca/en/bocinfo/bi5/>.

You may terminate the iGTB NET Service at any time in accordance with Section 12 (C).

2. Definitions

In this Agreement, capitalized terms shall be defined as follows:

"Account or Accounts" mean any account you have with us, including a personal or business account.

"Authorized Signatory" means the account holder(s), or in the case of a Corporate Customer, means your authorized signing officer(s) as identified by you on our prescribed form on file with us. An Authorized Signatory may include without limitation a director or officer of a company or a signing officer, partners or members of partnership, representative, agent or nominee.

"BOCC" means Bank of China (Canada) and any of its branches, whichever holds your account, which will also be referred to as "Bank", "us", "we", or "our".

"Business Day" means any business day excluding Saturday, Sunday and statutory banking holidays.

"Home Branch" means the branch where you opened your account(s).

"Losses" means any and all damages, claims, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments), costs and expenses (including interest, court costs, reasonable fees and expenses of lawyers, accountants and other experts and professionals or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment), including, without limitation, indirect, incidental, special, punitive or consequential losses or damages, loss of profits, loss of revenue, loss of

business opportunities, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the Services provided to you, even if the Bank was advised of the possibility of damages or was negligent.

“Online banking” or “iGTB NET Service” means the online banking service offered by us that allows you to view information and/or conduct transactions.

"Password" means a confidential combination of numbers, symbols and/or letters you use to sign on to or transact on online banking.

"Status Screen" means any screen accessible through iGTB NET, which allows you to check the status of a transaction.

"Transfer" has the meaning set forth in section 3(B1) of this Agreement.

“You” and “your” refer to you, a Bank of China (Canada) customer applying for or using the iGTB NET Services. In case of Corporate Customers; "You" and "your" will mean both the business and you as an individual user, wherever these terms are used throughout this Agreement

3. iGTB NET Service

A. Identifying Information:

To be eligible to utilize the iGTB NET Service, you must maintain an account with us. The Bank reserves the right to limit eligibility to certain types of accounts and to monitor and modify such eligibility from time to time.

To establish an eligible account with the Bank, you shall provide true, accurate, current and complete information about yourself as requested in our Account Opening Form. Accurate records enable us to provide the service to you. You agree to keep your account information up-to-date and accurate.

B. Online Banking Services:

If you are a BOCC Online banking client, you can access your bank account(s) through the Internet. All you need is access to the Internet with a browser that supports 128-bit encryption.

B1. Instructions

When using iGTB NET services, you agree that we may decline to act on an instruction if we suspect that the instructions are not from you, are inaccurate or unclear, have not been

properly authorized by you, or are provided by you for some illegal or improper purpose. We will not be liable if we decline to act on an instruction in these circumstances.

You acknowledge that each instruction that you provide to us is final. You agree that we may rely on your instructions (including your electronic acceptance of this Agreement) as if you had provided us with a paper copy of them. You agree that you will be liable for the transactions that are conducted on your instructions, and any Losses that may arise from these transactions.

B2. Transfer Services (if applicable)

When you request a Transfer to be made using iGTB NET Service, you will be required to designate one of your eligible BOCC accounts as the source of funds for that transaction. You authorize the Bank, and any agent used by the Bank in connection with iGTB NET Service, to debit or credit your accounts with the Bank for all Transfers that you authorize through iGTB NET Service. Transfers cannot be processed unless there are sufficient funds available in your designated source account. You agree to maintain sufficient available balance in your designated source account to cover all requested Transfers. You recognize, however, that a garnishment or other legal process served on the Bank, or a "hold" placed on your account by the Bank in accordance with its normal policies, may serve to diminish the available balance in your designated source account. You hereby authorize the Bank, at its option, to debit any one of your other accounts to cover an overdraft created by following your instructions to make Transfers. There may be circumstances (such as, but not limited to, electrical outages, failures in computer systems or communication lines, strikes, acts of God, natural disasters, acts of war, and civil unrest), which prevent timely processing. The Bank will not be liable for any delay or failure due to these or similar circumstances. If for any reason your iGTB NET Service connection is interrupted during a Transfer session, you are required to log on to iGTB NET Service again to check that the Transfer instruction is displayed appropriately on the Status Screen. If the Transfer instruction is not displayed, you have to re-enter your request and, if necessary, you can contact our Customer Service Hotline as set out in Section 12 (G) of this Agreement.

Although your Online banking bill payment will be withdrawn from the account you select on the date you instruct us to make the bill payment, you acknowledge that not all merchants treat payments as being received as of that date. You should give bill payment instructions several business days in advance of the date on which you wish a bill payment to be effective. We will not be responsible for processing delays by merchants and any Losses resulting from merchants' processing delays or your own delays in making a bill payment.

If you pay bills using online banking, you must settle directly with the merchant any disputes or claims you may have. We have no responsibility for any problems or disputes

with merchants, including if a merchant does not credit you for a bill payment, refund any amount to you, imposes any additional charges on you (such as late fees or interest penalties), or takes any other actions.

B3. Changing Your Profile

It is important that your account records be kept up-to-date. You might change your information in-person at a branch or through BOCC's Online banking. If you notify us of a change of contact information once your account is opened, it will not affect the Home Branch assigned to your account. Once your Home Branch is established, any additional accounts you open through Online banking will be assigned to the Home Branch.

B4. Open / Manage Account

You may apply to open a new Deposit Account through our iGTB NET Service. Transactions made on weekends, bank statutory holidays or after Bank business hours are not reflected in your account until the next Business Day. You understand that it is your responsibility to maintain a sufficient positive balance in your account before conducting any Online banking transaction. Overdrafts are prohibited.

B5. Order Cheques (if applicable)

You can order cheques through iGTB NET Service. When we place an order for your cheques, we act as a sales and billing agent for the cheque supplier, and we are compensated for our services. The cost varies depending on the style and quantity you select and includes postage and handling. For charges, refer to Section 8 of this Agreement.

B6. Remittance - Wire Transfer (if applicable)

For wire transfer requests through iGTB NET Service, the Bank may set up a maximum dollar limit for each transaction and / or a daily maximum total remittance amount. Overdrafts are prohibited.

B7. Stop Payment (if applicable)

Any Authorized Signatory on the account can give instructions to the Bank to stop payment on a cheque that has not been paid. You can issue a stop payment order by using Online banking. Payments cannot be stopped on a cheque that has already been paid or that is in the process of being paid. A stop payment order will stay in effect for six months, unless you instruct us to cancel it or to renew it, provided we have not already returned the cheque. The order may be renewed for additional six-month periods. To request a stop payment order, you will need to provide your account number, the cheque number and amount, the payee's name, and the date the cheque was written. If this information is not exactly correct, the stop payment may not be effective, and BOCC shall not be held responsible for a failed

stop payment. Under certain circumstances, the law may allow the party in possession of the cheque to enforce payment, despite the stop payment order. The stop payment service is a chargeable service. For charges refer to Section 8 of this Agreement.

4. Hours of Operation

iGTB NET Service is available twenty-four hours a day, seven days a week, except during system maintenance periods when you may experience some delay or will not be able to access the system. If some services are not available during certain hours, you will be notified online.

5. Internet Access

You are responsible for obtaining Internet services via the Internet service provider of your choice. You are additionally responsible for any and all fees imposed by such Internet service provider for such access, as well as the cost of telecommunications usage and connection time.

6. Your Liability for Transfers or Payments (if applicable)

You are responsible for all Transfers made with your Password(s).

You should frequently check your account balances and Transfer requests to ensure there has been no unauthorized use of such accounts and that there are sufficient funds for any Transfer request. If you believe that your Password(s) has (have) been lost or stolen, or that someone has made Transfers from your account without your permission, you should notify us AT ONCE, by contacting the BOCC Customer Service Hotline pursuant to the notice provisions in Section 12(G) of Agreement.

Notwithstanding anything herein to the contrary, your failure to report to us any unauthorized Transfer from any of your account(s) as soon as you are aware of it shall relieve BOCC of any liability for any resulting Losses sustained as a result of such unauthorized Transfer, and such failure to report shall preclude you from asserting any claim for such Losses.

Any errors or unauthorized Transfers reported to the Bank will be promptly investigated by the Bank, and the Bank will advise you of the results of the investigation.

You are responsible for any Losses that result from your use of Online banking and your Password(s), including any Losses that result from any use by a third party. Without limiting the generality of the foregoing, you are also responsible for any Losses that result from:

- making an entry error when using Online banking;
- unauthorized access to your account, where you do not co-operate fully in an investigation by us or the authorities; and
- unauthorized access to your account, where you contributed to such unauthorized access.

7. Your responsibilities for managing your Password (s) and maintaining the security of your account

You should ensure that the Password(s) that you choose cannot be guessed by other persons easily (for example, they should not include your date of birth or your phone number). You should keep the Password(s) strictly confidential to yourself and not disclose your Password(s) to any other persons. You should also change your Password(s) on a regular basis.

You should ensure that any computer you use to access iGTB NET Service has an up-to-date anti-virus / anti-spyware program and a firewall to reduce the chances of a security compromise.

Once you complete your intended transaction(s) with iGTB NET Service, you should log off and close your browser immediately to prevent any unauthorized access to your account.

For Corporate Customers only: you acknowledge that access to your account through iGTB NET Service is separate and distinct from any physical signature arrangements for that same account which may exist with the Bank. BOCC shall have the right to rely on the authenticity and authority of all instructions received when they are accompanied by your Password(s), and to act on such instructions. By designating a person as an authorized user, you are authorizing that person to view information about the business, and if Online Transactions are permitted for your account, to carry out Online Transactions on your behalf. You accept the responsibility for all Losses that may arise from any unauthorized use, including an Authorized Signatory misusing his or her authority in any way, either purportedly on the business' behalf or for personal or other purposes. You agree to indemnify and save us harmless from and against all Losses that we may incur (other than due to our own gross negligence or willful misconduct), including legal fees and disbursements reasonably incurred by us, arising from a breach by you or an Authorized

Signatory of any part of this Agreement, or from our acting or declining to act upon any instruction or information given to us in accordance with this Agreement. This indemnity is in addition to any other indemnity or assurance against loss that the business may provide to us, and will survive any termination of this Agreement.

8. Charges

Access to iGTB NET Service is free to all BOCC account customers. Other applicable service charges for transactions done through iGTB NET Service are described in our most recent Disclosure Statement.

9. Disclosure of Account Information to Third Parties

The Bank agrees to keep your account information confidential, with the following exceptions:

- i. The Bank may disclose such information to its employees, agents, affiliates, or parent bank in circumstances deemed necessary or appropriate by the Bank to provide its services to you;
- ii. If and when the Bank selects an agent to act as service provider for the iGTB NET Service, such agent may have access to information about your account(s), iGTB NET Service transactions and e-mail messages;
- iii. When you agree in writing that the Bank may disclose specific information;
- iv. When you have named BOCC as credit reference;
- v. When an inquiry is made regarding sufficient funds to cover a Transfer authorized by you;
- vi. When the Bank is required by law to disclose such information (for example, if the Bank receives a subpoena, summons, search warrant, or court order to disclose information about you or your account).

10. The Bank's Liability

You understand and agree that, in addition to those limitations of liability set out elsewhere in this Agreement, we will be liable to you only for direct damages resulting from our gross negligence, fraud or willful misconduct arising directly from the performance by us of our

obligations under this Agreement, and we will not be liable to you for any other damages. Gross negligence means conduct which is (a) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in our position, or (b) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.

iGTB NET SERVICE, EQUIPMENT, E-TOKEN AND RELATED DOCUMENTATION ARE PROVIDED "AS IS". WE DO NOT MAKE ANY WARRANTIES REGARDING THE SAME, INCLUDING WITHOUT LIMITATION, WARRANTIES OR MERCHANTABILITY OPERATION, TIMELINESS, SECURITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Indemnification

You shall indemnify the Bank against any claim, liability, or Losses asserted against or incurred by the Bank arising from or in connection with your use of the iGTB NET Service product, including but not limited to any claim that use of a Password is not a commercially reasonable means of providing security against unauthorized transactions, and any liability or loss incurred by the Bank as a result of our allowing a multiple authorization account to be included within iGTB NET Service.

12. Additional Terms and Conditions.

A. Other Agreements:

In addition to this Agreement, you agree to comply with BOCC's rules and regulations, applicable provincial and federal laws and regulations, and such other written requirements as the Bank may furnish to you (whether in connection with this service or not), including but not limited to our account opening agreement and credit facility agreement.

The addresses, telephone numbers, and other information, rights and responsibilities contained in this Agreement are limited to iGTB NET Service related activities and do not cover any other types of accounts, fund transfers, payment mechanisms or other relationships between you and BOCC. These items are all governed by separate documentation relating to those services.

B. Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank's

website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

C. Alteration or Termination of iGTB NET Service:

BOCC reserves the right to alter or terminate this Agreement and the iGTB NET Service, in whole or part, at any time without prior notice and for any reason, including your failure to use your iGTB NET Service for a period of three (3) months or more.

You may terminate this service at any time by:

- a. sending an e-mail to your BOCC relationship manager or Home Branch contact and completing the BOCC's termination form signed by your Authorized Signatory;
or
- b. sending a letter of instruction signed by your Authorized Signatory to the address in Section 12 (G) of this Agreement.

Any such notice of cancellation will serve to cancel your iGTB NET Service only, not your account relationship with BOCC. Subsequent to the termination BOCC will not honor your transaction instructions sent by e-mail.

D. Data Recording:

By using iGTB NET Service, you acknowledge and grant us permission to record the e-mail messages and information contained therein when using iGTB NET Service.

E. Authority:

You represent and warrant that you are authorized to enter into this Agreement and to bind the account holder (s) hereto.

F. Records:

BOCC's records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to the Bank and, in the absence of manifest error, will be binding and conclusive.

G. Customer Service:

If you need assistance with iGTB NET Service or you need to communicate with the Bank, you may call toll free 1-844-669-5566 or write to:

Attn: iGTB NET Service

Bank of China (Canada)



Suite 700, 50 Minthorn Blvd.

Markham, Ontario

Canada L3T 7X8

You agree that the Bank may record your conversations with the Bank. The Bank does this from time to time to monitor the quality of service and accuracy of information the Bank employees give to customers, and to ensure that the Bank employees accurately follow your instructions. Customer Service is not authorized to waive any provision of this Agreement.

H. Governing Law:

Any disputes arising from or related to this Agreement and iGTB NET Service shall be governed by the laws of the Province where your Home Branch is located (without reference to the conflict of law rules thereof), as well as applicable federal laws, rules and regulations. All actions, suits or proceedings in connection with the transactions contemplated by this Agreement shall be brought to a court of competent jurisdiction in the Province where your Home Branch is located. By execution and delivery of this Agreement, each Party hereby irrevocably submits to the jurisdiction of such a court without, however, waiving any immunity, right of removal, or other right each party may have.

Quebec Only: You confirm that you prefer this Agreement and any related documents are in English.

Vous confirmez préférer que cette convention et les documents s'y rattachant soient rédigés en anglais.

I. Assignment:

BOCC may assign this Agreement to its parent bank or to any now existing or future direct or indirect subsidiary or affiliate of its parent bank. The Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

J. Severability:

In the event that one or more of the provisions of this Agreement shall for any reason be deemed to be invalid, illegal and/or unenforceable, the remaining provisions shall remain valid and enforceable.



K. Complaints and Dispute Resolution:

If you have any inquiries, please contact your relationship manager or our branch staff to assist you. If you have a complaint or wish to access Bank of China (Canada)'s complaint handling process, please visit our branches or the Bank's website at: www.bankofchina.com/ca/en/aboutus/ab3/201703/t20170327_9214593.html