

Canadian Western Bank Group Electronic Communications Agreement

Canadian Western Bank and its subsidiaries (collectively "CWB") are committed to the protection of your privacy and safeguarding your information, in accordance with governing regulations.

1. Authorization

In this Agreement, "I", "me" and "my" mean the undersigned corporation, partnership, association, sole proprietorship or individual. I hereby consent to the delivery and receipt by and between CWB and me of notices, documents, forms, instructions, and other information by internet email relating to the my dealings with the Bank, including without limitation, applications, consents, security documents including mortgages, account statements, disclosure statements and acknowledgements of receipt of the foregoing (the "Electronic Communications").

I understand that CWB Bank reserves the right, but not the obligation, to first obtain verbal or written confirmation before acting on Electronic Communications from me. CWB may decline or delay action on an Electronic Communication if the instructions in said Electronic Communication are incomplete, ambiguous, or cannot be carried out due to insufficient funds or otherwise, or if CWB doubts the authenticity of the Electronic Communication, or lawfulness of any instruction given in any Electronic Communication. CWB may act on Electronic Communications from, or purporting to be from me or my e-mail address as if I had given the Bank such instructions or information in writing, until CWB has received written notice to the contrary.

2. Use of e-mail as Electronic Communications

Transactions by e-mail I acknowledge that CWB does not recommend Electronic Communications to process transactions by Internet e-mail. I therefore agree that CWB will be under no obligation to accept or act upon any e-mail instructions to process transactions, including the purchase, transfer, sale or redemption of investments and any instructions that require a client signature.

Communications by e-mail If I use e-mail to communicate with CWB, I authorize CWB to reply to me by e-mail. This includes sending my confidential information to me at my request. If I am an individual, CWB will not be required to act upon instructions sent by e-mail unless it is sent from an email address that I have designated for e-mail communications. If I am a corporation, partnership, unincorporated association, or other non-personal entity, CWB will not be required to act upon instructions sent by e-mail unless the email is sent from an e-mail address that I have designated for e-mail communications by my authorized signatory (ies). I acknowledge that all Electronic Communications may be delivered and received by email.

Risks of using e-mail I understand that e-mail is not a secure means of communication and my confidential use of email cannot be guaranteed. I also understand that CWB recommends that persons dealing with it do not use e-mail for any confidential purposes or share their Internet access with others. If I nonetheless choose to do so, I assume full responsibility for the risk of doing so. These risks include the possibility that:

- someone could intercept, read, retransmit or alter the messages;
- e-mail messages could be lost, delivered late, or not received;

- someone could send unauthorized e-mails under my name or e-mail identity;
- computer viruses could be spread by e-mail causing damage to computers, software, or data.

I acknowledge that CWB recommends that I use up-to-date virus-checking software.

3. Validity

I acknowledge that all Electronic Communications purportedly sent under this Agreement received and acted upon by the Bank will be conclusively deemed to be valid and authentic, whether or not actually authorized by me or whether or not accurately communicated and received. This will be the case even if they did not come from me, were not properly understood by CWB, or were different from any of my previous or later Electronic Communications. Instructions will only be valid at the CWB office at which they are received. If I need to send instructions to more than one CWB office, I will send separate instructions to each of them. CWB does not have to act upon any of my Electronic Communications if it is unsure whether they are accurate or are really from me, or if CWB does not understand them.

4. Liability

I hereby indemnify and save CWB harmless from and against any and all claims, charges, complaints, costs, damages, demands, expenses, liabilities, and losses which CWB may incur, sustain or suffer, arising from or by reason of CWB acting, delaying in acting or declining to act upon any documents or messages received in accordance with this Agreement, including without limitation legal fees and disbursements reasonably incurred by CWB . This indemnity is in addition to any other indemnity provided by me to CWB . CWB is not responsible for any delay, failure of performance, damage, penalty, cost, expense or inconvenience resulting to me or any other person from causes beyond the control of CWB . CWB is not liable to me or any other person for incorrect or improper payment to any person (s) arising out of the processing of any transaction. CWB's correspondents and other financial institutions involved in processing transactions will rely on any account or identification numbers provided by me and will not seek to confirm the correctness or validity of information provided.

5. Agents

I give CWB permission to communicate electronically on my behalf with my authorized agent.

6. Non-Personal Entity

If I am a corporation, partnership or association or other non- personal entity, CWB may only accept my communications when they are from, or purport to be from, my signing officer(s) who is/are authorized to sign in accordance with documents on file with CWB .

7. General

7.1 Business Hours - CWB will only act on any of my Electronic Communications during the usual business hours of the CWB office at which there are facilities to determine if it has received any Electronic Communication from me. Since CWB's ability to act on my Electronic Communications depends on the normal functioning of various communication facilities, CWB is not liable for any delay or failure to receive my Electronic Communications.

7.2 Monitoring Facilities - CWB will use reasonable efforts to monitor its communications facilities to determine if it has received any Electronic Communication from me. Since CWB's ability to act on my Electronic Communications depends on the normal functioning of various communication facilities, CWB is not liable for any delay or failure to receive my Electronic Communications.

7.3 Admissibility - If it wishes, CWB may enter any photocopy, computer-generated copy, reproduction, tape recording or transcript of tape recording that CWB has of my Electronic Communications into evidence in any legal proceeding as if it were an original document. That copy will be sufficient and valid proof of the information contained in it.

7.4 System Requirements - I understand that there are no specialized or enhanced system requirements by me at this time to engage in Electronic Communications.

7.5 Notice - CWB may in its sole discretion provide me with a paper copy of an Electronic Communication if it is unable to deliver it electronically or if it feels that such alternate delivery is otherwise required.

7.6 Retention - I acknowledge that I am responsible for retaining a copy of all Electronic Communications. I understand that CWB will retain this Agreement while it is in force and for a period of seven (7) years after my relationship with CWB is terminated and that the Agreement will be made available to me by CWB for my reference during the retention period.

7.7 Binding Agreement - I have read and understand this Agreement and have received a copy of it and understand that unless revoked in writing, it is being given to receive the Electronic Communications in electronic form. This Agreement shall be binding upon me and my respective successors, heirs, liquidators and assigns. This Agreement will become effective the date of receipt by the Bank as set below.

7.8 Termination - I may terminate this Agreement at any time by written notice to CWB thirty (30) days prior to the termination date. CWB may terminate this Agreement at any time by written notice to me effective upon delivery.

7.9 Revocation of Consent - I understand that I am under no obligation to provide the consents contained in this Agreement, and I may revoke such consents at any time providing I give CWB thirty (30) days prior written notice.

7.10 Contact - I understand that I may contact: CWB Complaint Handling Officer, 1-888-423- 8854 if I have a question or complaint about this Agreement.

7.11 Designated Electronic Address - I hereby designate the email address shown in the log- in screens for the Electronic Communications service provided by CWB as my electronic address for delivery of Electronic Communications under this Agreement. I understand that CWB will send Electronic Communications to the designated email address or such other address that I may designate for the purpose of this Agreement from time to time.

7.12 Change in Information - I understand that I am responsible to inform the Bank of any change in my personal contact information that I have provided to CWB for the purpose of this Agreement

8. Agreement

This Agreement includes the information, terms and conditions contained in the log-in screens for the Electronic Communications service offered by CWB all of which are to be read together as if contained in one instrument. By clicking "Sign In" in the log-in screens , I agree that the information I have provided in this Agreement is true and complete and that I have read and agree with its terms and conditions. I understand and agree that clicking "Sign In" has the same legal effect as if I sign the Agreement with my handwritten signature.