

**Equipment Schedule A**

This is the Equipment Schedule attached to and forming part of Lease No. 330108457-201000062506 (the "Lease") between AISHKA EXPRESS INC. as Lessee and Royal Bank of Canada as Lessor.

Vendor	Invoice Date	Invoice #	Equipment Cost
STRYKE1 INC.	07/13/2021	21498	\$18,160.00
STRYKE1 INC.	07/13/2021	21497	\$10,964.00
STRYKE1 INC.	07/13/2021	21496	\$19,220.93
Source Office Furniture & Systems Ltd.	07/22/2021	240220	\$21,218.00
Liftow Limited	07/07/2021	PRI-000387	\$38,895.62
Liftow Limited	07/07/2021	PRI-000386	\$10,700.00

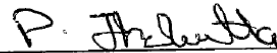
**Total Equipment Cost: \$119,158.55**

Initialed by  
Royal Bank of Canada:



Eugene Basolini  
Head, Equipment Finance Solution Centre

Initialed by  
AISHKA EXPRESS INC.





## Rental Statement

**AISHKA EXPRESS INC.**  
290 VELLORE WOODS BLVD  
WOODBIDGE, Ontario  
L4H 2T5

**PLEASE REMIT PAYMENT TO:**  
Royal Bank of Canada  
Leasing Division  
5575 North Service Rd, Suite 300  
Burlington, Ontario  
L7L 6M1

Lease Number	Net Equipment Cost	Rental Factor
<b>330108457 - 201000062506</b>	<b>\$119,158.55</b>	<b>0.02916</b>
RENTAL		<b>\$3,474.95</b>
GST/HST *		<b>\$451.75</b>
PST/QST *		<b>\$0.00</b>
SUB TOTAL		<b>\$3,926.70</b>
ADMINISTRATION FEE		<b>\$815.00</b>
GST/HST *		<b>\$105.95</b>
PST/QST *		<b>\$0.00</b>
SUB TOTAL		<b>\$920.95</b>
<b>TOTAL DUE ON July 26, 2021 (to be debited from your account)</b>		<b>\$4,847.65</b>

*\*Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **\$3,926.70** will be debited from your account on the **26th** of each month starting **August 26, 2021** unless alternative arrangements are made with the bank.

We thank you for this opportunity to provide you with our leasing service.

**AISHKA EXPRESS INC.**

Per: P. J. Smith  
(authorized signatory and title)

Per: \_\_\_\_\_  
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

Rev 03/2019

® Registered trademark of Royal Bank of Canada.



# Corporate Payments Service Agreement (Lease Agreement)

CUSTOMER NAME: AISHKA EXPRESS INC.  
ADDRESS: 290 VELLORE WOODS BLVD  
CITY: WOODBRIDGE PROVINCE: Ontario POSTAL CODE: L4H 2T5

The purpose of the Corporate Payment Service Agreement between AISHKA EXPRESS INC. ("Lessee") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Lessee to Royal Bank as payee under the following terms and conditions;

The Lessee hereby authorizes Royal Bank to draw on the Lessee's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 330108457 - 201000062506 ("Lease") between Lessee and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning July 26, 2021. The Lessee authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

Details of the account upon which Royal Bank is authorized to draw are indicated below, and a specimen cheque for this account marked "VOID" is attached to this Agreement:

Name of Lessee's Financial Institution RBC  
Transit Number of Financial Institution and Branch 00754 003  
Account Number 1000660

The Lessee hereby warrants that all persons whose signatures are required to sign on this account have signed this Agreement below and that all persons executing this Agreement are duly authorized signing officers of the Lessee and are empowered to enter into this Agreement.

The Lessee and Royal Bank agree that the authorization provided by this Agreement will remain in full force and effect until the Lessee delivers written notice of revocation to Royal Bank. The Lessee may revoke this authorization at any time, subject to providing Royal Bank with 30 days notice in writing. The Lessee may obtain a sample cancellation form, or further information on the right to cancel this agreement by contacting the Lessee's financial institution or by visiting [www.rbc.com](http://www.rbc.com). Revocation of this authorization does not terminate any contract for products/services that exists between the Lessee and Royal Bank. This Agreement applies only to the method of payment and does not otherwise have any bearing on the contract for products/services exchanged.

The Lessee has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on your recourse rights, contact your financial institution or visit [www.rbc.com](http://www.rbc.com).

Royal Bank will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Lessee or of a representative of the Lessee as being authorized, valid and binding on the Lessee, even if the signature was not, in fact, signed by the Lessee or its representative. The Lessee will keep the originals of all documents and instructions transmitted to Royal Bank by facsimile, including the application for this agreement if it was previously transmitted by facsimile to Royal Bank, and will produce them to Royal Bank upon request. Royal Bank and the Lessee agree that a copy of a document transmitted by fax shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule.

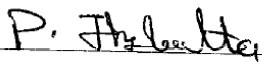
Dated the 27 day of July, 2021

ROYAL BANK OF CANADA

Per: 

Eugene Basolini  
Head, Equipment Finance Solution Centre

AISHKA EXPRESS INC.

Per: 

Per: \_\_\_\_\_

Royal Bank of Canada  
5575 North Service Rd., Suite 300  
Burlington, ON L7L 6M1  
Tel: 1-866-876-3672

Lessee No.	Lease No.	Rental Amount	GST/HST (if applicable)	PST/QST (if applicable)	Total Charges (including taxes)
330108457	201000062506	\$3,474.95	\$451.75	\$0.00	\$3,926.70

Goods & Services Tax No: 105 248 165  
Revision (04/16)





## Leasing Schedule

(Common Law)

Lessee # 330108457 Lease # 201000064047


Royal Bank of Canada, as Lessor, hereby leases to AISHKA EXPRESS INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of July 8, 2019

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	1	Chicago Pneumatic QRS25HP Air Compressor with Attachments	QRS25-HP	
	1	Air Compressor Power Supply & Hook up		
	1	Security System with HP Screen with Dual Arm Monitor Mount, 42" LED TV, 2 Door Access Control System		
	2	HD IP Phone & IP 7000 Conference Phone with HD IP 4MP Cameras		
All Equipment, goods and services as further listed on the equipment schedule A attached hereto, including all attachments, additions, replacements and substitutions.				
2. Term	Term (in months)			36
	Commencement Date of Term			October 22, 2021
	Termination Date of Term			October 22, 2024
3. Rental	Rental Installment, payable Monthly, in advance			\$1,221.96
	GST/HST, if any			\$158.86
	PST/QST, if any			\$0.00
	Total Monthly Rental Installment			\$1,380.82
	Other Charges (plus applicable taxes)			\$815.00
4. Option to Purchase	Option to Purchase Date			Purchase Price
	October 21, 2024			\$1.00
5. Place of Use	61-63 Huxley Road North York Ontario M9M 3B4			
6. Equipment Acceptance Certificate	The Lessee hereby certifies that all the equipment identified above in Section (1) of this Leasing Schedule has been received in good condition as ordered and has been assembled, installed, tested, etc., applicable, and is operating in accordance with the manufacturers' specification. Lessee has made or caused to be made all such tests and inspections of the Equipment, as they have reasonably deemed necessary to satisfy themselves as to the foregoing. Without prejudice to the Lessee's rights against manufacturers, suppliers or other, the Lessee hereby releases and discharges the Lessor from any and all actions, causes of actions, claims, demands, rights, defences, setoffs, abatements and compensation now or hereinafter arising out of or in relation to the Equipment, or, without limitation, any latent defect therein.			

The Lessee covenants and agrees with the Lessor that the Lessee is not entering into, and will not otherwise direct, administer or operate, this Leasing Schedule for the benefit or on behalf of any Person other than the Lessee. "**Person**" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association and any other incorporated or unincorporated entity.

The parties hereto have each executed this Leasing Schedule on the respective dates set forth below and this schedule is deemed to have been executed on the later of such dates. All appendices, if any, attached to this schedule form part of the Leasing Schedule.

**ROYAL BANK OF CANADA**

per   
Eugene Basolini  
Head, Equipment Finance Solution Centre

**AISHKA EXPRESS INC.**

per P. J. Zelithra

per \_\_\_\_\_

date 25/10/2021



**Schedule 'A'**  
**DESCRIPTION OF EQUIPMENT**

This is Schedule 'A' attached to and forming part of Lease No. 330108457 - 201000064047 (the "Lease") between AISHKA EXPRESS INC. as Lessee and Royal Bank of Canada as Lessor.

Supplier	Invoice #	Date	Equipment Cost
STRYKE1 INC.	21507	8/19/2021	\$ 16,434.00
STRYKE1 INC.	21527	9/25/2021	\$ 3,093.00
Total Air Compressor Inc.	4739	7/10/2021	\$ 16,990.74
Trademark Electric Co. Ltd.	10804	7/30/2021	\$ 5,164.00
			<u>\$ 41,681.74</u>

**ROYAL BANK OF CANADA**

Eugene Basolini  
Head, Equipment Finance Solution Centre

**AISHKA EXPRESS INC.**

By: P. Jushitta  
(authorized signature & title)

By: \_\_\_\_\_  
(authorized signature & title)



## Rental Statement

**AISHKA EXPRESS INC.**  
290 VELLORE WOODS BLVD  
WOODBIDGE, Ontario  
L4H 2T5

**PLEASE REMIT PAYMENT TO:**  
Royal Bank of Canada  
Leasing Division  
5575 North Service Rd, Suite 300  
Burlington, Ontario  
L7L 6M1

Lease Number	Net Equipment Cost	Rental Factor
<b>330108457 - 201000064047</b>	<b>\$41,681.74</b>	<b>0.02932</b>
RENTAL		<b>\$1,221.96</b>
GST/HST *		<b>\$158.86</b>
PST/QST *		<b>\$0.00</b>
SUB TOTAL		<b>\$1,380.82</b>
ADMINISTRATION FEE		<b>\$815.00</b>
GST/HST *		<b>105.95</b>
PST/QST *		<b>\$0.00</b>
SUB TOTAL		<b>\$920.95</b>
<b>TOTAL DUE ON October 22, 2021 (to be debited from your account)</b>		<b>\$2,301.76</b>

*\*Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **\$1,380.82** will be debited from your account on the **22nd** of each month starting **November 22, 2021** unless alternative arrangements are made with the bank.

We thank you for this opportunity to provide you with our leasing service.

**AISHKA EXPRESS INC.**

Per: P. Ashetta  
(authorized signatory and title)

Per: \_\_\_\_\_  
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

Rev 03/2019

® Registered trademark of Royal Bank of Canada.



## Corporate Payments Service Agreement (Lease Agreement)

CUSTOMER NAME: AISHKA EXPRESS INC.  
ADDRESS: 290 VELLORE WOODS BLVD  
CITY: WOODBRIDGE PROVINCE: Ontario POSTAL CODE: L4H 2T5

The purpose of the Corporate Payment Service Agreement between AISHKA EXPRESS INC. ("Lessee") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Lessee to Royal Bank as payee under the following terms and conditions;

The Lessee hereby authorises Royal Bank to draw on the Lessee's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 330108457 - 201000064047 ("Lease") between Lessee and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning October 22, 2021. The Lessee authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

Details of the account upon which Royal Bank is authorized to draw are indicated below, and a specimen cheque for this account marked "VOID" is attached to this Agreement:

Name of Lessee's Financial Institution RBC  
Transit Number of Financial Institution and Branch 00754 003  
Account Number 1000660

The Lessee hereby warrants that all persons whose signatures are required to sign on this account have signed this Agreement below and that all persons executing this Agreement are duly authorized signing officers of the Lessee and are empowered to enter into this Agreement.


The Lessee and Royal Bank agree that the authorization provided by this Agreement will remain in full force and effect until the Lessee delivers written notice of revocation to Royal Bank. The Lessee may revoke this authorization at any time, subject to providing Royal Bank with 30 days notice in writing. The Lessee may obtain a sample cancellation form, or further information on the right to cancel this agreement by contacting the Lessee's financial institution or by visiting [www.rbc.com](http://www.rbc.com). Revocation of this authorization does not terminate any contract for products/services that exists between the Lessee and Royal Bank. This Agreement applies only to the method of payment and does not otherwise have any bearing on the contract for products/services exchanged.

The Lessee has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on your recourse rights, contact your financial institution or visit [www.rbc.com](http://www.rbc.com).

Royal Bank will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Lessee or of a representative of the Lessee as being authorized, valid and binding on the Lessee, even if the signature was not, in fact, signed by the Lessee or its representative. The Lessee will keep the originals of all documents and instructions transmitted to Royal Bank by facsimile, including the application for this agreement if it was previously transmitted by facsimile to Royal Bank, and will produce them to Royal Bank upon request. Royal Bank and the Lessee agree that a copy of a document transmitted by fax shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

### ROYAL BANK OF CANADA

Per:   
Eugene Basolini  
Head, Equipment Finance Solution Centre

### AISHKA EXPRESS INC.

Per: 

Per: \_\_\_\_\_

Royal Bank of Canada  
5575 North Service Rd., Suite 300  
Burlington, ON L7L 6M1  
Tel: 1-866-876-3672

Lessee No.	Lease No.	Rental Amount	GST/HST (if applicable)	PST/QST (if applicable)	Total Charges (including taxes)
330108457	201000064047	\$1,221.96	\$158.86	\$0.00	\$1,380.82

Goods & Services Tax No: 105 248 165 Revision (04/16)





## Leasing Schedule

(Common Law)

Lessee # 330108457 Lease # 201000065464

Royal Bank of Canada, as Lessor, hereby leases to AISHKA EXPRESS INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of July 8, 2019

1. Equipment	Quantity	Make and Description	Model Number	Serial Number
	2	2021 Toyota 8HBW23 4500 LB Electric Walkie Pallet Truck c/w Battery/Charger		55964 ; FLA0308 55965 ; FLA0310
		2NX Notcher,		2HN-169
		Phone System and Security Cameras,, Toshiba TV 43" RADIANT HEATER LUMBER RACKING And all attachments and accessories		
All Equipment, goods and services as further listed on the equipment schedule A attached hereto, including all attachments, additions, replacements and substitutions				
2. Term	Term (in months)			36
	Commencement Date of Term			January 27, 2022
	Termination Date of Term			January 27, 2025
3. Rental	Rental Installment, payable Monthly, in advance			\$3,726.88
	GST/HST, if any			\$484.49
	PST/QST, if any			\$0.00
	Total Monthly Rental Installment			\$4,211.37
	Other Charges (plus applicable taxes)			\$815.00
4. Option to Purchase	Option to Purchase Date			Purchase Price
	January 26, 2025			\$1.00
5. Place of Use	1220 MARKHAM ROAD UNIT 9-10 SCARBOROUGH Ontario M1H 3B4 63 Huxley Road North York Ontario M9M 3B4			
6. Equipment Acceptance Certificate	The Lessee hereby certifies that all the equipment identified above in Section (1) of this Leasing Schedule has been received in good condition as ordered and has been assembled, installed, tested, etc., applicable, and is operating in accordance with the manufacturers' specification. Lessee has made or caused to be made all such tests and inspections of the Equipment, as they have reasonably deemed necessary to satisfy themselves as to the foregoing. Without prejudice to the Lessee's rights against manufacturers, suppliers or other, the Lessee hereby releases and discharges the Lessor from any and all actions, causes of actions, claims, demands, rights, defences, setoffs, abatements and compensation now or hereinafter arising out of or in relation to the Equipment, or, without limitation, any latent defect therein.			

The Lessee covenants and agrees with the Lessor that the Lessee is not entering into, and will not otherwise direct, administer or operate, this Leasing Schedule for the benefit or on behalf of any Person other than the Lessee. "Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association and any other incorporated or unincorporated entity.

The parties hereto have each executed this Leasing Schedule on the respective dates set forth below and this schedule is deemed to have been executed on the later of such dates. All appendices, if any, attached to this schedule form part of the Leasing Schedule.

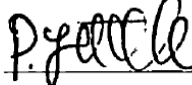
ROYAL BANK OF CANADA

per

  
Eugene Basolini  
Head, Equipment Finance Solution Centre

AISHKA EXPRESS INC.

per



per

date

Jan 27 / 2022

## Equipment Schedule A

This is the Equipment Schedule attached to and forming part of Lease No. 330108457-201000065464 (the "Lease") between AISHKA EXPRESS INC. as Lessee and Royal Bank of Canada as Lessor.

Vendor	Invoice Date	Invoice #	Equipment Cost
STRYKE1 INC.	11/27/2021	21555	\$6,554.00
INHOME COMFORT INC.	12/14/2021	1375-39	\$8,000.00
PALLET REPAIR SYSTEMS, INC.	12/14/2021	51703	\$20,530.08
Liftow Limited (Scarborough)	01/11/2022	PSI-712911	\$11,590.00
GO Fast Manufacturing , LLC	01/24/2022	9962	\$78,212.70

Initialed by  
Royal Bank of Canada:



Eugene Basolini  
Head, Equipment Finance Solution Centre

Initialed by  
AISHKA EXPRESS INC.





## Rental Statement

**AISHKA EXPRESS INC.**  
290 VELLORE WOODS BLVD  
WOODBIDGE, Ontario  
L4H 2T5

**PLEASE REMIT PAYMENT TO:**  
Royal Bank of Canada  
Leasing Division  
5575 North Service Rd, Suite 300  
Burlington, Ontario  
L7L 6M1

Lease Number	Net Equipment Cost	Rental Factor
<b>330108457 - 201000065464</b>	<b>\$124,886.78</b>	<b>0.02984</b>
RENTAL		<b>\$3,726.88</b>
GST/HST *		<b>\$484.49</b>
PST/QST *		<b>\$0.00</b>
SUB TOTAL		<b>\$4,211.37</b>
ADMINISTRATION FEE		<b>\$815.00</b>
GST/HST *		<b>\$105.95</b>
PST/QST *		<b>\$0.00</b>
SUB TOTAL		<b>\$920.95</b>
<b>TOTAL DUE ON January 27, 2022 (to be debited from your account)</b>		<b>\$5,132.32</b>

*\*Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **\$4,211.37** will be debited from your account on the **27th** of each month starting **February 27, 2022** unless alternative arrangements are made with the bank.

We thank you for this opportunity to provide you with our leasing service.

**AISHKA EXPRESS INC.**

Per: P. J. [Signature]  
(authorized signatory and title)

Per: \_\_\_\_\_  
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

Rev 03/2019

® Registered trademark of Royal Bank of Canada.





## Corporate Payments Service Agreement (Lease Agreement)

CUSTOMER NAME: AISHKA EXPRESS INC.  
ADDRESS: 290 VELLORE WOODS BLVD  
CITY: WOODBRIDGE PROVINCE: Ontario POSTAL CODE: L4H 2T5

The purpose of the Corporate Payment Service Agreement between AISHKA EXPRESS INC. ("Lessee") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Lessee to Royal Bank as payee under the following terms and conditions:

The Lessee hereby authorizes Royal Bank to draw on the Lessee's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 330108457 - 201000065464 ("Lease") between Lessee and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning January 27, 2022. The Lessee authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

Details of the account upon which Royal Bank is authorized to draw are indicated below, and a specimen cheque for this account marked "VOID" is attached to this Agreement:

Name of Lessee's Financial Institution	RBC
Branch Address	
City, Province, Postal Code	
Transit Number of Financial Institution and Branch	00754 003
Account Number	1000660

The Lessee hereby warrants that all persons whose signatures are required to sign on this account have signed this Agreement below and that all persons executing this Agreement are duly authorized signing officers of the Lessee and are empowered to enter into this Agreement.

The Lessee and Royal Bank agree that the authorization provided by this Agreement will remain in full force and effect until the Lessee delivers written notice of revocation to Royal Bank. The Lessee may revoke this authorization at any time, subject to providing Royal Bank with 30 days notice in writing. The Lessee may obtain a sample cancellation form, or further information on the right to cancel this agreement by contacting the Lessee's financial institution or by visiting [www.rbc.com](http://www.rbc.com). Revocation of this authorization does not terminate any contract for products/services that exists between the Lessee and Royal Bank. This Agreement applies only to the method of payment and does not otherwise have any bearing on the contract for products/services exchanged.

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Royal Bank will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Lessee or of a representative of the Lessee as being authorized, valid and binding on the Lessee, even if the signature was not, in fact, signed by the Lessee or its representative. The Lessee will keep the originals of all documents and instructions transmitted to Royal Bank by facsimile, including the application for this agreement if it was previously transmitted by facsimile to Royal Bank, and will produce them to Royal Bank upon request. Royal Bank and the Lessee agree that a copy of a document transmitted by fax shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule.

Dated the 27 day of January, 2022

ROYAL BANK OF CANADA

Per:

  
Eugene Basolini  
Head, Equipment Finance Solution Centre

AISHKA EXPRESS INC.

Per:

  
Per: \_\_\_\_\_

Royal Bank of Canada  
5575 North Service Rd., Suite 300  
Burlington, ON L7L 6M1  
Tel: 1-866-876-3672

Lessee No.	Lease No.	Rental Amount	GST/HST (if applicable)	PST/QST (if applicable)	Total Charges (including taxes)
330108457	201000065464	\$3,726.88	\$484.49	\$0.00	\$4,211.37

Goods & Services Tax No: 105 248 165  
Revision (04/16)





## Leasing Schedule

(Common Law)

Lessee # 330108457 Lease # 201000066339

Royal Bank of Canada, as Lessor, hereby leases to AISHKA EXPRESS INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of July 8, 2019

<b>1. Equipment</b>	Quantity	Make and Description	Model Number	Serial Number
		2022 TOYOTA 8FGU30 6000LB IC Pneumatic Forklift		C2350
		SECURITY SYSTEM, Samsung 85" QLED TV ,Electronic.		
<b>2. Term</b>	Term (in months)			48
	Commencement Date of Term			March 7, 2022
	Termination Date of Term			March 7, 2026
<b>3. Rental</b>	Rental Installment, payable Monthly, in advance			\$1,668.33
	GST/HST, if any			\$216.89
	PST/QST, if any			\$0.00
	Total Monthly Rental Installment			\$1,885.22
	Other Charges (plus applicable taxes)			\$815.00
<b>4. Option to Purchase</b>	Option to Purchase Date			Purchase Price
	March 6, 2026			\$1.00
<b>5. Place of Use</b>	1220 MARKHAM ROAD UNIT 9-10 SCARBOROUGH Ontario M1H 3B4 63 Huxley Road North York Ontario M9M 3B4			
<b>6. Equipment Acceptance Certificate</b>	The Lessee hereby certifies that all the equipment identified above in Section (1) of this Leasing Schedule has been received in good condition as ordered and has been assembled, installed, tested, etc., applicable, and is operating in accordance with the manufacturers' specification. Lessee has made or caused to be made all such tests and inspections of the Equipment, as they have reasonably deemed necessary to satisfy themselves as to the foregoing. Without prejudice to the Lessee's rights against manufacturers, suppliers or other, the Lessee hereby releases and discharges the Lessor from any and all actions, causes of actions, claims, demands, rights, defences, setoffs, abatements and compensation now or hereinafter arising out of or in relation to the Equipment, or, without limitation, any latent defect therein.			

The Lessee covenants and agrees with the Lessor that the Lessee is not entering into, and will not otherwise direct, administer or operate, this Leasing Schedule for the benefit or on behalf of any Person other than the Lessee. "Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association and any other incorporated or unincorporated entity.

The parties hereto have each executed this Leasing Schedule on the respective dates set forth below and this schedule is deemed to have been executed on the later of such dates. All appendices, if any, attached to this schedule form part of the Leasing Schedule.

ROYAL BANK OF CANADA

AISHKA EXPRESS INC.

per

  
Eugene Basolini  
Head, Equipment Finance Solution Centre

per

per

date



## Rental Statement

**AISHKA EXPRESS INC.**  
290 VELLORE WOODS BLVD  
WOODBIDGE, Ontario  
L4H 2T5

**PLEASE REMIT PAYMENT TO:**  
Royal Bank of Canada  
Leasing Division  
5575 North Service Rd, Suite 300  
Burlington, Ontario  
L7L 6M1

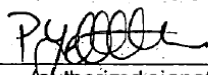
Lease Number	Net Equipment Cost	Rental Factor
<b>330108457 - 201000066339</b>	<b>\$71,863.22</b>	<b>0.02322</b>
RENTAL		<b>\$1,668.33</b>
GST/HST *		<b>\$216.89</b>
PST/QST *		<b>\$0.00</b>
SUB TOTAL		<b>\$1,885.22</b>
ADMINISTRATION FEE		<b>\$815.00</b>
GST/HST *		<b>\$105.95</b>
PST/QST *		<b>\$0.00</b>
SUB TOTAL		<b>\$920.95</b>
<b>TOTAL DUE ON March 7, 2022 (to be debited from your account)</b>		<b>\$2,806.17</b>

*\*Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **\$1,885.22** will be debited from your account on the **7th** of each month starting **April 7, 2022** unless alternative arrangements are made with the bank.

We thank you for this opportunity to provide you with our leasing service.

**AISHKA EXPRESS INC.**

Per:   
(authorized signatory and title)

Per: \_\_\_\_\_  
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

Rev 03/2019

® Registered trademark of Royal Bank of Canada.



## Corporate Payments Service Agreement (Lease Agreement)

CUSTOMER NAME: AISHKA EXPRESS INC.  
ADDRESS: 290 VELLORE WOODS BLVD  
CITY: WOODBRIDGE PROVINCE: Ontario POSTAL CODE: L4H 2T5

The purpose of the Corporate Payment Service Agreement between AISHKA EXPRESS INC. ("Lessee") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Lessee to Royal Bank as payee under the following terms and conditions:

The Lessee hereby authorizes Royal Bank to draw on the Lessee's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 330108457 - 201000066339 ("Lease") between Lessee and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning March 7, 2022. The Lessee authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

Details of the account upon which Royal Bank is authorized to draw are indicated below, and a specimen cheque for this account marked "VOID" is attached to this Agreement:

Name of Lessee's Financial Institution	RBC
Branch Address	
City, Province, Postal Code	
Transit Number of Financial Institution and Branch	00754 003
Account Number	1000660

The Lessee hereby warrants that all persons whose signatures are required to sign on this account have signed this Agreement below and that all persons executing this Agreement are duly authorized signing officers of the Lessee and are empowered to enter into this Agreement.

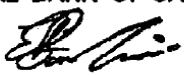
The Lessee and Royal Bank agree that the authorization provided by this Agreement will remain in full force and effect until the Lessee delivers written notice of revocation to Royal Bank. The Lessee may revoke this authorization at any time, subject to providing Royal Bank with 30 days notice in writing. The Lessee may obtain a sample cancellation form, or further information on the right to cancel this agreement by contacting the Lessee's financial institution or by visiting [www.rbc.com](http://www.rbc.com). Revocation of this authorization does not terminate any contract for products/services that exists between the Lessee and Royal Bank. This Agreement applies only to the method of payment and does not otherwise have any bearing on the contract for products/services exchanged.

The Lessee has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on your recourse rights, contact your financial institution or visit [www.rbc.com](http://www.rbc.com).

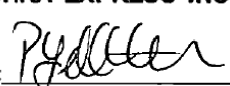
Royal Bank will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Lessee or of a representative of the Lessee as being authorized, valid and binding on the Lessee, even if the signature was not, in fact, signed by the Lessee or its representative. The Lessee will keep the originals of all documents and instructions transmitted to Royal Bank by facsimile, including the application for this agreement if it was previously transmitted by facsimile to Royal Bank, and will produce them to Royal Bank upon request. Royal Bank and the Lessee agree that a copy of a document transmitted by fax shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule.

Dated the 7 day of March, 2022

ROYAL BANK OF CANADA

Per:   
Eugene Basolini  
Head, Equipment Finance Solution Centre

AISHKA EXPRESS INC.

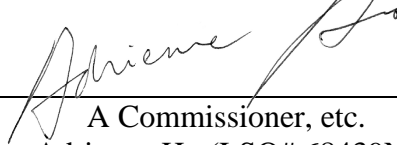
Per:   
Per: \_\_\_\_\_

Royal Bank of Canada  
5575 North Service Rd., Suite 300  
Burlington, ON L7L 6M1  
Tel: 1-866-876-3672

Lessee No.	Lease No.	Rental Amount	GST/HST (if applicable)	PST/QST (if applicable)	Total Charges (including taxes)
330108457	201000066339	\$1,668.33	\$216.89	\$0.00	\$1,885.22

Goods & Services Tax No: 105 248 165  
Revision (04/16)

This is Exhibit "E" referred to in the Affidavit of Jan Oros  
sworn before me at the City of Toronto, in the Province of Ontario  
this 9<sup>th</sup> day of August, 2024 in accordance with O. Reg. 431/20  
*Administering Oath or Declaration Remotely*

A handwritten signature in cursive script, appearing to read "Adrienne Ho", written over a horizontal line.

A Commissioner, etc.  
Adrienne Ho (LSO# 68439N)



**Royal Bank of Canada**  
Commercial Financial Services  
6880 Financial Dr 2nd Flr Link  
Mississauga, ON L5N 7Y5

August 25, 2023

**Private and Confidential**

**AISHKA EXPRESS 2016 INC.**  
1220 MARKHAM ROAD, UNIT 8  
SCARBOROUGH, ON  
M1H 3B3

ROYAL BANK OF CANADA (the “**Bank**”) hereby confirms the credit facilities described below (the “**Credit Facilities**”) subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the “**Agreement**”). This Agreement amends and restates without novation the existing agreement dated October 14, 2022 and any amendments thereto. Any amount owing by the Borrower to the Bank under such previous agreement is deemed to be a Borrowing under this Agreement. Any and all security that has been delivered to the Bank and is set forth as Security below, shall remain in full force and effect, is expressly reserved by the Bank and, unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Credit Facilities. Unless otherwise provided, all dollar amounts are in Canadian currency.

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or Event of Default.

**BORROWER:** Aishka Express 2016 Inc. (the “**Borrower**”)

**CREDIT FACILITIES**

**Facility #1:** \$1,000,000.00 revolving demand facility by way of:

a) RBP based loans (“**RBP Loans**”)

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBP + 2.50%

**AVAILABILITY**

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

**REPAYMENT**

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, Borrowings under this facility are repayable on demand.

**GENERAL ACCOUNT**

The Borrower shall establish a current account with the Bank (the "**General Account**") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of the General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans under this facility;
- b) if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans under this facility;
- c) if such position is a credit balance, where this facility is indicated to be Borrower revolved, the Bank will apply repayments on such facility only if so advised and directed by the Borrower.

**Facility #2:** \$408,935.69 revolving lease line of credit by way of Leases. Leases will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and a separate agreement, the terms of the separate agreement will govern.

**AVAILABILITY**

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict availability of any unutilized portion of this facility at any time from time to time without notice. The determination by the Bank as to whether it will enter into any Lease will be entirely at its sole discretion.

**OTHER FACILITIES**

The Credit Facilities are in addition to the following facilities (the "**Other Facilities**"). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

- a) Credit Card to a maximum amount of \$100,000.00 available in Canadian currency and US currency.

**FEES****One Time Fee:**

Payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

Review Fee: \$1,000.00

**Monthly Fee:**

Payable in arrears on the same day of each month.

Facility #1 Management Fee: \$400.00



**SECURITY**

Security for the Borrowings and all other obligations of the Borrower to the Bank, including, without limitation, any amounts outstanding under any Leases, if applicable, (collectively, the “**Security**”), shall include:

- a) Guarantee and postponement of claim on the Bank’s form 812 in the amount of \$720,000.00 signed by Puvanenthiran Jeyabalasingam;
- b) Guarantee and postponement of claim on the Bank’s form 812 in the amount of \$1,508,000.00 signed by Puvanenthiran Jeyabalasingam;
- c) Guarantee and postponement of claim on the Bank’s form 812 in the amount of \$720,000.00 signed by Aishka Recycling Inc.;
- d) Guarantee and postponement of claim on the Bank’s form 812 in the amount of \$1,508,935.00 signed by Aishka Recycling Inc., supported by a general security agreement on the Bank’s form 924 constituting a first ranking security interest in all personal property of Aishka Recycling Inc.;
- e) General security agreement on the Bank’s form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- f) Postponement and assignment of claim on the Bank’s form 918 signed by Puvanenthiran Jeyabalasingam.

Upon receipt of the security described in paragraphs b) and d) above, in form and substance satisfactory to the Bank, together with such legal opinions and any other supporting documentation as the Bank may reasonably require, to the full satisfaction of the Bank, such security will replace the security described in paragraphs a) and c) above.

**FINANCIAL COVENANTS**

In the event that the Borrower or Aishka Recycling Inc. changes accounting standards, accounting principles and/or the application of accounting principles during the term of this Agreement, all financial covenants shall be calculated using the accounting standards and principles applicable at the time this Agreement was entered into.

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of any demand or other discretionary facility the Borrower covenants and agrees with the Bank that the Borrower will:

- a) maintain on a combined basis for the Borrower and Aishka Recycling Inc., to be measured as at the end of each fiscal year:
  - i. Debt Service Coverage (Corporate Distribution), of not less than 1.25:1;
  - ii. a ratio of Total Liabilities to Tangible Net Worth of not greater than 2.5:1.

**REPORTING REQUIREMENTS**

The Borrower will provide the following to the Bank:

- a) annual aged list of accounts receivable, aged list of accounts payable and listing of inventory for the Borrower, within 150 days of each fiscal year end;
- b) annual Compliance Certificate, substantially in the form of Schedule “G” signed by an authorized signing officer of the Borrower, within 150 days of each fiscal year end, certifying compliance with this Agreement including the financial covenants set forth in the Agreement;

- c) annual review engagement financial statements for the Borrower and Aishka Recycling Inc. within 150 days of each fiscal year end;
- d) annual compilation engagement combined financial statements for the Borrower and Aishka Recycling Inc., within 150 days of each fiscal year end;
- e) biennial personal statement of affairs for all Guarantors, who are individuals, within 150 days of the end of every second fiscal year of the Borrower, commencing with the fiscal year ending in 2024;
- f) such other financial and operating statements and reports as and when the Bank may reasonably require.

**CONDITIONS PRECEDENT**

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and
- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally:

- e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank;
- f) no Lease will be made available to the Borrower unless it meets the leasing criteria established by the Bank and the Bank has received such documentation in respect thereof as may be required by the Bank.

**BUSINESS LOAN INSURANCE PLAN**

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage

to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

**GOVERNING LAW JURISDICTION**

Province of Ontario.

**ACCEPTANCE**

This Agreement is open for acceptance until September 24, 2023, after which date it will be null and void, unless extended by the Bank in its sole discretion.

**ROYAL BANK OF CANADA**

Per: \_\_\_\_\_  
Title: Vice President

**RBC Contact: Sunjit Grover**

/eo

We acknowledge and accept the terms and conditions of this Agreement  
on this 2023-08-30 day of \_\_\_\_\_.

**AISHKA EXPRESS 2016 INC.**

e-Signed by PUVANENTHIRAN JEYABALASINGAM  
on 2023-08-30 21:28:28 GMT

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: PUVANENTHIRAN JEYABALASINGAM President

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have the authority to bind the Borrower

As Guarantor, we acknowledge and confirm our agreement with the terms and conditions of this Agreement on this 2023-08-30, \_\_\_\_\_.

**AISHKA RECYCLING INC.**

Per: e-Signed by PUVANENTHIRAN JEYABALASINGAM  
on 2023-08-30 21:20:25 GMT  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: PUVANENTHIRAN JEYABALASINGAM **President**  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have the authority to bind the Guarantor

As Guarantor, I acknowledge and confirm my agreement with the terms and conditions of this Agreement on this 2023-08-30 day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witness

e-Signed by PUVANENTHIRAN JEYABALASINGAM  
on 2023-08-30 21:28:26 GMT

**PUVANENTHIRAN JEYABALASINGAM**

\attachments:

Terms and Conditions

Schedules:

- Definitions
- Calculation and Payment of Interest and Fees
- Compliance Certificate
- RBC Covarity Dashboard Terms and Conditions

## TERMS AND CONDITIONS

The Bank is requested by the Borrower to make the Credit Facilities available to the Borrower in the manner and at the rates and times specified in this Agreement. Terms defined elsewhere in this Agreement and not otherwise defined in the Terms and Conditions below or the Schedules attached hereto have the meaning given to such terms as so defined. In consideration of the Bank making the Credit Facilities available, the Borrower agrees, and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

### REPAYMENT

Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in this Agreement and shall be paid in the currency of the Borrowing. Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment. In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand. Where any Borrowings are repayable by scheduled blended payments, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be. Borrowings repayable by way of scheduled payments of principal and interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement. The Borrower shall ensure that the maturities of instruments or contracts selected by the Borrower when making Borrowings will be such so as to enable the Borrower to meet its repayment obligations. For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the Maturity Date of the applicable Borrowings shall automatically be amended accordingly.

In the case of any reducing term loan and/or reducing term facility ("**Reducing Term Loan/Facility**"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter ("**Renewal Letter**") to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the Maturity Date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

### PREPAYMENT

Where Borrowings are by way of RBP Loans, the Borrower may prepay such Borrowings in whole or in part without fee or premium.

The prepayment of any Borrowings under a term facility and/or any term loan will be made in the reverse order of maturity.

### EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the "**Accounts**") evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.

**GENERAL COVENANTS**

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

- a) will pay all sums of money when due under the terms of this Agreement;
- b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or an Event of Default;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under Reporting Requirements;
- h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- j) except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- k) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- l) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of combination with any other Person;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any entity regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

**FEES, COSTS AND EXPENSES**

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or

protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

#### **GENERAL INDEMNITY**

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable, or any Event of Default, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower or any Guarantor and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

#### **AMENDMENTS AND WAIVERS**

Save and except for any waiver or extension of the deadline for acceptance of this Agreement at the Bank's sole discretion, which may be communicated in writing, verbally, or by conduct, no amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Each Guarantor, if applicable, agrees that the amendment or waiver of any provision of this Agreement (other than agreements, covenants or representations expressly made by any Guarantor herein, if any) may be made without and does not require the consent or agreement of, or notice to, any Guarantor. Any amendments requested by the Borrower will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrower's account.

#### **SUCCESSORS AND ASSIGNS**

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank. The Bank may assign or transfer all or any part of its rights and obligations under this Agreement to any Person. The Bank may disclose to potential or actual assignees or transferees confidential information regarding the Borrower and any Guarantor if applicable, (including, any such information provided by the Borrower, and any Guarantor if applicable, to the Bank) and shall not be liable for any such disclosure.

#### **GAAP**

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate, including, without limitation, the application of accrual accounting. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

#### **SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

**GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the Province identified in the Governing Law Jurisdiction section of this Agreement and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

**DEFAULT BY LAPSE OF TIME**

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower, or a Guarantor if applicable, in default thereof.

**SET-OFF**

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

**NOTICES**

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

**CONSENT OF DISCLOSURE**

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

**NON-MERGER**

The provisions of this Agreement shall not merge with any Security provided to the Bank, but shall continue in full force for the benefit of the parties hereto.

**JOINT AND SEVERAL**

Where more than one Person is liable as Borrower or Guarantor if applicable for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidarily) with each other such Person.

**COUNTERPART EXECUTION**

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

**ELECTRONIC MAIL AND FAX TRANSMISSION**

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any



communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

### **ELECTRONIC IMAGING**

The parties hereto agree that, at any time, the Bank may convert paper records of this Agreement and all other documentation delivered to the Bank (each, a **"Paper Record"**) into electronic images (each, an **"Electronic Image"**) as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

### **REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Bank that:

- a) if applicable, it is duly constituted, validly existing and duly registered or qualified to carry on business or its operations in all jurisdictions where the nature of its properties, assets, business or operations make such registration or qualification necessary or desirable;
- b) the execution, delivery and performance by it of this Agreement do not violate any Applicable Laws or agreements to which it is subject or by which it is bound, and where applicable, have been duly authorized by all necessary actions and do not violate its constating documents;
- c) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any covenant or other term or condition of this Agreement or any Security or any other agreement delivered to the Bank or an Event of Default;
- d) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental and Health and Safety Laws which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under this Agreement or any Security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Bank; and
- e) it has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than as may be provided for herein.

Representations and warranties are deemed to be repeated as at the time of each Borrowing and/or the entering into each Lease, if applicable, hereunder.

### **LANGUAGE**

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

### **WHOLE AGREEMENT**

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

### **EXCHANGE RATE FLUCTUATIONS**

If, for any reason, the amount of Borrowings and/or Leases, if applicable, outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

### **JUDGEMENT CURRENCY**

If for the purpose of obtaining judgement in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the **"Judgement Currency"**) any amount due hereunder in any currency other than the Judgement Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day before the day

on which judgement is given. For this purpose "rate of exchange" means the rate at which the Bank would, on the relevant date, be prepared to sell a similar amount of such currency in the Toronto foreign exchange market, against the Judgement Currency, in accordance with normal banking procedures.

In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgement is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such date is the amount in the Judgement Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency together with interest at RBP and expenses (including legal fees on a solicitor and client basis). Any additional amount due from the Borrower under this section will be due as a separate debt and shall not be affected by judgement being obtained for any other sums due under or in respect of this Agreement.

### **EVENTS OF DEFAULT**

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an "Event of Default" which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

- a) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
- b) failure of the Borrower, or any Guarantor if applicable, to observe any covenant, term or condition contained in this Agreement, the Security, or any other agreement delivered to the Bank or in any documentation relating hereto or thereto;
- c) the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
- e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership or operation of the Borrower, or any Guarantor if applicable;
- f) if any representation or warranty made by the Borrower, or any Guarantor if applicable, under this Agreement or in any other document relating hereto or under any Security shall be false in any material respect; or
- g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.

### **INCREASED COSTS**

If any change in Applicable Laws or the interpretation thereof after the date hereof (i) imposes or increases taxes on payments due to the Bank hereunder (other than taxes on the overall net income of the Bank), (ii) imposes or increases any reserve or other similar requirement or (iii) imposes or changes any other condition affecting the Credit Facilities, and the result of any of the foregoing results in any additional cost to the Bank of making available, continuing or maintaining any of the Credit Facilities hereunder (or maintaining any obligations to make any such Credit Facilities available hereunder) or results in any reduction in the amount of any sum received or receivable by the Bank in connection with this Agreement or the Credit Facilities

made available hereunder, then from time to time, upon written request of the Bank, the Borrower shall promptly pay to the Bank, such additional amount or amounts as will compensate the Bank for any such additional costs incurred or reduction suffered.

**CONFIDENTIALITY**

This Agreement and all of its terms are confidential ("**Confidential Information**"). The Borrower shall keep the Confidential Information confidential and will not disclose the Confidential Information, or any part thereof, to any Person other than the Borrower's directors, officers, employees, agents, advisors, contractors, consultants and other representatives of the Borrower who need to know the Confidential Information for the purpose of this Agreement, who shall be informed of the confidential nature of the Confidential Information and who agree or are otherwise bound to treat the Confidential Information consistent with the terms of this Agreement. Without limiting the generality of the foregoing, the Borrower shall not issue any press release or make any other public announcement or filing with respect to the Confidential Information without the Bank's prior written consent.

## **Schedule "A"**

### **DEFINITIONS**

For the purpose of this Agreement, if applicable, the following terms and phrases shall have the following meanings:

**"Applicable Laws"** means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

**"Borrowing"** means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are **"Borrowings"**;

**"Business Day"** means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada;

**"Business Loan Insurance Plan"** means the optional group creditor insurance coverage, underwritten by RBC Life Insurance Company, and offered in connection with eligible loan products offered by the Bank;

**"Cash Taxes"** means, for any fiscal period, any amounts paid in respect of income taxes;

**"Contaminant"** includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

**"Corporate Distributions"** means any payments to any shareholder, director or officer, or to any associate or holder of subordinated debt, or to any shareholder, director or officer of any associate or holder of subordinated debt, including, without limitation, bonuses, dividends, interest, salaries or repayment of debt or making of loans to any such Person, but excluding salaries to officers or other employees in the ordinary course of business;

**"Debt Service Coverage"** means, for any fiscal period, the ratio of EBITDA, less Cash Taxes and, to the extent not deducted in determining net income, less Corporate Distributions, to the total of Interest Expense and scheduled principal payments in respect of Funded Debt;

**"EBITDA"** means, for any fiscal period, net income from continuing operations (excluding extraordinary gains or losses) plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during, and depreciation, depletion and amortization expenses deducted for, the period;

**"Environmental Activity"** means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

**"Environmental and Health and Safety Laws"** means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

**“Equity”** means the total of share capital, (excluding preferred shares redeemable within one year) contributed surplus and retained earnings plus Postponed Debt;

**“Equivalent Amount”** means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

**“Funded Debt”** means, at any time for the fiscal period then ended, all obligations for borrowed money which bears interest or to which interest is imputed plus, without duplication, all obligations for the deferred payment of the purchase of property, all capital lease obligations and all indebtedness secured by purchase money security interests, but excluding Postponed Debt;

**“Guarantor”** means any Person who has guaranteed the obligations of the Borrower under this Agreement;

**“Interest Expense”** means, for any fiscal period, the aggregate cost of advances of credit outstanding during that period including, without limitation, interest charges, capitalized interest, the interest component of capital leases, fees payable in respect of letters of credit and letters of guarantee and discounts incurred and fees payable in respect of bankers’ acceptances;

**“Lease”** means an advance of credit by the Bank to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Lease, Conditional Sales Contract, or pursuant to an Interim Funding Agreement or an Agency Agreement, in each case issued to the Borrower;

**“Maturity Date”** means the date on which a facility is due and payable in full;

**“Permitted Encumbrances”** means, in respect of the Borrower:

- a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and
- b) Security granted in favour of the Bank;

**“Person”** includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity;

**“Policy”** means the Business Loan Insurance Plan policy 52000 and 53000, issued by RBC Life Insurance Company to the Bank;

**“Postponed Debt”** means indebtedness that is fully postponed and subordinated, both as to principal and interest, on terms satisfactory to the Bank, to the obligations owing to the Bank hereunder;

**“Potential Prior-Ranking Claims”** means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

**“RBP”** and **“Royal Bank Prime”** each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;

**“RBUSBR”** and **“Royal Bank US Base Rate”** each means the annual rate of interest announced by the Bank from time to time as a reference rate then in effect for determining interest rates on commercial loans made in US currency in Canada;

**“Release”** includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

**“Tangible Net Worth”** means the total of Equity less intangibles, deferred charges, leasehold improvements, deferred tax credits and unsecured advances to related parties. For the purpose hereof, intangibles are assets lacking physical substance;

**“Total Liabilities”** means all liabilities, exclusive of deferred tax liabilities and Postponed Debt;

**“US”** means United States of America.

## **Schedule "B"**

### **CALCULATION AND PAYMENT OF INTEREST AND FEES**

#### **LIMIT ON INTEREST**

The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law. In no event shall the effective interest rate payable by the Borrower under any facility be less than zero.

#### **OVERDUE PAYMENT**

Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this Agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5% , or, in the case of an amount in US currency if applicable, RBUSTR plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity date, demand and judgement.

#### **EQUIVALENT YEARLY RATES**

The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

#### **TIME AND PLACE OF PAYMENT**

Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity date, demand and judgement.

#### **RBP LOANS**

The Borrower shall pay interest on each RBP Loan, monthly in arrears, on the 26th day of each month or such other day as may be agreed to between the Borrower and the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days and shall be paid in the currency of the applicable Borrowing.

## Schedule "G"

### COMPLIANCE CERTIFICATE

I, \_\_\_\_\_, representing the Borrower hereby certify as of  
fiscal year ending \_\_\_\_\_:

1. I am familiar with and have examined the provisions of the Agreement dated August 25, 2023 and any amendments thereto, between Aishka Express 2016 Inc., as Borrower, and Royal Bank of Canada as the Bank, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower and any Guarantor if applicable. Terms defined in the Agreement have the same meanings where used in this certificate.
2. The representations and warranties contained in the Agreement are true and correct.
3. No event or circumstance has occurred which constitutes or which, with the giving of notice, lapse of time, or both, would constitute a breach of any covenant or other term or condition of this Agreement or an Event of Default and there is no reason to believe that during the next fiscal year of the Borrower, any such event or circumstance will occur.
4. The ratio of Debt Service Coverage (Corp Dist) is \_\_\_\_:1, being not less than the minimum required ratio of 1.25:1.
5. The ratio of Total liabilities to tangible net worth is \_\_\_\_:1, being not greater than the maximum permitted ratio of 2.5:1
6. The detailed calculations of the foregoing ratios and covenants is set forth in the addendum annexed hereto and are true and correct in all respects.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Schedule "H"

### RBC COVARIETY DASHBOARD TERMS AND CONDITIONS

If the Borrower elects to fulfill the reporting requirements relating to the submission of financial information set out in this Agreement by accessing a secure web based portal ("**RBC Covarity Dashboard**") via the Internet and using RBC Covarity Dashboard to electronically upload the Borrower's financial information and to complete online and electronically submit certificates, reports and/or forms (the "**Service**"), then the following terms and conditions (the "**RBC Covarity Dashboard Terms and Conditions**") apply and are deemed to be included in, and form part of, the Agreement.

**1. Definitions.** For the purpose of the RBC Covarity Dashboard Terms and Conditions:

**"Disabling Code"** means any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan horse routine, trap door, time bomb, or any other unauthorized codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any Electronic Channel, including any related hardware or software.

**"Designated User"** an individual permitted to act on behalf of and bind the Borrower in all respects, and specifically in the submission of Electronically Uploaded Financial Information and/or Electronically Submitted Certificates.

**"Electronic Channel"** means any telecommunication or electronic transmission method which may be used in connection with the Service, including computer, Internet, telephone, e-mail or facsimile.

**"Electronic Communication"** means any information, disclosure, request or other communication or agreement sent, received or accepted using an Electronic Channel.

**"Electronically Submitted Certificates"** means certificates, reports and/or forms completed online and electronically submitted by any Designated User accessing the Service.

**"Electronically Uploaded Financial Information"** means financial data, reports and/or information of the Borrower electronically uploaded by any Designated User accessing the Service.

**"Internet"** means a decentralized global communications medium and the world-wide network of computer networks, accessible to the public, that are connected to each other using specific protocols, which provides for file transfer, electronic mail, remote log in, news, database access, and other services.

**"Password"** means a combination of numbers and/or letters selected by a Designated User that is used to identify the Designated User. The Password is used in conjunction with a User ID to access the Service.

**"Security Breach"** means any breach in the security of the Service, or any actual or threatened use of the Service, a Security Device, or Electronic Channel in a manner contrary to the Agreement, including, without limitation, the introduction of Disabling Code or a Virus to the Service.

**"Security Device"** means a combination of a User ID and Password.

**"Software"** means any computer program or programming (in any code format, including source code), as modified from time to time, and related documentation.

**“User ID”** means the combination of numbers and/or letters selected by the Borrower used to identify a particular Designated User. The User ID is used in conjunction with a Password to access the Service.

**“Virus”** means an element which is designed to corrupt data or enable access to or adversely impact upon the performance of computer systems, including any virus, worm, logic bomb and Trojan horse.

Terms defined in the Agreement have the same meanings where used in the RBC Covarity Dashboard Terms and Conditions.

**2. Access to the Service.** The Borrower will appoint one or more Designated User(s) to access the Service on behalf of the Borrower. The Borrower acknowledges and agrees that each Designated User appointed by the Borrower may electronically upload the Borrower’s financial information and may view all previously uploaded financial information and all calculations in the RBC Covarity Dashboard.

At the time of registration for the Service, the Borrower will advise the Bank of the name and e-mail address of each Designated User. The Borrower will immediately advise the Bank if a Designated User changes or is no longer valid.

The Bank will provide the Borrower with a User ID and temporary password for each Designated User. Each Designated User will receive the User ID and temporary password delivered to their e-mail address. Each Designated User will change the temporary password to a unique Password which may not be easily guessed or obtained by others. If it is suspected or known that the Password has been compromised in any way, the Password must be changed immediately.

On first access to the Service, each Designated User will be required to read and agree to terms of use which will thereafter be accessible from a link located on each web page of the Service.

**3. Security Devices.** The Borrower recognizes that possession of a Security Device by any person may result in that person having access to the Service. The Borrower agrees that the use of a Security Device in connection with the Service, including any information sent, received or accepted using the Service, will be deemed to be conclusive proof that such information is accurate and complete, and the submission of which is authorized by, and enforceable against, the Borrower.

The Borrower is responsible for maintaining the security and confidentiality of Security Devices which may be used in connection with the Service. The Borrower is responsible for ensuring that a Security Device will only be provided to and used by a Designated User. The Borrower agrees to be bound by any actions or omissions resulting from the use of any Security Device in connection with the Service.

**4. Security.** Each party shall at all times have in place appropriate policies and procedures to protect the security and confidentiality of the Service, Electronic Channels and Electronic Communication and to prevent any unauthorized access to and use of the Service and Electronic Channels. The Borrower agrees to comply with any additional procedures, standards or other security requirements that the Bank may require in order to access the Service.

The Borrower will not (i) access or use the Service for an illegal, fraudulent, malicious or defamatory purpose, or (ii) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Service (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person).

The Borrower agrees not to transmit via the Service any viruses, worms, defects, Trojan horses or any items of a destructive nature. The Borrower shall maintain the security of their computer by using anti-virus scanning, a firewall and installing the latest security patches to provide assurance that no Virus is introduced into the systems or Software while accessing the Service.

**5. Unsecure Electronic Channels.** The Borrower acknowledges and agrees that if it uses, or if it authorizes and directs the Bank to use, any unencrypted Electronic Channel, including unencrypted e-mail or facsimile, any Electronic Communication sent, received and/or accepted using such Electronic Channel is not secure, reliable, private or confidential. Any such Electronic Communication could be subject to interception, loss or alteration, and may not be received by the intended recipient in a timely manner or at all. The Borrower assumes full responsibility for the risks associated with such Electronic Communication.

**6. Notice of Security Breach.** The Borrower shall notify the Bank by notifying the RBC Account Manager in writing immediately of any Security Breach including: (i) any application vulnerability or if a Virus is contained in or affects transmission of information to the Service; or (ii) if the Borrower knows or reasonably ought to know that an unauthorized person may have access to the Service, Security Device or Electronic Channel.

If a Security Breach occurs the Borrower shall: (i) assist the Bank in the management of any consequences arising from it; (ii) take any reasonable steps necessary for it to take to mitigate any harm resulting from it; and (iii) take appropriate steps to prevent its recurrence.

**7. Binding Effect.** Any Electronic Communication that the Bank receives from or in the name of, or purporting to be from or in the name of, the Borrower or any other person on the Borrower's behalf in connection with the Service, will be considered to be duly authorized by, and enforceable against, the Borrower. The Bank will be authorized to rely and act on any such Electronic Communication, even if the Electronic Communication was not actually from the Borrower or such other person or differs in any way from any previous Electronic Communication sent to the Bank. Any Electronically Uploaded Financial Information will be considered to be financial information submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Uploaded Financial Information accordingly. Any Electronically Submitted Certificates will be considered to be certificates, reports and/or forms completed and submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Submitted Certificates accordingly.

**8. Representations and Warranties.** The Borrower represents and warrants to the Bank that each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted: (i) all financial statements, certificates, forms, reports and all information contained therein will be accurate and complete in all respects; (ii) all amounts certified as Potential Prior-Ranking Claims will be current amounts owing and not in arrears; (iii) all representations and warranties contained in the Agreement will be true and correct; and (iv) no event will have occurred which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default or breach of any covenant or other term or condition of the Agreement. The Borrower will be deemed to repeat these representations and warranties each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted.

**9. Evidence.** Electronic records and other information obtained by the Bank in an Electronic Communication will be admissible in any legal, administrative or other proceedings as conclusive evidence of the contents of those communications in the same manner as an original paper document, and the Borrower waives any right to object to the introduction of any such record or other information into evidence on that basis.

**10. Limitation of Liability.** The Bank is not responsible or liable for any damages arising from: (i) inaccurate, incomplete, false, misleading, or fraudulent information provided to the Bank; (ii) losses incurred as a result of an actual or potential Security Breach; or (iii) losses incurred as a result of application vulnerability or Virus that is contained in or affects any Software or systems used by or on behalf of the Borrower in connection with the Service.

Although every effort is made to provide secure transmission of information, timely communication and confidentiality cannot be guaranteed. In no event shall the Bank be liable for

any loss or harm resulting from the use of the Service, or from a breach of confidentiality in respect of use of the Service.

**11. Termination.** The ability of the Borrower to fulfill the reporting requirements relating to the submission of financial information set out in the Agreement using RBC Covarity Dashboard shall terminate upon revocation of access to the Service. In addition, the Bank may suspend or terminate access to or discontinue the Service immediately for any reason at any time without prior notice. The Bank will not be responsible for any loss or inconvenience that may result from such suspension or termination. The Borrower, upon giving notice to the Bank by notifying the RBC Account Manager in writing, may terminate use of the Service at any time.

**12. Amendment.** The Bank may amend these RBC Covarity Dashboard Terms and Conditions upon 30 days notice (which may be given electronically by way of e-mail or in writing) to the Borrower. The Borrower agrees that the continued use of the Service after the effective date of a change will constitute conclusive evidence of consent to all such amendments and the Borrower shall be bound by the amendments.





## RBC Royal Bank® Visa<sup>®</sup> Business Card Agreement

For good and valuable consideration, we accept your offer for the Account and each Card on the following terms and conditions:

1. **What the Words Mean:** In this Agreement and the Disclosure Statement, please remember that,

"we", "our" and "us" mean the Applicant, and;

"you" and "your" mean Royal Bank of Canada and companies under RBC®.

Please also remember that in this Agreement and the Disclosure Statement:

**"Account"** means an RBC Avion® Visa Infinite Business<sup>®</sup> ("Avion Visa Infinite Business"), RBC Avion Visa Business ("Avion Visa Business") (formerly "RBC Visa Business Platinum Avion"), RBC Visa Business ("Visa Business") or RBC Visa Business Gold ("Visa Business Gold") account that you have opened for the Applicant. You may add other types of Accounts to this list at any time. All Cards you issue to Cardholders under an Account form part of the Account;

**"Account Statement"** means your written statement of the Account that you prepare for a Cardholder about every three (3) or four (4) weeks. The period covered by each Account Statement will vary between 27 days and 34 days;

**"Aggregate Credit Limit"** means the maximum aggregate amount of Debt that can remain outstanding and unpaid at any time in the Accounts of all Cardholders under this Agreement;

**"Agreement"** means this Visa Business Card Agreement and all annexes attached to this Visa Business Card Agreement;

**"Applicant"** means the business identified in an application for an Account;

**"Application"** means the request made to you for the Account and each Card;

**"Authorized Person"** means any individual we have designated in writing as being authorized to ask you to open an Account and issue a Card to a Cardholder under this Agreement and to perform administrative duties for us under this Agreement;

**"Card"** means any Visa Business credit card you issue to a Cardholder on an Account in their name at our request, and all renewals of and replacements for that credit card;

**"Cardholder"** means an individual for whom you have opened an Account and to whom you have issued a Card on that Account at the request of an Authorized Person under this Agreement;

**"Cash Advance"** means an advance of cash that is charged to a Cardholder's Account with, or in connection with, their Card (or any other eligible Account access card you have issued to the Cardholder) and bill payments made from the Account at a bank branch, at a banking machine or on the Internet, Credit Card Cheques, balance transfers and "cash-like" transactions, including, without limitation, money orders, wire transfers, travellers' cheques, and gaming transactions (including

betting, off-track betting, race track wagers, casino gaming chips, lottery tickets);

**"Credit Limit"** means the maximum amount of Debt that can remain outstanding and unpaid at any time in a Cardholder's Account under this Agreement;

**"Debt"** means all amounts charged to a Cardholder's Account with or in connection with their Card, including Purchases, Cash Advances, interest, and Fees;

**"Disclosure Statement"** means your written statement of the Interest Rates and Fees for each Account and each Card set out in a document accompanying each Card when you issue it to a Cardholder and in any other document or statement you may send to Cardholders or us from time to time;

**"Fee"** means a fee that applies to a Cardholder's Account and this Agreement, as set out in the Disclosure Statement and in any document or other written statement you may send to the Cardholder or us from time to time;

**"Grace Period"** means the number of days between the Cardholder's Statement Date and Payment Due Date;

**"Interest-Bearing Balance"** means the unpaid balance of the Debt outstanding in a Cardholder's Account that is made up of any combination of Interest-Bearing Purchases and Interest-Bearing Fees and Cash Advances;

**"Interest-Bearing Purchase and Interest-Bearing Fee"** means a Purchase or Fee appearing on an Account Statement for the first time whether either or both of the following occurs: (i) the Debt shown on that Account Statement is not paid in full by that Account Statement's Payment Due Date or (ii) the Debt shown on the preceding Account Statement was not paid in full by the preceding Account Statement's Payment Due Date;

**"Interest Rate (Cash Advances including Credit Card Cheques)"** means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Cash Advance;

**"Interest Rate (Interest-Bearing Purchases and Interest-Bearing Fees)"** means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Interest-Bearing Purchase and Interest-Bearing Fee;

**"Interest Rates"** mean, collectively, the Interest Rate (Cash Advances including Credit Card Cheques) and the Interest Rate (Interest-Bearing Purchases and Interest-Bearing Fees);

**"Liability Waiver Program"** means the RBC Royal Bank Visa Liability Waiver Program in force from time to time, a current copy of which is annexed to this Agreement;

**"Minimum Payment"** means the amount indicated as such on an Account Statement;

**"New Balance"** means the amount indicated as such on an Account Statement;

**"Payment Due Date"** means the date indicated as such on an Account Statement;



**"Personal Identification Number"** means the personal identification number that a Cardholder has selected in your prescribed manner;

**"Purchase"** means a purchase of goods or services (or both) that is charged to a Cardholder's Account with or in connection with their Card;

**"Statement Date"** means the last date of the Statement period for which an Account Statement is produced;

**"Terms of Use"** means the Visa Business Reporting Terms of Use and/or the Visa Payment Controls Cardholder Terms and Conditions, established by Visa, that each User will be asked to read and agree with upon first log-in to Visa Business Reporting or Visa Payment Controls, and from time to time thereafter when prompted by Visa;

**"User"** means each authorized user of Visa Business Reporting and/or Visa Payment Controls designated and enrolled by the Applicant;

**"Visa"** means Visa Canada Corporation, Visa Inc., Visa International Service Association, Visa Worldwide Pte Limited, and Visa U.S.A. Inc. including their subsidiaries and/or their affiliated entities;

**"Visa Business Reporting"** means the reporting and analyzing online tool provided by Visa, which enables Avion Visa Infinite Business Applicants to self-manage their spending by being able to track expenses, save receipts, create reports, and more; and

**"Visa Payment Controls"** means the online tool provided by Visa, which enables Avion Visa Infinite Business Applicants to selfmanage the usage of each Card on their Account, by selecting various controls such as spending controls, category controls and locations controls.

2. **General Terms of Agreement:** This Agreement and the Disclosure Statement apply to each Account and Card. This Agreement replaces all prior Visa Business Card agreements between you and us for each Account and Card.

This Agreement is our promise to pay amounts owing on each of our Visa Business Accounts. It together with our Visa Business Card Application explains our rights and duties.

We acknowledge and agree that we must provide each Cardholder with a copy of this Agreement.

If a Cardholder signs, activates or uses their Card or their Account, it will mean that we have received and read this Agreement and agree to and accept all of its terms.

We confirm that all information provided to you regarding the Applicant's ownership, control and structure is true, complete and accurate in all respects.

We must promptly give you up-to-date credit and financially related information about us when you ask for it. The section headings in this Agreement appear only for ease of reference purposes. They do not form part of this Agreement.

3. **Account Opening/Card Issuance and Renewal:** You will open an Account for, and will issue a Card on that Account to, a Cardholder at our request or at the request of an Authorized Person made on a fully completed request form that you have prescribed for this purpose. For any Cardholder that is not responsible for the payment of any Debt under this Agreement, you will

maintain a record of the name of the Cardholder only. We acknowledge and agree that we shall obtain the name, address, telephone number, and date of birth of such Cardholders and shall maintain a record of such information obtained for a period of 7 years. We agree to immediately provide such information to you if requested by you.

You will also issue renewal and replacement Cards (excluding an emergency replacement Card) to each Cardholder before the expiration date indicated on the Card last issued to them. You will continue to issue renewal and replacement Cards to a Cardholder in this way until we or the Cardholder tells you to stop. An emergency replacement Card will be issued by you to a Cardholder when required according to your customary operating procedures.

4. **Account and Card Use:** A Cardholder may use their Account and Card to obtain advances of money from you through Purchase transactions, Cash Advance transactions and other transactions you permit from time to time. The use of each Account and Card is governed by this Agreement. An Account and Card may only be used by the Cardholder in whose name it has been opened or issued. A Cardholder must not use their Card after the expiration date shown on it or after the termination of this Agreement. A Cardholder may not use their Card for any illegal, improper or unlawful purpose.

You reserve the right to refuse your authorization for certain types of transactions as determined by you.

5. **Visa Business Reporting and Visa Payment Controls**

Applicable to Avion Visa Infinite Business Accounts only

You offer Avion Visa Infinite Business Applicants access to Visa Business Reporting and Visa Payment Controls. These tools are administered by the Applicant and additional Users may be enrolled by the Applicant. All Users are subject to the following terms and conditions.

5.1. **Applicant's Acknowledgement**

The Applicant acknowledges that:

- Visa Business Reporting and Visa Payment Controls are provided by Visa, and the Terms of Use have been established solely by Visa, not you;
- information collected by Visa in connection with the use of Visa Business Reporting and Visa Payment Controls will be used in accordance with Visa's privacy policy, accessible at [www.visa.ca/en\\_CA/legal/privacy-policy.html](http://www.visa.ca/en_CA/legal/privacy-policy.html);
- all information and data contained in Visa Business Reporting and Visa Payment Controls remain your property;
- you are not in any way responsible for the availability of Visa Business Reporting and/or Visa Payment Controls at any time or their accuracy thereof;
- you are not in any way responsible for the reliability or accuracy of any tax management tools available through Visa Business Reporting and/or Visa Payment Controls, and expressly disclaim all warranties in connection with any tax calculation, estimation or information provided by such tax management tools. You do not provide tax, legal or accounting advice and the Applicant should consult its own professional advisors before acting or relying on any tax-related information displayed in Visa





Business Reporting and/or Visa Payment Controls for tax reporting purposes;

- (f) you specifically disclaim any implied warranty of merchantability or fitness for a particular purpose of Visa Business Reporting and/or Visa Payment Controls; and
- (g) you are not responsible for any data integration (including accuracy of data, security of data and connecting different providers) between Visa and a third party software provider or any other endpoint (including the Applicant), where applicable.

## 5.2. Applicant's Obligations

The Applicant will:

- (a) create and implement a policy and controls concerning the use of Visa Business Reporting and Visa Payment Controls by the Users in order to:
  - (i) ensure each User is properly authorized to use Visa Business Reporting and/or Visa Payment Controls on its behalf, and that each User complies with this Agreement and the Terms of Use;
  - (ii) ensure all Users maintain the confidentiality of all Visa Business Reporting and/or Visa Payment Controls credentials, including their passwords, User names and other identification, if applicable;
  - (iii) establish a methodology for adding or cancelling Users; and
  - (iv) ensure that all Users are familiar with the processes, required file formats and procedures for RBC Visa Business Reporting and/or Visa Payment Controls, all as outlined in the applicable Visa Business Reporting and/or Visa Payment Controls implementation guides and documentation provided to the Applicant;
- (b) remain responsible for maintaining the confidentiality of all Visa Business Reporting and/or Visa Payment Controls credentials, including passwords, User names and other identification, if applicable;
- (c) remain responsible for all activities that occur through the use of Visa Business Reporting and Visa Payment Controls, including fraud, malfeasance, unauthorized transactions, and any actions or omissions of the Applicant, the Users, or any other person;
- (d) remain liable, as well as indemnify you and hold you harmless from and against all losses, including any losses, claims, damages of any kind (including direct, indirect, special, incidental, consequential or punitive), costs, fees, charges, expenses or other liabilities relating to the use of Visa Business Reporting and/or Visa Payment Controls by the Applicant, the Users or any other person, and for all activities performed by each such person in Visa Business Reporting and/or Visa Payment Controls;
- (e) select French or English as the language of choice to be used while using Visa Business Reporting and/or Visa Payment Controls and be responsible for complying with any applicable language laws;
- (f) be responsible for loading certain organizational and other Applicant-specific data into Visa Business Reporting and/or Visa Payment Controls in a file

format specified by the Terms of Use; and

- (g) use Visa Business Reporting and/or Visa Payment Controls solely for its own use and not disclose information derived from Visa Business Reporting and/or Visa Payment Controls.

## 5.3. User's Obligations

Upon first log-in to Visa Business Reporting or Visa Payment Controls, and from time to time thereafter when prompted by Visa, each User will be asked to read the Terms of Use and agree with them. A User who does not agree with such Terms of Use will not be able to access or use Visa Business Reporting and/or Visa Payment Controls.

In addition, each User:

- (a) is responsible for complying with the Terms of Use and you, the Applicant or Visa may immediately revoke the access to Visa Business Reporting and/or Visa Payment Controls of any User who does not comply with such Terms of Use;
  - (b) must be familiar and comply with the processes, required file formats and procedures for Visa Business Reporting and/or Visa Payment Controls, all as outlined in the Applicant's internal policies;
  - (c) must maintain the confidentiality of their Visa Business Reporting and/or Visa Payment Controls credentials, including their passwords, User names and other identification, if applicable; and
  - (d) must maintain the confidentiality of any information that is contained in or retrieved from Visa Business Reporting or Visa Payment Controls, such as, but not limited to, data files and reports.
6. **Account and Card Ownership:** You are the owner of each Account and Card. Neither we nor any Cardholder has the right to assign or transfer this Agreement, any Card or any Account to anyone else.
7. **Lost or Stolen Card:** We or a Cardholder must tell you at once if the Cardholder's Card is lost or stolen or if we or the Cardholder suspects it is lost or stolen. We or the Cardholder may do this in the way you have set out on each Account Statement.

If a Cardholder's Card is lost or stolen, we will be liable to you for:

1. all Debt on the Cardholder's Account, up to a maximum of \$1,000.00, resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which only their Card or Cardholder's Account number has been used to complete those transactions; and
2. all Debt resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which their Card and Personal Identification Number have been used together to complete those transactions.

We will not be liable to you for any Debt resulting from the loss or theft of the Cardholder's Card that is incurred after the time we or the Cardholder tells you about that loss or theft.

8. **Card Cancellation/Revocation or Suspension of Use:** We may cancel a Cardholder's Account and Card for any reason (including, without limitation, the death of the



Cardholder) by providing you with written notice of cancellation of that Account and Card. Subject to Section 7., we will be liable to you for all Debt, howsoever and by whomsoever incurred, resulting from the use of the Cardholder's Account or Card from the time we provide written notice of cancellation to you of the Cardholder's Card until the time we have notified you that the Card has been destroyed.

If the Debt outstanding in a Cardholder's Account exceeds the Credit Limit at any time, you may suspend the Cardholder's right to use their Account and Card and all services you provide to the Cardholder under this Agreement until such time as that excess is paid to you in full.

You may revoke or suspend a Cardholder's right to use their Account and Card at any time without notice. The Cardholder must also surrender their Card to us or to you at our (or your) request.

9. **Limits:** You will set an Aggregate Credit Limit for all Accounts and you may change it from time to time without notice.

If we consistently make late payments or no payments, you may reduce the Aggregate Credit Limit of all accounts. You will tell us what the initial Aggregate Credit Limit is at or before the time an Account is opened for a Cardholder under this Agreement. We will not permit the Debt we owe to you at any time to exceed the Aggregate Credit Limit. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed the Aggregate Credit Limit you set from time to time.

You will set a Credit Limit for each Cardholder's Account and you may change the Credit Limit for a Cardholder's Account periodically. You will tell each Cardholder what their current Credit Limit is on the document accompanying their Card when you issue it to them and on each Account Statement. We will ensure that each Cardholder observes their Credit Limit. We will not permit the Debt we owe to you in respect to an Account at any time to exceed the Credit Limit for that Account. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed that Credit Limit you set from time to time. We understand that the use of any Card and the Account may be suspended, at your discretion, if the Credit Limit is exceeded. An overlimit fee will be charged to an Account when you permit the Debt to exceed the Credit Limit of that Account during an Account Statement period. You may at any time refuse to permit the Debt to exceed the Credit Limit of an Account and require us to pay any balances which exceed the Credit Limit of an Account.

10. **Liability for Debt:** Subject to Section changes to 7. and 8., and except as may otherwise be provided under the Liability Waiver Program, we will be liable to you for all Debt charged to each Account, no matter how it is incurred or who has incurred it and even though you may send Account Statements to Cardholders and not to us. However, you will provide Account Statement or other information about that Debt to us at our request. You may apply any money we have on deposit with you or any of your affiliates against any Debt we have not paid to you as required under this Agreement without notice to us.

11. **Making Payments:** It is our responsibility to ensure that payment on each Cardholder's Account is received by you for credit to each Account by the Payment Due Date shown on each Account Statement, even if our Payment Due Date falls on a holiday or weekend.

Payments can be made on each Account at any time. Payment can be made by mail, at one of your branches, at an ATM that processes such payments, through your telephone or online banking services, or at certain other financial institutions that accept such payments. Even when normal postal service is disrupted, payments must continue to be made on each Account.

Payments do not automatically adjust the available Credit Limit. Payments on each Account made by mail or through another financial institution's branch, ATM or online banking service may take several days to adjust the available Credit Limit. To ensure that a Payment is credited to a Cardholder's Account and automatically adjusts the available Credit Limit on the same business day, a Cardholder's payment must be made prior to 6:00pm local time on that business day at one of your branches or ATMs in Canada or through your telephone or online banking services.

We can also ask you to process our payment on each Payment Due Date each month by automatically debiting a bank account that we designate for that purpose. We may choose to pay the Minimum Payment, a fixed amount provided that it is not less than the Minimum Payment or our New Balance. If we ask you to automatically process payments in this manner, we agree to be bound by the terms and conditions set out in Rule H1 of the Rules of the Canadian Payments Association, as amended from time to time. In addition, we agree to waive any pre-notification requirements that exist where variable payment amounts are being authorized. We may notify you at any time that we wish to revoke our authorization, and a pre-authorized payment may, under certain circumstances, be disputed for up to 90 days. The Rules are available for us to review at [www.cdnpay.ca](http://www.cdnpay.ca).

12. **Payment of Debt:**

a. Subject to Subsections 12.b., 12.c. and Section 21., we may pay the Debt we owe to you in respect to each Cardholder's Account in full or in part at any time.

b. Subject to Subsection 12.c. and Section 21., we must make a payment of the lesser of \$10.00 plus Interest plus Fees as shown on the current Account Statement and our New Balance by the Payment Due Date shown in order to keep the Account up to date. Any pastdue amounts will continue to be included in our Minimum Payment amount.

c. We must also pay the amount of any Debt that exceeds the Credit Limit for a Cardholder's Account at once to keep that Account up-to-date. We must pay this excess even though you may not yet have sent an Account Statement to the Cardholder on which that excess appears.

d. We must keep each Cardholder's Account up-to-date at all times even when you are delayed in or prevented from sending, for any reason, any one or more Account Statements to Cardholders. We must contact your Card Centre identified on Account Statements at least once a month during such a delay or interruption to obtain any payment information we do not have and need to know



in order for us to comply with our obligations under this Section.

e. If any payment made by us in respect of a Cardholder's Account is not honoured, or if you must return it to us because it cannot be processed, the applicable fee will be charged under Section 15., and Card privileges may be revoked or suspended by you under Section 8.

f. If the New Balance on a Cardholder's previous Account Statement is paid in full by the Payment Due Date, the Grace Period for the Cardholder's current Account Statement will continue to be the minimum number of days applicable to the Card (21 days for all Avion Visa Infinite Business and Visa Business, 17 days for Avion Visa Business). If the previous New Balance on a Cardholder's Account Statement is not paid in full by the Payment Due Date, the Cardholder's Payment Due Date will be extended to 25 days from the Statement Date regardless of the type of Visa Card held by the Cardholder.

### 13. Interest Charges:

a. *Interest-Free Purchases and Interest-Free Fee:* We will not pay interest on the amount of any Purchase or Fee appearing on an Account Statement for the first time provided that all Debt shown on that Account Statement is paid in full by that Account Statement's Payment Due Date and all Debt shown on the preceding Account Statement was also paid in full by that preceding Account Statement's Payment Due Date.

b. *Interest-Bearing Balance:* We will pay interest on the Interest-Bearing Balance at the Interest Rates in effect in the manner described below and in Subsection 13.c.:

You will charge us interest:

- i. on the amount of each Interest-Bearing Purchase and Interest-Bearing Fee from (and including) the transaction date recorded for them on the Account Statement where they appeared for the first time to the day you receive payment in full of the Interest-Bearing Balance; and
- ii. on the amount of each Cash Advance (including Credit Card Cheques) from (and including) the day they are obtained to the day you receive payment in full of the Interest-Bearing Balance.

c. *Interest Calculation:* The interest you charge on the Interest-Bearing Balance accrues daily.

You will calculate the interest on the Interest-Bearing Balance made up of Cash Advances by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Cash Advances and Credit Card Cheques) in effect and dividing the result by the number of days in the year. You will calculate the interest on the Interest-Bearing Balance made up of Interest-Bearing Purchases and Interest-Bearing Fees by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Interest-Bearing Purchase and Interest-Bearing Fee) in effect and dividing the result by the number of days in the year.

You will post the interest we owe on the Interest-Bearing Balance for the period covered by an Account Statement to the Account at the end of that period. Since the interest you charge on the Interest-Bearing Balance accrues daily up to the time you receive a payment of the Debt, the final interest charge on the Interest-Bearing

Balance for that period can only be calculated and included on the Account Statement that shows the payment.

14. **Payment Allocation:** When we make a payment you will apply the amount up to our Minimum Payment, first to any interest and second to any fees. You will apply the remainder of any Minimum Payment to our New Balance, generally starting with amounts bearing the lowest interest rate before amounts bearing higher interest rates.

If we pay more than our Minimum Payment, you will apply the amount over the Minimum Payment to the remainder of our New Balance. If the different amounts that make up our New Balance are subject to different interest rates, you will allocate our excess payment in the same proportion as each amount bears to the remainder of our New Balance. If the same interest rate is applicable to both a cash advance (which never benefits from an interest-free grace period) and a purchase, you will apply our payment against the cash advance and the purchase in a similar proportionate manner. If we have paid more than our New Balance, you will apply any payment in excess of the New Balance to amounts that have not yet appeared on our monthly statement in the same manner as set out above.

Credits arising from returns or adjustments are generally first applied to transactions of a similar type, second to any interest and fees, and the remainder to other amounts owing in the same manner as you apply payments in excess of the Minimum Payment.

Unless you otherwise agree, any payment must be made in money which is legal tender at the time of payment. As well, the mere lapse of the time fixed for performing an obligation under this Agreement will have the effect of putting us in default of it.

15. **Fees:** We must pay all Fees. You will charge them to the Cardholder's Account at the time they are incurred.
16. **Banking Machines:** A Cardholder may use their Card together with their Personal Identification Number to make transactions on their Account at those banking machines and terminals you operate and at any other banking machines or terminals you designate from time to time; subject to the Cardholder's agreement with you governing the use of their Personal Identification Number.
17. **Debt Incurred Without a Card:** If a Cardholder incurs Debt without having presented their Card to a merchant (such as for internet, mail order or telephone Purchase), the legal effect will be the same as if the Cardholder had used their Card and signed a Purchase or Cash Advance draft.
18. **Transfer of Your Rights:** You may transfer any or all of your rights under this Agreement and the Disclosure Statement, by way of assignment, sale or otherwise. If you do so, you can give information concerning the Account to anyone you transfer your rights to, but will ensure that they are bound to respect our privacy rights in that information.
19. **Changes to Disclosure Statement:** You may change the Interest Rates and Fees for each Cardholder's Account and this Agreement set out or referred to in the Disclosure Statement periodically. We will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If



any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.

- 20. Changes to Agreement:** You may change this Agreement periodically. Subject to Section 9., we will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.

The benefits and services you provide to Cardholders are subject to terms and conditions which may be amended by you from time to time without notice to us or any Cardholder.

**21. Termination:**

1. You or we may terminate this Agreement at any time by giving written notice of termination to the party(ies) to be bound by that written notice. You must direct your written notice to our address last appearing on your records. Our written notice must be directed to your address appearing on the last Account Statement you have sent to Cardholders.

2. The occurrence of any one of the following events has the effect of putting us in default, and you may terminate this Agreement at once without giving us any notice, if:

- we become insolvent or bankrupt,
- someone files a petition in bankruptcy against us,
- we make an unauthorized assignment for the benefit of our creditors,
- we institute, or someone else institutes, any proceedings for the dissolution, liquidation or winding up of our affairs,
- we institute, or someone else institutes, any other type of insolvency proceeding involving our assets under the Bankruptcy and Insolvency Act or otherwise,
- we cease or give notice of our intention to cease to carry on business or make or agree to make a bulk sale of our assets without complying with applicable laws, or we commit an act of bankruptcy,
- we fail to pay any Debt or to perform any other obligation to you as required under this Agreement,
- we make any statement or representation to you that is untrue in any material respect when made, or
- there is, in your opinion, a material adverse change in our financial condition.

3. Upon termination of this Agreement, we must pay all Debt for each Account to you at once and ensure that each Cardholder destroys their Card and returns any unused Credit Card Cheques. If we fail to comply with our obligations to you under this Agreement, we will be liable to you for:

- all court costs and reasonable legal fees and expenses (on a solicitor-client basis) you incur through any legal process to recover any Debt, and
- all costs and expenses you incur in reclaiming any Card.

- 22. RBC Rewards®:** If a Card allows us to earn RBC Rewards points which can be redeemed for merchandise, travel and other rewards, we acknowledge that our participation in the RBC Rewards program is subject to the RBC Rewards Terms and Conditions. The RBC Rewards Terms and Conditions are available for review at

[www.rbc Rewards.com](http://www.rbc Rewards.com) and are subject to change without notice.

- 23. Special Offers (Introductory and Promotional Interest Rates):** You may make special offers to us from time to time, including Introductory Interest Rate and other Promotional Interest Rate offers that temporarily lower the interest rate applicable to portions of our balance, such as when we make certain types of Cash Advances. You sometimes make Introductory Interest Rate offers which apply to new Accounts only. For example, you could offer a low Introductory Interest Rate applicable to certain transactions for a limited period of time, such as a 3.9% Introductory Interest Rate on all Cash Advances for the first 9 months.

A Promotional Interest Rate offer is an offer you may periodically make to us and that applies to our Card after our Account has been opened. For example, you could offer us a low Promotional Interest Rate applicable on certain transactions for a limited period of time, such as a 3.9% Promotional Interest Rate on Credit Card Cheques for 9 months.

If you make us a special offer, you will explain its scope and duration and any additional terms that apply to it. If we accept the special offer by using the Credit Card Cheques or otherwise taking advantage of the special offer, we will be bound by this Agreement and any additional terms you set out in the offer. When the promotion expires, the special offer terms will end and the terms and conditions of this Agreement will continue to apply, including those related to interest and payments. Our monthly statement will set out any Introductory Interest Rate(s) or Promotional Interest Rate(s) that apply to our New Balance, any remaining balances associated with those rates, and when those rates expire. If any expiry date falls on a date for which you do not process statements (for example, weekends and certain holidays), you will continue to provide us with the benefit of that Introductory Interest Rate or Promotional Interest Rate until your next statement processing day.

- 24. Problems With a Purchase:** You will not be responsible for any problem a Cardholder has with any Purchase. If the Cardholder has a problem or dispute with a merchant regarding a Purchase, we must still pay all Debt as required by this Agreement and settle the problem or dispute directly with the merchant.

You will not be responsible if a Card is not honoured by a merchant at any time and for any other problem or dispute a Cardholder may have with a merchant. As well, you reserve the right to deny authorization of any Purchase at any time.

- 25. Account Statements, Verification and Disputes:** You will send Account Statements to each Cardholder, directed to the Cardholder's address last provided to you by the Authorized Person. You will prepare our Account Statements at approximately the same time each month. If the date on which you would ordinarily prepare our Account Statements falls on a date for which you do not process statements (for example, weekends and certain holidays), you will prepare our Account Statements on your next statement processing day. Our Payment Due Date will be adjusted accordingly. We will ensure that each Cardholder promptly examines all of their Account Statements and each entry and balance recorded in





them. We will notify you in writing of any errors, omissions, or objections to an Account Statement, or an entry or balance recorded in it, within thirty (30) days from the Statement Date recorded on that Account Statement.

If we do not notify you as required, you are entitled to treat the above Account Statements, entries and balances as complete, correct and binding on us and you will be released from all claims by us in respect of those Account Statements, entries and balances.

You may use a microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish our liability for that Debt. Upon request, you will provide a microfilm, electronic or other reproduction within a reasonable time frame of any Purchase or Cash Advance draft or other document evidencing the Debt.

If the item is a legitimate charge to the Cardholder's Account and the dispute is between the Cardholder or us and the merchant, we must still pay the Debt owing to you and settle the problem or dispute directly with the merchant. If the item is not a legitimate charge, you will return the item to the merchant and credit the Cardholder's Account.

**26. Authorized Person:** Upon signing this Agreement, we may designate one or more individuals as an Authorized Person who is authorized to act on our behalf and who may assist us in the administration of this Agreement.

**27. Exchange of Information Between You and Us:** Information about a Cardholder's use of their Account and Card, and pertinent information about any reimbursement of Debt received by the Cardholder from us, Cardholder employment status and location, and any other related Cardholder tracking information may be exchanged between you and us.

**28. Electronic Communication:** We acknowledge and agree that you may provide Account Statements, this Agreement or other document relating to a Cardholder's Account electronically including over the Internet or to an email address we provide you for this purpose, with our consent. Documents sent electronically will be considered "in writing" and to have been signed and delivered by you. You may rely on and consider any electronically authenticated document received from us or which appears to have been received from us as authorized and binding on us. In order to communicate with you by electronic means, we agree to comply and require each Cardholder to comply with certain security protocols that you may establish from time to time and to take all reasonable steps to prevent unauthorized access to any Account Statement and any other documents exchanged electronically.

**29. Collection, Use and Disclosure of Information:** For purposes of this Section: (i) "Customer" means the person or entity which has signed this Agreement, its Representatives and its owners; and (ii) "Representatives" mean directors, officers, employees, signing authorities, agents, contractors, subcontractors, service providers, consultants, internal or external auditors, legal or other professional advisors.

This Section describes how you collect, use and disclose Customer information in connection with this Agreement.

## I. Collecting Information

You may collect and confirm financial and other information about Customer during the course of your relationship with Customer, including information:

- i. establishing Customer's existence, identity (for example, name, address, phone-number, date of birth, etc.) and background;
- ii. related to transactions arising from Customer's relationship with and through you, and from other financial institutions;
- iii. provided on any application for products or services;
- iv. for the provision of products or services; and
- v. about Customer's financial behaviour, including payment history and credit worthiness.

You may obtain this information from any source necessary for the provision of products or services, including from: (i) Customer; (ii) service arrangements made with or through you; (iii) credit reporting agencies; (iv) other financial institutions; (v) registries; and (vi) references provided to you.

**Customer acknowledges receipt of notice that from time to time reports about Customer may be obtained by you from credit reporting agencies.**

## II. Using Information

All information collected by and provided to you may be used and disclosed for the following purposes:

- i. to verify Customer's identity and investigate its background;
- ii. to open and operate the Accounts or provide other products and services;
- iii. to understand Customer's financial situation;
- iv. to determine, and make decisions about, the eligibility of Customer or Customer's affiliates for the products and services;
- v. to help you better understand the current and future needs of your clients;
- vi. to communicate to Customer any benefit, feature or other information about products and services;
- vii. to help you better manage your business and your relationship with Customer;
- viii. to operate the payment card network;
- ix. to maintain the accuracy and integrity of information held by a credit reporting agency; and
- x. as required or permitted by law.

For these purposes, you may (i) share the information with other persons, including your Representatives and regulators; (ii) share the information with other financial institutions and persons with whom Customer has financial or other business dealings; and (iii) give credit, financial and other related information to credit reporting agencies who may share it with other persons. In the event information is used or shared in a jurisdiction outside of Canada, the information will be subject to, and may be disclosed in accordance with, the laws of such jurisdiction. At Customer's request, you may give the information to other persons.

You may also use the information and share it with your affiliates to: (i) manage your risks and operations and those of your affiliates; (ii) comply with valid requests for information from regulators, government agencies, public bodies or other entities who have a right to issue such requests; and (iii) let your affiliates know Customer's choices



under "Other Uses" below for the sole purpose of honouring Customer's choices.

If you have Customer's social insurance number, it may be used for tax related purposes and shared with appropriate government agencies, and may also be shared with credit reporting agencies for identification purposes.

### III. Other Uses

All information collected by, and provided to you may also be used and disclosed for the following purposes:

- i. promoting products and services that may be of interest;
- ii. where not prohibited by law, referring Customer to your affiliates and for your affiliates to promote products and services that may be of interest. Customer acknowledges that as a result of such sharing, you and your affiliates may advise each other of the products or services provided; and
- iii. if Customer deals with your affiliates, you and your affiliates may, where not prohibited by law, consolidate all of the information you have with information any of your affiliates have about Customer in order to manage the business of, and relationships with, you and your affiliates.

For the purposes described in subsections (i) and (ii), you and your affiliates may communicate with Customer through various channels, including mail, telephone, computer or any other electronic channel, using the most recent contact information provided.

Customer may choose not to have this information shared or used for any of these "Other Uses" by contacting you, and Customer will not be refused credit or other services just for this reason.

### IV. Online Activity

Online activity information may also be collected in public and secure websites owned or operated by you or on behalf of you or your affiliates, or in any of your advertisements hosted on another person's websites, using cookies and other tracking technology, and used with other information about the Customer to assess the effectiveness of online promotions, to gather data about website functionality, to understand its interests and needs, to provide a customized online experience, and to communicate to the Customer information about the products or services. The Customer may choose not to have this information collected or used for the online personalization purposes described in this Section by contacting you.

### V. Contacting You

Customer may obtain access to personal information you have about any of them at any time, including to review its content and accuracy and have it amended as appropriate, except to the extent access may be restricted as permitted or required by law. To request access to personal information or to request that Customer's information not be used for "Other Uses", Customer will contact Customer's main branch or call you toll free at 1-800 ROYAL® 1-1 (1-800-769-2511). More information about your privacy policies may be obtained by asking for a copy of the "Financial fraud prevention and privacy protection" brochure, calling the toll free number above or visiting your website at [www.rbc.com/privacysecurity/ca/](http://www.rbc.com/privacysecurity/ca/).

### VI. Personal Information

The parties will treat all personal information in accordance with applicable laws. From time to time, you may request the

Customer to take steps, including the entering into of additional documents, to ensure the protection of personal information and compliance with all applicable laws. The Customer will promptly comply with these requests.

### VII. Other Persons

You are not responsible for any loss that occurs as a result of any use, including any unauthorized use, of information by any person, other than you and your Representatives to the extent agreed by you in this Agreement.

### VIII. Consents, etc.

The Customer confirms that any necessary consent, approval, or authorization of any person has been obtained for the purposes of collecting, using, and disclosing their information in accordance with this Agreement and applicable laws.

### IX. Additional Consent

The Customer's consents and agreements in this Agreement are in addition to any other consent, authorization, or preference of the Customer regarding the collection, use, disclosure, and retention of information.

### X. Your Information

The Customer will use the products and services and your confidential information only for the purposes they are provided by you, and will ensure that your confidential information is not disclosed to any person except: (i) the Customer's Representatives who need to know such confidential information in connection with the products and services, provided that such Representatives are informed of the confidential nature of such confidential information and agree to treat same in accordance with terms substantially the same as in this Agreement; (ii) to the extent legally required, provided that, if not legally prohibited, the Customer will notify you in writing prior to any such disclosure; (iii) in accordance with this Agreement; or (iv) as otherwise agreed in writing by you.

### XI. Remedies

In the event of a breach or anticipated breach by a party or its Representatives of the confidentiality obligations under this Agreement, irreparable damages may occur to the other party and the amount of potential damages may be impossible to ascertain. Therefore, a party may, in addition to pursuing any remedies provided by applicable laws, seek to obtain equitable relief, including an injunction or an order of specific performance of the other party's confidentiality obligations under this Agreement.

**30. Liability Waiver Program:** The Liability Waiver Program applies to this Agreement and is made available at no cost to us. We may request you to waive, in accordance with the Liability Waiver Program, our liability under Section 10, for certain unauthorized charges posted to a Cardholder's Account. We agree to abide by the provisions of the Liability Waiver Program as in effect from time to time.

**31. Counterparts:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original, and those counterparts together will constitute one and the same agreement.

**32. Governing Law:** This Agreement shall be governed by the laws of our jurisdiction (or the laws of Ontario if we reside outside Canada) and the applicable laws of Canada.

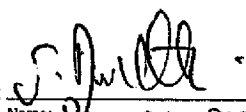


33. Complete Agreement, etc.: This Agreement constitutes the complete agreement between you and us with respect to the subject matter hereof. No failure on your part to exercise, and no delay by you in exercising, any right under this Agreement will operate as a waiver thereof; nor will any single or partial exercise by you of any right under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, by you under this Agreement.

Signed as of the 12 day of 06, 2019  
Month Year

AISHKA EXPRESS 2016 INC.

Customer Legal Name

Per:  \*  
Name: PAVANATHAN - Jeyabalan  
Title: President

Per: \_\_\_\_\_ \*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_ \*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_ \*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(\*I /WE have authority to bind the Corporation.)



## DISCLOSURE STATEMENT

E-FORM 80450 (03/2019)

1. **General:** This Disclosure Statement applies to the Account and each Card you have issued on the Account.

2. **Interest Rates:** The Interest Rates are set out on each Account Statement. They are expressed as annual percentage rates.

3. **Annual Fee\*\*:**

**Visa® Business:** \$12.00 for each Visa Business Card.

**Visa Business Gold:** \$40.00 for each Visa Business Gold Card.

**Avion Visa Business:** \$120.00 for the first Avion Visa Business Card opened and \$50.00 for each supplementary Avion Visa Business card opened by you.

**Avion Visa Infinite Business†:** \$ 175.00 for the first Avion Visa Infinite Business card opened and \$75.00 for each supplementary Avion Visa Infinite Business card opened by you.

4. **Other Fees:** The following schedule of fees applies to the Account:

**A. Cash Advance Fee:** When we obtain the following types of Cash Advances at our standard Interest Rate (Cash Advances including Credit Card Cheques) or at an Introductory Interest Rate, a \$3.50 fee for each transaction will be charged to our Account, unless otherwise stated:

(i) cash withdrawals from our Account at one of your branches or ATMs, or at any other financial institution's ATM, in Canada;

(ii) bill payments from our Account (that are not pre-authorized charges that we set up with a merchant) or when we transfer funds from our Account to another RBC Royal Bank bank account at one of your branches or ATMs, or through your online banking or telephone banking service;

(iii) when we make Cash-Like transactions, in Canada.

If the cash withdrawal or Cash-Like transaction occurs outside Canada, a \$5.00 fee will be charged to our Account each time.

Fees are charged within 3 business days from when the transaction is posted.

There is no fee if we are using a Credit Card Cheque at our standard Interest Rate (Cash Advances including Credit Card Cheques) or Introductory Interest Rate.

**B. Promotional Rate Fee:** When we take advantage of a Promotional Interest Rate offer during the promotional period by writing a Credit Card Cheque or making a balance transfer through your online banking service or by calling your Cards Customer Service at 1-800 ROYAL® 1-2 (1-800-769-2512), a fee representing up to 3% of the Credit Card Cheque or balance transfer amount will be charged to our Account. The exact Promotional Rate Fee will be disclosed at the time the offer is made to us. Fees are charged within 3 business days from when the transaction is posted.

**C. Dishonoured Payment Fee:** If a payment is not processed because a financial institution returns a cheque or refuses a pre-authorized debit, a \$45.00 fee will be charged to the Account on the date the payment reversal is posted. This fee is in addition to any fee charged for insufficient funds in the bank account.

**D. Statement Update Fee:** No charge for a copy of Account Statement for a current statement period; \$5.00 for a copy of Account Statement for any other statement period. A \$1.50 fee will be charged for each Account Statement update obtained from one of your branches in Canada or at a banking machine that provides Account Statement updates.

**E. Sales/Cash Advance Draft Copy Fee:** No charge for a copy of a sales or Cash Advance draft referred to in the Account Statement for the current statement period; \$2.00 for each copy of a sales or Cash Advance draft referred to in the Account Statement for any other statement period. (No charge for any draft copy to which an Account posting error applies.)

**F. Overlimit Fee:** If the Debt exceeds the Credit Limit at any time during the period covered by an Account Statement, a \$29.00 fee will be charged to the Account on the day the Debt exceeds the Credit Limit and on the first day of each subsequent Account Statement period if the Debt remains over the limit. A maximum of one Overlimit Fee per Account Statement period is charged.

**5. Foreign Currency Conversion:** The exchange rate shown on our Statement, to six decimal places, is calculated by dividing the converted Canadian dollar (CAD) amount, rounded to the nearest cent, by the transaction currency amount. It may differ from the original benchmark rate because of this rounding. The CAD amount charged to our account is 2.5% over the benchmark rate. Some foreign currency transactions are converted directly to CAD, while others may be converted first to U.S. dollars, then to CAD. In either case, the benchmark rate will be the actual exchange rate applied at the time of the conversion, and is generally set daily. The original benchmark rate at the time a transaction was converted may be obtained at [usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html](http://usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html). If we are paying interest on our Account, interest will also be charged on the full value of our foreign purchases, as determined by your exchange rate. For more information, please call toll-free at 1-800 ROYAL® 1-2 (1-800-769-2512).

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† All other trademarks are the property of their respective owner(s). VPS101349







# Master Client Agreement For Business Clients Commercial Card Program Service Materials



Business Legal Name AISHKA EXPRESS 2016 INC.	RBC Client Number 336752027
Trade/Operating Name AISHKA EXPRESS 2016 INC.	Credit Limit \$100,000.00

These Service Materials for the RBC Royal Bank® Commercial Card Program (“**Commercial Card Program Service Materials**”) form part of the Master Client Agreement for Business Clients (“**Agreement**”) between Royal Bank and the Customer and are supplementary to the Legal Terms and Conditions of the Agreement (“**Legal Terms and Conditions**”). These Commercial Card Program Service Materials apply to Commercial Card Products only, not to Business Card Products, except for the purpose of defining Card Facility Credit Limit, Temporary Credit Limit Amount and Total Credit Limit.

If there is any inconsistency between these Commercial Card Program Service Materials and the Legal Terms and Conditions, these Commercial Card Program Service Materials prevail to the extent of any inconsistency.

These Commercial Card Program Service Materials replace all previous Service Materials pertaining to the RBC Royal Bank® Commercial Card Program.

## 1. Definitions and Interpretation

All capitalized terms not defined herein have the meaning given in “Part C – Glossary” of the Legal Terms and Conditions, and the rules of interpretation prescribed by the Legal Terms and Conditions also apply.

In addition, for the purposes of the Services provided through the Commercial Card Program, the following defined terms will be used:

“**Account**” means the Customer Account, the Cardholder Account, the VPA Account or the Finance Office Account, as the case may be, to which Debt is charged.

“**Account Credit Limit**” means the Customer Account Credit Limit, the Cardholder Account Credit Limit, the VPA Account Credit Limit or the Finance Office Account Credit Limit, as the case may be.

“**Account Statement**” means an Account’s monthly Billing Statement or Memo Statement, as the case may be, made available to the Relevant Party by Royal Bank in electronic format through RBC NextLogic®, in paper format, or in any other alternative formats for accessibility purposes.

“**Agreement**” has the meaning given in the Legal Terms and Conditions and, for greater certainty, includes these Commercial Card Program Service Materials, any Documents in relation to RBC NextLogic or the RBC NextLogic Services and the Liability Waiver Program Description that is provided to the Customer at the opening of Cardholder Accounts.

“**Authorized Person**” means a Person, identified as a Signing Authority on

the Signature Card, having the power and authority to sign these Commercial Card Program Service Materials on behalf of the Customer and legally bind the Customer.

“**Billing Statement**” means the monthly Account Statement, made available to the Relevant Party by Royal Bank, displaying relevant Account information, including each transaction, interest and Fees posted to one or more Cardholder Account(s) or VPA Account(s) during the Account Statement period, as well as payment information such as the Minimum Payment and the Payment Due Date.

“**Business Card Product**” means a Royal Bank business card product, including the RBC® Avion® Visa Infinite Business®, RBC Avion Visa® Business, RBC Visa Business, RBC Visa Business Gold, RBC Visa CreditLine for Small Business or RBC Business Cash Back Mastercard® card product. Royal Bank may change this list at any time.

“**Card**” means any Physical Card and/or Virtual Card Number.

“**Card Facility Credit Limit**” means the amount of credit that Royal Bank grants to the Customer at the time the Commercial Card Program is established, and which represents the maximum aggregated amount of Debt that can remain outstanding and unpaid on all Business Card Product and Commercial Card Product accounts, collectively, belonging to the Customer. The Card Facility Credit Limit amount is disclosed in the box on the last page of these Commercial Card Program Service Materials. In certain circumstances, a Temporary Credit Limit Amount may be granted to the Customer in addition to the Card Facility Credit Limit.

“**Cardholder**” means an employee of the Customer to whom a Physical Card is issued at the request of the Customer, whose name is embossed on the Physical Card, and who has been authorized by the Customer to make Purchases and/or incur other charges with the Physical Card or the associated Physical Card Information on behalf of the Customer, in accordance with the Customer’s internal policies and the terms of these Commercial Card Program Service Materials.

“**Cardholder Account**” means an account established by the Customer under a Customer Account, in the name of a Cardholder and in conjunction with the issuance of a Physical Card, to which Debt may be charged. Only one (1) Physical Card can be issued on any Cardholder Account.

“**Cardholder Account Credit Limit**” means the maximum amount of Debt that can remain outstanding and unpaid on a Cardholder Account.

“**Cardholder Agreement**” means the Document provided to each Cardholder by Royal Bank at Card issuance, outlining the terms and



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conditions for the use of the Card by the Cardholder.

**"Cash Advance"** means a type of transaction, including a cash withdrawal or a Quasi-Cash Transaction, charged to a Cardholder Account using a Physical Card.

**"Cash Advance Interest Rate"** means the annual interest rate applicable to Cash Advances. The Cash Advance Interest Rate is indicated on each Billing Statement.

**"Commercial Card Product"** means a Royal Bank commercial card product, including the RBC Commercial Avion Visa (**"Commercial Avion"**), RBC Commercial Cash Back Visa (**"Commercial Cash Back"**), RBC Commercial U.S. Dollar Visa (**"Commercial U.S. Dollar"**) or RBC Commercial Visa (**"Commercial Visa"**) card product. Royal Bank may change this list at any time. For greater certainty, Commercial Card Products are available as Physical Cards and/or as Virtual Card Numbers generated from a VPA Account.

**"Commercial Card Program"** means the program established in accordance with these Commercial Card Program Service Materials, pursuant to which Royal Bank will issue a Physical Card to Employees of the Customer, enable VPA Users to generate Virtual Card Numbers to pay Suppliers and provide the Customer, Cardholders and Users with access to RBC NextLogic.

**"Customer"** means the legal entity identified in the "Authorization and Execution" section of these Commercial Card Program Service Materials as the Customer.

**"Customer Account"** means an account established by Royal Bank in the name of the Customer, tied to a 16-digit number, under which one or more Cardholder Account(s) and/or VPA Account(s) can be established by the Customer, and to which Debt may be charged. All Cardholder Accounts and Physical Cards issued to Cardholders under any Customer Account, and all VPA Accounts, form part of that Customer Account. A separate Customer Account is opened for each Commercial Card Product, and the Customer can have more than one Customer Account.

**"Customer Account Credit Limit"** means the maximum amount of Debt that can remain outstanding and unpaid on a Customer Account.

**"Debt"** means, on any day, the total amount owing to Royal Bank with respect to an Account under these Commercial Card Program Service Materials. The Debt is made up of all amounts charged to the Account, including Purchases, Cash Advances, interest and Fees.

**"Document"** has the meaning given in the Legal Terms and Conditions.

**"Electronic Channel"** has the meaning given in the Legal Terms and Conditions and, for greater certainty, includes RBC NextLogic.

**"Eligible Purpose"** means a purpose that is authorized by the Customer for the use of the Cards and Accounts.

**"Employee of the Customer"** means a physical person who is hired by the Customer to perform work for the Customer in return for payment, in accordance with the Customer's internal policies.

**"Fee"** means a fee that applies to an Account, as set out in these Commercial Card Program Service Materials, Cardholder Agreement and in any other Document that Royal Bank may send to the Relevant Party from time to time.

**"Finance Office"** means, where established by the Customer, one or more department(s) within the Customer where the consolidated Billing Statements for certain Cardholder Accounts and/or VPA Accounts may be sent for billing and payment purposes.

**"Finance Office Account"** means an account established by the

Customer in the name of a Finance Office that is tied to a 16-digit number, established at a level between the Customer Account and a Cardholder Account and/or a VPA Account, and to which Debt may be charged. All Finance Office Accounts form part of that Customer Account, and the Customer can have more than one Finance Office Account.

**"Finance Office Account Credit Limit"** means the maximum amount of Debt that can remain outstanding and unpaid on a Finance Office Account.

**"Grace Period"** means the number of days between the last Statement Date and the Payment Due Date for an Account.

**"Interest Rate"** means either the Cash Advance Interest Rate or the Purchase Interest Rate, and Interest Rates means both the Cash Advance Interest Rate and the Purchase Interest Rate.

**"Lead Program Administrator"** means an Employee of the Customer who is designated by the Customer to manage the Commercial Card Program on behalf of the Customer, and whose responsibilities are described in the "Roles, Obligations and Responsibilities of the Lead Program Administrator(s)" sub-section of these Commercial Card Program Service Materials. If the Customer has a VPA Account, at least one (1) Lead Program Administrator must also be designated as the VPA Administrator.

**"Liability Waiver Program"** means the RBC Royal Bank Liability Waiver Program made available to the Customer for Physical Cards and Cardholder Accounts under the Commercial Card Program.

**"Losses"** has the meaning given in the Legal Terms and Conditions.

**"Memo Statement"** means the monthly Account Statement made available to the Relevant Party by Royal Bank, in a memo format, displaying relevant Account information, including each transaction, interest and Fees posted to one or more Cardholder Account(s) and/or VPA Account(s) during the Account Statement period. For greater certainty, no payment information such as the Minimum Payment or the Payment Due Date appears on a Memo Statement.

**"Merchant Category Code"** means the code established by a payment network that identifies and classifies goods or services offered by a merchant.

**"Merchant Category Code Group"** means one or more Merchant Category Code(s) grouped together by Royal Bank.

**"Minimum Payment"** means the amount, indicated as such on each Billing Statement, that the Customer has to pay each month in order for the Account to remain in good standing.

**"New Balance"** means the amount, indicated as such on each Billing Statement, that is made up of all Debt incurred on the Account up to the Statement Date.

**"Payment Due Date"** means the date indicated as such on each Billing Statement.

**"Person"** has the meaning given in the Legal Terms and Conditions.

**"Personal Authentication Information"** means a PIN or any other password or information that Cardholders create or adopt to be used to authenticate their identity in relation to their Cardholder Account and Card. Other examples of Personal Authentication Information may include token, access code and identification number that may be used or required for Internet or other transactions.

**"Physical Card"** means any physical (i.e. plastic) credit card issued to a Cardholder under the Commercial Card Program and the associated



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Physical Card Information.

**"Physical Card Information"** means information about a Physical Card including the Physical Card number, the three-digit security code in the back of the Physical Card and the expiry date.

**"PIN"** means the four-digit personal identification number used by a Cardholder to perform certain transactions with a Physical Card, including Purchases at points of sale and cash withdrawals at ATMs.

**"Program Administrator"** means the Lead Program Administrator(s) and any Secondary Program Administrator(s) designated by the Customer to manage the Commercial Card Program on behalf of the Customer.

**"Purchase"** means a purchase of goods or services (or both) that is charged to a Cardholder Account with a Physical Card, or to a VPA Account with a Virtual Card Number.

**"Purchase Interest Rate"** means the annual interest rate applicable to Purchases. The Purchase Interest Rate is indicated on each Billing Statement.

**"Quasi-Cash Transaction"** means a transaction that is similar or easily converted to cash and that Royal Bank treats as a Cash Advance, including money orders, wire transfers, travellers' cheques and gaming transactions (including betting, off-track betting, race track wagers and casino gaming chips).

**"RBC Express®"** means an Internet-based transaction and information service offered by Royal Bank, designed specifically to meet the cash management needs of business clients.

**"RBC NextLogic"** means the online tool provided by Visa (also referred to as "Visa Spend Clarity for Enterprise" and/or "Visa Payables Automation (VPA)") which enables the Customer to self-manage its Commercial Card Program and allows Cardholders and Users to access information on the Account, including consulting and searching their transactions, and retrieving the Account Statements.

**"RBC NextLogic Services"** means the data services that provide Account and transaction information to Customers for better expense management related to the Commercial Card Program, including Cardholder Account and VPA Account transaction data and enhanced data (i.e. data that provides more descriptive transaction information), reports, analysis and other services available to the Customer under RBC NextLogic from time to time. The RBC NextLogic Services also encompass Visa Payables Automation.

**"Relevant Party"** means the Customer, a Cardholder, a VPA Account Holder, a VPA User or a Finance Office, as the case may be.

**"Royal Bank"** means Royal Bank of Canada.

**"Secondary Program Administrator"** means an Employee of the Customer who is designated as such by the Customer or a Lead Program Administrator to assist the Lead Program Administrator(s) in managing the Commercial Card Program, and whose responsibilities are described in the "Roles, Obligations and Responsibilities of the Secondary Program Administrator(s)" sub-section of these Commercial Card Program Service Materials.

**"Security Device"** has the meaning given in the Legal Terms and Conditions and includes the Personal Authentication Information.

**"Security Questions and Answers"** means the security questions and answers that VPA Users select for Suppliers to access and obtain Virtual Card Numbers.

**"Service"** has the meaning given in the Legal Terms and Conditions and includes the Commercial Card Products, the Accounts, the Cards, RBC

NextLogic and the RBC NextLogic Services.

**"Signature Card"** means the "Master Client Agreement for Business Clients – Signature Card" on which Signing Authorities, including Lead Program Administrator(s), are identified.

**"Signing Authority"** means each Authorized Person identified as such on the Signature Card.

**"Statement Date"** means the date on which the Account Statement is prepared.

**"Supplier"** means a Person that provides goods or services to the Customer.

**"Temporary Credit Limit Amount"** means the amount of credit that Royal Bank may grant to the Customer at the time the Commercial Card Program is established, for a limited period of time and in addition to the Card Facility Credit Limit, in order to facilitate the transition of the Customer's Business Card Product accounts to Commercial Card Product accounts, provided the Customer meets certain conditions established by Royal Bank. When applicable, the Temporary Credit Limit Amount is disclosed in the box on the last page of these Commercial Card Program Service Materials.

**"Terms of Use"** means the terms of use, established by Visa, that each User will be asked to read and agree with upon first log-in to RBC NextLogic or upon first use of the applicable RBC NextLogic Services, and from time to time thereafter when prompted by Visa.

**"Total Credit Limit"** means the sum of the Card Facility Credit Limit and the Temporary Credit Limit Amount, when applicable.

**"Unauthorized Charge"** has the meaning given under the Liability Waiver Program Description.

**"User"** means each authorized user of RBC NextLogic and/or the RBC NextLogic Services, and includes a VPA User.

**"Virtual Card Number"** means a tokenized virtual credit card number that is generated by a VPA User from a specific VPA Account to pay a Supplier after a VPA User approves the Supplier payment details entered into Visa Payables Automation. Multiple Virtual Card Numbers can be generated from the same VPA Account.

**"Visa"** means Visa Canada Corporation, Visa Inc., Visa International Service Association, Visa Worldwide Pte Limited, and Visa U.S.A. Inc. including their subsidiaries and/or their affiliated entities.

**"Visa Payables Automation" or "VPA"** means a module within RBC NextLogic where VPA Users can generate Virtual Card Numbers to pay Suppliers.

**"VPA Account"** means an account established by the Customer under a Customer Account, tied to a 16-digit number, that enables VPA Users to generate Virtual Card Numbers and to which Debt may be charged. There could be multiple VPA Accounts under the same Customer Account.

**"VPA Account Credit Limit"** means the maximum amount of Debt that can remain outstanding and unpaid on a VPA Account.

**"VPA Account Holder"** means an Authorized Person in whose name the VPA Account is established.

**"VPA Administrator"** means a Lead Program Administrator who is designated to assist with the management of VPA Account(s) and the generation of Virtual Card Numbers, and whose responsibilities are described in the "Roles, Obligations and Responsibilities of the VPA Administrator(s)" sub-section of these Commercial Card Program Service Materials.



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**"VPA Secondary Administrator"** means an Employee of the Customer who is designated by the VPA Administrator or the Customer to assist with the management of VPA Account(s) and the generation of Virtual Card Numbers, and whose responsibilities are described in the "Roles, Obligations and Responsibilities of the VPA Secondary Administrator(s)" sub-section of these Commercial Card Program Service Materials.

**"VPA User"** means the VPA Administrator(s) and any VPA Secondary Administrator(s) who have been authorized by the Customer to make Purchases by generating Virtual Card Numbers on behalf of the Customer, in accordance with the Customer's internal policies and the terms of these Commercial Card Program Service Materials.

## 2. Establishment of the Commercial Card Program

At the request of the Customer and subject to the approval of Royal Bank, the Customer and Royal Bank will establish the Commercial Card Program in accordance with such documentation as may be specified by Royal Bank. The Customer will provide Royal Bank with any credit and financial information about the Customer, including financial statements, which Royal Bank may request from time to time in order to establish and maintain the Commercial Card Program.

Once the Commercial Card Program is established (a) the Customer will create Cardholder Accounts through RBC NextLogic and Royal Bank will issue Physical Cards to Employees of the Customer designated by the Customer; and/or (b) Royal Bank will create VPA Account(s) through RBC NextLogic, which will enable VPA Users to generate Virtual Card Numbers to pay Suppliers. Physical Cards can only be issued to Employees of the Customer. Virtual Card Numbers can only be generated by VPA Users.

Upon commencement of the Commercial Card Program, the Customer may be required to provide Royal Bank with the number of a business account at Royal Bank from which certain costs under these Commercial Card Program Service Materials may be debited.

## 3. Express Consent

These Commercial Card Program Service Materials apply to each Customer Account and to each Account under such Customer Account.

They also apply (a) when Royal Bank sends a reissued or replacement Physical Card to any Cardholder, including when a Physical Card expires, (b) each time a Virtual Card Number is generated from a VPA Account, (c) if the Customer changes its Commercial Card Product for a different type of Commercial Card Product, or (d) if the Customer adds a new Commercial Card Product to its existing Commercial Card Product(s).

If the Customer has a Commercial Card Product that is discontinued or is no longer offered by Royal Bank for any reason, the Customer agrees that Royal Bank may change the Customer's Commercial Card Product for another type of Commercial Card Product, which will continue to be governed by the terms set out in these Commercial Card Program Service Materials, send replacement Physical Cards to all Cardholders and set-up new VPA Accounts.

For greater certainty, should any of these events occur, the Customer will not have to re-sign these Commercial Card Program Service Materials.

By signing these Commercial Card Program Service Materials, the Customer confirms that the Customer (a) has read these Commercial Card Program Service Materials, (b) agrees to and accept all of their terms, (c) consents to being provided with the Account(s) and the Card(s), and (d) is requesting the benefits and services that are automatically provided with the Commercial Card Product(s), effective as of the date that the Customer signs these Commercial Card Program Service Materials.

**It is the Customer's responsibility to ensure that each Authorized**

**Person receives a copy of these Commercial Card Program Service Materials and any replacements of, or amendments to, the Commercial Card Program Service Materials, as well as any notices that affect the use of the Cards or the Account(s). The Customer is also responsible for ensuring that all Cardholders comply with the Cardholder Agreement.**

## 4. General Terms

Different types of Commercial Card Products come with different benefits and services. Some of these benefits and services are provided by third parties. These third parties, and not Royal Bank, are responsible to the Relevant Party for the benefits and services offered or provided by them.

Optional features may be available at an additional cost to the Customer. If the Customer requests any of these optional features, Royal Bank may send the Customer a separate Document outlining any additional terms and conditions for the optional feature(s).

Upon the issuance of a Physical Card, Royal Bank will provide the Cardholder with a Cardholder Agreement outlining the terms and conditions for the use of the Physical Card by the Cardholder, as well as the certificates of insurance applicable to the Commercial Card Product.

Upon the opening of a VPA Account, Royal Bank will provide the VPA Account Holder and VPA Administrator with the certificates of insurance applicable to the Commercial Card Product.

Physical Cards remain the property of Royal Bank and must be returned to Royal Bank upon request.

## 5. Roles, Obligations and Responsibilities

### 5.1. Of the Customer

As part of the Commercial Card Program, the Customer's obligations and responsibilities include:

- establishing strategies, goals, policies and procedures for the Commercial Card Program;
- creating and implementing a policy and controls concerning the use of Accounts and Cards, including limiting their use to Eligible Purposes;
- establishing controls to enforce the Customer's rules and policies and inform Cardholders and VPA Users of such controls;
- designating one or more Lead Program Administrator(s), in accordance with policies established by Royal Bank from time to time, whose responsibilities are described in the "Roles, Obligations and Responsibilities of the Lead Program Administrator(s)" sub-section of these Commercial Card Program Service Materials;
- if applicable, designating one or more Secondary Program Administrator(s), in accordance with policies established by Royal Bank from time to time, whose responsibilities are described in the "Roles, Obligations and Responsibilities of the Secondary Program Administrator(s)" sub-section of these Commercial Card Program Service Materials;
- if VPA is enabled, designating one or more of the Lead Program Administrator(s) to also be the VPA Administrator(s), in accordance with policies established by Royal Bank from time to time, whose responsibilities are described in the "Roles, Obligations and Responsibilities of the VPA Administrator(s)" sub-section of these Commercial Card Program Service Materials;
- if VPA is enabled and if applicable, designating one or more VPA Secondary Administrator(s), in accordance with policies established by Royal Bank from time to time, whose responsibilities are described in the "Roles, Obligations and Responsibilities of the VPA Secondary Administrator(s)" sub-section of these Commercial Card Program Service Materials;
- authorizing Royal Bank to rely on all instructions, directions,



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authorizations and other communications Royal Bank receives from the Authorized Persons, Program Administrators, VPA Users and Users in connection with the Commercial Card Program, whether communicated verbally, through an Electronic Channel or in writing, and remaining liable for all such instructions, directions, authorizations and other communications;

- i. remaining liable for all Debt under the Card Facility Credit Limit, or the Total Credit Limit when applicable, except as otherwise specifically set out in these Commercial Card Program Service Materials;
- j. ensuring payments are made on time on Accounts, in accordance with these Commercial Card Program Service Materials;
- k. auditing its expense management program and procedures for generating Virtual Card Numbers to ensure compliance with the policies and procedures implemented by the Customer in connection with the Commercial Card Program, and ensuring that any audit program includes a process by which the Customer can monitor the instructions provided by the Authorized Person, Program Administrators, VPA Users and Users to Royal Bank; and
- l. making changes to, or terminating, the Commercial Card Program.

## 5.2. Of the Lead Program Administrator(s)

As part of the Commercial Card Program, the Customer will designate one or more Lead Program Administrator(s). A Lead Program Administrator's responsibilities include:

- a. managing the Commercial Card Program on the Customer's behalf, including helping with the initial onboarding and set-up process for Physical Cards, as well as performing day-to-day and maintenance activities;
- b. acting as the primary contact for Cardholders and Users;
- c. acting as the main administrator in RBC NextLogic, including setting up new Users as well as maintaining User information and keeping it up-to-date;
- d. being responsible for User training in RBC NextLogic;
- e. authorizing Royal Bank to process Cardholder Account requests and issue Physical Cards;
- f. performing various changes to Cardholder Accounts through RBC NextLogic, including changing Cardholder profiles and Cardholder Account Credit Limits;
- g. maintaining Cardholder files;
- h. if applicable, designating one or more Employee(s) of the Customer to be a Secondary Program Administrator, whose responsibilities are described in the "Roles, Obligations and Responsibilities of the Secondary Program Administrator" sub-section of these Commercial Card Program Service Materials;
- i. informing Royal Bank if it becomes aware of a lost, stolen or intercepted Physical Card;
- j. reporting immediately to Royal Bank any fraudulent transaction or suspected fraudulent transaction on an Account or in RBC NextLogic, any unauthorized access or suspected unauthorized access to RBC NextLogic, any unauthorized use or suspected unauthorized use of a User's Security Device, or any other breach of security in connection with an Account, RBC NextLogic or any of the RBC NextLogic Services;
- k. contacting Royal Bank immediately and following the instructions provided by Royal Bank if an Unauthorized Charge is posted to a Cardholder Account by a Cardholder;
- l. revoking the use of the Physical Card and access to RBC NextLogic when a Cardholder's employment has been terminated or a Cardholder otherwise ceases to be a Cardholder;
- m. tracking and reporting on the Commercial Card Program;
- n. managing Finance Offices;
- o. ensuring that no offensive language or words are permitted to be used or embossed on Physical Cards;
- p. approving the Billing Statements and making payments on behalf of the Customer, as described in the "Responsibility For Making Payments" sub-section of these Commercial Card Program Service

Materials; and

- q. arranging for pre-authorized debits on behalf of the Customer, in order for Royal Bank to automatically process payments on the Payment Due Date each month, as described in the "Making Payments" sub-section of these Commercial Card Program Service Materials.

A Lead Program Administrator must be formally identified as a Signing Authority on the Signature Card in order to receive servicing directly from Royal Bank.

## 5.3. Of the Secondary Program Administrator(s)

As part of the Commercial Card Program, the Customer or a Lead Program Administrator may decide to designate one or more Secondary Program Administrator(s). The responsibilities of the Secondary Program Administrator(s) may vary and depend on the permissions set by the Customer or a Lead Program Administrator, but their primary responsibility is to provide support to the Lead Program Administrator(s) in managing the Commercial Card Program.

Secondary Program Administrator(s) can only receive servicing on RBC NextLogic's navigation and technical support, but cannot make Account changes.

In the event that no Secondary Program Administrator is designated, the Lead Program Administrator(s) is/are responsible for managing the Commercial Card Program alone.

## 5.4. Of the VPA Administrator(s)

If the Customer has a VPA Account, the Customer will designate one or more of the Lead Program Administrator(s) to also be the VPA Administrator(s). A VPA Administrator's responsibilities include:

- a. managing the usage of Visa Payables Automation on the Customer's behalf, including helping with the initial onboarding and set-up process into VPA, as well as performing day-to-day and VPA activities;
- b. acting as the primary contact for VPA Users;
- c. acting as the main administrator for Visa Payables Automation, including setting up new VPA Users as well as maintaining VPA User and VPA Account Holder information and keeping it up-to-date;
- d. providing all VPA Users with a copy of the certificates of insurance applicable to the Commercial Card Product, including any subsequent updates to such documentation, that the VPA Administrator receives from Royal Bank;
- e. being responsible for VPA User training in the Visa Payables Automation module within RBC NextLogic;
- f. authorizing Royal Bank to process VPA Account requests;
- g. if applicable, designating one or more Employee(s) of the Customer to be a VPA Secondary Administrator(s), whose responsibilities are described in the "Roles, Obligations and Responsibilities of the VPA Secondary Administrator" sub-section of these Commercial Card Program Service Materials;
- h. informing Royal Bank if it becomes aware of a stolen or intercepted Virtual Card Number;
- i. reporting immediately to Royal Bank any fraudulent transaction or suspected fraudulent transaction on a VPA Account or in Visa Payables Automation, any unauthorized access or suspected unauthorized access to Visa Payables Automation, any unauthorized use or suspected unauthorized use of a VPA User's Security Device, the Security Questions and Answers or any other breach of security in connection with a VPA Account, Visa Payables Automation, RBC NextLogic, or any of the RBC NextLogic Services;
- j. revoking access to Visa Payables Automation, use of the VPA Account(s) and generation of Virtual Card Numbers when a VPA User's or VPA Account Holder's employment has been terminated or an Employee of the Customer otherwise ceases to be a VPA User or



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- VPA Account Holder;
- k. ensuring that no offensive language or words are permitted to be used in association with the issuance of a Virtual Card Number; and
- l. approving the Billing Statements and making payments on behalf of the Customer, as described in the "Responsibility For Making Payments" sub-section of these Commercial Card Program Service Materials.

A VPA Administrator must be formally identified as a Lead Program Administrator and Signing Authority on the Signature Card in order to receive servicing directly from Royal Bank.

## 5.5. Of the VPA Secondary Administrator(s)

If applicable, as part of the Commercial Card Program, the VPA Administrator(s) may decide to designate one or more VPA Secondary Administrator(s). The responsibilities of the VPA Secondary Administrator(s) may vary and depend on the permissions set by the Customer or a VPA Administrator, but their primary responsibility is to provide support to the VPA Administrator(s) in managing the usage of Visa Payables Automation.

VPA Secondary Administrator(s) can only receive servicing on Visa Payables Automation navigation and technical support, and cannot make VPA Account changes. In the event that no VPA Secondary Administrator is designated, the VPA Administrator(s) is/are responsible for managing the Visa Payables Automation alone.

## 6. RBC NextLogic

As part of the Commercial Card Program, Royal Bank offers the Customer, Cardholders and Users access to RBC NextLogic and the RBC NextLogic Services, on the following terms and conditions.

### 6.1. Customer's Acknowledgement

The Customer acknowledges that:

- a. RBC NextLogic and the RBC NextLogic Services are provided by Visa and the Terms of Use have been established solely by Visa, not Royal Bank;
- b. information collected by Visa in connection with the use of RBC NextLogic and the RBC NextLogic Services will be used in accordance with Visa's privacy policy, accessible from the Terms of Use;
- c. the terms "Services", "Visa Online" and "Visa Commercial Services" used in the Terms of Use have the same meaning as RBC NextLogic and RBC NextLogic Services;
- d. all information and data contained in RBC NextLogic remain the property of Royal Bank;
- e. Royal Bank is not in any way responsible for the availability of such RBC NextLogic Services at any time or their accuracy thereof;
- f. Royal Bank is not in any way responsible for the reliability or accuracy of any tax management tools available through RBC NextLogic and expressly disclaims all warranties in connection with any tax calculation, estimation or information provided by such tax management tools. Royal Bank does not provide tax, legal or accounting advice and the Customer should consult its own professional advisors before acting or relying on any tax-related information displayed in RBC NextLogic for tax reporting purposes;
- g. Royal Bank specifically disclaims any implied warranty of merchantability or fitness for a particular purpose of the RBC NextLogic Services;
- h. Royal Bank and Visa have entered into an agreement that allows Users who are also users of RBC Express to access RBC NextLogic directly from RBC Express, using limited information from the User and relying mostly on the credentials provided by Royal Bank to access RBC Express ("Single Sign-On"), as opposed to requiring such Users to re-enter the separate credentials provided by Visa to access

RBC NextLogic, provided such Users have successfully logged in to RBC NextLogic separately at least once; and

- i. Royal Bank is not responsible for any data integration (including accuracy of data, security of data and connecting different providers) between Visa and a third party software provider or any other endpoint (including the Customer), where applicable.

### 6.2. Customer's Obligations

The Customer will:

- a. create and implement a policy and controls concerning the use of RBC NextLogic by the Users in order to:
  - iii. ensure each User is properly authorized to use RBC NextLogic and the applicable RBC NextLogic Services on its behalf, and that each User complies with the Commercial Card Program Service Materials and the Terms of Use;
  - ii. ensure all Users maintain the confidentiality of all Security Devices and RBC NextLogic credentials, including their passwords, User names and other identification, such as their Single Sign-On credentials and Security Questions and Answers, if applicable;
  - iv. establish a methodology for adding or cancelling Users; and ensure that all Users are familiar with the processes, required file formats and procedures for RBC NextLogic and the RBC NextLogic Services, all as outlined in the applicable RBC NextLogic implementation guides and documentation provided to the Customer;
- b. remain responsible for maintaining the confidentiality of all Security Devices and RBC NextLogic credentials, including passwords, User names and other identification, such as Single Sign-On credentials and Security Questions and Answers, if applicable;
- c. remain responsible for all activities that occur through the use of RBC NextLogic and the RBC NextLogic Services, whether accessed through Single Sign-On or not, including fraud, malfeasance, unauthorized transactions, and any actions or omissions of the Customer, the Users, or any other Person;
- d. remain liable, as well as indemnify and hold harmless Royal Bank from and against all Losses, including any losses, claims, damages of any kind (including direct, indirect, special, incidental, consequential or punitive), costs, fees, charges, expenses or other liabilities relating to the use of RBC NextLogic or the RBC NextLogic Services by the Customer, the Users or any other Person, whether accessed through Single Sign-On or not, and for all activities performed by each such Person in RBC NextLogic;
- e. pay such fees and charges as may be required to use RBC NextLogic, including any implementation fees, training fees and additional work fees;
- f. select French or English as the language of choice to be used by Users when accessing RBC NextLogic and be responsible for complying with any applicable language laws;
- g. be responsible for loading certain organizational and other Customer-specific data into RBC NextLogic and, if applicable, loading Supplier information and Supplier payment details into Visa Payables Automation, in a file format specified by the Terms of Use; and
- h. use the RBC NextLogic Services solely for its own use and not disclose information derived from the RBC NextLogic Services.

### 6.3. User's Obligations

Royal Bank, at the request of the Customer, will arrange for the Lead Program Administrator(s) to become a User of RBC NextLogic and the RBC NextLogic Services.

A Lead Program Administrator will arrange for the Secondary Program Administrator(s), if any, as well as Cardholders and any other Person to become a User of RBC NextLogic and have access to the applicable RBC NextLogic Services.



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A VPA Administrator will arrange for the VPA Secondary Administrator(s), if any, to become a VPA User of the Visa Payables Automation module within RBC NextLogic and have access to Visa Payables Automation.

Upon first log-in to RBC NextLogic, upon first use of applicable RBC NextLogic Services and from time to time thereafter when prompted by Visa, each User will be asked to read the Terms of Use and agree with them. A User who does not agree with such Terms of Use will not be able to access RBC NextLogic and use the RBC NextLogic Services.

In addition, each User:

- a. is responsible for complying with the Terms of Use, and Royal Bank, the Customer or Visa may immediately revoke the access to RBC NextLogic of any User who does not comply with such Terms of Use;
- b. must be familiar and comply with the processes, required file formats and procedures for RBC NextLogic and the RBC NextLogic Services, all as outlined in the Customer's internal policies;
- c. must maintain the confidentiality of their Security Devices and RBC NextLogic credentials, including their passwords, User names and other identification, such as Single Sign-On credentials, if applicable;
- d. must, if applicable, maintain the confidentiality of the Security Questions and Answers used to generate Virtual Card Numbers from the VPA Account. No one but VPA Users and Suppliers are permitted to know the respective Security Questions and Answers; and
- e. must maintain the confidentiality of any information that is contained in or retrieved from RBC NextLogic, such as, but not limited to, data files, Account Statements and reports.

## 7. Credit Limits

### 7.1. Card Facility Credit Limit

The Card Facility Credit Limit represents the amount of maximum credit available for all Customer Accounts and Business Card Product account(s), collectively.

At the time the Commercial Card Program is established, Royal Bank will set the Card Facility Credit Limit, disclosed in the box on the last page of these Commercial Card Program Service Materials.

If the Customer requests and is granted a Temporary Credit Limit Amount, in addition to the Card Facility Credit Limit, that Temporary Credit Limit Amount (and therefore, the Total Credit Limit) will be available for the term established by Royal Bank and disclosed in the box on the last page of these Commercial Card Program Service Materials.

At the end of that period, the Temporary Credit Limit Amount will no longer be available and the Total Credit Limit will revert back to the Card Facility Credit Limit. The Customer must observe the Card Facility Credit Limit, or the Total Credit Limit when applicable, such that the aggregate Debt under all of the Customer Accounts, if more than one, and the Business Card Product account(s), if any, must not exceed the Card Facility Credit Limit, or the Total Credit Limit when applicable. If it does, no additional Cardholder Accounts or VPA Accounts will be established, no more Physical Cards will be issued under any Customer Account and no Virtual Card Numbers will be generated under any VPA Account until the Debt which exceeds the Card Facility Credit Limit, or the Total Credit Limit when applicable, has been paid.

The Customer may request a change to the Card Facility Credit Limit by contacting Royal Bank. Royal Bank may decrease the Card Facility Credit Limit, or the Total Credit Limit when applicable, at any time, without the Customer's prior consent.

### 7.2. Customer Account Credit Limit

For each Commercial Card Product selected by the Customer, Royal Bank will set a Customer Account Credit Limit. The Customer Account Credit

Limit represents the maximum credit available for all Cardholder Accounts and VPA Accounts under each Customer Account.

The Customer must observe the Customer Account Credit Limit, such that amounts owing on all Cardholder Accounts and VPA Accounts under each Customer Account must not exceed the Customer Account Credit Limit. However, Royal Bank may, from time to time (but is not required to), permit the Debt to exceed the Customer Account Credit Limit. Royal Bank may also, at any time, refuse to permit the Debt owing on a Customer Account to exceed the Customer Account Credit Limit and require the Customer to pay any balances which exceed the Customer Account Credit Limit immediately.

The Customer may request Royal Bank to increase or decrease one or more Customer Account Credit Limit(s) at any time by contacting Royal Bank.

Any increase to one or more Customer Account Credit Limit(s) is possible as long as the sum of all Customer Account Credit Limits and Business Card Product account(s) credit limits remains less than, or equal to, the Card Facility Credit Limit, or the Total Credit Limit when applicable. Royal Bank may increase or decrease any Customer Account Credit Limit at any time, without prior notice to the Customer.

### 7.3. Cardholder Account Credit Limit and VPA Account Credit Limit

#### a. Applicable to Cardholder Accounts only

For each Cardholder Account, the Program Administrator will set an individual Cardholder Account Credit Limit, through RBC NextLogic, up to the Customer Account Credit Limit. The Cardholder Account Credit Limit represents the maximum credit available on a Cardholder Account. Royal Bank will indicate to the Relevant Party the Cardholder Account Credit Limit on the Documents accompanying each Physical Card when it is issued, and on each Billing Statement.

The Program Administrator will be responsible for informing Cardholders of their Cardholder Account Credit Limit.

Each Cardholder must observe the Cardholder Account Credit Limit, such that amounts owing on a Cardholder Account must not exceed the Cardholder Account Credit Limit. However, Royal Bank may, from time to time (but is not required to), permit the Debt to exceed the Cardholder Account Credit Limit. Royal Bank may also, at any time, refuse to permit the Debt owing on a Cardholder Account to exceed the Cardholder Account Credit Limit and require the Customer to pay any balances which exceed the Cardholder Account Credit Limit immediately.

When the Debt owing on a Cardholder Account exceeds the Cardholder Account Credit Limit at any time during an Account Statement period, an "Overlimit Fee" is charged on that Cardholder Account, which will appear on the next Billing Statement.

The Program Administrator may increase or decrease a Cardholder Account Credit Limit at any time, through RBC NextLogic. Any increase to one or more Cardholder Account Credit Limit(s) must remain less than, or equal to, the Customer Account Credit Limit. If the Customer consistently makes late payments or no payments, Royal Bank may reduce the Cardholder Account Credit Limit without prior notice to the Customer.

#### b. Applicable to VPA Accounts only

For each VPA Account, at VPA Account opening and in consultation with the VPA Administrator, Royal Bank will set a VPA Account Credit Limit up to the Customer Account Credit Limit. The VPA Account Credit Limit represents the maximum credit available on a VPA Account.

Royal Bank will indicate the VPA Account Credit Limit on the Documents provided to the VPA Administrator and/or the VPA Account Holder when



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the VPA Account is opened and on each Billing Statement.

The VPA Administrator and/or the VPA Account Holder will be responsible for informing VPA Users of the VPA Account Credit Limit.

Each VPA User must observe the VPA Account Credit Limit, such that amounts owing on a VPA Account must not exceed the VPA Account Credit Limit. However, Royal Bank may, from time to time (but is not required to), permit the Debt to exceed the VPA Account Credit Limit. Royal Bank may also, at any time, refuse to permit the Debt owing on a VPA Account to exceed the VPA Account Credit Limit and require the Customer to pay any balances which exceed the VPA Account Credit Limit immediately.

When the Debt owing on a VPA Account exceeds the VPA Account Credit Limit at any time during an Account Statement period, an "Overlimit Fee" is charged on that VPA Account, which will appear on the next Billing Statement.

The VPA Administrator may request Royal Bank to increase or decrease a VPA Account Credit Limit at any time by calling Royal Bank. Any increase to one or more VPA Account Credit Limit(s) must remain less than, or equal to, the Customer Account Credit Limit. If the Customer consistently makes late payments or no payments, Royal Bank may reduce the VPA Account Credit Limit without prior notice to the Customer.

#### c. Applicable to Cardholder Accounts and VPA Accounts

The total of all Debt outstanding on all Cardholder Accounts and VPA Accounts, collectively, must not exceed the Customer Account Credit Limit. This also means that the Debt charged to any Cardholder Account or any VPA Account directly impacts the credit that remains available for the other Cardholder Accounts and VPA Accounts.

#### 7.4. Finance Office Account Credit Limit

If applicable, the Program Administrator will set the Finance Office Account Credit Limit, through RBC NextLogic, up to the Customer Account Credit Limit. The Finance Office Account Credit Limit represents the maximum credit available for all Cardholder Accounts and VPA Accounts established under such Finance Office Account.

The Customer must observe the Finance Office Account Credit Limit, such that amounts owing on all Cardholder Accounts and VPA Accounts established under a Finance Office Account must not exceed the Finance Office Account Credit Limit. However, Royal Bank may, from time to time (but is not required to), permit the Debt to exceed the Finance Office Account Credit Limit. Royal Bank may also, at any time, refuse to permit the Debt owing on a Finance Office Account to exceed the Finance Office Account Credit Limit and require the Customer to pay any balances which exceed the Finance Office Account Credit Limit immediately.

The Program Administrator may increase or decrease a Finance Office Account Credit Limit at any time, through RBC NextLogic. Any increase to one or more Finance Office Account Credit Limit(s) must remain less than, or equal to, the Customer Account Credit Limit. If the Customer consistently makes late payments or no payments, Royal Bank may reduce the Finance Office Account Credit Limit without prior notice to the Customer.

#### 7.5. Currency Fluctuation

The Card Facility Credit Limit, or the Total Credit Limit when applicable, is established in Canadian dollars for all Commercial Card Products and Business Card Products, even though some of these products are billed in U.S. dollars.

If, at any time and for any reason, including daily currency fluctuations, the amount of any Account Credit Limit is exceeded when the U.S. dollar

amount of Debt under any such Account Credit Limit is converted to the equivalent amount in Canadian dollars, the Customer shall immediately repay such excess to Royal Bank.

#### 8. Program Billing Types

At the time Royal Bank and the Customer establish the Commercial Card Program, the Customer will have to choose between two (2) billing option types for each Customer Account that is opened: corporate billing ("**Corporate Billing**") or individual billing ("**Individual Billing**").

The Customer can also decide to combine Corporate Billing or Individual Billing with Finance Office billing ("**Finance Office Billing**") for a Customer Account, at any time.

These designations provide the means by which Royal Bank will bill the Relevant Party.

Once Corporate Billing or Individual Billing has been selected for a Customer Account, the Customer cannot change the selected choice unless the entire Customer Account is closed and a new one is opened. The Customer can however add Finance Office Billing to, or remove Finance Office Billing from, a Customer Account at any time, without having to close the Customer Account and open a new one.

##### 8.1. Corporate Billing

###### a. Not Combined with Finance Office Billing

If Corporate Billing has been selected for a Customer Account, Royal Bank will provide (i) the Customer with a single and aggregated monthly Billing Statement for all Cardholder Accounts and VPA Accounts established under that Customer Account, collectively, (ii) each Cardholder who has a Cardholder Account established under that Customer Account with an individual monthly Memo Statement for the Cardholder Account, and (iii) each VPA Account Holder who has a VPA Account established under that Customer Account with an individual monthly Memo Statement for the VPA Account.

The Customer who selects Corporate Billing hereby consents to the receipt of the Billing Statement in this manner and acknowledges that it is its responsibility to retrieve the Billing Statement in RBC NextLogic and verify it on a monthly basis. The Customer must also instruct individual Cardholders and VPA Account Holders to retrieve the Memo Statement and verify it on a monthly basis.

###### b. Combined with Finance Office Billing

If a combination of Corporate Billing and Finance Office Billing has been selected for a Customer Account, Royal Bank will provide (i) the Customer with a single and aggregated monthly Billing Statement for all Cardholder Accounts and VPA Accounts established under the Finance Office Account, collectively; (ii) the Finance Office with a single and aggregated monthly Memo Statement for all Cardholder Accounts and VPA Accounts established under the Finance Office Account, collectively; (iii) each Cardholder who has a Cardholder Account established under the Finance Office Account with an individual monthly Memo Statement for the Cardholder Account; and (iv) each VPA Account Holder who has a VPA Account established under the Finance Office Account with an individual Memo Statement for the VPA Account. For the remaining Cardholder Accounts and VPA Accounts not established under a Finance Office Account, Royal Bank will provide the Account Statements as described in sub-section 8.1(a) above.

The Customer who selects Corporate Billing combined with Finance Office Billing hereby consents to the receipt of the Billing Statement in this manner and acknowledges that it is its responsibility to retrieve the Billing Statement in RBC NextLogic and verify it on a monthly basis. The Customer must also instruct the Finance Office(s), individual Cardholders



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and VPA Account Holders to retrieve the Memo Statement and verify it on a monthly basis.

## 8.2. Individual Billing

### a. Not Combined with Finance Office Billing

If Individual Billing has been selected for a Customer Account, Royal Bank will provide (i) each Cardholder who has a Cardholder Account established under that Customer Account with an individual monthly Billing Statement for the Cardholder Account, (ii) each VPA Account Holder who has a VPA Account established under that Customer Account with an individual monthly Billing Statement for the VPA Account, and (iii) the Customer with a single and aggregated monthly Memo Statement for all Cardholder Accounts and VPA Accounts established under the Customer Account, collectively.

The Customer who selects Individual Billing hereby consents to the receipt of the Memo Statement in this manner and acknowledges that it is its responsibility to retrieve the Memo Statement in RBC NextLogic and verify it on a monthly basis. The Customer must also instruct individual Cardholders and VPA Account Holders to retrieve the Billing Statement and verify it on a monthly basis.

### b. Combined with Finance Office Billing

If a combination of Individual Billing and Finance Office Billing has been selected for a Customer Account, Royal Bank will provide (i) the Finance Office with a single and aggregated monthly Billing Statement for all Cardholder Accounts and VPA Accounts established under the Finance Office Account, collectively; (ii) the Customer with a single and aggregated monthly Memo Statement for all Cardholder Accounts and VPA Accounts established under the Finance Office Account, collectively; (iii) each Cardholder who has a Cardholder Account established under the Finance Office Account with an individual monthly Memo Statement for the Cardholder Account; and (iv) each VPA Account Holder who has a VPA Account established under the Finance Office Account with an individual Memo Statement for the VPA Account. For the remaining Cardholder Accounts and VPA Accounts not established under a Finance Office Account, Royal Bank will provide the Account Statements as described in sub-section 8.2(a) above.

The Customer who selects Individual Billing combined with Finance Office Billing hereby consents to the receipt of the Memo Statement in this manner and acknowledges that it is its responsibility to retrieve the Memo Statement in RBC NextLogic and verify it on a monthly basis. The Customer must also instruct the Finance Office, individual Cardholders and VPA Account Holders to retrieve the Billing Statement and verify it on a monthly basis.

## 8.3. Account Statements, Verification and Disputes

Each month, Royal Bank will make the Account Statements available electronically, through RBC NextLogic. The Account Statements will remain available to the Relevant Party in RBC NextLogic for consultation and printing at no charge for twelve (12) months following the Statement Date. They may also be retrieved after twelve (12) months, and/or be provided in paper format upon request of the Relevant Party, for a Fee. Account Statements are also available in other alternative formats for accessibility purposes, upon request of the Relevant Party. Royal Bank will not provide an Account Statement if there has been no activity on the Account during an Account Statement period and no Debt is owing.

If the date on which Royal Bank would ordinarily prepare an Account Statement falls on a date for which Royal Bank does not process statements (for example, weekends and certain holidays), Royal Bank will prepare the Account Statement on the next statement processing day. The Payment Due Date will be adjusted accordingly.

Each month, the Relevant Party will be responsible for ensuring that it has promptly examined the Account Statement and each transaction, Interest Rate, charge and Fee recorded on it. The Relevant Party will notify Royal Bank of any error, omission or objection to an Account Statement, or to an entry or balance recorded on it, within thirty (30) days from the Statement Date indicated on that Account Statement.

If the Relevant Party does not notify Royal Bank as required, Royal Bank is entitled to treat the Account Statement entries and balances as complete, correct and binding on the Customer, and Royal Bank will be released from all claims by the Customer in respect of those Account Statement, entries and balances.

## 9. Payments

### 9.1. Responsibility for Making Payments

The Customer will establish a policy and designate Persons who will be responsible for approving the Billing Statements and making the monthly payments on its behalf.

Regardless of whether Corporate Billing, Corporate Billing combined with Finance Office Billing, Individual Billing or Individual Billing combined with Finance Office Billing has been selected for a Customer Account, it is always the Customer's ultimate responsibility to make sure payments are made by the Payment Due Date indicated on each Billing Statement.

### 9.2. Making Payments

#### a. Instructions

All payments must be made in accordance with the instructions indicated at [www.rbc.com/payments](http://www.rbc.com/payments).

For a Customer Account which is in Canadian dollars, regardless of whether Corporate Billing, Corporate Billing combined with Finance Office Billing, Individual Billing or Individual Billing combined with Finance Office Billing has been selected, payments from a Canadian dollar account can be made by mail, at a Royal Bank branch in Canada, at an ATM that processes such payments, through the Royal Bank telephone service or at certain other financial institutions that accept such payments, by registering the Account as a "Bill Payment" for this purpose. Payments can also be made through Royal Bank digital banking services, such as RBC Express.

For a Customer Account which is in U.S. dollars, regardless of whether Corporate Billing, Corporate Billing combined with Finance Office Billing, Individual Billing or Individual Billing combined with Finance Office Billing has been selected, (i) payments from a U.S. dollar account can be made by mail, through the Royal Bank telephone service or through RBC Express, and (ii) payments from a Canadian dollar account can be made by mail or through RBC Express.

The Customer or the Lead Program Administrator(s) can also ask Royal Bank to process its payments automatically on the Payment Due Date each month as a pre-authorized debit ("PAD") from a deposit account in Canada, in Canadian dollars (in U.S. dollars for the Commercial U.S. Dollar card product), with Royal Bank or another financial institution that the Customer designates for that purpose. The Customer may be required to execute and provide Royal Bank with a pre-authorized debit agreement or other Document requested by Royal Bank for such purpose, in form and substance satisfactory to Royal Bank. The Customer may choose the PAD to either be the Minimum Payment or the New Balance.

If the Customer asks Royal Bank to automatically process payments as a PAD, the Customer will be bound by the terms and conditions set out in Rule H1 of the Rules of Payments Canada, as amended from time to time, as well as these Commercial Card Program Service Materials and the Legal Terms and Conditions. The Customer also agrees to waive any



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pre-notification requirements that exist where variable payment amounts are being authorized. The Customer may notify Royal Bank at any time if it wishes to revoke its authorization for a PAD and, provided that Royal Bank has received such notice at least five (5) days before the Customer's next scheduled payment, Royal Bank will not process it. A PAD may, under certain circumstances, be disputed for up to ninety (90) days. The Rules are available for your review at [www.payments.ca](http://www.payments.ca).

If any payment made by the Customer in respect of an Account is not honoured, or if Royal Bank must return it to the Customer because it cannot be processed, a "Dishonoured Payment Fee" will be charged and Customer Account privileges may be revoked or suspended.

The Customer will not deduct or withhold, without the express consent of Royal Bank, any amount indicated as due on any Billing Statement. Acceptance by Royal Bank of late payments, partial payments or any payment marked as being payment in full or as being a settlement of a dispute will not affect any of Royal Bank's rights to payment in full.

The payment terms set forth in these Commercial Card Program Service Materials supersede any agreement with regard to payment terms established between the Customer and the seller, or the Supplier of goods or services, or any payment terms that might be imputed to the Customer under Applicable Law for goods or services purchased using the Card.

#### **b. When to Make a Payment**

It is the Customer's responsibility to ensure that a payment on any Account is received by Royal Bank for credit to that Account by the Payment Due Date indicated on each Billing Statement. Even when normal postal service is disrupted for any reason, payments must continue to be made on each Account.

Payments sent to Royal Bank by mail or made through another financial institution's branch, ATM or digital banking services may take several days to reach Royal Bank. A payment is not credited to an Account and does not automatically adjust the available Account Credit Limit until Royal Bank has processed the payment. It may take several days to adjust the available Account Credit Limit depending on how the payment is made.

Except as otherwise set out in these Commercial Card Program Service Materials, the Customer may pay the Debt in respect of any Account in full or in part at any time.

#### **c. Minimum Payment**

If Corporate Billing has been selected for a Customer Account, the Customer must, in connection with all Cardholder Accounts and VPA Accounts under that Customer Account, collectively make one Minimum Payment by the Payment Due Date towards the Customer Account, equal to the lesser of (i) \$10.00, plus interest, plus Fees, or (ii) the sum of each Cardholder Account's and each VPA Account's New Balance, in order to keep the Cardholder Accounts and VPA Accounts (and thereby the Customer Account) up to date. A Customer who selects Corporate Billing may instead choose to make a Minimum Payment towards each individual Cardholder Account and each VPA Account, as described below.

If Individual Billing has been selected for a Customer Account, the Customer must, in connection with each Cardholder Account and each VPA Account under that Customer Account, make the Minimum Payment by the Payment Due Date towards each Cardholder Account and each VPA Account, equal to the lesser of (i) \$10.00, plus interest, plus Fees, or (ii) that Cardholder Account's and VPA Account's New Balance, in order to keep the Cardholder Account and VPA Accounts (and thereby the Customer Account) up to date.

If Corporate Billing combined with Finance Office Billing, or Individual Billing combined with Finance Office Billing has been selected for a Customer Account, the Customer must, in connection with each Finance Office Account under that Customer Account, make one Minimum Payment by the Payment Due Date towards the Finance Office Account, equal to the lesser of (i) \$10.00, plus interest, plus Fees, or (ii) the sum of each Cardholder Account's and VPA Account's New Balance assigned to that Finance Office Account, in order to keep the Cardholder Accounts and VPA Accounts (and thereby the Customer Account) up to date. A Customer who selects Corporate Billing combined with Finance Office Billing, or Individual Billing combined with Finance Office Billing, may instead choose to make a Minimum Payment towards each individual Cardholder Account and each VPA Account, as described above. If Individual Billing combined with Finance Office Billing has been selected for a Customer Account, a payment to the Customer Account will be rejected (i.e. payments must be made to the Finance Office Account, and to individual Cardholder Accounts or VPA Accounts).

Each of these amounts will be indicated on each Billing Statement. Any past-due amount will be included in the Minimum Payment amount.

The Customer must also pay any amount that exceeds an Account Credit Limit immediately, even though Royal Bank may not yet have sent a Billing Statement on which that excess appears.

The Customer must keep each Account up-to-date at all times by at least making the Minimum Payment as described herein by the Payment Due Date each month, even if Royal Bank is delayed in or prevented from making available, for any reason, any one or more Billing Statement(s). The Customer must contact one of Royal Bank's branches or its Cards Customer Service, using the contact information indicated on previous Billing Statements, at least once a month during such a delay or interruption to obtain any payment information the Customer does not have and needs to know in order to comply with its obligation to make payments under these Commercial Card Program Service Materials.

#### **d. No Over Payment**

The Customer is not permitted to make a payment on an Account exceeding the Account Credit Limit, unless the Debt at the time of the payment is more than the Account Credit Limit.

If the Customer does in fact make a payment of more than the Account Credit Limit, such over payment will not have the effect of increasing the Account Credit Limit and/or providing the Customer with additional credit. Also, interest will not be paid on the positive balance. Any positive balance is not considered a deposit for the purpose of insurance given by the Canada Deposit Insurance Corporation.

#### **e. Payment Allocation**

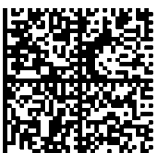
When the Customer makes a payment, Royal Bank will apply the payment amount first to any interest, second to balances that have previously been billed, and third to the balance that has been billed on each Cardholder Account or VPA Account for the first time.

If the Customer makes a payment which exceeds the New Balance, Royal Bank will apply any payment in excess of the New Balance to amounts that have not yet appeared on the Billing Statement in the same manner as set out above.

Credits arising from returns or adjustments are generally first applied to transactions of a similar type, second to any interest and Fees, and the remainder to other Debt owing in the same manner as Royal Bank applies payments in excess of the Minimum Payment.

#### **f. Overdue Accounts**

If the Minimum Payment as set out on a Billing Statement for an Account



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is not made, such amount becomes an overdue Debt and such Account becomes an overdue Account ("**Overdue Account**").

If Corporate Billing has been selected for a Customer Account, whether combined with Finance Office Billing or not, and the Overdue Account remains unpaid after thirty-one (31) days, Royal Bank will send the Customer a notice indicating that the Customer Account is an Overdue Account and that no further transactions (other than making a payment) may be made on any Account, and Royal Bank may thereafter decline acceptance of any Cardholder Account or VPA Account under that Customer Account. If the Overdue Account remains unpaid after sixty-one (61) days, Royal Bank will again send the Customer a notice indicating that the Customer Account is an Overdue Account. If the Overdue Account remains unpaid after ninety-one (91) days, Royal Bank will revoke the Customer Account, as well as all Cardholder Accounts and VPA Accounts under the Customer Account, and cancel the Commercial Card Program. Royal Bank may also commence to convert all Debt outstanding on the Customer Account to a demand loan and assign a "special loans" officer to manage the relationship.

If Individual Billing has been selected for a Customer Account, whether combined with Finance Office Billing or not, and the Overdue Account remains unpaid after thirty-one (31) days, Royal Bank will send the Customer a notice indicating that the Cardholder Account or VPA Account is an Overdue Account and that no further transactions (other than making a payment) may be made on that Cardholder Account or VPA Account. If the Overdue Account remains unpaid after sixty-one (61) days, Royal Bank will again send the Customer a notice indicating that the Cardholder Account or VPA Account is an Overdue Account. If the Overdue Account remains unpaid after ninety-one (91) days, Royal Bank will revoke the Cardholder Account or the VPA Account. Royal Bank may also immediately revoke the Customer Account, as well as all Cardholder Accounts and VPA Accounts under the Customer Account, cancel the Commercial Card Program, and commence to convert all Debt outstanding on the Customer Account to a demand loan and assign a "special loans" officer to manage the relationship.

The Customer will pay the Overdue Account(s) and all other amounts due under the Accounts to Royal Bank. Royal Bank will not attempt to collect (i) amounts due on a Cardholder Account from an individual Cardholder, or (ii) amounts due on a VPA Account from a VPA User or the VPA Account Holder in their personal capacity.

#### **g. Pre-Authorized Bill Payments**

The Customer is responsible for any pre-authorized bill payments the Relevant Party has authorized merchants to charge to an Account, even after the Customer or Royal Bank closes the Account. If Royal Bank reissues or replaces a Physical Card and the Cardholder had set up recurring payments, the Customer agrees that Royal Bank may provide that merchant with the new Physical Card Information. If the Relevant Party wishes to discontinue any pre-authorized bill payment, the Relevant Party must contact the merchant in writing and then check a subsequent Billing Statement to ensure that the payments have, in fact, stopped. If the payments have not stopped despite the instructions of the Relevant Party to a merchant, Royal Bank may be able to help the Customer if Royal Bank is given a copy of the written request to the merchant.

As part of its policies and procedures related to the Commercial Card Program, the Customer will ensure that each Cardholder and/or VPA User is required to provide the Program Administrator and/or the VPA Administrator with a current list of pre-authorized bill payment arrangements with each payee that are to be paid using a Cardholder Account and/or a VPA Account. Upon a Cardholder Account's and/or a VPA Account's closure, the Program Administrator and/or the VPA Administrator is responsible for immediately notifying the payee of all such pre-authorized bill payment arrangements that are discontinued.

### **9.3. Liability for Debt**

Except as otherwise specifically set out in these Commercial Card Program Service Materials and as may otherwise be provided under the Liability Waiver Program, the Customer is ultimately liable for all Debt charged to each Cardholder Account and each VPA Account, including Debt resulting from transactions that are not for Eligible Purposes, no matter how it is incurred or who has incurred it, and even when the Customer selects Individual Billing and Royal Bank makes the Billing Statements available to the Cardholders and VPA Account Holders, and the Memo Statements available to the Customer.

### **10. Collection, Use and Disclosure of Information**

This section supplements the terms and conditions pertaining to the collection, use and disclosure of the Customer's information set forth in the Legal Terms and Conditions.

The Customer will, prior to requesting the issuance of a Physical Card for an Employee of the Customer, or prior to the opening of a VPA Account in the name of a VPA Account Holder, obtain the following information with respect to each such Employee of the Customer or VPA Account Holder: the legal first and last names, date of birth, personal home address and personal telephone number. The Customer must keep this information for at least seven (7) years after a Cardholder Account and/or a VPA Account has been closed and must provide it to Royal Bank, upon request, within thirty (30) days.

Royal Bank will, prior to issuing a Physical Card to an Employee of the Customer, or prior to opening a VPA Account in the name of a VPA Account Holder, only obtain and keep the following information with respect to each such Employee of the Customer or VPA Account Holder: the legal first and last names, business address, business email address, business phone number and employee identification number. However, in certain circumstances, Royal Bank may require the Customer to obtain such additional information or documentation as Royal Bank may require to verify the identity of an Employee of the Customer or a VPA Account Holder, at a level sufficient to allow Royal Bank to issue a Physical Card to such Employee of the Customer or open a VPA Account in the name of such VPA Account Holder.

Even though a Physical Card is issued to a Cardholder and a VPA Account is opened in the name of a VPA Account Holder at the Customer's request, Royal Bank's primary business relationship is with the Customer. Royal Bank will not ascertain the personal creditworthiness of any Cardholder or VPA Account Holder by obtaining credit bureau reports on them, either at the time a Cardholder Account or a VPA Account is opened or periodically thereafter. Royal Bank may however make other inquiries or checks about them as required by Applicable Law, such as law related to the prevention of money laundering and funding of terrorism.

Except as otherwise specified in this Agreement, Royal Bank will not communicate with Cardholders or VPA Account Holders directly and will not send Cardholders or VPA Account Holders any marketing, promotion or offer. However, for Cardholders or VPA Account Holders who are participants in the RBC Rewards® program, Royal Bank may communicate with these Cardholders or VPA Account Holders if they have provided consent and their email address for that purpose.

The Customer consents to Royal Bank processing and analyzing information about how the Customer uses its Customer Account(s), how Cardholders use their Cardholder Account and how VPA Users use the VPA Account(s) to develop reports that may be made available to the Customer. Royal Bank will remain the owner of such information and reports and retain such information for so long as is appropriate for the purposes of these Commercial Card Program Service Materials, or at a minimum, as required by Applicable Law.



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The Customer may request and receive reports from time to time, whether through RBC NextLogic Services or not, or otherwise have access to data and information pertaining to individual transactions and activities of Cardholders, VPA Account Holders and Users. The Customer will, as part of the Commercial Card Program, notify Cardholders, VPA Account Holders and Users, and obtain any required consent from each Cardholder, VPA Account Holder and User, in accordance with Applicable Laws, to the collection, use and disclosure of such data and information, including to RBC NextLogic Services, to Royal Bank, to the Customer and to other third parties.

Royal Bank may provide information related to amounts charged to a Cardholder Account or to a VPA Account to selected merchants and Suppliers used by the Cardholder, VPA Account Holder or VPA User, when requested by such merchants and Suppliers to analyze business trends, Customer needs and generally for marketing purposes. Royal Bank will ensure that the provision of such data will be in a format non-attributable to the Cardholder, VPA Account Holder, VPA Users or the Customer.

## 11. Fees and Charges

### 11.1. Interest Rates and Charges

The current Interest Rates are set out on each Billing Statement. They are expressed as annual percentage rates. The standard Interest Rates are indicated in the chart outlined in the "Standard Annual Fees, Grace Periods and Interest Rates" section of these Commercial Card Program Service Materials. The Interest Rates may change from time to time and if they do, Royal Bank will inform the Customer in advance.

If Corporate Billing has been selected for a Customer Account, whether combined with Finance Office Billing or not, the Customer can avoid interest on both Purchases and Fees on a Customer Account or a Finance Office Account by always paying the Customer Account's and/or the Finance Office Account's New Balance in full on or before the Payment Due Date, every month. The New Balance is indicated on each Billing Statement and is made up of the sum of all Purchases, Cash Advances, interest and Fees incurred on all Cardholder Accounts and VPA Accounts under a Customer Account or Finance Office Account, up to the Statement Date.

If Individual Billing has been selected for a Customer Account, whether combined with Finance Office Billing or not, the Customer can avoid interest on both Purchases and Fees on a Cardholder Account, VPA Account or Finance Office Account by always paying the New Balance in full on or before the Payment Due Date, every month. The New Balance is indicated on each Billing Statement and is made up of all Purchases, Cash Advances, interest and Fees incurred on a Cardholder Account or a VPA Account, or the sum of all Purchases, Cash Advances, interest and Fees incurred on all Cardholder Accounts and all VPA Accounts under a Finance Office Account, up to the Statement Date.

If the Customer does not pay an Account's New Balance in full on or before the Payment Due Date, the Customer will lose the interest-free status for Purchases and Fees. If this happens, the Customer must pay interest on all Purchases and Fees indicated on that month's Billing Statement, as well as interest on all new Purchases and new Fees.

Interest is calculated from the transaction date, until the day Royal Bank posts a payment for the total amount owing. To regain the interest-free status on Purchases and Fees, the Customer must pay the Account's New Balance by the Payment Due Date. Interest on previously billed Purchases and Fees that has accrued since the end of the last Account Statement period to the date the payment in full of the New Balance is received, will appear on the next month's Billing Statement.

Cash Advances never benefit from an interest-free Grace Period. This means that interest is charged from the transaction date.

Fees are treated in the same manner as Purchases for the purpose of charging interest. The transaction date for a Fee is the date that the Fee is posted to the Account.

Royal Bank does not charge interest on interest.

Royal Bank calculates interest daily; however it only adds it to the Account monthly. The amount of interest Royal Bank charges on an Account is calculated as follows:

- Royal Bank adds the amount the Customer owes each day, and divides that total by the number of days in the Billing Statement period. This is the average daily balance; and
- Royal Bank multiplies the average daily balance by the applicable daily Interest Rate(s) (obtained by taking the annual Interest Rate(s) and dividing it by the number of days in the year). Royal Bank then multiplies this value by the total number of days in the Billing Statement period to determine the interest Royal Bank charges.

If there is more than one applicable Interest Rate, Royal Bank calculates the amount of interest the Customer owes based on the average daily balances that apply to each Interest Rate.

Each Billing Statement will indicate the Minimum Payment, Payment Due Date, transaction and posting dates, and Interest Rates.

### 11.2. Currency of Fees

The currency of the Fees listed in these Commercial Card Program Service Materials is as follows:

- Canadian dollars: for the Commercial Avion, Commercial Cash Back and Commercial Visa Cards; and
- U.S. dollars: for the Commercial U.S. Dollar Card.

### 11.3. Standard Annual Fees, Grace Periods and Interest Rates

The following provides some guidance with respect to standard non-refundable annual fees, Grace Periods and standard Interest Rates for the Commercial Card Products.

The annual fee may be different from that indicated in these Commercial Card Program Service Materials if the terms and conditions for other banking and related services the Customer has with Royal Bank provide otherwise. For each Physical Card, an annual fee is charged on the first day of the month following the Cardholder Account opening (whether or not the Physical Card is activated) and annually thereafter on the first day of that same month.



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### 11.3.1. Applicable to Physical Cards

Commercial Card Product	Non-Refundable Annual Fees	Grace Period (days)	Interest Rate	
			Purchase Interest Rate	Cash Advance Interest Rate
	For Each Card			
RBC Commercial Avion Visa	\$120	21	19.99%	22.99%
RBC Commercial Cash Back Visa	\$60	21	19.99%	22.99%
RBC Commercial Visa	\$30	21	19.99%	22.99%
RBC Commercial U. S. Dollar Visa	\$60	21	19.99%	22.99%

### 11.3.2. Applicable to VPA Accounts

Commercial Card Product	Non-Refundable Annual Fees	Grace Period (days)	Interest Rate	
			Purchase Interest Rate	Cash Advance Interest Rate
	For Each Card			
RBC Commercial Avion Visa	\$0	21	19.99%	N/A
RBC Commercial Cash Back Visa	\$0	21	19.99%	N/A
RBC Commercial Visa	\$0	21	19.99%	N/A
RBC Commercial U. S. Dollar Visa	\$0	21	19.99%	N/A

### 11.4. Other Fees

#### a. Cash Advance Fee (applicable to Physical Cards only)

For all Commercial Card Products except the Commercial U.S. Dollar Card, when a Cardholder obtains the following types of Cash Advances, a \$3.50 CAD fee for each transaction will be charged to the Cardholder Account, unless otherwise stated:

- a cash withdrawal charged to a Cardholder Account at one of Royal Bank's branches or ATMs, or at any other financial institution's ATM, in Canada; or
- a Quasi-Cash Transaction charged to a Cardholder Account, in Canada.

If the Cash Advance occurs outside Canada, a \$5.00 CAD fee will be charged each time.

For the Commercial U.S. Dollar Card only, if the Cash Advance occurs in the U.S., a \$3.50 USD fee will be charged each time, and if the Cash Advance occurs outside the U.S., a \$5.00 USD fee will be charged each time.

Some factors outside of Royal Bank's control may influence whether the Cash Advance would be treated as a domestic or a foreign transaction. For example, if

a Cash Advance is missing the country code, Royal Bank will assume the Cash Advance is a foreign transaction and a \$5.00 CAD or USD fee, depending on the Commercial Card Product, will be charged each time.

Cash Advance Fees are charged within three (3) business days from when the transaction is posted to the Cardholder Account.

It is not possible to make a Cash Advance using a Virtual Card Number and therefore, no Cash Advance Fee will be charged for Virtual Card Numbers generated from a VPA Account.

#### b. Overlimit Fee

If the balance on any Cardholder Account exceeds the Cardholder Account Credit Limit or the balance on any VPA Account exceeds the VPA Account Credit Limit at any time during the Account Statement period, a \$29.00 fee will be charged to that Cardholder Account or VPA Account on the Statement Date and on each subsequent Statement Date if the balance remains over the limit. A maximum of one "Overlimit Fee" per Cardholder Account or VPA Account will be charged per Account Statement period.

#### c. Dishonoured Payment Fee

If a payment to an Account is not processed because a financial institution returns a cheque or refuses a pre-authorized debit, a \$45.00 fee will be charged to the Account where the payment was posted, on the date the payment reversal is posted. This fee is in addition to any other fee charged for insufficient funds in the banking account.

#### d. Account Statement Paper Copy

For each paper copy of an Account Statement, or for the reprint of an Account Statement, a \$5.00 fee will be charged to the Account within three (3) business days from when the copy was requested. Exceptions may be granted for Account Statements provided in an alternative format for accessibility purposes. For each Account Statement update obtained from a Royal Bank branch in Canada or, if requested by the Customer only, at an ATM that provides Account Statement updates, a \$1.50 fee will be charged to the Account within three (3) business days from each Account Statement update obtained.

#### e. Transaction Receipt Copy Fee

For a copy of any transaction receipt that relates to a transaction on the current Account Statement, no fee will be charged. Otherwise, a \$2.00 fee for each copy will be charged to the Account each time the situation occurs. Receipt copies are not always available for Purchases made using a Physical Card with a PIN.

The Customer is responsible for paying all Fees. Fees may change from time to time and if they do, Royal Bank will inform the Customer in advance.

### 11.5. Foreign Currency Conversion

Except for the Commercial U.S. Dollar Card, which is billed in U.S. dollars, all transactions indicated on an Account Statement are billed in Canadian dollars.

The exchange rate indicated on an Account Statement, to six decimal places, is calculated by dividing the converted Canadian dollar (CAD) amount, rounded to the nearest cent, by the transaction currency amount. It may differ from the original benchmark rate because of this rounding. The CAD amount charged to the Cardholder Account or the VPA Account



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is 2.5% over the benchmark rate. Some foreign currency transactions are converted directly to CAD, while others may be converted first to U.S. dollars, then to CAD. In either case, the benchmark rate will be the actual exchange rate applied at the time of the conversion, and is generally set daily. The original benchmark rate at the time a transaction was converted may be obtained at [visa.com/exchange](https://www.visa.com/exchange). If interest is being charged to the Cardholder Account or the VPA Account, it will also be charged on the full value of foreign purchases, as determined by our exchange rate. For Commercial U.S. Dollar Cards, transactions are indicated in U.S. dollars, and the same principles will apply if an amount is charged in a currency other than U.S. dollars. For any questions, please contact Royal Bank.

## 12. Cardholder Accounts and Use of Physical Cards/VPA Accounts and Use of Virtual Card Numbers

### 12.1. General

#### a. Applicable to Cardholder Accounts and Physical Cards

A Physical Card can only be used by the Cardholder in whose name it has been issued and should only be used for an Eligible Purpose, including (i) making Purchases, whether the Cardholder buys in person, over the phone, on the Internet or by mail order; and (ii) making cash withdrawals from the Cardholder Account, which constitute Cash Advances, at one of Royal Bank's branches, at another financial institution or at an ATM.

The Customer may impose restrictions on all aspects of the use of a Physical Card, including usage restriction to selected merchants based on Merchant Category Code Groups and adjustments to a Cardholder Account Credit Limit, so long as such restrictions comply with these Commercial Card Program Service Materials and Applicable Law.

If the Customer wishes to either prevent or restrict usage of Physical Cards to selected merchants based on Merchant Category Codes, the Customer acknowledges that (i) Royal Bank defines the Merchant Category Code Groups at its own discretion; (ii) Royal Bank can only enforce Merchant Category Code restrictions to the extent it receives accurate Merchant Category Code data with the transaction authorization request; and (iii) Royal Bank has no liability for transactions declined or approved contrary to the intent of the Customer.

The Customer is responsible for obtaining such agreements or commitments as it considers appropriate from Cardholders with respect to the use of their Physical Card, including ensuring that the Physical Card is not used to purchase or pay for gambling, online gaming, illicit drug transactions or for any other illegal, improper or unlawful purpose, or if it has expired.

Royal Bank may refuse to authorize any other types of transactions at its discretion.

#### b. Applicable to VPA Accounts and Virtual Card Numbers

A Virtual Card Number can only be generated by a VPA User and should only be used for making Purchases that are for an Eligible Purpose, whether the VPA User buys over the phone, on the Internet or by mail order.

A Virtual Card Number cannot be used to make cash withdrawals from a VPA Account, which constitute Cash Advances, whether at one of Royal Bank's branches, at another financial institution or at an ATM.

The Customer may impose restrictions on all aspects of the use of Virtual Card Numbers, including with respect to the Supplier to whom a Virtual Card Number may be issued, the transaction amount, and usage restriction to selected Suppliers based on Merchant Category Code Groups, so long as such restrictions comply with these Commercial Card Program Service Materials and Applicable Law.

If the Customer wishes to either prevent or restrict usage of Virtual Card Numbers to selected Suppliers based on Merchant Category Code Groups, the Customer acknowledges that (i) Royal Bank defines the Merchant Category Code Groups at its own discretion; (ii) Royal Bank can only enforce Merchant Category Code restrictions to the extent it receives accurate Merchant Category Code data with the transaction authorization request; and (iii) Royal Bank has no liability for transactions declined or approved contrary to the intent of the Customer.

The Customer is responsible for obtaining such agreements or commitments as it considers appropriate from VPA Users to govern their use of Virtual Card Numbers, including ensuring that the VPA Account and Virtual Card Numbers are not used to purchase or pay for gambling, online gaming, illicit drug transactions or for any other illegal, improper or unlawful purpose, or if it has expired.

Royal Bank may refuse to authorize any other types of transactions at its discretion.

### 12.2. Debt Incurred Without Using a Physical Card

#### a. Applicable to the use of Physical Card Information

When a Cardholder incurs Debt without having presented their Physical Card, such as when making a Purchase over the phone, on the Internet or by mail order using their Physical Card Information, the legal effect is the same as if the Cardholder had used the Physical Card and signed a sales draft or receipt or entered their PIN.

#### b. Applicable to the use of Virtual Card Numbers

Royal Bank will treat a VPA User's input and approval of Supplier payment details in Visa Payables Automation as the VPA User's authorization to generate a Virtual Card Number. When a VPA User incurs Debt by generating a Virtual Card Number to pay a Supplier for a Purchase made over the phone or on the Internet, or when the Supplier enters the Virtual Card Number into its point-of-sale terminal, the legal effect is the same as if the VPA User used a physical (i.e. plastic) credit card and signed a sales draft or entered a PIN.

### 12.3. Cash Advances (Applicable to Physical Cards only)

Interest is always charged on a Cash Advance, from the day the Cash Advance is made. "Cash Advance Fees" also apply to certain Cash Advances. These fees are set out in the "Other Fees" sub-section of these Commercial Card Program Service Materials. The following types of transactions are treated as Cash Advances:

- when a Cardholder makes a cash withdrawal from the Cardholder Account at a Royal Bank branch or ATM, or at any other financial institution's branch or ATM; and
- when a Cardholder makes a Quasi-Cash Transaction from the Cardholder Account.

If the Relevant Party is uncertain as to whether a particular transaction will be treated as a Cash Advance or as a Purchase, the Relevant Party should contact Royal Bank.

### 12.4. Expiration, Reissuance and Replacement of Physical Cards Expiration of Virtual Card Numbers

#### a. Applicable to Physical Cards

The Physical Card expires at the end of the month indicated on the Physical Card. Cardholders must not use their Physical Card if it has expired. If anything is charged to a Cardholder Account after the Physical Card has expired, the Customer is still responsible for and must pay the Debt on such Physical Card. A reissued Physical Card will be issued before the expiration date indicated on the Physical Card. Reissued and



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replacement Physical Cards will continue to be sent to a Cardholder at the most current business address Royal Bank has on file for such Cardholder and in this way until the Customer advises Royal Bank to stop, provided the Cardholder Account is active and in good standing.

#### **b. Applicable to Virtual Card Numbers**

Each Virtual Card Number that has been generated from a VPA Account expires on the date selected by the VPA User. Once expired, the Virtual Card Number can no longer be used and the VPA User will need to approve the generation of a new Virtual Card Number.

### **12.5. Account Closure, Card Revocation or Suspension of Use**

#### **a. Applicable to Cardholder Accounts and Physical Cards**

The Customer may close a Cardholder Account through RBC NextLogic at any time. Except as otherwise set out in these Commercial Card Program Service Materials, the Customer is liable to Royal Bank for all Debt resulting from the use of the Physical Card, until closure of the Cardholder Account.

If the Debt owing on an Account exceeds the Account Credit Limit, Royal Bank may suspend the right to use the Physical Cards, the Cardholder Accounts and all Services Royal Bank provides under these Commercial Card Program Service Materials, until the excess is paid in full.

Royal Bank may revoke or suspend a Cardholder's right to use their Physical Card and the Cardholder Account at any time without prior notice to the Relevant Party. A Cardholder must give up the Physical Card to the Customer or to Royal Bank at the request of either the Customer or Royal Bank.

#### **b. Applicable to VPA Accounts and Virtual Card Numbers**

The Customer may close a VPA Account at any time by calling Royal Bank. Except as otherwise set out in these Commercial Card Program Service Materials, the Customer is liable to Royal Bank for all Debt resulting from the generation of Virtual Card Numbers from such VPA Account, until closure of the VPA Account.

If the Debt owing on an Account exceeds the Account Credit Limit, Royal Bank may suspend the right to generate Virtual Card Numbers, and to use the VPA Account(s) and all Services Royal Bank provides under these Commercial Card Program Service Materials, until the excess is paid in full.

Royal Bank may revoke or suspend a VPA User's right to use the VPA Account and to generate Virtual Card Numbers at any time without prior notice to the Relevant Party.

### **12.6. No use of Cards after termination of the Commercial Card Program Service Materials**

Cardholders must not use their Physical Card and VPA Users must not generate Virtual Card Numbers after the termination of these Commercial Card Program Service Materials. If anything is charged to a Cardholder Account or a VPA Account after the termination of these Commercial Card Program Service Materials, the Customer is still responsible for, and must pay the Debt on such Cardholder Account or VPA Account.

### **12.7. Credit and Refunds**

If a store, merchant or Supplier issues a credit or otherwise gives a refund to a Cardholder or a VPA User, Royal Bank will reduce the balance of the Cardholder Account or the VPA Account by the amount of the credit or refund. However, if interest and/or Fees have been charged as a result of the transaction, Royal Bank will not refund the interest and/or the Fees.

### **12.8. Problems With a Purchase**

Royal Bank is not responsible for any problem a Cardholder or a VPA User has with any Purchase. If the Cardholder has a problem with anything purchased using their Physical Card or Physical Card Information, or if a VPA User has a problem with anything purchased with a Virtual Card Number, the Customer must still pay all Debt as required by these Commercial Card Program Service Materials. The Relevant Party must settle the problem or dispute directly with the store, merchant or Supplier.

In some circumstances, Royal Bank may be able to help the Relevant Party resolve disputed transactions. If the Relevant Party wishes to discuss a dispute, it will contact Royal Bank using the contact information indicated on the Account Statement.

Royal Bank is not responsible if, at any time, a merchant or a Supplier does not honor a Physical Card or a Virtual Card Number, or for any other problem or dispute the Relevant Party may have with a merchant or a Supplier.

### **12.9. Personal Authentication Information for Physical Cards, Security Questions and Answers for Virtual Card Numbers, and Other Security Devices**

#### **a. Applicable to Cardholder Accounts and Physical Cards**

Royal Bank will provide each Cardholder with the ability to select a PIN for their Physical Card, and include instructions on how to select and change it in the documentation accompanying the Physical Card. Royal Bank will treat the PIN as the Cardholder's authorization whenever it is used with the Physical Card. Any transaction made using the Physical Card with the PIN, including certain types of Cash Advances, will have the same legal effect as if the Cardholder signed a sales draft.

Protecting the security of Cardholder Accounts and Physical Cards is important. Each Cardholder must protect (i) the security of their Cardholder Account by keeping their Physical Card Information confidential and secure at all times, and (ii) the security of their Physical Card by keeping their Personal Authentication Information confidential, secure, and separate from their Physical Card at all times. Cardholders must select Personal Authentication Information which cannot be easily guessed. A combination selected from their name, date of birth, telephone numbers, address or social insurance numbers must not be used for Personal Authentication Information.

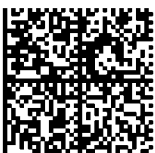
No one but the Cardholder is permitted to know or use their Personal Authentication Information, nor any other Security Devices which may be used or required for Internet transactions or other transaction types. Each Cardholder must keep these Security Devices confidential and separate from their Physical Card as well.

In addition to what is set out in these Commercial Card Program Service Materials, Royal Bank may from time to time instruct Cardholders to take additional steps to safeguard their Cardholder Account, Physical Card Information and Personal Authentication Information.

#### **b. Applicable to VPA Accounts and Virtual Card Numbers**

Royal Bank will provide each VPA User with the ability to manage Supplier profiles within Visa Payables Automation and to select and manage Security Questions and Answers to enable Suppliers to access and obtain Virtual Card Numbers, after such Virtual Card Numbers have been generated from the VPA Account by the VPA User. The Security Questions and Answers will be known to the VPA User and each respective Supplier.

Royal Bank will treat a VPA User's selection and use of Security Questions and Answers as the VPA User's authorization for a Supplier to



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access and obtain Virtual Card Numbers.

Protecting the security of VPA Accounts is important. Each VPA User must protect the security of the VPA Account by keeping the Security Questions and Answers and Virtual Card Numbers confidential, secure and separate from the VPA Account at all times.

No one but the VPA User and the Supplier are permitted to know the Virtual Card Numbers and respective Security Questions and Answers. No one but the VPA User is permitted to know any other Security Devices. Each VPA User must keep these Security Devices confidential and separate from the VPA Account as well.

In addition to what is set out in these Commercial Card Program Service Materials, Royal Bank may from time to time instruct VPA Users to take additional steps to safeguard the VPA Account and Virtual Card Numbers.

### 13. Unauthorized Transactions

#### 13.1. Lost, Stolen, Unreceived or Intercepted Cards

##### a. Applicable to Physical Cards

If (i) a Physical Card is lost, stolen or has never been received by the Cardholder after it has been requested by the Customer or the Cardholder, (ii) the Cardholder suspects that their Physical Card is missing, or (iii) the Cardholder suspects that someone else may know their Personal Authentication Information or other Security Devices, the Cardholder must inform Royal Bank immediately.

If a Program Administrator or the Cardholder suspects that the Physical Card or the Physical Card Information is being used by a Person other than the Cardholder, the Program Administrator or the Cardholder must inform Royal Bank immediately.

Once any of the above events has been reported to Royal Bank, Royal Bank will be able to prevent the use of the Physical Card, Physical Card Information and Personal Authentication Information and the Customer will not be liable for any unauthorized use following the receipt of such report.

Also, if Royal Bank suspects unauthorized or fraudulent use of a Physical Card or the associated Physical Card Information, Royal Bank may block the Physical Card and prevent the use of the associated Physical Card Information without prior notice to the Cardholder.

##### b. Applicable to Virtual Card Numbers

If (i) a Virtual Card Number is lost, stolen or has never been received by the Supplier after it has been generated by the VPA User, (ii) the VPA User suspects that the Virtual Card Number has been intercepted and/or is being used by a Person other than the Supplier, or (iii) the VPA User suspects that someone else may know the VPA User's Security Questions and Answers (other than the relevant Supplier) or other Security Devices, the VPA User must cancel the Virtual Card Number in Visa Payables Automation immediately, and inform Royal Bank as soon as possible.

Also, if Royal Bank suspects fraudulent use of a VPA Account or the unauthorized generation of Virtual Card Numbers, Royal Bank may cancel or block the Virtual Card Number and prevent its use without prior notice to the VPA User.

Once the Virtual Card Number has been cancelled or blocked, the Customer will not be liable for any unauthorized use following such cancellation or blockage.

### 13.2. Fraudulent Transactions with a Card

#### a. Applicable to Physical Cards

For the purposes of this provision, "unauthorized use" of a Physical Card, Physical Card Information and/or Personal Authentication Information means use by a Person, other than the Cardholder, who does not have actual, implied or apparent authority for such use, and which does not benefit the Customer nor the Cardholder.

If a Physical Card, Physical Card Information and/or Personal Authentication Information is used in an unauthorized manner, the Customer will not be liable for those unauthorized charges provided that (i) the Cardholder is able to establish, to the reasonable satisfaction of Royal Bank, that the Cardholder has taken reasonable steps to protect their Physical Card against lost or theft and to safeguard their Physical Card Information and/or Personal Authentication Information in the manner set out in the Agreement, including these Commercial Card Program Service Materials, or as Royal Bank may otherwise advise Cardholders from time to time; and (ii) the Cardholder fully cooperates with Royal Bank's investigation.

However, the Customer will remain fully liable for all Debt incurred in connection with an unauthorized use of the Physical Card or the Physical Card Information if (i) the Cardholder contributed to the unauthorized or fraudulent use of the Physical Card or the Physical Card Information, or otherwise permitted access to the Cardholder Account, (ii) the Cardholder voluntarily disclosed their Personal Authentication Information or other Security Devices, (iii) the Cardholder failed to inform Royal Bank promptly that their Physical Card has been lost, stolen or remained unreceived, that the Cardholder suspected that their Physical Card was missing, or that the Cardholder suspected that someone else may have known their Personal Authentication Information or other Security Devices, (iv) the Program Administrator or the Cardholder failed to inform Royal Bank promptly that they suspected that the Physical Card or the Physical Card Information was being used by a Person other than the Cardholder, or (v) the Cardholder allowed any other Person to use their Physical Card or their Physical Card Information.

#### b. Applicable to Virtual Card Numbers

For the purposes of this provision, "unauthorized generation or use" of a Virtual Card Number means generation of a Virtual Card Number by a Person, other than the VPA User, or use of a Virtual Card Number by a Person other than the Supplier to whom a Virtual Card Number has been issued, who does not have actual, implied or apparent authority for such generation or use, and which does not benefit the Customer, the VPA User or the Supplier.

If a VPA Account is used in an unauthorized manner, such as if someone generates or uses a Virtual Card Number to make unauthorized Purchases or otherwise obtain the benefits of a Virtual Card Number or the VPA Account, the Customer will not be liable for those unauthorized Purchases provided that (i) the VPA User is able to establish, to the reasonable satisfaction of Royal Bank, that the VPA User has taken reasonable steps to protect the VPA Account and the Virtual Card Number(s) against unauthorized generation or use and to safeguard the Security Questions and Answers and other Security Devices in the manner set out in the Agreement, including these Commercial Card Program Service Materials, or as Royal Bank may otherwise advise VPA Users from time to time; and (ii) the VPA User fully cooperates with Royal Bank's investigation.

However, the Customer will remain fully liable for all Debt incurred in connection with an unauthorized generation or use of a Virtual Card Number if the VPA User (i) contributed to the unauthorized or fraudulent generation or use of the Virtual Card Number, or otherwise permitted access to the VPA Account, (ii) voluntarily disclosed the Security Questions and Answers (other than to the relevant Supplier) or other



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Security Devices, (iii) failed to cancel the Virtual Card Number or to inform Royal Bank promptly after suspecting that the Virtual Card Number has been lost or stolen, or that it remained unreceived by the Supplier, (iv) failed to cancel the Virtual Card Number or to inform Royal Bank promptly after suspecting that the Virtual Card Number has been intercepted and/or was being used by a Person other than the Supplier, or after suspecting that someone else may have known the VPA User's Security Questions and Answers (other than the relevant Supplier) or other Security Devices, or (vi) allowed any other Person to generate or use the Virtual Card Number.

### 13.3. Unauthorized Charges by Cardholders

The Customer may request Royal Bank to waive, in accordance with the Liability Waiver Program, the Customer's liability for certain Unauthorized Charges posted to a Cardholder Account by a Cardholder, as set out in the Liability Waiver Program Description.

Notwithstanding the foregoing, the Customer understands that if Individual Billing has been selected, any payments made by cheque to a Cardholder Account by a Cardholder, followed by a withdrawal by the Cardholder before such cheque gets refused by the Cardholder's financial institution, are not covered by the Liability Waiver Program.

The Customer will abide by the provisions of the Liability Waiver Program Description, in effect from time to time.

For clarity, the Liability Waiver Program is not available for VPA Accounts and VPA Users.

## 14. Loyalty Programs

### 14.1. RBC Rewards Program

If the Commercial Card Product earns RBC Rewards points, which can be redeemed for merchandise, travel and other rewards, the Customer acknowledges that the Relevant Party's participation in the "RBC Rewards program" is subject to the RBC Rewards Terms and Conditions, which are available for review at [www.rbc rewards.com](http://www.rbc rewards.com). Paper copies are available upon request by contacting Royal Bank using the contact information indicated on the Account Statements.

### 14.2. RBC Cash Back Program

If the Commercial Card Product earns the Customer a certain percentage of the total amount of eligible net Purchases charged to the Customer Account annually, the Customer acknowledges that the Customer's participation in the "Cash Back program" is subject to the RBC Cash Back Terms and Conditions, which are available for review at <http://www.rbcroyalbank.com/credit-cards/documentation.html>. Paper copies are available upon request by contacting Royal Bank using the contact information indicated on the Account Statements.

## 15. Amendments

### 15.1. Amendments to the Commercial Card Program Service Materials by Royal Bank

Royal Bank may amend, supplement, restate, or otherwise change these Commercial Card Program Service Materials at any time. If Royal Bank does make a change that it considers to be a material change, in its absolute discretion, such as changing the Interest Rates or the Fees applicable to the Commercial Card Products, Royal Bank will notify the Customer at least thirty (30) days before the change takes effect, by giving the Customer notice of the change(s) in any one or more of the following way(s): by (a) posting a notice in the "Announcement" section of RBC NextLogic, (b) sending the Customer a notice by mail; (c) adding a message on the Account Statement(s); (d) posting a notice in all of Royal Bank's branches; (e) displaying a notice at Royal Bank's ATMs; or (f)

posting a notice on Royal Bank's website and/or digital channels. If Royal Bank sends the Customer a notice by mail, it will be directed to the Customer's address last appearing on our records and such notice will be deemed sufficient for the Customer, Cardholders and VPA Users.

If any affected Service is used or any Debt remains unpaid after the effective date of a change, it will mean that the Customer is deemed to have agreed and consented to the change. If any change is not acceptable to the Customer, the Customer must immediately stop using the affected Services and contact Royal Bank for assistance.

The Customer agrees to be bound by the latest version of these Commercial Card Program Service Materials made available from time to time on Royal Bank's website, or otherwise provided to the Customer. The Customer agrees to regularly review these, and to review any notice of change outlined above.

### 15.2. Amendments to the Services by Royal Bank

Royal Bank may add, remove, or change any part or feature of the Commercial Card Products, RBC NextLogic and the RBC NextLogic Services without providing prior notice to the Customer.

### 15.3. Amendments to the Commercial Card Program

At the time the Commercial Card Program is established or shortly after, the Customer is required to make various decisions and selections with respect to the administration, management and maintenance of the Commercial Card Program. Except as otherwise set out in these Commercial Card Program Service Materials, should the Customer make any change to these initial decisions and selections in the future, or should the Card Facility Credit Limit (or the Total Credit Limit, when applicable) change from time to time, the Customer won't have to re-sign these Commercial Card Program Service Materials. Instead, Royal Bank will send a notice to the Customer confirming such change(s) to the Customer's Accounts.

## 16. Termination of the Commercial Card Program Service Materials

In addition to any other rights to terminate the Agreement or Services set forth in the Legal Terms and Conditions, Royal Bank or the Customer may terminate the Commercial Card Program and these Commercial Card Program Service Materials, at any time, by giving the other a written notice at least sixty (60) days prior to the effective date of termination, or as otherwise mutually agreed to in writing by the parties. For greater certainty, termination of the Commercial Card Program and these Commercial Card Program Service Materials will result in termination of all related Services, including all Cards and RBC NextLogic Services.

## 17. Miscellaneous

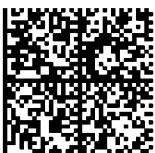
### 17.1. Delivery of Documents

Any Document, including any disclosure and Account Statements, may be delivered using one or more means of communication, which may include: (a) delivery in paper form, or (b) delivery in electronic form using any Electronic Channel, including posting on RBC NextLogic or on Royal Bank's website.

### 17.2. Electronic Documents and Consent

The Customer designates RBC NextLogic as its preferred and designated information system with respect to the Commercial Card Program, and consents to the provision by Royal Bank, and receipt by the Customer, of any Document through that Electronic Channel.

In certain circumstances, Royal Bank may also provide any Document through "Online Banking Message Centre", RBC Express, "Online Banking", facsimile (at the facsimile number provided by the Customer),



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or electronic mail (at the e-mail address provided by the Customer), in addition to providing them through RBC NextLogic.

The Customer recognizes that: (a) the Customer may revoke its consent under this provision at any time, in whole or in part if the option to partially revoke is provided by Royal Bank; (b) the Customer is responsible for informing Royal Bank of any changes to a designated information system where Royal Bank is in a position to accept such instructions at Royal Bank's discretion, and of any changes to the contact information related to any designated information system; (c) any Document will be held in accordance with Royal Bank's enterprise record retention policy, and will be made available to the Customer during the applicable retention period; (d) the Customer is responsible for retaining a copy of each Document; and (e) this consent takes effect immediately. Royal Bank may provide the Customer with any Document in paper form if Royal Bank deems appropriate, or if Royal Bank is unable to provide the Document in electronic form through the Electronic Channels at the above-noted designated information systems. The Customer is responsible for accessing the designated information system on at least a monthly basis, if applicable, in order to check for any notices provided pursuant to this section.

### 17.3. Transfer of Rights

Royal Bank may, at any time, sell, transfer or assign any or all of Royal Bank's rights under these Commercial Card Program Service Materials. If Royal Bank does so, Royal Bank can share information concerning any Account with prospective purchasers, transferees or assignees. In such case, Royal Bank will ensure that they are bound to respect the Relevant Party's privacy rights in the same way that Royal Bank is.

### 17.4. Limitations on Liability of Royal Bank

In addition to the limitations set forth in the Legal Terms and Conditions, Royal Bank tries to ensure that the Physical Cards, Physical Card Information and Virtual Card Numbers are accepted when presented. However, Royal Bank is not liable to the Relevant Party for any Losses, including special, indirect or consequential damages, that may result if, for any reason, (a) a Physical Card, Physical Card Information or Virtual Card Number is not accepted, (b) a Cardholder is unable to access the Cardholder Account, (c) a VPA User is unable to access the VPA Account, or (d) the Customer is unable to access the Customer Account or Finance Office Account.

### 17.5. Complete Agreement and No Waiver

This Agreement constitutes the complete agreement between the

Customer and Royal Bank with respect to the Commercial Card Program, the Account(s), the Card(s), and the related Services.

No failure on the part of the Customer to exercise, and no delay by Royal Bank in exercising, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise by Royal Bank of any right under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, by Royal Bank under this Agreement.

### 17.6. How to Contact Royal Bank

If the Relevant Party needs help or has questions about an Account, RBC NextLogic or the RBC NextLogic Services, the Relevant Party may visit [www.rbc.com/corporatecardservices](http://www.rbc.com/corporatecardservices) or contact Royal Bank during regular business hours, using the contact information indicated on Account Statements.

### 17.7. Complaints

If the Customer has a complaint, the Customer may call Royal Bank toll-free at 1-800-769-2511 at any time, contact us at Client Care Centre: Royal Bank Plaza, PO Box 1, Toronto, ON, M5J 2J5, or visit us at any Royal Bank branch during business hours. Royal Bank's complaint resolution process is explained in the brochure "How to Make a Complaint". The Customer may obtain a copy of this brochure at any Royal Bank branches, by calling the toll-free number indicated above, or online at [www.rbc.com/customer-care](http://www.rbc.com/customer-care).

The Financial Consumer Agency of Canada (FCAC) supervises all federally regulated financial institutions for compliance with federal consumer protection laws. While the FCAC does not resolve individual customer complaints, if the Customer believes that its complaint relates to a violation of a federal consumer protection law, the Customer may submit its complaint to: Financial Consumer Agency of Canada, Enterprise Building, 6th Floor, 427 Laurier Avenue West, Ottawa, ON K1R 1B9. Telephone: 1-866-461-3222, [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca).

### 18. Authorization and Execution

If more than one Authorized Person is signing below, each one of them confirms having the power and authority to sign these Commercial Card Program Service Materials on behalf of the Customer and to legally bind the Customer.

If only one Authorized Person is signing below, such Authorized Person confirms having the power and authority to sign these Commercial Card Program Service Materials on behalf of the Customer and to legally bind the Customer, in each case, acting alone.

## Client Acknowledgment

By signing these Commercial Card Program Service Materials, the Customer confirms that the Customer (a) has read these Commercial Card Program Service Materials, (b) agrees to and accept all of their terms, (c) consents to being provided with the Account(s) and the Card(s), (d) is requesting the benefits and services that are automatically provided with the Commercial Card Product(s), (e) is bound by these Commercial Card Program Service Materials, and (f) acknowledges the credit limits set out above, as of: **September 7, 2023**.

### AISHKA EXPRESS 2016 INC.

Authorized Person's Signature  
e-Signed by Puvanenthiran Jeyabalasingam  
on 2023-09-15 18:37:11 GMT

Name: PUVANENTHIRAN JEYABALASINGAM

Title: Owner, Director, Signing Officer

Date: 2023-09-15  
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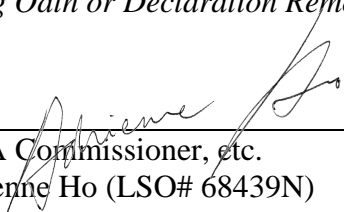
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This is Exhibit "F" referred to in the Affidavit of Jan Oros  
sworn before me at the City of Toronto, in the Province of Ontario  
this 9<sup>th</sup> day of August, 2024 in accordance with O. Reg. 431/20  
*Administering Oath or Declaration Remotely*



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A Commissioner, etc.  
Adrienne Ho (LSO# 68439N)



# Leasing Schedule

(Common Law)

Lessee # 336752027 Lease # 201000049070

Royal Bank of Canada, as Lessor, hereby leases to AISHKA EXPRESS 2016 INC. as Lessee, the Equipment hereinafter described, in consideration of rental and for the term hereinafter set forth, the whole pursuant to and subject to the terms and conditions set forth in the Master Leasing Agreement entered into between the Lessor and the Lessee as of August 1, 2019

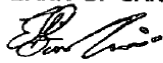
1. Equipment	Quantity	Make and Description	Model Number	Serial Number
		Pallet manufacturing equipment and all attachment and accessories		
		PALLET SYSTEM		
		Pallet Chief IV Nailer, Lumber RACK		
		Lumber RACK		
		Toyota Forklift Model 7FGCU15		67169
All Equipment, goods and services as further listed on the equipment schedule A attached hereto, including all attachments, additions, replacements and substitutions.				
2. Term	Term (in months)			60
	Commencement Date of Term			May 7, 2021
	Termination Date of Term			May 7, 2026
3. Rental	Rental Installment, payable Monthly, in advance			\$7,575.09
	GST/HST, if any			\$984.76
	PST/QST, if any			\$0.00
	Total Monthly Rental Installment			\$8,559.85
	Other Charges (plus applicable taxes)			\$1,000.00
4. Option to Purchase	Option to Purchase Date			Purchase Price
	May 6, 2026			\$1.00
5. Place of Use	2050 ELLESMERE ROAD UNIT 4-7 SCARBOROUGH Ontario M1H 3A9			
6. Equipment Acceptance Certificate	The Lessee hereby certifies that all the equipment identified above in Section (1) of this Leasing Schedule has been received in good condition as ordered and has been assembled, installed, tested, etc., applicable, and is operating in accordance with the manufacturers' specification. Lessee has made or caused to be made all such tests and inspections of the Equipment, as they have reasonably deemed necessary to satisfy themselves as to the foregoing. Without prejudice to the Lessee's rights against manufacturers, suppliers or other, the Lessee hereby releases and discharges the Lessor from any and all actions, causes of actions, claims, demands, rights, defences, setoffs, abatements and compensation now or hereinafter arising out of or in relation to the Equipment, or, without limitation, any latent defect therein.			

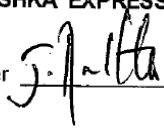
The Lessee covenants and agrees with the Lessor that the Lessee is not entering into, and will not otherwise direct, administer or operate, this Leasing Schedule for the benefit or on behalf of any Person other than the Lessee. "Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association and any other incorporated or unincorporated entity.

The parties hereto have each executed this Leasing Schedule on the respective dates set forth below and this schedule is deemed to have been executed on the later of such dates. All appendices, if any, attached to this schedule form part of the Leasing Schedule.

ROYAL BANK OF CANADA

AISHKA EXPRESS 2016 INC.

per   
Eugene Basolini  
Head, Equipment Finance Solution Centre

per 

per \_\_\_\_\_

date June 15 2021

## Equipment Schedule A

This is the Equipment Schedule attached to and forming part of Lease No. 336752027-201000049070 (the "Lease") between AISHKA EXPRESS 2016 INC. as Lessee and Royal Bank of Canada as Lessor.

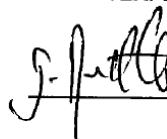
Vendor	Invoice Date	Invoice #	Equipment Cost
PALLET REPAIR SYSTEMS, INC.	02/04/2002	49980,49952	\$497.16
Pallet Chief MFG	06/11/2019	10237	\$151,284.15
PALLET REPAIR SYSTEMS, INC.	07/30/2019	48625 ( 60% )	\$75,156.21
PALLET REPAIR SYSTEMS, INC.	07/30/2019	48625 (10%) FINAL	\$12,870.97
PALLET REPAIR SYSTEMS, INC.	07/30/2019	48625 ( 30 % )	\$37,703.97
DANNY KRSTINOVSKI	01/16/2020	00696	\$11,000.00
DANNY KRSTINOVSKI	02/06/2020	00710	\$14,800.00
PALLET REPAIR SYSTEMS, INC.	02/28/2020	49384,49626	\$10,248.70
Pallet Chief MFG	07/02/2020	11450	\$829.50
PALLET REPAIR SYSTEMS, INC.	07/09/2020	49813	\$31,950.90
Liquon Song O/A Vic's Forklift Service Center	08/25/2020	662507	\$10,300.00
DANNY KRSTINOVSKI	09/09/2020	00731	\$2,495.00
2193500 Ontario Inc.	09/10/2020	2019-006,2019-004,2019-007	\$20,218.00
DANNY KRSTINOVSKI	09/18/2020	00736	\$3,728.00
2193500 Ontario Inc.	09/22/2020	2019-0334	\$12,566.00
PALLET REPAIR SYSTEMS, INC.	11/06/2020	50204,50124,50235	\$9,091.49
PALLET REPAIR SYSTEMS, INC.	11/18/2020	50448, 50505, 50531, 50506	\$5,132.70

Initialed by  
Royal Bank of Canada:



Eugene Basolini  
Head, Equipment Finance Solution Centre

Initialed by  
AISHKA EXPRESS 2016 INC.





## Rental Statement

**AISHKA EXPRESS 2016 INC.**  
2050 ELLESMERE ROAD UNIT 4-7  
SCARBOROUGH, Ontario  
M1H 3A9

**PLEASE REMIT PAYMENT TO:**  
Royal Bank of Canada  
Leasing Division  
5575 North Service Rd, Suite 300  
Burlington, Ontario  
L7L 6M1

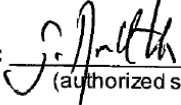
Lease Number	Net Equipment Cost	Rental Factor
<b>336752027 - 201000049070</b>	<b>\$409,872.75</b>	<b>0.01848</b>
RENTAL		\$7,575.09
GST/HST *		\$984.76
PST/QST *		\$0.00
SUB TOTAL		<u>\$8,559.85</u>
ADMINISTRATION FEE		\$1,000.00
GST/HST *		\$130.00
PST/QST *		\$0.00
SUB TOTAL		<u>\$1,130.00</u>
<b>TOTAL DUE ON May 7, 2021 (to be debited from your account)</b>		<u><b>\$9,689.85</b></u>

*\*Taxes are calculated based on equipment location*

This is the only notice of payment that will be sent to you. Your subsequent payments of **\$8,559.85** will be debited from your account on the **7th** of each month starting **June 7, 2021** unless alternative arrangements are made with the bank.

We thank you for this opportunity to provide you with our leasing service.

**AISHKA EXPRESS 2016 INC.**

Per:   
(authorized signatory and title)

Per: \_\_\_\_\_  
(authorized signatory and title)

GST/HST/PST/QST NO. 105248165 RT0001

Rev 03/2019

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## Corporate Payments Service Agreement (Lease Agreement)

CUSTOMER NAME: AISHKA EXPRESS 2016 INC.  
ADDRESS: 2050 ELLESMERE ROAD UNIT 4-7  
CITY: SCARBOROUGH PROVINCE: Ontario POSTAL CODE: M1H 3A9

The purpose of the Corporate Payment Service Agreement between AISHKA EXPRESS 2016 INC. ("Payor") and Royal Bank of Canada "Royal Bank" is to facilitate the transfer of funds from the Payor to Royal Bank as payee under the following terms and conditions:

The Payor hereby authorizes Royal Bank to draw on the Payor's business account for the purpose of making lease payments, fees and/or charges as more fully described under Lease Number 336752027 - 201000049070 ("Lease") between Payor and Royal Bank. Debits processed by Royal Bank in paper, electronic or other form, may vary in dollar amount as more fully described on the aforementioned Lease and be processed at any time and from time to time beginning May 7, 2021. The Payor authorizes Royal Bank to adjust the debits from time to time with either verbal or written instructions, thereby agreeing to waive advance notice.

Details of the account upon which Royal Bank is authorized to draw are indicated below, and a specimen cheque for this account marked "VOID" is attached to this Agreement:

Name of Payor's Financial Institution	ROYAL BANK OF CANADA
Branch Address	
City, Province, Postal Code	
Transit Number of Financial Institution and Branch	03252 003
Account Number	1018126

The Payor hereby warrants that all persons whose signatures are required to sign on this account have signed this Agreement below and that all persons executing this Agreement are duly authorized signing officers of the Payor and are empowered to enter into this Agreement.

The Payor and Royal Bank agree that the authorization provided by this Agreement will remain in full force and effect until the Payor delivers written notice of revocation to Royal Bank. The Payor may revoke this authorization at any time, subject to providing Royal Bank with 30 days notice in writing. The Payor may obtain a sample cancellation form, or further information on the right to cancel this agreement by contacting the Payor's financial institution or by visiting [www.rbc.com](http://www.rbc.com). Revocation of this authorization does not terminate any contract for products/services that exists between the Payor and Royal Bank. This Agreement applies only to the method of payment and does not otherwise have any bearing on the contract for products/services exchanged.

The Payor has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. To obtain more information on your recourse rights, contact your financial institution or visit [www.rbc.com](http://www.rbc.com).

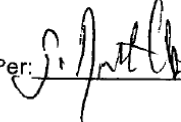
Royal Bank will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Payor or of a representative of the Payor as being authorized, valid and binding on the Lessee, even if the signature was not, in fact, signed by the Lessee or its representative. The Payor will keep the originals of all documents and instructions transmitted to Royal Bank by facsimile, including the application for this agreement if it was previously transmitted by facsimile to Royal Bank, and will produce them to Royal Bank upon request. Royal Bank and the Lessee agree that a copy of a document transmitted by fax shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule.

Dated the 15 day of June, 2021

### ROYAL BANK OF CANADA

Per:   
Eugene Basolini  
Head, Equipment Finance Solution Centre

### AISHKA EXPRESS 2016 INC.

Per:   
Per: \_\_\_\_\_

Royal Bank of Canada  
5575 North Service Rd., Suite 300  
Burlington, ON L7L 6M1  
Tel: 1-866-876-3672

Lessee No.	Lease No.	Rental Amount	GST/HST (if applicable)	PST/QST (if applicable)	Total Charges (including taxes)
336752027	201000049070	\$7,575.09	\$984.76	\$0.00	\$8,559.85

Goods & Services Tax No: 105 248 165  
Revision (04/16)



## Amending Agreement (PPSA)

THIS AGREEMENT made the 22<sup>nd</sup> day of June, 2021

BETWEEN:

Aishka Express 2016 Inc. ("Lessee"),

-and-

Royal Bank of Canada ("Royal Bank"),

WHEREAS:

Royal Bank and the Lessee entered into the following Equipment Lease or Leasing Schedule, hereinafter referred to as the "Lease"

**336752027-201000061951 dated May 7, 2021**

IN CONSIDERATION OF the premises and the sum of ONE DOLLAR (\$1.00) paid by the Lessee to Royal Bank (the receipt and sufficiency of which is acknowledged) the parties agree as follows:

1. The New Lease number assigned below is to replace your Current Lease numbers. Going forward the New Lease number will be the lease number that will be referenced on your lease documents.

Current Lease#

New Lease#

201000049070

201000061951

Royal Bank will be entitled to rely on any signature appearing on a facsimile transmission that purports to be a signature of the Lessee or of a representative of the Lessee as being authorized, valid and binding on the Lessee, even if the signature was not, signed by the Lessee or its representative. The Lessee will keep the originals of all documents and instructions transmitted to Royal Bank by facsimile, including the application for this Amending Agreement if it was previously transmitted by facsimile to Royal Bank, and will produce them to Royal Bank upon request. Royal Bank and the Lessee agree that a copy of a document transmitted by fax shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule.

IN ALL OTHER RESPECTS the provisions of the Lease are hereby ratified and confirmed.

**Royal Bank of Canada**

A handwritten signature in black ink, appearing to read "Eugene Basolini".

Eugene Basolini  
Head, Equipment Finance Solution Centre





Royal Bank of Canada  
**Master Lease Agreement**  
(Common Law)  
Lessee No.: 336752027

This Master Lease Agreement (the "Master Lease Agreement") made as of the 1st day of August, 2019 between

**ROYAL BANK OF CANADA** ("Lessor")

and

**AISHKA EXPRESS 2016 INC.** ("Lessee")

Address:  
5575 North Service Rd,  
Suite 300,  
Burlington, Ontario  
L7L 6M1

Address:  
2050 ELLESMERE ROAD UNIT 4-7  
SCARBOROUGH, Ontario  
M1H 3A9

Lessor and Lessee agree as follows:

**1. Leasing of Equipment**

- 1.1 Lessor may, from time to time, at its option, on the request of Lessee, acquire equipment for leasing to Lessee pursuant to the terms of this Lease Agreement and the relevant supplemental agreement ("Leasing Schedule"). Equipment which is acquired for leasing to Lessee and which is described in a Leasing Schedule is referred to in this Lease Agreement as the "Equipment".
- 1.2 Neither Lessor, nor Lessee on behalf of Lessor, will order or acquire any Equipment unless Lessee has executed such documents and agreements as Lessor may require. Lessee will advise Lessor promptly of any Equipment ordered or acquired by Lessee on behalf of Lessor.
- 1.3 Lessee will provide Lessor with a copy of the invoice for each item of Equipment. If Lessee has purchased the Equipment on behalf of Lessor, Lessee shall cause the purchase invoice to be addressed to Lessor. Payment will be made by Lessor to the seller directly.
- 1.4 Lessee shall conduct such acceptance testing of any Equipment as may be appropriate in the circumstances, and promptly upon successful completion of that acceptance testing shall sign the relevant Leasing Schedule for the Equipment, and return one executed Leasing Schedule to Lessor.
- 1.5 Lessor shall have no responsibility under any purchase order or any purchase or license agreement or any Leasing Schedule if Lessee does not accept the Equipment and sign and deliver to Lessor the Leasing Schedule(s) and acceptance certificate for that Equipment. Any agreement with the seller of the Equipment will include a provision to this effect.
- 1.6 Each Leasing Schedule shall constitute a separate lease (each, a "Lease") of the Equipment described in the Leasing Schedule but incorporating the terms of this Lease Agreement. In the event of a conflict between the terms of this Lease Agreement and any Leasing Schedule with respect to any Lease, the terms of the Leasing Schedule shall govern.
- 1.7 Terms not otherwise defined herein shall have the same meaning ascribed under the Leasing Schedule.

**2. Payment of Equipment Cost**

- 2.1 Lessor will pay the agreed cost to be funded by Lessor for the Equipment as set out in the Leasing Schedule on the later of: (i) the due date for payment, and (ii) delivery of the signed Leasing Schedule.

**3. Rental**

- 3.1 Lessee shall pay to Lessor the rental payable, as set out in the relevant Leasing Schedule. The Total Monthly Rental Installments set out in each Leasing Schedule is referred to in

this Lease Agreement as an "Installment". The first Installment is payable on the Commencement Date of the Term and the last of such Installments is payable on the Termination Date of Term, all as set out in the relevant Leasing Schedule.

**4. Rent Payment**

- 4.1 Each Installment shall be paid at the office of Lessor, at the address set out on page 1 of this Lease Agreement, or at such other place in Canada as Lessor may from time to time designate by notice.

**5. Ownership**

- 5.1 Title to, ownership of, and property in, the Equipment shall at all times be and remain solely and exclusively in Lessor, subject only to the rights of Lessee to use the Equipment pursuant to the provisions of this Lease, and to purchase the same pursuant to any option granted in the relevant Leasing Schedule. Lessor may require plates or markings to be affixed or placed at the sole cost of Lessee on each item of Equipment indicating Lessor as owner.
- 5.2 The Equipment shall be located and used at the address of Lessee or the location shown under the heading "Equipment Location" of the applicable Leasing Schedule, and shall not be removed from that location without the written consent of Lessor. In the event that the location of the Equipment is changed, Lessee will give to Lessor notice of the new location not later than five (5) days after the change.

**6. Personal Property**

- 6.1 Notwithstanding any purposes for which the Equipment may be used or that it may become in any manner affixed or attached to or embedded in or permanently rested upon land or any structure thereon, it shall remain moveable personal property, and subject to all of the rights of Lessor under the Lease to which it is subject.
- 6.2 Lessee agrees to use all reasonable commercial efforts to obtain a waiver, if required by and in a form satisfactory to Lessor, from any landlord, mortgagee, hypothecary creditor or other encumbrancers or any person having any interest in the land or structure referred to in Section 6.1 hereof consenting to this Lease Agreement and any relevant Leasing Schedule, and to the exercise by Lessor of its rights thereunder and hereunder and declaring that such encumbrances do not affect the Equipment.
- 6.3 Solely for the purpose of, and to the extent reasonably necessary to protect the interest of Lessor as to its title and first priority interest in the Equipment, and without election or admission that this Agreement or any Leasing Schedule is a finance lease, Lessee grants a security interest in any interest of Lessee in the Equipment to Lessor.

**7. Licence**

- 7.1 Lessee agrees that Lessor:

Rev 11/2018

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- (a) may at any time and from time to time, if an Event of Default (s.18) has occurred and is continuing, enter upon any lands and premises where any Equipment is located with all such force as may be reasonably required, to dismantle, detach and remove the Equipment or render it unusable;
- (b) shall not be liable for any damage done to those lands or premises in exercising those rights, save only such damage as may be caused by the gross negligence or willful act of Lessor or its agents or servants; and
- (c) may, at its election, register, by way of caveat or otherwise, against those lands and premises of its rights under the Lease.

#### 8. Exclusion of Representations and Warranties

- 8.1 Lessee acknowledges that the Equipment will be personally chosen and selected by Lessee without any reliance whatsoever on Lessor, and that it will be of a make, size, design and capacity specified by Lessee for the purpose intended by Lessee.
- 8.2 Lessee confirms that Lessor does not make or give any representation or warranty, express or implied, as to the Equipment, its condition, fitness or suitability for any particular use intended by Lessee.
- 8.3 Lessee shall bear the risk of any theft, loss or destruction of or damage to any item of Equipment. Lessee acknowledges that none of these events will in any way affect its obligations, which will continue in full force and effect, except to the extent of any proceeds of any insurance maintained by Lessee that are actually received by Lessor.
- 8.4 Lessee shall not exert or claim against Lessor any defense, write-off, set-off, claim or counterclaim to which Lessee may be entitled against any supplier of Equipment, and no such right shall affect Lessee's obligations under any Lease.

#### 9. Maintenance and Use

- 9.1 Lessee will, at its own expense:
  - (a) keep the Equipment in good operating condition and repair including, without limitation, the repair of any damage to the Equipment, whatever the cost, except for the repair of ordinary wear and tear, provided that Lessee will repair ordinary wear and tear if such repair is required to maintain the Equipment in good operating condition and repair; and
  - (b) comply in all respects with all recommendations, or requirements of the supplier(s) or manufacturer(s) regarding the Equipment, as may be necessary to preserve all warranties.
- 9.2 Any parts or anything else that are, as part of Lessee's maintenance and repair of the Equipment, placed in or upon the Equipment shall form part of the Equipment, become property of Lessor, and be free of all adverse claims.

#### 10. Inspection

- 10.1 Lessor and its agents shall have the right to inspect the Equipment at any reasonable time upon reasonable notice to Lessee, and Lessee shall afford all reasonable facilities required by Lessor or its agents for the purpose of inspection, and for that purpose may enter any premises where the Equipment is located.

#### 11. Insurance

- 11.1 As from the earlier of the date upon which Lessor acquires ownership of, or title to, the Equipment or the date on which Lessee takes possession or control of the Equipment, and thereafter throughout the term of each relevant Leasing Schedule, Lessee shall, at its sole expense:
  - (a) place and maintain all risks property insurance on the Equipment, in amounts satisfactory to Lessor, consistent with Lessee's normal and usual practice for insuring equipment of the same general classification. This insurance shall specifically state by its wording or by endorsement that it:
    - i) includes Lessor (as owner) as an additional named insured, and
    - ii) includes a loss payable clause in favour of Lessor;
  - (b) place and maintain comprehensive general liability insurance, and automobile liability insurance in the case of leased licensed motor vehicles, with limits of liability satisfactory to Lessor for injury to or death of any one or more persons or damage to property. Said insurance shall specifically state by its wording or by endorsement that it:
    - i) extends to cover the liabilities of Lessee from the use or possession of the Equipment,
    - ii) includes Lessor as an additional named insured, and
    - iii) includes a cross liability provision that the policy shall insure each person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion therein of more than one insured shall not operate to increase the limits of the insurers' liability.

- 11.2 Lessee shall supply Lessor with a certificate of insurance or other evidence satisfactory to Lessor evidencing the foregoing coverage and evidence of its renewal or replacement from time to time, so long as any Leasing Schedule remains in force and effect.

#### 12. Taxes

- 12.1 Lessee shall pay punctually all sales taxes, licence fees, business taxes, levies and assessments of every nature and kind whatsoever which be or become payable at any time or from time to time upon, or in respect of, the Equipment, and any payments to be made under this Lease Agreement or any Leasing Schedule, except for income taxes payable by Lessor.

#### 13. Adverse Claims

- 13.1 Lessee shall keep the Equipment free and clear of all adverse claims. Lessee may contest any adverse claim provided that Lessee:
  - (a) gives Lessor notice of the adverse claim;
  - (b) provides Lessor with an indemnity and collateral security, both satisfactory to Lessor; and
  - (c) contests the adverse claim with all due dispatch.

#### 14. Laws and Regulations

- 14.1 Lessee shall comply with all laws, by-laws and regulations relating to the ownership, possession, operation and maintenance of the Equipment including, without limiting the generality of the foregoing, laws, by-laws or regulations dealing with the protection of the environment, health and safety. Lessee will obtain and maintain all necessary licenses, permits and permissions required for the use of the Equipment.

#### 15. Alterations

- 15.1 All alterations, additions or improvements made by Lessee to the Equipment shall be at Lessee's expense and shall belong to and become the property of Lessor and be subject to all the provisions of this Lease Agreement and the relevant Leasing Schedule.

#### 16. Loss of Equipment

- 16.1 Lessee shall bear the risks of (i) any total loss, or loss that amounts, in the sole opinion of Lessor, to a total loss of Equipment through theft, damage, or destruction and (ii) any expropriation or other compulsory taking or use of Equipment by any government or other authority ("Loss of Equipment"). If a Loss of Equipment occurs, Lessee shall pay to Lessor an amount calculated as the aggregate of (A) all installments which were to be paid during the remainder of the Term, (B) any installments then owing and unpaid, and (C) the Purchase Option amount, if any, (each of (A), (B), and (C) as specified under the relevant Leasing Schedule) and (D) all federal and provincial sales, goods

and services or transfer taxes, licence fees and similar assessments connected with the transfer of Lessor's right, title and interest in the Equipment to Lessee.

- 16.2 Upon such payment, Lessor shall convey on an "as is", "where is" basis, subject to the rights of the insurer, all its right, title and interest in the Equipment and any claim for proceeds of loss of equipment, in which case the Lease shall terminate with respect to that Equipment, and no further Installments shall be payable thereafter with respect to that Equipment.

#### 17. Lessee's Acknowledgements - Foreseeable Damages

17.1 Lessee hereby acknowledges that Lessor:

- (a) has or will acquire the Equipment at the request and direction of Lessee and for the purpose of leasing same to Lessee under a Leasing Schedule; and
- (b) intends to treat the lease of Equipment to Lessee as a true lease and to claim over the term of the lease all available tax benefits.

Lessee acknowledges that if an Event of Default occurs, Lessor's return on its investment may be adversely affected. In that case Lessor may, in addition to its immediate loss of interest on its investments, sustain and claim from Lessee other foreseeable damages which cannot be quantified on the date of execution of this Lease Agreement or any Leasing Schedule. Those damages may include, without limitation, loss of fiscal benefits for the remainder of the term of any lease of any Equipment or increased tax liabilities or both, unanticipated increased administrative costs, amortized but unrecovered setup costs, fees and disbursements as well as additional or increased monetary liabilities towards any third party lender, under or by reason of such Event of Default and the premature termination of the lease of any Equipment and the funding thereof.

#### 18. Events of Default

18.1 Any of the following is an "Event of Default":

- (a) Failure by Lessee to pay any Installment or other amount pursuant to any Leasing Schedule.
- (b) Failure by Lessee to perform any of its obligations under Sections 11 or 14 of this Lease.
- (c) Failure of Lessee to perform any of its other obligations within 15 days of notice from Lessor as to the failure and requiring it to be rectified.
- (d) The bankruptcy or insolvency of Lessee, the filing against Lessee of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by Lessee, the appointment of a receiver or trustee for Lessee or for any assets of Lessee or the institution by or against Lessee of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise, or the institution by or against Lessee of any formal or informal proceedings for the dissolution or liquidation of, settlement of, claim against or winding up of affairs of Lessee.
- (e) The amalgamation of Lessee with another corporation or corporations, or continuation of Lessee under a statute other than the statute under which it exists at the date of execution of this Lease Agreement.
- (f) If any adverse claim becomes enforceable against Lessee affecting or against any Equipment.
- (g) Failure of Lessee to perform any obligation it may have under any agreement with Royal Bank of Canada or any of its subsidiaries.
- (h) A change that is, in the opinion of Lessor, a material adverse change in the business, financial condition or ownership of Lessee or Equipment.

#### 19. Lessor's Remedies on Default

19.1 If an Event of Default occurs, Lessor may, without notice to Lessee, and in addition to any other rights or remedies

Lessor may have at law or in equity, under this Lease Agreement or the relevant Leasing Schedule:

- (a) take possession of all Equipment, and for that purpose may enter any premises where any of the Equipment is located;
- (b) sell, lease or otherwise dispose of Equipment for such consideration and upon such terms and conditions as it considers reasonable;
- (c) without terminating or being deemed to have terminated the relevant Leasing Schedule, acting in the name of and as the irrevocably appointed agent and attorney of Lessee, to lease any item of the Equipment to any other person upon such terms and conditions, for such rental and for such period of time as Lessor may deem reasonable, and to receive that rental and hold and apply it against any amount owing by Lessee to Lessor under the Leasing Schedule.

19.2 If an Event of Default occurs, then whether or not Lessor has taken possession of any Equipment, Lessee shall pay to Lessor on demand an amount determined as follows:

- (a) an amount calculated by discounting the aggregate amount of all Installments, including the Purchase Option amount, if any, specified under the relevant Leasing Schedule which were to be paid during the remainder of the Term, using an assumed rate equal to the lesser of:
    - i) five percent (5%);
    - ii) the bond rate at the date, for the equivalent term to maturity, of the relevant Leasing Schedule; and
    - iii) the bond rate at the date of the discount calculation for a term equivalent to the remaining term of such Leasing Schedule (with, in the case of (ii) and (iii), Canadian dollar obligations being benchmarked against bonds issued by the Government of Canada and U.S. dollar obligations being benchmarked against bonds issued by the Government of the United States of America); plus.
  - (b) the amount of any damages described in Section 17.1 suffered or sustained by Lessor and not recovered pursuant to Section 19.2 (a); plus
  - (c) the amount of any Installments or payments of interim rental due as of the date of Event of Default and unpaid, and any other amount due on that date and unpaid under the Lease; plus
  - (d) any cost of disposition of the Equipment; less
  - (e) the amount of any security deposits under that Leasing Schedule and any proceeds of the disposal of the Equipment actually received by Lessor.
- 19.3 If Lessor has leased Equipment pursuant to its rights under this Section 19 it may demand payment under Section 19.2, and account to Lessee for the proceeds of that lease as and when Lessor receives them.
- 19.4 If Lessor has not taken possession of the Equipment, and Lessee pays Lessor the amount determined under Section 19.2 hereof, then Lessor will convey all of its right, title and interest in all Equipment to Lessee, on the terms of Sections 21.5 and 21.6 hereof

#### 20. Lessor's Option to Terminate

20.1 Lessee agrees that neither this Lease Agreement nor any Leasing Schedule, nor any interest therein or in any Equipment, shall be assignable or transferable by operation of law and it is agreed and covenanted by and between the parties hereto that if any Event of Default shall occur or happen, then this Lease Agreement and any and all Leasing Schedules shall, at the option of Lessor to be exercised by notice hereunder, immediately end and terminate and neither this Lease Agreement nor any Leasing Schedule or any interest therein shall be an asset of Lessee after the exercise of that option; provided that no such termination shall terminate or affect any right or remedy which shall have arisen under the Lease prior to such termination.

**21. Option to Purchase**

- 21.1 If there is no Event of Default, Lessor hereby grants to Lessee an option to purchase whatever title Lessor may have to the Equipment for the purchase price and at the time or times set forth in the relevant Leasing Schedule.
- 21.2 This option to purchase may be exercised by Lessee by giving to Lessor notice of Lessee's intention to exercise such option, at least thirty (30) days prior to the date of intended purchase, describing the Equipment with respect to which such option is being exercised.
- 21.3 The intended purchase and sale shall be concluded on a date specified in the said notice falling on or after, the date stated in the relevant Leasing Schedule, but in any event not later than the termination date of the term pertaining to the Equipment being purchased.
- 21.4 Upon the exercise of this option, there shall be a binding agreement for the sale and purchase of the Equipment described in the notice on the terms and conditions provided herein. The purchase price shall be paid to Lessor at the time of the conclusion of the sale.
- 21.5 Upon this purchase, Lessor shall sell the Equipment so purchased free and clear of all interests of Lessor under this Lease Agreement and any Leasing Schedule and thereupon the Lease shall terminate with respect to the Equipment so purchased. The sale shall be on an "as-is where-is" basis and be without representation or warranty by Lessor except that it has the right to sell the Equipment to Lessee and that it has not given any security interest in the Equipment to any third party.
- 21.6 Lessee shall bear the cost of any taxes, licence or registration fees or other assessments or charges imposed on, or connected with, the transfer of title to and ownership of the Equipment.

**22. Remedying Defaults**

- 22.1 If Lessee shall fail to perform or comply with any of its obligations under this Lease Agreement or any Leasing Schedule, Lessor at its discretion may do all such acts and make all such disbursements as may be necessary to cure the default and any costs incurred or disbursements made by Lessor in curing any such default shall be payable by Lessee on demand.

**23. Indemnification**

- 23.1 Lessee shall indemnify Lessor and save Lessor harmless from and against all loss, costs, damage or expense of every nature and kind whatsoever sustained or suffered by Lessor, or for which Lessor may be or become liable, resulting from:
- (a) the execution of the Lease Agreement or any Leasing Schedule by Lessor or the purchase or ownership by Lessor of the Equipment;
  - (b) the non-acceptance by Lessee or the failure, refusal or neglect of Lessee to accept the Equipment;
  - (c) the moving, delivery, maintenance, repair, use, operation or possession of the Equipment or the ownership thereof or other rights held therein by Lessor; or
  - (d) the failure of Lessee to comply with any of its obligations under this Lease Agreement or any Leasing Schedule; unless caused by the act or neglect of Lessor, its servants or agents.

**24. Assignment of Warranties**

- 24.1 Lessor hereby assigns to Lessee the benefit of all warranties resulting from the sale entered into with the supplier for its use during the term of the Lease.

**25. Patent Infringement**

- 25.1 Lessee shall defend and hold Lessor free and harmless from any cost, loss, damage or expense suffered or incurred by Lessor in any suit, proceeding or otherwise so far as the same is based on any claim that the use or operation of the Equipment by Lessee infringes any patent or copyright.

**26. Overdue Payment**

- 26.1 Any overdue payment shall bear interest at the rate of Royal Bank Prime Interest Rate plus five per cent (5%) per annum calculated monthly whether before or after judgement, from the date it is due until paid.

**27. Delivery at Termination**

- 27.1 Lessee shall on the expiration or sooner termination of any Lease, surrender the Equipment to Lessor at a place in Canada designated by Lessor in good order and repair, ordinary wear and tear excepted.
- 27.2 In the event that with or without the consent of Lessor, Lessee remains in the possession of or uses the Equipment after the expiration of the term of the Lease pertaining thereto, all the provisions of the Lease shall apply thereto, including the payment of rental and all other payments required, unless and until the same has been surrendered pursuant to the terms of this section, or Lessor has relieved Lessee from its obligations under the Lease with respect to the Equipment.

**28. Notice**

- 28.1 Any notice required to be given hereunder shall be in writing and may be personally delivered, sent by facsimile or electronic mail or may be forwarded by registered mail. If any such notice is so mailed it shall be deemed to have been given by the sender and received by the party hereto to whom it has been addressed two (2) business days after the mailing thereof by prepaid registered mail addressed to the address shown on page 1 of this Lease Agreement or on the same business day if sent by delivery, facsimile or by electronic mail.
- 28.2 Any person to whom a notice is required to be addressed may from time to time give notice of any change of address and in such event the foregoing addresses shall be deemed to have been changed accordingly.

**29. Third Parties**

- 29.1 Lessee will not (i) cause or permit the Equipment to be used by, on behalf of or for the benefit of any person other than Lessee, or (ii) cause or permit any person other than Lessee to give notices or instructions in respect of the Equipment or direct the manner of exercise of the rights of Lessee pursuant to any Lease.
- 29.2 Lessee shall not part with possession of the Equipment.
- 29.3 Lessee will not assign any Lease or sub-lease any Equipment without the prior consent in writing of Lessor, such consent not to be unreasonably withheld. No assignment of the Lease or sub-leasing of any Equipment shall relieve Lessee of its obligations hereunder.

**30. Corporate Waiver**

- 30.1 Lessee waives its right to receive a copy of any financing statement or financing change statement registered by Lessor.
- 30.2 Lessee hereby acknowledges that seizure or repossession of the Equipment referred to in any Lease shall not, by implication of law, extinguish Lessee's indebtedness under any such Lease or other collateral security.

**31. Limitation of Civil Rights - Saskatchewan**

- 31.1 Lessee covenants and agrees with Lessor that The Limitation of Civil Rights Act of the Province of Saskatchewan shall have no application to this Lease Agreement or any Leasing Schedule.

**32. Successors and Assigns**

- 32.1 This Lease Agreement and each Leasing Schedule shall enure to the benefit of, and be binding upon Lessor and Lessee, their successors and assigns. Lessor shall be at liberty to assign and otherwise deal with its rights under any Lease.

**33. Records**

33.1 Lessee shall maintain a record describing each item of Equipment, all changes, replacements, modifications and alterations thereto and the cost thereof. The record described shall be available to Lessor, its representatives or agents for inspection and to copy.

#### 34. Offset

34.1 Lessee hereby waives any and all existing and future claims and offsets against any payment due to Lessor hereunder and agrees to pay those amounts due hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf.

#### 35. Remedies Cumulative

35.1 All rights and remedies of Lessor hereunder are cumulative and not alternative and may be exercised by Lessor separately or together, in any order, sequence of combination.

#### 36. Time

36.1 Time is and shall be in all respects of the essence of any Lease.

#### 37. Entire Transaction

37.1 This Lease Agreement and each Leasing Schedule represents the entire transaction between the parties hereto relating to the subject matter.

37.2 No agreement purporting to amend or modify this Lease Agreement or any Leasing Schedule or any document, paper or written relating hereto or thereto, or connected herewith or therewith, shall be valid and binding upon the parties hereto unless in writing and signed and accepted in writing by both parties hereto.

#### 38. No Merger in Judgment

38.1 The taking of any judgment under this Lease Agreement or any Leasing Schedule shall not operate as a merger of any term, condition or provision hereof or thereof.

#### 39. Further Assurances/Copy of Agreement

39.1 Lessee shall give further assurances and do, execute and perform all such acts, deeds, documents and things as may be reasonably required to enable Lessor to have the full benefit of all rights and remedies intended to be reserved or created hereby.

39.2 Lessee acknowledges receipt of a copy of this Lease Agreement.

#### 40. Applicable Law

40.1 This Lease Agreement and each Leasing Schedule hereto shall be governed, construed and enforced in accordance with the laws of the Province of Ontario.

#### 41. Currency

41.1 All sums payable by Lessee to Lessor under this Lease Agreement or any Leasing Schedule hereto shall be paid in Canadian dollars, unless otherwise specified in the Leasing Schedule.

#### 42. Language

42.1 This Lease Agreement and each Leasing Schedule are drawn up in the English language at the request of both parties.

Le présent contrat de location a été rédigé en langue anglaise à la demande des deux parties.

#### 43. General

43.1 Any terms herein defined in the singular number shall have a corresponding meaning when used in the plural.

43.2 Any act or deed required to be observed, performed or done hereunder falling on a Saturday, Sunday or other statutory holiday shall be observed, performed or done on the business day next following but any delay hereby granted shall not extend to relieve either party from the due performance and fulfillment of its obligations hereunder.

#### 44. Electronic Communications

44.1 Lessor will be entitled to rely on any communication of agreement (including, without limitation, a signature affixed on behalf of Lessee) appearing on a facsimile transmission or on a document, agreement, instrument, notice or instructions (each, a "Document", and collectively, the "Documents") delivered by electronic mail that purports to be a communication of agreement by or on behalf of Lessee or of a representative of Lessee as being authorized, valid and binding on Lessee, even if the signature was not, in fact, signed by Lessee or its representative, or any other communication of agreement was not, in fact, made or given by Lessee or its representative. Lessee will keep the originals of all documents, agreements, instruments, notices and instructions transmitted to Lessor by facsimile or electronic mail, and will produce them to Lessor upon request. Lessor and Lessee agree that a copy of a document, agreement, instrument, notice or instructions transmitted by facsimile or electronic mail shall be admissible as evidence of its contents and its execution by the parties in the same manner as an original document, and expressly waive any right to object to its introduction in evidence, including any right to object based on the best evidence rule. Lessee further agrees that Lessor may convert paper records of any Document (each, a "Paper Record") into electronic images (each, an "Electronic Image") as part of Lessor's normal business practices. The parties agree that such Electronic Image shall be considered as an authoritative copy of the Paper Record, shall have the same legal value as the Paper Record, shall be legally binding on the parties and shall be admissible as conclusive evidence of its content in the same manner as the original Paper Record.


#### 45. Financial Information

45.1 Lessee will provide to Lessor from time to time such information about Lessee and Lessee's business as Lessor shall reasonably request, including, without limitation, bank and financing ratings, any financial statements prepared by or for Lessee regarding Lessee's business.

In witness whereof the parties hereto (acting, where applicable, through their proper signing officers duly authorized in that behalf) have executed this Lease Agreement on the date indicated on the first page hereof, irrespective of the date of actual execution by each of the parties.

Royal Bank of Canada ("Lessor")

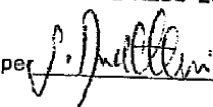
per

  
Eugene Basolini

Head, Equipment Finance Solution Centre

AISHKA EXPRESS 2016 INC. ("Lessee")

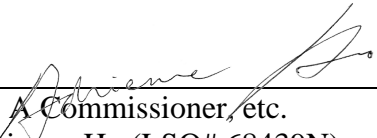
per



per



This is Exhibit "G" referred to in the Affidavit of Jan Oros  
sworn before me at the City of Toronto, in the Province of Ontario  
this 9<sup>th</sup> day of August, 2024 in accordance with O. Reg. 431/20  
*Administering Oath or Declaration Remotely*

  
\_\_\_\_\_  
A Commissioner, etc.  
Adrienne Ho (LSO# 68439N)



**Royal Bank of Canada**  
Commercial Financial Services  
6880 Financial Dr 2nd Flr Link  
Mississauga, ON L5N 7Y5

August 28, 2023

**Private and Confidential**

**AISHKA RECYCLING INC.**  
4-12 VULCAN STREET  
ETOBICOKE, ON  
M9W 1L2

ROYAL BANK OF CANADA (the “**Bank**”) hereby confirms the credit facilities described below (the “**Credit Facilities**”) subject to the terms and conditions set forth below and in the attached Terms & Conditions and Schedules (collectively the “**Agreement**”). This Agreement amends and restates without novation the existing agreement dated October 14, 2022 and any amendments thereto. Any amount owing by the Borrower to the Bank under such previous agreement is deemed to be a Borrowing under this Agreement. Any and all security that has been delivered to the Bank and is set forth as Security below, shall remain in full force and effect, is expressly reserved by the Bank and, unless expressly indicated otherwise, shall apply in respect of all obligations of the Borrower under the Credit Facilities. Unless otherwise provided, all dollar amounts are in Canadian currency.

The Bank reserves all of its rights and remedies at any time and from time to time in connection with any or all breaches, defaults or Events of Default now existing or hereafter arising under this Agreement or any other agreement delivered to the Bank, and whether known or unknown, and this Agreement shall not be construed as a waiver of any such breach, default or Event of Default.

**BORROWER:** Aishka Recycling Inc. (the “**Borrower**”)

**CREDIT FACILITIES**

**Facility #1:** \$550,000.00 revolving demand facility by way of:

a) RBP based loans (“**RBP Loans**”)

Revolve in increments of:	\$5,000.00	Minimum retained balance:	\$0.00
Revolved by:	Bank	Interest rate (per annum):	RBP + 2.50%

**AVAILABILITY**

The Borrower may borrow, repay and reborrow up to the amount of this facility provided this facility is made available at the sole discretion of the Bank and the Bank may cancel or restrict the availability of any unutilized portion at any time and from time to time without notice.

**REPAYMENT**

Notwithstanding compliance with the covenants and all other terms and conditions of this Agreement, Borrowings under this facility are repayable on demand.

**GENERAL ACCOUNT**

The Borrower shall establish a current account with the Bank (the "**General Account**") for the conduct of the Borrower's day-to-day banking business. The Borrower authorizes the Bank daily or otherwise as and when determined by the Bank, to ascertain the balance of the General Account and:

- a) if such position is a debit balance the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, make available a Borrowing by way of RBP Loans under this facility;
- b) if such position is a credit balance, where the facility is indicated to be Bank revolved, the Bank may, subject to the revolving increment amount and minimum retained balance specified in this Agreement, apply the amount of such credit balance or any part as a repayment of any Borrowings outstanding by way of RBP Loans under this facility;
- c) if such position is a credit balance, where this facility is indicated to be Borrower revolved, the Bank will apply repayments on such facility only if so advised and directed by the Borrower.

**OTHER FACILITIES**

The Credit Facilities are in addition to the following facilities (the "**Other Facilities**"). The Other Facilities will be governed by this Agreement and separate agreements between the Borrower and the Bank. In the event of a conflict between this Agreement and any such separate agreement, the terms of the separate agreement will govern.

- a) Credit Card to a maximum amount of \$100,000.

**FEES****One Time Fee:**

Payable upon acceptance of this Agreement or as agreed upon between the Borrower and the Bank.

**Monthly Fee:**

Payable in arrears on the same day of each month.

Review Fee: \$500.00

Facility #1 Management Fee: \$400.00

**SECURITY**

Security for the Borrowings and all other obligations of the Borrower to the Bank, including, without limitation, any amounts outstanding under any Leases, if applicable, (collectively, the "**Security**"), shall include:

- a) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$600,000.00 signed by Aishka Express 2016 Inc.;
- b) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$650,000.00 signed by Aishka Express 2016 Inc., supported by a general security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- c) General security agreement on the Bank's form 924 signed by the Borrower constituting a first ranking security interest in all personal property of the Borrower;
- d) Guarantee and postponement of claim on the Bank's form 812 in the amount of \$600,000.00 signed by Puvanenthiran Jeyabalasingam;
- e) Postponement and assignment of claim on the Bank's form 918 signed by Puvanenthiran Jeyabalasingam.

Upon receipt of the security described in paragraph b) above, in form and substance satisfactory to the Bank, together with such legal opinions and any other supporting documentation as the Bank may reasonably require, to the full satisfaction of the Bank, such security will replace the security described in paragraph a) above.

**FINANCIAL COVENANTS**

In the event that the Borrower or Aishka Express 2016 Inc. changes accounting standards, accounting principles and/or the application of accounting principles during the term of this Agreement, all financial covenants shall be calculated using the accounting standards and principles applicable at the time this Agreement was entered into.

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of any demand or other discretionary facility the Borrower covenants and agrees with the Bank that the Borrower will:

- a) maintain on a combined basis for the Borrower and Aishka Express 2016 Inc. to be measured as at the end of each fiscal year:
  - i. Debt Service Coverage, of not less than 1.25:1;
  - ii. a ratio of Total Liabilities to Tangible Net Worth of not greater than 2.5:1.

**REPORTING REQUIREMENTS**

The Borrower will provide the following to the Bank:

- a) annual aged list of accounts receivable, aged list of accounts payable and listing of inventory for the Borrower, within 150 days of each fiscal year end;
- b) annual Compliance Certificate, substantially in the form of Schedule "G" signed by an authorized signing officer of the Borrower, within 150 days of each fiscal year end, certifying compliance with this Agreement including the financial covenants set forth in the Agreement;
- c) annual review engagement financial statements for the Borrower and Aishka Express 2016 Inc. within 150 days of each fiscal year end;
- d) annual compilation engagement combined financial statements for the Borrower and Aishka Express 2016 Inc., within 150 days of each fiscal year end;
- e) biennial personal statement of affairs for all Guarantors, who are individuals, within 150 days of the end of every second fiscal year of the Borrower, commencing with the fiscal year ending in 2024;
- f) such other financial and operating statements and reports as and when the Bank may reasonably require.

**CONDITIONS PRECEDENT**

In no event will the Credit Facilities or any part thereof be available unless the Bank has received:

- a) a duly executed copy of this Agreement;
- b) the Security provided for herein, registered, as required, to the satisfaction of the Bank;
- c) such financial and other information or documents relating to the Borrower or any Guarantor if applicable as the Bank may reasonably require; and

- d) such other authorizations, approvals, opinions and documentation as the Bank may reasonably require.

Additionally:

- e) all documentation to be received by the Bank shall be in form and substance satisfactory to the Bank.

#### **BUSINESS LOAN INSURANCE PLAN**

The Borrower hereby acknowledges that the Bank has offered it group creditor insurance coverage on the Borrowings under the Business Loan Insurance Plan and the Borrower hereby acknowledges that it is the Borrower's responsibility to apply for any new or increased insurance amount for the Borrowings that may be eligible.

If the Borrower decides to apply for insurance on the Borrowings, the application will be made via the Bank's Business Loan Insurance Plan application (form 3460 ENG or 53460 FRE). If the Borrower has existing uninsured Borrowings and decides not to apply for Business Loan Insurance Plan coverage on any new Borrowings, it hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for Business Loan Insurance Plan coverage on all such Borrowings, and that all such Borrowings are not insured under the Policy as at the date of acceptance of this Agreement.

If the Borrower has Business Loan Insurance Plan coverage on previously approved Borrowings, such coverage will be applied automatically to all new Borrowings eligible for Business Loan Insurance Plan coverage that share the same loan account number, up to the approved amount of Business Loan Insurance Plan coverage. This Agreement cannot be used to waive coverage on new Borrowings eligible for Business Loan Insurance Plan coverage if Business Loan Insurance Plan coverage is in effect on the Borrower's existing Borrowings. If the Borrower does not want Business Loan Insurance Plan coverage to apply to any new Borrowings, a different loan account number will need to be set up and all uninsured loans attached to it.

If the Borrower has existing Borrowings to which Business Loan Insurance Plan coverage applies, and any new Borrowings would exceed the approved amount of Business Loan Insurance Plan coverage already in place, the Borrower must apply for additional Business Loan Insurance Plan coverage (if eligible) in order for Business Loan Insurance Plan coverage to apply to any new Borrowings. If the Borrower decides not to apply for additional Business Loan Insurance Plan coverage in respect of any new Borrowings (if eligible), the Borrower hereby acknowledges that the Bank may accept the Borrower's signature below as the Borrower's waiver of the Bank's offer to apply for additional Business Loan Insurance Plan coverage on such new Borrowings and that such new Borrowings are not insured under the Policy as at the date the Borrower executes this Agreement.

If there are any discrepancies between the insurance information in this Agreement and the Business Loan Insurance Plan documents regarding the Borrowings, the Business Loan Insurance Plan documents govern.

Business Loan Insurance Plan premiums (plus applicable taxes), will be taken as a separate payment, directly from the bank account associated with the loan, at the same frequency and schedule as your regular loan payments, where applicable. As premiums are based on the outstanding loan balance and the insured person's age at the time the premiums are due, the cost of Business Loan Insurance Plan coverage may increase during the term of the loan. The premium calculation is set out in the Business Loan Insurance Plan terms and conditions provided to the Borrower at the time the application for Business Loan Insurance Plan coverage was completed. Refer to the terms and conditions (form 3460 ENG or 53460 FRE) for further explanation and disclosure.

**GOVERNING LAW JURISDICTION**

Province of Ontario.

**ACCEPTANCE**

This Agreement is open for acceptance until September 27, 2023, after which date it will be null and void, unless extended by the Bank in its sole discretion.

**ROYAL BANK OF CANADA**

Per: \_\_\_\_\_  
Title: Vice President

**RBC Contact: Sunjit Grover**

/eo

We acknowledge and accept the terms and conditions of this Agreement  
on this 2023-08-30 day of \_\_\_\_\_.

**AISHKA RECYCLING INC.**

Per: e-Signed by PUVANENTHIRAN JEYABALASINGAM  
on 2023-08-30 20:38:43 GMT  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
PUVANENTHIRAN JEYABALASINGAM **President**  
Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have the authority to bind the Borrower

As Guarantor, we acknowledge and confirm our agreement with the terms and conditions of  
this Agreement on this 2023-08-30 day of \_\_\_\_\_.

**AISHKA EXPRESS 2016 INC.**

Per: e-Signed by PUVANENTHIRAN JEYABALASINGAM  
on 2023-08-30 20:38:45 GMT  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
PUVANENTHIRAN JEYABALASINGAM **President**  
Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have the authority to bind the Guarantor

As Guarantor, I acknowledge and confirm my agreement with the terms and conditions of this  
Agreement on this 2023-08-30 day of \_\_\_\_\_.

e-Signed by PUVANENTHIRAN JEYABALASINGAM  
on 2023-08-30 20:38:46 GMT

\_\_\_\_\_  
WitnessPUVANENTHIRAN JEYABALASINGAM

\attachments:

Terms and Conditions

Schedules:

- Definitions
- Calculation and Payment of Interest and Fees
- Compliance Certificate
- RBC Covarity Dashboard Terms and Conditions

## TERMS AND CONDITIONS

The Bank is requested by the Borrower to make the Credit Facilities available to the Borrower in the manner and at the rates and times specified in this Agreement. Terms defined elsewhere in this Agreement and not otherwise defined in the Terms and Conditions below or the Schedules attached hereto have the meaning given to such terms as so defined. In consideration of the Bank making the Credit Facilities available, the Borrower agrees, and if the Borrower is comprised of more than one Person, such Persons jointly and severally agree, or in Quebec solidarily agree, with the Bank as follows:

### REPAYMENT

Amounts outstanding under the Credit Facilities, together with interest, shall become due in the manner and at the rates and times specified in this Agreement and shall be paid in the currency of the Borrowing. Unless the Bank otherwise agrees, any payment hereunder must be made in money which is legal tender at the time of payment. In the case of a demand facility of any kind, the Borrower shall repay all principal sums outstanding under such facility upon demand. Where any Borrowings are repayable by scheduled blended payments, such payments shall be applied, firstly, to interest due, and the balance, if any, shall be applied to principal outstanding. If any such payment is insufficient to pay all interest then due, the unpaid balance of such interest will be added to such Borrowing, will bear interest at the same rate, and will be payable on demand or on the date specified herein, as the case may be. Borrowings repayable by way of scheduled payments of principal and interest shall be so repaid with any balance of such Borrowings being due and payable as and when specified in this Agreement. The Borrower shall ensure that the maturities of instruments or contracts selected by the Borrower when making Borrowings will be such so as to enable the Borrower to meet its repayment obligations. For any Borrowings that are repayable by scheduled payments, if the scheduled payment date is changed then the Maturity Date of the applicable Borrowings shall automatically be amended accordingly.

In the case of any reducing term loan and/or reducing term facility ("**Reducing Term Loan/Facility**"), provided that nothing contained in this paragraph shall confer any right of renewal or extension upon the Borrower, the Borrower and the Bank agree that, at the Bank's option, the Bank may provide a letter ("**Renewal Letter**") to the Borrower setting out the terms upon which the Bank is prepared to extend the Reducing Term Loan/Facility. In the event that the Bank provides a Renewal Letter to the Borrower and the Reducing Term Loan/Facility is not repaid on or before the Maturity Date of the applicable Reducing Term Loan/Facility, then at the Bank's option the Reducing Term Loan/Facility shall be automatically renewed on the terms set out in the Renewal Letter and the terms of this Agreement shall be amended accordingly.

### PREPAYMENT

Where Borrowings are by way of RBP Loans, the Borrower may prepay such Borrowings in whole or in part without fee or premium.

The prepayment of any Borrowings under a term facility and/or any term loan will be made in the reverse order of maturity.

### EVIDENCE OF INDEBTEDNESS

The Bank shall maintain accounts and records (the "**Accounts**") evidencing the Borrowings made available to the Borrower by the Bank under this Agreement. The Bank shall record the principal amount of such Borrowings, the payment of principal and interest on account of the Borrowings, and all other amounts becoming due to the Bank under this Agreement. The Accounts constitute, in the absence of manifest error, conclusive evidence of the indebtedness of the Borrower to the Bank pursuant to this Agreement. The Borrower authorizes and directs the Bank to automatically debit, by mechanical, electronic or manual means, any bank account of the Borrower for all amounts payable under this Agreement, including, but not limited to, the repayment of principal and the payment of interest, fees and all charges for the keeping of such bank accounts.



**GENERAL COVENANTS**

Without affecting or limiting the right of the Bank to terminate or demand payment of, or cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, the Borrower covenants and agrees with the Bank that the Borrower:

- a) will pay all sums of money when due under the terms of this Agreement;
- b) will immediately advise the Bank of any event which constitutes or which, with notice, lapse of time or both, would constitute a breach of any covenant or other term or condition of this Agreement or any Security or an Event of Default;
- c) will file all material tax returns which are or will be required to be filed by it, pay or make provision for payment of all material taxes (including interest and penalties) and Potential Prior-Ranking Claims, which are or will become due and payable and provide adequate reserves for the payment of any tax, the payment of which is being contested;
- d) will give the Bank 30 days prior notice in writing of any intended change in its ownership structure or composition and will not make or facilitate any such changes without the prior written consent of the Bank;
- e) will comply with all Applicable Laws, including, without limitation, all Environmental and Health and Safety Laws;
- f) will immediately advise the Bank of any action requests or violation notices received concerning the Borrower and hold the Bank harmless from and against any losses, costs or expenses which the Bank may suffer or incur for any environment related liabilities existent now or in the future with respect to the Borrower;
- g) will deliver to the Bank such financial and other information as the Bank may reasonably request from time to time, including, but not limited to, the reports and other information set out under Reporting Requirements;
- h) will immediately advise the Bank of any unfavourable change in its financial position which may adversely affect its ability to pay or perform its obligations in accordance with the terms of this Agreement;
- i) will keep its assets fully insured against such perils and in such manner as would be customarily insured by Persons carrying on a similar business or owning similar assets and, in addition, for any buildings located in areas prone to flood and/or earthquake, will insure and keep fully insured such buildings against such perils;
- j) except for Permitted Encumbrances, will not, without the prior written consent of the Bank, grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance affecting any of its properties, assets or other rights;
- k) will not, without the prior written consent of the Bank, sell, transfer, convey, lease or otherwise dispose of any of its properties or assets other than in the ordinary course of business and on commercially reasonable terms;
- l) will not, without the prior written consent of the Bank, guarantee or otherwise provide for, on a direct, indirect or contingent basis, the payment of any monies or performance of any obligations by any other Person, except as may be provided for herein;
- m) will not, without the prior written consent of the Bank, merge, amalgamate, or otherwise enter into any other form of combination with any other Person;
- n) will permit the Bank or its representatives, from time to time, i) to visit and inspect the Borrower's premises, properties and assets and examine and obtain copies of the Borrower's records or other information, ii) to collect information from any entity regarding any Potential Prior-Ranking Claims and iii) to discuss the Borrower's affairs with the auditors, counsel and other professional advisers of the Borrower. The Borrower hereby authorizes and directs any such third party to provide to the Bank or its representatives all such information, records or documentation requested by the Bank; and
- o) will not use the proceeds of any Credit Facility for the benefit or on behalf of any Person other than the Borrower.

**FEES, COSTS AND EXPENSES**

The Borrower agrees to pay the Bank all fees stipulated in this Agreement and all fees charged by the Bank relating to the documentation or registration of this Agreement and the Security. In addition, the Borrower agrees to pay all fees (including legal fees), costs and expenses incurred by the Bank in connection with the preparation, negotiation, documentation and registration of this Agreement and any Security and the administration, operation, termination, enforcement or

protection of its rights in connection with this Agreement and the Security. The Borrower shall indemnify and hold the Bank harmless against any loss, cost or expense incurred by the Bank if any facility under the Credit Facilities is repaid or prepaid other than on its Maturity Date. The determination by the Bank of such loss, cost or expense shall be conclusive and binding for all purposes and shall include, without limitation, any loss incurred by the Bank in liquidating or redeploying deposits acquired to make or maintain any facility.

#### **GENERAL INDEMNITY**

The Borrower hereby agrees to indemnify and hold the Bank and its directors, officers, employees and agents harmless from and against any and all claims, suits, actions, demands, debts, damages, costs, losses, obligations, judgements, charges, expenses and liabilities of any nature which are suffered, incurred or sustained by, imposed on or asserted against any such Person as a result of, in connection with or arising out of i) any breach of any term or condition of this Agreement or any Security or any other agreement delivered to the Bank by the Borrower or any Guarantor if applicable, or any Event of Default, ii) the Bank acting upon instructions given or agreements made by electronic transmission of any type, iii) the presence of Contaminants at, on or under or the discharge or likely discharge of Contaminants from, any properties now or previously used by the Borrower or any Guarantor and iv) the breach of or non compliance with any Applicable Law by the Borrower or any Guarantor.

#### **AMENDMENTS AND WAIVERS**

Save and except for any waiver or extension of the deadline for acceptance of this Agreement at the Bank's sole discretion, which may be communicated in writing, verbally, or by conduct, no amendment or waiver of any provision of this Agreement will be effective unless it is in writing, signed by the Borrower and the Bank. No failure or delay, on the part of the Bank, in exercising any right or power hereunder or under any Security or any other agreement delivered to the Bank shall operate as a waiver thereof. Each Guarantor, if applicable, agrees that the amendment or waiver of any provision of this Agreement (other than agreements, covenants or representations expressly made by any Guarantor herein, if any) may be made without and does not require the consent or agreement of, or notice to, any Guarantor. Any amendments requested by the Borrower will require review and agreement by the Bank and its counsel. Costs related to this review will be for the Borrower's account.

#### **SUCCESSORS AND ASSIGNS**

This Agreement shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. The Borrower shall not be entitled to assign or transfer any rights or obligations hereunder, without the consent in writing of the Bank. The Bank may assign or transfer all or any part of its rights and obligations under this Agreement to any Person. The Bank may disclose to potential or actual assignees or transferees confidential information regarding the Borrower and any Guarantor if applicable, (including, any such information provided by the Borrower, and any Guarantor if applicable, to the Bank) and shall not be liable for any such disclosure.

#### **GAAP**

Unless otherwise provided, all accounting terms used in this Agreement shall be interpreted in accordance with Canadian Generally Accepted Accounting Principles, as appropriate, for publicly accountable enterprises, private enterprises, not-for-profit organizations, pension plans and in accordance, as appropriate, with Public Sector Accounting Standards for government organizations in effect from time to time, applied on a consistent basis from period to period. All financial statements and/or reports shall be prepared using one of the above bases of presentation, as appropriate, including, without limitation, the application of accrual accounting. Except for the transition of accounting standards in Canada, any change in accounting principles or the application of accounting principles is only permitted with the prior written consent of the Bank.

#### **SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and such invalid provision shall be deemed to be severable.

**GOVERNING LAW**

This Agreement shall be construed in accordance with and governed by the laws of the Province identified in the Governing Law Jurisdiction section of this Agreement and the laws of Canada applicable therein. The Borrower irrevocably submits to the non-exclusive jurisdiction of the courts of such Province and acknowledges the competence of such courts and irrevocably agrees to be bound by a judgment of any such court.

**DEFAULT BY LAPSE OF TIME**

The mere lapse of time fixed for performing an obligation shall have the effect of putting the Borrower, or a Guarantor if applicable, in default thereof.

**SET-OFF**

The Bank is authorized (but not obligated), at any time and without notice, to apply any credit balance (whether or not then due) in any account in the name of the Borrower, or to which the Borrower is beneficially entitled (in any currency) at any branch or agency of the Bank in or towards satisfaction of the indebtedness of the Borrower due to the Bank under the Credit Facilities and the other obligations of the Borrower under this Agreement. For that purpose, the Bank is irrevocably authorized to use all or any part of any such credit balance to buy such other currencies as may be necessary to effect such application.

**NOTICES**

Any notice or demand to be given by the Bank shall be given in writing by way of a letter addressed to the Borrower. If the letter is sent by telecopier, it shall be deemed received on the date of transmission, provided such transmission is sent prior to 5:00 p.m. on a day on which the Borrower's business is open for normal business, and otherwise on the next such day. If the letter is sent by ordinary mail to the address of the Borrower, it shall be deemed received on the date falling five (5) days following the date of the letter, unless the letter is hand-delivered to the Borrower, in which case the letter shall be deemed to be received on the date of delivery. The Borrower must advise the Bank at once about any changes in the Borrower's address.

**CONSENT OF DISCLOSURE**

The Borrower hereby grants permission to any Person having information in such Person's possession relating to any Potential Prior-Ranking Claim, to release such information to the Bank (upon its written request), solely for the purpose of assisting the Bank to evaluate the financial condition of the Borrower.

**NON-MERGER**

The provisions of this Agreement shall not merge with any Security provided to the Bank, but shall continue in full force for the benefit of the parties hereto.

**JOINT AND SEVERAL**

Where more than one Person is liable as Borrower or Guarantor if applicable for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several (in Quebec, solidarily) with each other such Person.

**COUNTERPART EXECUTION**

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together constitute one and the same instrument.

**ELECTRONIC MAIL AND FAX TRANSMISSION**

The Bank is entitled to rely on any agreement, document or instrument provided to the Bank by the Borrower or any Guarantor as applicable, by way of electronic mail or fax transmission as though it were an original document. The Bank is further entitled to assume that any

communication from the Borrower received by electronic mail or fax transmission is a reliable communication from the Borrower.

### **ELECTRONIC IMAGING**

The parties hereto agree that, at any time, the Bank may convert paper records of this Agreement and all other documentation delivered to the Bank (each, a **"Paper Record"**) into electronic images (each, an **"Electronic Image"**) as part of the Bank's normal business practices. The parties agree that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

### **REPRESENTATIONS AND WARRANTIES**

The Borrower represents and warrants to the Bank that:

- a) if applicable, it is duly constituted, validly existing and duly registered or qualified to carry on business or its operations in all jurisdictions where the nature of its properties, assets, business or operations make such registration or qualification necessary or desirable;
- b) the execution, delivery and performance by it of this Agreement do not violate any Applicable Laws or agreements to which it is subject or by which it is bound, and where applicable, have been duly authorized by all necessary actions and do not violate its constating documents;
- c) no event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any covenant or other term or condition of this Agreement or any Security or any other agreement delivered to the Bank or an Event of Default;
- d) there is no claim, action, prosecution or other proceeding of any kind pending or threatened against it or any of its assets or properties before any court or administrative agency which relates to any non-compliance with any Environmental and Health and Safety Laws which, if adversely determined, might have a material adverse effect upon its financial condition or operations or its ability to perform its obligations under this Agreement or any Security, and there are no circumstances of which it is aware which might give rise to any such proceeding which it has not fully disclosed to the Bank; and
- e) it has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than as may be provided for herein.

Representations and warranties are deemed to be repeated as at the time of each Borrowing and/or the entering into each Lease, if applicable, hereunder.

### **LANGUAGE**

The parties hereto have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Les parties ont expressément demandé que la présente convention et tous les documents y afférents, y compris les avis, soient rédigés en langue anglaise.

### **WHOLE AGREEMENT**

This Agreement and any documents or instruments referred to in, or delivered pursuant to, or in connection with, this Agreement constitute the whole and entire agreement between the Borrower and the Bank with respect to the Credit Facilities.

### **EXCHANGE RATE FLUCTUATIONS**

If, for any reason, the amount of Borrowings and/or Leases, if applicable, outstanding under any facility in a currency other than Canadian currency, when converted to the Equivalent Amount in Canadian currency, exceeds the amount available under such facility, the Borrower shall immediately repay such excess or shall secure such excess to the satisfaction of the Bank.

### **JUDGEMENT CURRENCY**

If for the purpose of obtaining judgement in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the **"Judgement Currency"**) any amount due hereunder in any currency other than the Judgement Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day before the day

on which judgement is given. For this purpose "rate of exchange" means the rate at which the Bank would, on the relevant date, be prepared to sell a similar amount of such currency in the Toronto foreign exchange market, against the Judgement Currency, in accordance with normal banking procedures.

In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgement is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such date is the amount in the Judgement Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency together with interest at RBP and expenses (including legal fees on a solicitor and client basis). Any additional amount due from the Borrower under this section will be due as a separate debt and shall not be affected by judgement being obtained for any other sums due under or in respect of this Agreement.

#### **EVENTS OF DEFAULT**

Without affecting or limiting the right of the Bank to terminate or demand payment of, or to cancel or restrict availability of any unutilized portion of, any demand or other discretionary facility, each of the following shall constitute an "Event of Default" which shall entitle the Bank, in its sole discretion, to cancel any Credit Facilities, demand immediate repayment in full of any amounts outstanding under any term facility, together with outstanding accrued interest and any other indebtedness under or with respect to any term facility, and to realize on all or any portion of any Security:

- a) failure of the Borrower to pay any principal, interest or other amount when due pursuant to this Agreement;
- b) failure of the Borrower, or any Guarantor if applicable, to observe any covenant, term or condition contained in this Agreement, the Security, or any other agreement delivered to the Bank or in any documentation relating hereto or thereto;
- c) the Borrower, or any Guarantor if applicable, is unable to pay its debts as such debts become due, or is, or is adjudged or declared to be, or admits to being, bankrupt or insolvent;
- d) if any proceeding is taken to effect a compromise or arrangement with the creditors of the Borrower, or any Guarantor if applicable, or to have the Borrower, or any Guarantor if applicable, declared bankrupt or wound up, or to have a receiver appointed for any part of the assets or operations of the Borrower, or any Guarantor if applicable, or if any encumbrancer takes possession of any part thereof;
- e) if in the opinion of the Bank there is a material adverse change in the financial condition, ownership or operation of the Borrower, or any Guarantor if applicable;
- f) if any representation or warranty made by the Borrower, or any Guarantor if applicable, under this Agreement or in any other document relating hereto or under any Security shall be false in any material respect; or
- g) if the Borrower, or any Guarantor if applicable, defaults in the payment of any other indebtedness, whether owing to the Bank or to any other Person, or defaults in the performance or observance of any agreement in respect of such indebtedness where, as a result of such default, the maturity of such indebtedness is or may be accelerated.

Should the Bank demand immediate repayment in full of any amounts outstanding under any term facility due to an Event of Default, the Borrower shall immediately repay all principal sums outstanding under such facility and all other obligations in connection with any such term facility.

#### **INCREASED COSTS**

If any change in Applicable Laws or the interpretation thereof after the date hereof (i) imposes or increases taxes on payments due to the Bank hereunder (other than taxes on the overall net income of the Bank), (ii) imposes or increases any reserve or other similar requirement or (iii) imposes or changes any other condition affecting the Credit Facilities, and the result of any of the foregoing results in any additional cost to the Bank of making available, continuing or maintaining any of the Credit Facilities hereunder (or maintaining any obligations to make any such Credit Facilities available hereunder) or results in any reduction in the amount of any sum received or receivable by the Bank in connection with this Agreement or the Credit Facilities

made available hereunder, then from time to time, upon written request of the Bank, the Borrower shall promptly pay to the Bank, such additional amount or amounts as will compensate the Bank for any such additional costs incurred or reduction suffered.

**CONFIDENTIALITY**

This Agreement and all of its terms are confidential ("**Confidential Information**"). The Borrower shall keep the Confidential Information confidential and will not disclose the Confidential Information, or any part thereof, to any Person other than the Borrower's directors, officers, employees, agents, advisors, contractors, consultants and other representatives of the Borrower who need to know the Confidential Information for the purpose of this Agreement, who shall be informed of the confidential nature of the Confidential Information and who agree or are otherwise bound to treat the Confidential Information consistent with the terms of this Agreement. Without limiting the generality of the foregoing, the Borrower shall not issue any press release or make any other public announcement or filing with respect to the Confidential Information without the Bank's prior written consent.

## Schedule "A"

### DEFINITIONS

For the purpose of this Agreement, if applicable, the following terms and phrases shall have the following meanings:

**"Applicable Laws"** means, with respect to any Person, property, transaction or event, all present or future applicable laws, statutes, regulations, rules, policies, guidelines, rulings, interpretations, directives (whether or not having the force of law), orders, codes, treaties, conventions, judgements, awards, determinations and decrees of any governmental, quasi-governmental, regulatory, fiscal or monetary body or agency or court of competent jurisdiction in any applicable jurisdiction;

**"Borrowing"** means each use of a Credit Facility, excluding Leases, and all such usages outstanding at any time are **"Borrowings"**;

**"Business Day"** means a day, excluding Saturday, Sunday and any other day which shall be a legal holiday or a day on which banking institutions are closed throughout Canada;

**"Business Loan Insurance Plan"** means the optional group creditor insurance coverage, underwritten by RBC Life Insurance Company, and offered in connection with eligible loan products offered by the Bank;

**"Cash Taxes"** means, for any fiscal period, any amounts paid in respect of income taxes;

**"Contaminant"** includes, without limitation, any pollutant, dangerous substance, liquid waste, industrial waste, hazardous material, hazardous substance or contaminant including any of the foregoing as defined in any Environmental and Health and Safety Law;

**"Corporate Distributions"** means any payments to any shareholder, director or officer, or to any associate or holder of subordinated debt, or to any shareholder, director or officer of any associate or holder of subordinated debt, including, without limitation, bonuses, dividends, interest, salaries or repayment of debt or making of loans to any such Person, but excluding salaries to officers or other employees in the ordinary course of business;

**"Debt Service Coverage"** means, for any fiscal period, the ratio of EBITDA, less Cash Taxes and, to the extent not deducted in determining net income, less Corporate Distributions, to the total of Interest Expense and scheduled principal payments in respect of Funded Debt;

**"EBITDA"** means, for any fiscal period, net income from continuing operations (excluding extraordinary gains or losses) plus, to the extent deducted in determining net income, Interest Expense and income taxes accrued during, and depreciation, depletion and amortization expenses deducted for, the period;

**"Environmental Activity"** means any activity, event or circumstance in respect of a Contaminant, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation, or its Release into the natural environment, including movement through or in the air, soil, surface water or groundwater;

**"Environmental and Health and Safety Laws"** means all Applicable Laws relating to the environment or occupational health and safety, or any Environmental Activity;

**"Equity"** means the total of share capital, (excluding preferred shares redeemable within one year) contributed surplus and retained earnings plus Postponed Debt;

**“Equivalent Amount”** means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through the Bank in Toronto, in accordance with normal banking procedures;

**“Funded Debt”** means, at any time for the fiscal period then ended, all obligations for borrowed money which bears interest or to which interest is imputed plus, without duplication, all obligations for the deferred payment of the purchase of property, all capital lease obligations and all indebtedness secured by purchase money security interests, but excluding Postponed Debt;

**“Guarantor”** means any Person who has guaranteed the obligations of the Borrower under this Agreement;

**“Interest Expense”** means, for any fiscal period, the aggregate cost of advances of credit outstanding during that period including, without limitation, interest charges, capitalized interest, the interest component of capital leases, fees payable in respect of letters of credit and letters of guarantee and discounts incurred and fees payable in respect of bankers’ acceptances;

**“Lease”** means an advance of credit by the Bank to the Borrower by way of a Master Lease Agreement, Master Leasing Agreement, Leasing Schedule, Equipment Lease, Conditional Sales Contract, or pursuant to an Interim Funding Agreement or an Agency Agreement, in each case issued to the Borrower;

**“Maturity Date”** means the date on which a facility is due and payable in full;

**“Permitted Encumbrances”** means, in respect of the Borrower:

- a) liens arising by operation of law for amounts not yet due or delinquent, minor encumbrances on real property such as easements and rights of way which do not materially detract from the value of such property, and security given to municipalities and similar public authorities when required by such authorities in connection with the operations of the Borrower in the ordinary course of business; and
- b) Security granted in favour of the Bank;

**“Person”** includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association, a government or any department or agency thereof, and any other incorporated or unincorporated entity;

**“Policy”** means the Business Loan Insurance Plan policy 52000 and 53000, issued by RBC Life Insurance Company to the Bank;

**“Postponed Debt”** means indebtedness that is fully postponed and subordinated, both as to principal and interest, on terms satisfactory to the Bank, to the obligations owing to the Bank hereunder;

**“Potential Prior-Ranking Claims”** means all amounts owing or required to be paid, where the failure to pay any such amount could give rise to a claim pursuant to any law, statute, regulation or otherwise, which ranks or is capable of ranking in priority to the Security or otherwise in priority to any claim by the Bank for repayment of any amounts owing under this Agreement;

**“RBP”** and **“Royal Bank Prime”** each means the annual rate of interest announced by the Bank from time to time as being a reference rate then in effect for determining interest rates on commercial loans made in Canadian currency in Canada;



**“Release”** includes discharge, spray, inject, inoculate, abandon, deposit, spill, leak, seep, pour, emit, empty, throw, dump, place and exhaust, and when used as a noun has a similar meaning;

**“Tangible Net Worth”** means the total of Equity less intangibles, deferred charges, leasehold improvements, deferred tax credits and unsecured advances to related parties. For the purpose hereof, intangibles are assets lacking physical substance;

**“Total Liabilities”** means all liabilities, exclusive of deferred tax liabilities and Postponed Debt.

## **Schedule "B"**

### **CALCULATION AND PAYMENT OF INTEREST AND FEES**

#### **LIMIT ON INTEREST**

The Borrower shall not be obligated to pay any interest, fees or costs under or in connection with this Agreement in excess of what is permitted by Applicable Law. In no event shall the effective interest rate payable by the Borrower under any facility be less than zero.

#### **OVERDUE PAYMENTS**

Any amount that is not paid when due hereunder shall, unless interest is otherwise payable in respect thereof in accordance with the terms of this Agreement or the instrument or contract governing same, bear interest until paid at the rate of RBP plus 5% per annum or the highest premium indicated for any of the Borrower's facilities when in excess of 5%. Such interest on overdue amounts shall be computed daily, compounded monthly and shall be payable both before and after any or all of default, maturity date, demand and judgement.

#### **EQUIVALENT YEARLY RATES**

The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.

#### **TIME AND PLACE OF PAYMENT**

Amounts payable by the Borrower hereunder shall be paid at such place as the Bank may advise from time to time in the applicable currency. Amounts due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day. Interest and fees payable under this Agreement are payable both before and after any or all of default, maturity date, demand and judgement.

#### **RBP LOANS**

The Borrower shall pay interest on each RBP Loan, monthly in arrears, on the 26th day of each month or such other day as may be agreed to between the Borrower and the Bank. Such interest will be calculated monthly and will accrue daily on the basis of the actual number of days elapsed and a year of 365 days and shall be paid in the currency of the applicable Borrowing.

## Schedule "G"

### COMPLIANCE CERTIFICATE

I, \_\_\_\_\_, representing the Borrower hereby certify as of  
fiscal year ending \_\_\_\_\_:

1. I am familiar with and have examined the provisions of the Agreement dated August 28, 2023 and any amendments thereto, between Aishka Recycling Inc., as Borrower, and Royal Bank of Canada as the Bank, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower and any Guarantor if applicable. Terms defined in the Agreement have the same meanings where used in this certificate.
2. The representations and warranties contained in the Agreement are true and correct.
3. No event or circumstance has occurred which constitutes or which, with the giving of notice, lapse of time, or both, would constitute a breach of any covenant or other term or condition of this Agreement or an Event of Default and there is no reason to believe that during the next fiscal year of the Borrower, any such event or circumstance will occur.
4. The ratio of Debt Service Coverage is \_\_\_\_:1, being not less than the minimum required ratio of 1.25:1.
5. The ratio of Total Liabilities To Tangible Net is \_\_\_\_:1, being not greater than the maximum permitted ratio of 2.5:1
6. The detailed calculations of the foregoing ratios and covenants is set forth in the addendum annexed hereto and are true and correct in all respects.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Schedule "H"

### RBC COVARIETY DASHBOARD TERMS AND CONDITIONS

If the Borrower elects to fulfill the reporting requirements relating to the submission of financial information set out in this Agreement by accessing a secure web based portal ("**RBC Covarity Dashboard**") via the Internet and using RBC Covarity Dashboard to electronically upload the Borrower's financial information and to complete online and electronically submit certificates, reports and/or forms (the "**Service**"), then the following terms and conditions (the "**RBC Covarity Dashboard Terms and Conditions**") apply and are deemed to be included in, and form part of, the Agreement.

**1. Definitions.** For the purpose of the RBC Covarity Dashboard Terms and Conditions:

**"Disabling Code"** means any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan horse routine, trap door, time bomb, or any other unauthorized codes, designs, routines or instructions that may be used to access, modify, replicate, distort, delete, damage or disable any Electronic Channel, including any related hardware or software.

**"Designated User"** an individual permitted to act on behalf of and bind the Borrower in all respects, and specifically in the submission of Electronically Uploaded Financial Information and/or Electronically Submitted Certificates.

**"Electronic Channel"** means any telecommunication or electronic transmission method which may be used in connection with the Service, including computer, Internet, telephone, e-mail or facsimile.

**"Electronic Communication"** means any information, disclosure, request or other communication or agreement sent, received or accepted using an Electronic Channel.

**"Electronically Submitted Certificates"** means certificates, reports and/or forms completed online and electronically submitted by any Designated User accessing the Service.

**"Electronically Uploaded Financial Information"** means financial data, reports and/or information of the Borrower electronically uploaded by any Designated User accessing the Service.

**"Internet"** means a decentralized global communications medium and the world-wide network of computer networks, accessible to the public, that are connected to each other using specific protocols, which provides for file transfer, electronic mail, remote log in, news, database access, and other services.

**"Password"** means a combination of numbers and/or letters selected by a Designated User that is used to identify the Designated User. The Password is used in conjunction with a User ID to access the Service.

**"Security Breach"** means any breach in the security of the Service, or any actual or threatened use of the Service, a Security Device, or Electronic Channel in a manner contrary to the Agreement, including, without limitation, the introduction of Disabling Code or a Virus to the Service.

**"Security Device"** means a combination of a User ID and Password.

**"Software"** means any computer program or programming (in any code format, including source code), as modified from time to time, and related documentation.

**“User ID”** means the combination of numbers and/or letters selected by the Borrower used to identify a particular Designated User. The User ID is used in conjunction with a Password to access the Service.

**“Virus”** means an element which is designed to corrupt data or enable access to or adversely impact upon the performance of computer systems, including any virus, worm, logic bomb and Trojan horse.

Terms defined in the Agreement have the same meanings where used in the RBC Covarity Dashboard Terms and Conditions.

**2. Access to the Service.** The Borrower will appoint one or more Designated User(s) to access the Service on behalf of the Borrower. The Borrower acknowledges and agrees that each Designated User appointed by the Borrower may electronically upload the Borrower’s financial information and may view all previously uploaded financial information and all calculations in the RBC Covarity Dashboard.

At the time of registration for the Service, the Borrower will advise the Bank of the name and e-mail address of each Designated User. The Borrower will immediately advise the Bank if a Designated User changes or is no longer valid.

The Bank will provide the Borrower with a User ID and temporary password for each Designated User. Each Designated User will receive the User ID and temporary password delivered to their e-mail address. Each Designated User will change the temporary password to a unique Password which may not be easily guessed or obtained by others. If it is suspected or known that the Password has been compromised in any way, the Password must be changed immediately.

On first access to the Service, each Designated User will be required to read and agree to terms of use which will thereafter be accessible from a link located on each web page of the Service.

**3. Security Devices.** The Borrower recognizes that possession of a Security Device by any person may result in that person having access to the Service. The Borrower agrees that the use of a Security Device in connection with the Service, including any information sent, received or accepted using the Service, will be deemed to be conclusive proof that such information is accurate and complete, and the submission of which is authorized by, and enforceable against, the Borrower.

The Borrower is responsible for maintaining the security and confidentiality of Security Devices which may be used in connection with the Service. The Borrower is responsible for ensuring that a Security Device will only be provided to and used by a Designated User. The Borrower agrees to be bound by any actions or omissions resulting from the use of any Security Device in connection with the Service.

**4. Security.** Each party shall at all times have in place appropriate policies and procedures to protect the security and confidentiality of the Service, Electronic Channels and Electronic Communication and to prevent any unauthorized access to and use of the Service and Electronic Channels. The Borrower agrees to comply with any additional procedures, standards or other security requirements that the Bank may require in order to access the Service.

The Borrower will not (i) access or use the Service for an illegal, fraudulent, malicious or defamatory purpose, or (ii) take steps or actions that could or do undermine the security, integrity, effectiveness, goodwill or connectivity of the Service (including illegal, fraudulent, malicious, defamatory or other activities that threaten to harm or cause harm to any other person).

The Borrower agrees not to transmit via the Service any viruses, worms, defects, Trojan horses or any items of a destructive nature. The Borrower shall maintain the security of their computer by using anti-virus scanning, a firewall and installing the latest security patches to provide assurance that no Virus is introduced into the systems or Software while accessing the Service.

**5. Unsecure Electronic Channels.** The Borrower acknowledges and agrees that if it uses, or if it authorizes and directs the Bank to use, any unencrypted Electronic Channel, including unencrypted e-mail or facsimile, any Electronic Communication sent, received and/or accepted using such Electronic Channel is not secure, reliable, private or confidential. Any such Electronic Communication could be subject to interception, loss or alteration, and may not be received by the intended recipient in a timely manner or at all. The Borrower assumes full responsibility for the risks associated with such Electronic Communication.

**6. Notice of Security Breach.** The Borrower shall notify the Bank by notifying the RBC Account Manager in writing immediately of any Security Breach including: (i) any application vulnerability or if a Virus is contained in or affects transmission of information to the Service; or (ii) if the Borrower knows or reasonably ought to know that an unauthorized person may have access to the Service, Security Device or Electronic Channel.

If a Security Breach occurs the Borrower shall: (i) assist the Bank in the management of any consequences arising from it; (ii) take any reasonable steps necessary for it to take to mitigate any harm resulting from it; and (iii) take appropriate steps to prevent its recurrence.

**7. Binding Effect.** Any Electronic Communication that the Bank receives from or in the name of, or purporting to be from or in the name of, the Borrower or any other person on the Borrower's behalf in connection with the Service, will be considered to be duly authorized by, and enforceable against, the Borrower. The Bank will be authorized to rely and act on any such Electronic Communication, even if the Electronic Communication was not actually from the Borrower or such other person or differs in any way from any previous Electronic Communication sent to the Bank. Any Electronically Uploaded Financial Information will be considered to be financial information submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Uploaded Financial Information accordingly. Any Electronically Submitted Certificates will be considered to be certificates, reports and/or forms completed and submitted to the Bank by an individual permitted to act on behalf of and bind the Borrower in all respects, and the Bank will be authorized to rely and act on any such Electronically Submitted Certificates accordingly.

**8. Representations and Warranties.** The Borrower represents and warrants to the Bank that each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted: (i) all financial statements, certificates, forms, reports and all information contained therein will be accurate and complete in all respects; (ii) all amounts certified as Potential Prior-Ranking Claims will be current amounts owing and not in arrears; (iii) all representations and warranties contained in the Agreement will be true and correct; and (iv) no event will have occurred which constitutes, or which, with notice, lapse of time, or both, would constitute an Event of Default or breach of any covenant or other term or condition of the Agreement. The Borrower will be deemed to repeat these representations and warranties each time Electronically Uploaded Financial Information and/or Electronically Submitted Certificates are submitted.

**9. Evidence.** Electronic records and other information obtained by the Bank in an Electronic Communication will be admissible in any legal, administrative or other proceedings as conclusive evidence of the contents of those communications in the same manner as an original paper document, and the Borrower waives any right to object to the introduction of any such record or other information into evidence on that basis.

**10. Limitation of Liability.** The Bank is not responsible or liable for any damages arising from: (i) inaccurate, incomplete, false, misleading, or fraudulent information provided to the Bank; (ii) losses incurred as a result of an actual or potential Security Breach; or (iii) losses incurred as a result of application vulnerability or Virus that is contained in or affects any Software or systems used by or on behalf of the Borrower in connection with the Service.

Although every effort is made to provide secure transmission of information, timely communication and confidentiality cannot be guaranteed. In no event shall the Bank be liable for

any loss or harm resulting from the use of the Service, or from a breach of confidentiality in respect of use of the Service.

**11. Termination.** The ability of the Borrower to fulfill the reporting requirements relating to the submission of financial information set out in the Agreement using RBC Covarity Dashboard shall terminate upon revocation of access to the Service. In addition, the Bank may suspend or terminate access to or discontinue the Service immediately for any reason at any time without prior notice. The Bank will not be responsible for any loss or inconvenience that may result from such suspension or termination. The Borrower, upon giving notice to the Bank by notifying the RBC Account Manager in writing, may terminate use of the Service at any time.

**12. Amendment.** The Bank may amend these RBC Covarity Dashboard Terms and Conditions upon 30 days notice (which may be given electronically by way of e-mail or in writing) to the Borrower. The Borrower agrees that the continued use of the Service after the effective date of a change will constitute conclusive evidence of consent to all such amendments and the Borrower shall be bound by the amendments.







## RBC Royal Bank® Visa<sup>®</sup> Business Card Agreement

For good and valuable consideration, we accept your offer for the Account and each Card on the following terms and conditions:

1. **What the Words Mean:** In this Agreement and the Disclosure Statement, please remember that,

"we", "our" and "us" mean the Applicant, and;

"you" and "your" mean Royal Bank of Canada and companies under RBC®.

Please also remember that in this Agreement and the Disclosure Statement:

**"Account"** means an RBC Avion® Visa Infinite Business<sup>®</sup> ("Avion Visa Infinite Business"), RBC Avion Visa Business ("Avion Visa Business") (formerly "RBC Visa Business Platinum Avion"), RBC Visa Business ("Visa Business") or RBC Visa Business Gold ("Visa Business Gold") account that you have opened for the Applicant. You may add other types of Accounts to this list at any time. All Cards you issue to Cardholders under an Account form part of the Account;

**"Account Statement"** means your written statement of the Account that you prepare for a Cardholder about every three (3) or four (4) weeks. The period covered by each Account Statement will vary between 27 days and 34 days;

**"Aggregate Credit Limit"** means the maximum aggregate amount of Debt that can remain outstanding and unpaid at any time in the Accounts of all Cardholders under this Agreement;

**"Agreement"** means this Visa Business Card Agreement and all annexes attached to this Visa Business Card Agreement;

**"Applicant"** means the business identified in an application for an Account;

**"Application"** means the request made to you for the Account and each Card;

**"Authorized Person"** means any individual we have designated in writing as being authorized to ask you to open an Account and issue a Card to a Cardholder under this Agreement and to perform administrative duties for us under this Agreement;

**"Card"** means any Visa Business credit card you issue to a Cardholder on an Account in their name at our request, and all renewals of and replacements for that credit card;

**"Cardholder"** means an individual for whom you have opened an Account and to whom you have issued a Card on that Account at the request of an Authorized Person under this Agreement;

**"Cash Advance"** means an advance of cash that is charged to a Cardholder's Account with, or in connection with, their Card (or any other eligible Account access card you have issued to the Cardholder) and bill payments made from the Account at a bank branch, at a banking machine or on the Internet, Credit Card Cheques, balance transfers and "cash-like" transactions, including, without limitation, money orders, wire transfers, travellers' cheques, and gaming transactions (including

betting, off-track betting, race track wagers, casino gaming chips, lottery tickets);

**"Credit Limit"** means the maximum amount of Debt that can remain outstanding and unpaid at any time in a Cardholder's Account under this Agreement;

**"Debt"** means all amounts charged to a Cardholder's Account with or in connection with their Card, including Purchases, Cash Advances, interest, and Fees;

**"Disclosure Statement"** means your written statement of the Interest Rates and Fees for each Account and each Card set out in a document accompanying each Card when you issue it to a Cardholder and in any other document or statement you may send to Cardholders or us from time to time;

**"Fee"** means a fee that applies to a Cardholder's Account and this Agreement, as set out in the Disclosure Statement and in any document or other written statement you may send to the Cardholder or us from time to time;

**"Grace Period"** means the number of days between the Cardholder's Statement Date and Payment Due Date;

**"Interest-Bearing Balance"** means the unpaid balance of the Debt outstanding in a Cardholder's Account that is made up of any combination of Interest-Bearing Purchases and Interest-Bearing Fees and Cash Advances;

**"Interest-Bearing Purchase and Interest-Bearing Fee"** means a Purchase or Fee appearing on an Account Statement for the first time whether either or both of the following occurs: (i) the Debt shown on that Account Statement is not paid in full by that Account Statement's Payment Due Date or (ii) the Debt shown on the preceding Account Statement was not paid in full by the preceding Account Statement's Payment Due Date;

**"Interest Rate (Cash Advances including Credit Card Cheques)"** means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Cash Advance;

**"Interest Rate (Interest-Bearing Purchases and Interest-Bearing Fees)"** means the annual percentage rate of interest referred to in the Disclosure Statement and set out on each Account Statement that applies to each Interest-Bearing Purchase and Interest-Bearing Fee;

**"Interest Rates"** mean, collectively, the Interest Rate (Cash Advances including Credit Card Cheques) and the Interest Rate (Interest-Bearing Purchases and Interest-Bearing Fees);

**"Liability Waiver Program"** means the RBC Royal Bank Visa Liability Waiver Program in force from time to time, a current copy of which is annexed to this Agreement;

**"Minimum Payment"** means the amount indicated as such on an Account Statement;

**"New Balance"** means the amount indicated as such on an Account Statement;

**"Payment Due Date"** means the date indicated as such on an Account Statement;



**"Personal Identification Number"** means the personal identification number that a Cardholder has selected in your prescribed manner;

**"Purchase"** means a purchase of goods or services (or both) that is charged to a Cardholder's Account with or in connection with their Card;

**"Statement Date"** means the last date of the Statement period for which an Account Statement is produced;

**"Terms of Use"** means the Visa Business Reporting Terms of Use and/or the Visa Payment Controls Cardholder Terms and Conditions, established by Visa, that each User will be asked to read and agree with upon first log-in to Visa Business Reporting or Visa Payment Controls, and from time to time thereafter when prompted by Visa;

**"User"** means each authorized user of Visa Business Reporting and/ or Visa Payment Controls designated and enrolled by the Applicant;

**"Visa"** means Visa Canada Corporation, Visa Inc., Visa International Service Association, Visa Worldwide Pte Limited, and Visa U.S.A. Inc. including their subsidiaries and/or their affiliated entities;

**"Visa Business Reporting"** means the reporting and analyzing online tool provided by Visa, which enables Avion Visa Infinite Business Applicants to self-manage their spending by being able to track expenses, save receipts, create reports, and more; and

**"Visa Payment Controls"** means the online tool provided by Visa, which enables Avion Visa Infinite Business Applicants to selfmanage the usage of each Card on their Account, by selecting various controls such as spending controls, category controls and locations controls.

2. **General Terms of Agreement:** This Agreement and the Disclosure Statement apply to each Account and Card. This Agreement replaces all prior Visa Business Card agreements between you and us for each Account and Card.

This Agreement is our promise to pay amounts owing on each of our Visa Business Accounts. It together with our Visa Business Card Application explains our rights and duties.

We acknowledge and agree that we must provide each Cardholder with a copy of this Agreement.

If a Cardholder signs, activates or uses their Card or their Account, it will mean that we have received and read this Agreement and agree to and accept all of its terms.

We confirm that all information provided to you regarding the Applicant's ownership, control and structure is true, complete and accurate in all respects.

We must promptly give you up-to-date credit and financially related information about us when you ask for it. The section headings in this Agreement appear only for ease of reference purposes. They do not form part of this Agreement.

3. **Account Opening/Card Issuance and Renewal:** You will open an Account for, and will issue a Card on that Account to, a Cardholder at our request or at the request of an Authorized Person made on a fully completed request form that you have prescribed for this purpose. For any Cardholder that is not responsible for the payment of any Debt under this Agreement, you will

maintain a record of the name of the Cardholder only. We acknowledge and agree that we shall obtain the name, address, telephone number, and date of birth of such Cardholders and shall maintain a record of such information obtained for a period of 7 years. We agree to immediately provide such information to you if requested by you.

You will also issue renewal and replacement Cards (excluding an emergency replacement Card) to each Cardholder before the expiration date indicated on the Card last issued to them. You will continue to issue renewal and replacement Cards to a Cardholder in this way until we or the Cardholder tells you to stop. An emergency replacement Card will be issued by you to a Cardholder when required according to your customary operating procedures.

4. **Account and Card Use:** A Cardholder may use their Account and Card to obtain advances of money from you through Purchase transactions, Cash Advance transactions and other transactions you permit from time to time. The use of each Account and Card is governed by this Agreement. An Account and Card may only be used by the Cardholder in whose name it has been opened or issued. A Cardholder must not use their Card after the expiration date shown on it or after the termination of this Agreement. A Cardholder may not use their Card for any illegal, improper or unlawful purpose.

You reserve the right to refuse your authorization for certain types of transactions as determined by you.

5. **Visa Business Reporting and Visa Payment Controls**

Applicable to Avion Visa Infinite Business Accounts only

You offer Avion Visa Infinite Business Applicants access to Visa Business Reporting and Visa Payment Controls. These tools are administered by the Applicant and additional Users may be enrolled by the Applicant. All Users are subject to the following terms and conditions.

**5.1. Applicant's Acknowledgement**

The Applicant acknowledges that:

- (a) Visa Business Reporting and Visa Payment Controls are provided by Visa, and the Terms of Use have been established solely by Visa, not you;
- (b) information collected by Visa in connection with the use of Visa Business Reporting and Visa Payment Controls will be used in accordance with Visa's privacy policy, accessible at [www.visa.ca/en\\_CA/legal/privacy-policy.html](http://www.visa.ca/en_CA/legal/privacy-policy.html);
- (c) all information and data contained in Visa Business Reporting and Visa Payment Controls remain your property;
- (d) you are not in any way responsible for the availability of Visa Business Reporting and/or Visa Payment Controls at any time or their accuracy thereof;
- (e) you are not in any way responsible for the reliability or accuracy of any tax management tools available through Visa Business Reporting and/or Visa Payment Controls, and expressly disclaim all warranties in connection with any tax calculation, estimation or information provided by such tax management tools. You do not provide tax, legal or accounting advice and the Applicant should consult its own professional advisors before acting or relying on any tax-related information displayed in Visa



Business Reporting and/or Visa Payment Controls for tax reporting purposes;

- (f) you specifically disclaim any implied warranty of merchantability or fitness for a particular purpose of Visa Business Reporting and/ or Visa Payment Controls; and
- (g) you are not responsible for any data integration (including accuracy of data, security of data and connecting different providers) between Visa and a third party software provider or any other endpoint (including the Applicant), where applicable.

## 5.2. Applicant's Obligations

The Applicant will:

- (a) create and implement a policy and controls concerning the use of Visa Business Reporting and Visa Payment Controls by the Users in order to:
  - (i) ensure each User is properly authorized to use Visa Business Reporting and/or Visa Payment Controls on its behalf, and that each User complies with this Agreement and the Terms of Use;
  - (ii) ensure all Users maintain the confidentiality of all Visa Business Reporting and/or Visa Payment Controls credentials, including their passwords, User names and other identification, if applicable;
  - (iii) establish a methodology for adding or cancelling Users; and
  - (iv) ensure that all Users are familiar with the processes, required file formats and procedures for RBC Visa Business Reporting and/or Visa Payment Controls, all as outlined in the applicable Visa Business Reporting and/or Visa Payment Controls implementation guides and documentation provided to the Applicant;
- (b) remain responsible for maintaining the confidentiality of all Visa Business Reporting and/or Visa Payment Controls credentials, including passwords, User names and other identification, if applicable;
- (c) remain responsible for all activities that occur through the use of Visa Business Reporting and Visa Payment Controls, including fraud, malfeasance, unauthorized transactions, and any actions or omissions of the Applicant, the Users, or any other person;
- (d) remain liable, as well as indemnify you and hold you harmless from and against all losses, including any losses, claims, damages of any kind (including direct, indirect, special, incidental, consequential or punitive), costs, fees, charges, expenses or other liabilities relating to the use of Visa Business Reporting and/or Visa Payment Controls by the Applicant, the Users or any other person, and for all activities performed by each such person in Visa Business Reporting and/or Visa Payment Controls;
- (e) select French or English as the language of choice to be used while using Visa Business Reporting and/or Visa Payment Controls and be responsible for complying with any applicable language laws;
- (f) be responsible for loading certain organizational and other Applicant-specific data into Visa Business Reporting and/or Visa Payment Controls in a file

format specified by the Terms of Use; and

- (g) use Visa Business Reporting and/or Visa Payment Controls solely for its own use and not disclose information derived from Visa Business Reporting and/or Visa Payment Controls.

## 5.3. User's Obligations

Upon first log-in to Visa Business Reporting or Visa Payment Controls, and from time to time thereafter when prompted by Visa, each User will be asked to read the Terms of Use and agree with them. A User who does not agree with such Terms of Use will not be able to access or use Visa Business Reporting and/or Visa Payment Controls.

In addition, each User:

- (a) is responsible for complying with the Terms of Use and you, the Applicant or Visa may immediately revoke the access to Visa Business Reporting and/or Visa Payment Controls of any User who does not comply with such Terms of Use;
  - (b) must be familiar and comply with the processes, required file formats and procedures for Visa Business Reporting and/or Visa Payment Controls, all as outlined in the Applicant's internal policies;
  - (c) must maintain the confidentiality of their Visa Business Reporting and/or Visa Payment Controls credentials, including their passwords, User names and other identification, if applicable; and
  - (d) must maintain the confidentiality of any information that is contained in or retrieved from Visa Business Reporting or Visa Payment Controls, such as, but not limited to, data files and reports.
6. **Account and Card Ownership:** You are the owner of each Account and Card. Neither we nor any Cardholder has the right to assign or transfer this Agreement, any Card or any Account to anyone else.
7. **Lost or Stolen Card:** We or a Cardholder must tell you at once if the Cardholder's Card is lost or stolen or if we or the Cardholder suspects it is lost or stolen. We or the Cardholder may do this in the way you have set out on each Account Statement.

If a Cardholder's Card is lost or stolen, we will be liable to you for:

1. all Debt on the Cardholder's Account, up to a maximum of \$1,000.00, resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which only their Card or Cardholder's Account number has been used to complete those transactions; and
2. all Debt resulting from the loss or theft of their Card that is incurred before the time we or the Cardholder tells you about that loss or theft through any one or more transactions on the Cardholder's Account in which their Card and Personal Identification Number have been used together to complete those transactions.

We will not be liable to you for any Debt resulting from the loss or theft of the Cardholder's Card that is incurred after the time we or the Cardholder tells you about that loss or theft.

8. **Card Cancellation/Revocation or Suspension of Use:** We may cancel a Cardholder's Account and Card for any reason (including, without limitation, the death of the



Cardholder) by providing you with written notice of cancellation of that Account and Card. Subject to Section 7., we will be liable to you for all Debt, howsoever and by whomsoever incurred, resulting from the use of the Cardholder's Account or Card from the time we provide written notice of cancellation to you of the Cardholder's Card until the time we have notified you that the Card has been destroyed.

If the Debt outstanding in a Cardholder's Account exceeds the Credit Limit at any time, you may suspend the Cardholder's right to use their Account and Card and all services you provide to the Cardholder under this Agreement until such time as that excess is paid to you in full.

You may revoke or suspend a Cardholder's right to use their Account and Card at any time without notice. The Cardholder must also surrender their Card to us or to you at our (or your) request.

- 9. Limits:** You will set an Aggregate Credit Limit for all Accounts and you may change it from time to time without notice.

If we consistently make late payments or no payments, you may reduce the Aggregate Credit Limit of all accounts. You will tell us what the initial Aggregate Credit Limit is at or before the time an Account is opened for a Cardholder under this Agreement. We will not permit the Debt we owe to you at any time to exceed the Aggregate Credit Limit. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed the Aggregate Credit Limit you set from time to time.

You will set a Credit Limit for each Cardholder's Account and you may change the Credit Limit for a Cardholder's Account periodically. You will tell each Cardholder what their current Credit Limit is on the document accompanying their Card when you issue it to them and on each Account Statement. We will ensure that each Cardholder observes their Credit Limit. We will not permit the Debt we owe to you in respect to an Account at any time to exceed the Credit Limit for that Account. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed that Credit Limit you set from time to time. We understand that the use of any Card and the Account may be suspended, at your discretion, if the Credit Limit is exceeded. An overlimit fee will be charged to an Account when you permit the Debt to exceed the Credit Limit of that Account during an Account Statement period. You may at any time refuse to permit the Debt to exceed the Credit Limit of an Account and require us to pay any balances which exceed the Credit Limit of an Account.

- 10. Liability for Debt:** Subject to Section changes to 7. and 8., and except as may otherwise be provided under the Liability Waiver Program, we will be liable to you for all Debt charged to each Account, no matter how it is incurred or who has incurred it and even though you may send Account Statements to Cardholders and not to us. However, you will provide Account Statement or other information about that Debt to us at our request. You may apply any money we have on deposit with you or any of your affiliates against any Debt we have not paid to you as required under this Agreement without notice to us.

- 11. Making Payments:** It is our responsibility to ensure that payment on each Cardholder's Account is received by you for credit to each Account by the Payment Due Date shown on each Account Statement, even if our Payment Due Date falls on a holiday or weekend.

Payments can be made on each Account at any time. Payment can be made by mail, at one of your branches, at an ATM that processes such payments, through your telephone or online banking services, or at certain other financial institutions that accept such payments. Even when normal postal service is disrupted, payments must continue to be made on each Account.

Payments do not automatically adjust the available Credit Limit. Payments on each Account made by mail or made through another financial institution's branch, ATM or online banking service may take several days to adjust the available Credit Limit. To ensure that a Payment is credited to a Cardholder's Account and automatically adjusts the available Credit Limit on the same business day, a Cardholder's payment must be made prior to 6:00pm local time on that business day at one of your branches or ATMs in Canada or through your telephone or online banking services.

We can also ask you to process our payment on each Payment Due Date each month by automatically debiting a bank account that we designate for that purpose. We may choose to pay the Minimum Payment, a fixed amount provided that it is not less than the Minimum Payment or our New Balance. If we ask you to automatically process payments in this manner, we agree to be bound by the terms and conditions set out in Rule H1 of the Rules of the Canadian Payments Association, as amended from time to time. In addition, we agree to waive any pre-notification requirements that exist where variable payment amounts are being authorized. We may notify you at any time that we wish to revoke our authorization, and a pre-authorized payment may, under certain circumstances, be disputed for up to 90 days. The Rules are available for us to review at [www.cdnpay.ca](http://www.cdnpay.ca).

- 12. Payment of Debt:**

a. Subject to Subsections 12.b., 12.c. and Section 21., we may pay the Debt we owe to you in respect to each Cardholder's Account in full or in part at any time.

b. Subject to Subsection 12.c. and Section 21., we must make a payment of the lesser of \$10.00 plus Interest plus Fees as shown on the current Account Statement and our New Balance by the Payment Due Date shown in order to keep the Account up to date. Any pastdue amounts will continue to be included in our Minimum Payment amount.

c. We must also pay the amount of any Debt that exceeds the Credit Limit for a Cardholder's Account at once to keep that Account up-to-date. We must pay this excess even though you may not yet have sent an Account Statement to the Cardholder on which that excess appears.

d. We must keep each Cardholder's Account up-to-date at all times even when you are delayed in or prevented from sending, for any reason, any one or more Account Statements to Cardholders. We must contact your Card Centre identified on Account Statements at least once a month during such a delay or interruption to obtain any payment information we do not have and need to know.





in order for us to comply with our obligations under this Section.

e. If any payment made by us in respect of a Cardholder's Account is not honoured, or if you must return it to us because it cannot be processed, the applicable fee will be charged under Section 15., and Card privileges may be revoked or suspended by you under Section 8.

f. If the New Balance on a Cardholder's previous Account Statement is paid in full by the Payment Due Date, the Grace Period for the Cardholder's current Account Statement will continue to be the minimum number of days applicable to the Card (21 days for all Avion Visa Infinite Business and Visa Business, 17 days for Avion Visa Business). If the previous New Balance on a Cardholder's Account Statement is not paid in full by the Payment Due Date, the Cardholder's Payment Due Date will be extended to 25 days from the Statement Date regardless of the type of Visa Card held by the Cardholder.

### 13. Interest Charges:

a. *Interest-Free Purchases and Interest-Free Fee:* We will not pay interest on the amount of any Purchase or Fee appearing on an Account Statement for the first time provided that all Debt shown on that Account Statement is paid in full by that Account Statement's Payment Due Date and all Debt shown on the preceding Account Statement was also paid in full by that preceding Account Statement's Payment Due Date.

b. *Interest-Bearing Balance:* We will pay interest on the Interest-Bearing Balance at the Interest Rates in effect in the manner described below and in Subsection 13.c.:

You will charge us interest:

- i. on the amount of each Interest-Bearing Purchase and Interest-Bearing Fee from (and including) the transaction date recorded for them on the Account Statement where they appeared for the first time to the day you receive payment in full of the Interest-Bearing Balance; and
- ii. on the amount of each Cash Advance (including Credit Card Cheques) from (and including) the day they are obtained to the day you receive payment in full of the Interest-Bearing Balance.

c. *Interest Calculation:* The interest you charge on the Interest-Bearing Balance accrues daily.

You will calculate the interest on the Interest-Bearing Balance made up of Cash Advances by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Cash Advances and Credit Card Cheques) in effect and dividing the result by the number of days in the year. You will calculate the interest on the Interest-Bearing Balance made up of Interest-Bearing Purchases and Interest-Bearing Fees by multiplying this Interest-Bearing Balance outstanding on any day by the Interest Rate (Interest-Bearing Purchase and Interest-Bearing Fee) in effect and dividing the result by the number of days in the year.

You will post the interest we owe on the Interest-Bearing Balance for the period covered by an Account Statement to the Account at the end of that period. Since the interest you charge on the Interest-Bearing Balance accrues daily up to the time you receive a payment of the Debt, the final interest charge on the Interest-Bearing

Balance for that period can only be calculated and included on the Account Statement that shows the payment.

14. **Payment Allocation:** When we make a payment you will apply the amount up to our Minimum Payment, first to any interest and second to any fees. You will apply the remainder of any Minimum Payment to our New Balance, generally starting with amounts bearing the lowest interest rate before amounts bearing higher interest rates.

If we pay more than our Minimum Payment, you will apply the amount over the Minimum Payment to the remainder of our New Balance. If the different amounts that make up our New Balance are subject to different interest rates, you will allocate our excess payment in the same proportion as each amount bears to the remainder of our New Balance. If the same interest rate is applicable to both a cash advance (which never benefits from an interest-free grace period) and a purchase, you will apply our payment against the cash advance and the purchase in a similar proportionate manner. If we have paid more than our New Balance, you will apply any payment in excess of the New Balance to amounts that have not yet appeared on our monthly statement in the same manner as set out above.

Credits arising from returns or adjustments are generally first applied to transactions of a similar type, second to any interest and fees, and the remainder to other amounts owing in the same manner as you apply payments in excess of the Minimum Payment.

Unless you otherwise agree, any payment must be made in money which is legal tender at the time of payment. As well, the mere lapse of the time fixed for performing an obligation under this Agreement will have the effect of putting us in default of it.

15. **Fees:** We must pay all Fees. You will charge them to the Cardholder's Account at the time they are incurred.
16. **Banking Machines:** A Cardholder may use their Card together with their Personal Identification Number to make transactions on their Account at those banking machines and terminals you operate and at any other banking machines or terminals you designate from time to time, subject to the Cardholder's agreement with you governing the use of their Personal Identification Number.
17. **Debt Incurred Without a Card:** If a Cardholder incurs Debt without having presented their Card to a merchant (such as for internet, mail order or telephone Purchase), the legal effect will be the same as if the Cardholder had used their Card and signed a Purchase or Cash Advance draft.
18. **Transfer of Your Rights:** You may transfer any or all of your rights under this Agreement and the Disclosure Statement, by way of assignment, sale or otherwise. If you do so, you can give information concerning the Account to anyone you transfer your rights to, but will ensure that they are bound to respect our privacy rights in that information.
19. **Changes to Disclosure Statement:** You may change the Interest Rates and Fees for each Cardholder's Account and this Agreement set out or referred to in the Disclosure Statement periodically. We will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If



any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.

- 20. Changes to Agreement:** You may change this Agreement periodically. Subject to Section 9., we will be given at least thirty (30) days prior written notice of each change, directed to our address last appearing on your records. If any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change.

The benefits and services you provide to Cardholders are subject to terms and conditions which may be amended by you from time to time without notice to us or any Cardholder.

**21. Termination:**

1. You or we may terminate this Agreement at any time by giving written notice of termination to the party(ies) to be bound by that written notice. You must direct your written notice to our address last appearing on your records. Our written notice must be directed to your address appearing on the last Account Statement you have sent to Cardholders.

2. The occurrence of any one of the following events has the effect of putting us in default, and you may terminate this Agreement at once without giving us any notice, if:

- we become insolvent or bankrupt,
- someone files a petition in bankruptcy against us,
- we make an unauthorized assignment for the benefit of our creditors,
- we institute, or someone else institutes, any proceedings for the dissolution, liquidation or winding up of our affairs,
- we institute, or someone else institutes, any other type of insolvency proceeding involving our assets under the Bankruptcy and Insolvency Act or otherwise,
- we cease or give notice of our intention to cease to carry on business or make or agree to make a bulk sale of our assets without complying with applicable laws, or we commit an act of bankruptcy,
- we fail to pay any Debt or to perform any other obligation to you as required under this Agreement,
- we make any statement or representation to you that is untrue in any material respect when made, or
- there is, in your opinion, a material adverse change in our financial condition.

3. Upon termination of this Agreement, we must pay all Debt for each Account to you at once and ensure that each Cardholder destroys their Card and returns any unused Credit Card Cheques. If we fail to comply with our obligations to you under this Agreement, we will be liable to you for:

- all court costs and reasonable legal fees and expenses (on a solicitor-client basis) you incur through any legal process to recover any Debt, and
- all costs and expenses you incur in reclaiming any Card.

- 22. RBC Rewards®:** If a Card allows us to earn RBC Rewards points which can be redeemed for merchandise, travel and other rewards, we acknowledge that our participation in the RBC Rewards program is subject to the RBC Rewards Terms and Conditions. The RBC Rewards Terms and Conditions are available for review at

[www.rbc Rewards.com](http://www.rbc Rewards.com) and are subject to change without notice.

- 23. Special Offers (Introductory and Promotional Interest Rates):** You may make special offers to us from time to time, including Introductory Interest Rate and other Promotional Interest Rate offers that temporarily lower the interest rate applicable to portions of our balance, such as when we make certain types of Cash Advances. You sometimes make Introductory Interest Rate offers which apply to new Accounts only. For example, you could offer a low Introductory Interest Rate applicable to certain transactions for a limited period of time, such as a 3.9% Introductory Interest Rate on all Cash Advances for the first 9 months.

A Promotional Interest Rate offer is an offer you may periodically make to us and that applies to our Card after our Account has been opened. For example, you could offer us a low Promotional Interest Rate applicable on certain transactions for a limited period of time, such as a 3.9% Promotional Interest Rate on Credit Card Cheques for 9 months.

If you make us a special offer, you will explain its scope and duration and any additional terms that apply to it. If we accept the special offer by using the Credit Card Cheques or otherwise taking advantage of the special offer, we will be bound by this Agreement and any additional terms you set out in the offer. When the promotion expires, the special offer terms will end and the terms and conditions of this Agreement will continue to apply, including those related to interest and payments. Our monthly statement will set out any Introductory Interest Rate(s) or Promotional Interest Rate(s) that apply to our New Balance, any remaining balances associated with those rates, and when those rates expire. If any expiry date falls on a date for which you do not process statements (for example, weekends and certain holidays), you will continue to provide us with the benefit of that Introductory Interest Rate or Promotional Interest Rate until your next statement processing day.

- 24. Problems With a Purchase:** You will not be responsible for any problem a Cardholder has with any Purchase. If the Cardholder has a problem or dispute with a merchant regarding a Purchase, we must still pay all Debt as required by this Agreement and settle the problem or dispute directly with the merchant.

You will not be responsible if a Card is not honoured by a merchant at any time and for any other problem or dispute a Cardholder may have with a merchant. As well, you reserve the right to deny authorization of any Purchase at any time.

- 25. Account Statements, Verification and Disputes:** You will send Account Statements to each Cardholder, directed to the Cardholder's address last provided to you by the Authorized Person. You will prepare our Account Statements at approximately the same time each month. If the date on which you would ordinarily prepare our Account Statements falls on a date for which you do not process statements (for example, weekends and certain holidays), you will prepare our Account Statements on your next statement processing day. Our Payment Due Date will be adjusted accordingly. We will ensure that each Cardholder promptly examines all of their Account Statements and each entry and balance recorded in



them. We will notify you in writing of any errors, omissions, or objections to an Account Statement, or an entry or balance recorded in it, within thirty (30) days from the Statement Date recorded on that Account Statement.

If we do not notify you as required, you are entitled to treat the above Account Statements, entries and balances as complete, correct and binding on us and you will be released from all claims by us in respect of those Account Statements, entries and balances.

You may use a microfilm, electronic or other reproduction of any Purchase or Cash Advance draft or other document evidencing Debt to establish our liability for that Debt. Upon request, you will provide a microfilm, electronic or other reproduction within a reasonable time frame of any Purchase or Cash Advance draft or other document evidencing the Debt.

If the item is a legitimate charge to the Cardholder's Account and the dispute is between the Cardholder or us and the merchant, we must still pay the Debt owing to you and settle the problem or dispute directly with the merchant. If the item is not a legitimate charge, you will return the item to the merchant and credit the Cardholder's Account.

**26. Authorized Person:** Upon signing this Agreement, we may designate one or more individuals as an Authorized Person who is authorized to act on our behalf and who may assist us in the administration of this Agreement.

**27. Exchange of Information Between You and Us:** Information about a Cardholder's use of their Account and Card, and pertinent information about any reimbursement of Debt received by the Cardholder from us, Cardholder employment status and location, and any other related Cardholder tracking information may be exchanged between you and us.

**28. Electronic Communication:** We acknowledge and agree that you may provide Account Statements, this Agreement or other document relating to a Cardholder's Account electronically including over the Internet or to an email address we provide you for this purpose, with our consent. Documents sent electronically will be considered "in writing" and to have been signed and delivered by you. You may rely on and consider any electronically authenticated document received from us or which appears to have been received from us as authorized and binding on us. In order to communicate with you by electronic means, we agree to comply and require each Cardholder to comply with certain security protocols that you may establish from time to time and to take all reasonable steps to prevent unauthorized access to any Account Statement and any other documents exchanged electronically.

**29. Collection, Use and Disclosure of Information:** For purposes of this Section: (i) "Customer" means the person or entity which has signed this Agreement, its Representatives and its owners; and (ii) "Representatives" mean directors, officers, employees, signing authorities, agents, contractors, subcontractors, service providers, consultants, internal or external auditors, legal or other professional advisors.

This Section describes how you collect, use and disclose Customer information in connection with this Agreement.

## I. Collecting Information

You may collect and confirm financial and other information about Customer during the course of your relationship with Customer, including information:

- i. establishing Customer's existence, identity (for example, name, address, phone number, date of birth, etc.) and background;
- ii. related to transactions arising from Customer's relationship with and through you, and from other financial institutions;
- iii. provided on any application for products or services;
- iv. for the provision of products or services; and
- v. about Customer's financial behaviour, including payment history and credit worthiness.

You may obtain this information from any source necessary for the provision of products or services, including from: (i) Customer; (ii) service arrangements made with or through you; (iii) credit reporting agencies; (iv) other financial institutions; (v) registries; and (vi) references provided to you.

**Customer acknowledges receipt of notice that from time to time reports about Customer may be obtained by you from credit reporting agencies.**

## II. Using Information

All information collected by and provided to you may be used and disclosed for the following purposes:

- i. to verify Customer's identity and investigate its background;
- ii. to open and operate the Accounts or provide other products and services;
- iii. to understand Customer's financial situation;
- iv. to determine, and make decisions about, the eligibility of Customer or Customer's affiliates for the products and services;
- v. to help you better understand the current and future needs of your clients;
- vi. to communicate to Customer any benefit, feature or other information about products and services;
- vii. to help you better manage your business and your relationship with Customer;
- viii. to operate the payment card network;
- ix. to maintain the accuracy and integrity of information held by a credit reporting agency; and
- x. as required or permitted by law.

For these purposes, you may (i) share the information with other persons, including your Representatives and regulators; (ii) share the information with other financial institutions and persons with whom Customer has financial or other business dealings; and (iii) give credit, financial and other related information to credit reporting agencies who may share it with other persons. In the event information is used or shared in a jurisdiction outside of Canada, the information will be subject to, and may be disclosed in accordance with, the laws of such jurisdiction. At Customer's request, you may give the information to other persons.

You may also use the information and share it with your affiliates to: (i) manage your risks and operations and those of your affiliates; (ii) comply with valid requests for information from regulators, government agencies, public bodies or other entities who have a right to issue such requests; and (iii) let your affiliates know Customer's choices

