

Citibank Canada

Banking Terms and Conditions

Effective November 1, 2005





Thank you for your interest in Citibank Canada.

This document contains important information that you need to know about your Account. If you would like an additional copy of this document, any other document referenced in these Terms and Conditions, or if you have any questions, we would be pleased to help you.

Call the CitiPhone®

Banking Centre at:

1-800-387-9292

(Anywhere in Canada and the U.S.)

416-947-4100 (In Toronto)

Or fax us at:

1-800-226-7705

(Anywhere in Canada and the U.S.)

416-947-5498 (In Toronto)

Or visit our website at:

www.citibank.ca

Or mail us at:

Citibank Canada

P.O. Box 4436, Station A

Toronto, Ontario

M5W 3Z1

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INTRODUCTION

These Terms and Conditions and the Application that you signed when you opened an Account and any other agreements that you have signed or acknowledged with Citibank Canada govern the operation and continuation of the Accounts that you maintain with us, as well as, any additional Accounts or services that you may subsequently apply for and establish with Citibank Canada. These Terms and Conditions are effective November 1, 2005 and replace any prior versions of these Terms and Conditions relating to your Accounts.

By opening, maintaining or using an Account with Citibank Canada, you agree that these Terms and Conditions and any additional terms and conditions for a particular product or service provided to you separately at the time of purchase or application for such service or product, constitute the agreement (the "Agreement") between you and Citibank Canada. If you have any questions about these Terms and Conditions or our services, please contact us at the phone number or fax number referenced above or visit us at our website noted above.

DEFINITIONS

The definitions contained herein apply to this document or any other documents that incorporate by reference the definitions herein.

"Account" or **"Accounts"** means each and every deposit, loan or any other type of account you have with us.

"Application" means an application to open a new Account, including a deposit, loan, or any other type of Account, and all agreements, schedules and amendments thereto from time to time.

"Business Day" means any day except Saturday, Sunday, statutory holiday or bank holiday in Ontario.

"Citibank", **"we"**, **"us"** or **"our"** means Citibank Canada.

"Citibank® Banking Card" or **"CBC"** means your Citibank

banking card that gives you electronic access to your Accounts and financial information.

"Citibank Canada Account Rates and Fees" means Citibank's schedules of Account fees and interest rates, or any other fees or charges, as modified from time to time by Citibank at its sole discretion.

"Citibank Canada Banking Services Fees" means Citibank's schedules of fees which may include penalties, charges, etc. as modified from time to time by Citibank at its sole discretion. Services fees are quoted in the currency of the Account.

"Citibank Global Transfers" means the facility that allows you to transfer funds to, or receive funds from, the account of another Citibank Customer in Canada or a customer of a Participant outside Canada. All members of the Citigroup Organization that offer Citibank Global Transfers are referred to as **"Participants"**.

"Citibank Online" means the Internet on-line banking service which Customers use to view Account information and perform transactions.

"Citigroup Organization" means Citigroup Inc., its branches, subsidiaries, affiliates, successors and assigns.

"CitiPhone® Banking" means agent assisted services provided by Citibank.

"CitiPhone Banking Centre" means Citibank's call centre that provides customer service.

"Client Identification Number" or **"CIN"** means the identification code assigned to you when you became or become a Citibank Customer.

"Customer", **"Customers"**, **"you"**, **"your"**, **"yours"** or **"Account Holder"** means each person who signs an Account Application.

"Deposit Account" or **"Deposit Accounts"** means Citibank chequing accounts, savings accounts or term deposit/GIC accounts.

"Electronic Banking" means a

service that allows you to conduct transactions through a Machine, Internet, automated telephone banking or fax banking.

"Electronic Signature" means each code, whether provided to you by us or which you may select for your use, as a means of accessing your Accounts, such as your Personal Identification Number (PIN), Personal Access Code (PAC), and Telephone Access Code (TAC).

"External Account" means a personal account that you maintain at another Canadian financial institution and which you have linked to one or more of your Accounts in accordance with these Terms and Conditions.

"Instrument" or **"Instruments"** means cheques, promissory notes, bills of exchange, orders for the payment of money or transfer of funds (whether instructed or authorized in writing, by telephone or by other approved electronic device), coupons, securities and other instruments.

"Joint Account Holder" means a person who holds an Account that is owned by two or more people.

"Machine" means any automated banking machine (ABM) which either belongs to us or is part of a shared network in which we participate, or any point-of-sale terminal (POS).

"Organization" means any entity that is not an individual person, including, without limitation, sole proprietorships, partnerships, limited partnerships, joint ventures, trusts, associations and cooperatives, corporations, non-profit corporations or charitable corporations.

"Personal Access Code" or **"PAC"** means a personal identification code (whether provided to you by us or which you may select) which is used together with your Client Identification Number to access your Accounts through Citibank Online.

"Personal Identification Number" or **"PIN"** means a personal identification code (whether provided to you by us or which you

may select), which is used together with your Citibank Banking Card to access your Accounts at Machines.

"Pre-authorized Debits" or **"PADs"** mean one or more payments you have authorized a third party to withdraw from your Account and sent directly to them.

"Primary Account Holder" means the Account Holder whose name is listed first in an Account Application and to whom all bank correspondence is sent.

"Telephone Access Code" or **"TAC"** means your telephone access code (which you select), which is used together with your Client Identification Number to access your Accounts through automated telephone banking.

"Terms and Conditions" means these Citibank Canada Banking Terms and Conditions and any terms and conditions contained in any agreements or documents relating to your Accounts and associated services or any other services and products that you may purchase from us, as may be amended from time to time.

CUSTOMER INSTRUCTIONS

Customer Liability

You acknowledge and agree that, whether or not we are obligated to do so, we have the right to contact you to obtain verbal confirmation of any written, electronic or verbal instructions before completing your instructions, and that we will not be held liable for instructions that are delayed or not completed due to our inability to contact you in order to confirm such instructions or perform our customer verification procedures to our satisfaction. These procedures are designed to ensure that the instructions are correct and that they have, in fact, been authorized by you.

You agree that we will not be liable for honouring any instructions which we receive from any person claiming to be you, provided we have followed our normal customer verification procedures. Even if we obtain verification of instructions

from you with respect to any particular transaction, you acknowledge and agree that we are not obligated to verify instructions received from you with respect to any other transactions.

Changing Instructions

Citibank must receive any request to change or cancel an instruction in time to act upon the request. After Citibank has effected your instructions, you will not be able to cancel or change such instructions unless the recipient consents to such a request. Citibank and/or the recipient may impose or levy a charge against your Account for cancelling or changing an instruction and for the costs of any required currency conversion, which you agree you are responsible for and which shall be deducted from any one of your Accounts.

Telephone Recording

You acknowledge and agree that all telephone conversations may be recorded for quality control and record keeping purposes and relied upon by Citibank, and at Citibank's sole discretion kept as a record of your instructions, as though you had written and signed them. You acknowledge and agree that Citibank is not required to record your telephone instructions.

Evidence Regarding Electronic Communication

A copy of any electronic communication will be admissible in any legal, administrative or other proceedings as conclusive evidence as to the contents of such communication in the same manner as an original document in writing, and you hereby waive any right to object to the introduction of any such copy of electronic communication in evidence.

Indemnity

You agree to indemnify and save Citibank harmless against and from any and all losses, costs, fees, claims or liabilities incurred by Citibank in connection with all services provided by Citibank to you or any other dealings between you and Citibank, including, without

limitation, any claim or liability resulting from an endorsement on any Instrument or instruction, whether arising out of a forged or unauthorized signature on that Instrument or for any other reason whatsoever.

Additional Deposit Accounts

You acknowledge and agree that the signature requirements that you provided to us at the time of opening your first Deposit Account will apply to any additional Deposit Accounts that you may subsequently open, unless changes are requested by you and accepted by us. We may also, at our sole discretion, require your signature prior to opening any additional Deposit Accounts.

BANKING WITH US

Our records with respect to all transactions shall be conclusive and binding on you.

Electronic Banking

By using Electronic Banking, you agree that the following shall apply to:

Transactions processed at a Machine

1. Your Personal Identification Number (PIN) along with your Citibank Banking Card (CBC) gives you access to your Accounts at a Machine.
2. The maximum amount that you may transact each day through a Machine is determined by us when you apply for Electronic Banking.
3. Machine access may not be available for all Accounts.
4. Funds deposited by way of a Machine to your Account will not be made available for withdrawal until we have verified and accepted the deposit.
5. The record of the transaction produced and dispensed by the Machine is a confirmation of your transaction at that time subject to our verification and acceptance of the contents of the envelopes placed in the Machine.

6. If you withdraw foreign currency from a Machine, the withdrawal amount will be converted into the currency of your Account using the conversion rate that Citibank receives with the transaction. You acknowledge that the currency conversion may not happen on the day of your withdrawal.
7. Your CBC shall at all times remain our property.

Transactions processed through the Internet

8. Your Personal Access Code (PAC) together with your Client Identification Number (CIN) gives you access to your Accounts via Citibank Online.

Transactions processed through Automated Telephone Banking

9. You must enter your Client Identification Number (CIN) and Telephone Access Code (TAC) every time you use automated telephone banking.

Transactions processed through Fax Banking

10. We shall only accept instructions by way of facsimile, subject to Citibank's sole discretion, unless otherwise stipulated in these Terms and Conditions when we are provided with your name, Account number, detailed instructions of the transaction and a verifiable signature.

CitiPhone Banking

By using CitiPhone Banking, you agree that:

We shall only accept instructions when we are provided the appropriate customer verification information established by us. Citibank may change the customer verification requirements from time to time without giving you notice. You will not divulge to any person the verification information that Citibank requests to identify you. It is your responsibility to ensure this information remains confidential.

By using Electronic Banking and CitiPhone Banking (collectively known as the "Banking Services"), you agree that:

Confidentiality

1. Your Personal Identification Number (PIN), Telephone Access Code (TAC) and Personal Access Code (PAC) - whether provided to you by us or which you may select - is an Electronic Signature and is equivalent to your written signature(s). Each time you use your Electronic Signature, you are authorizing Citibank to transact on your Account.
2. You will not divulge to any person your Electronic Signature and Client Identification Number (CIN), or let anyone else use your Citibank Banking Card (CBC) under any circumstances. You will not keep any record of your Electronic Signatures in the same place as your CBC or CIN.
3. You will not divulge to any other person the customer verification information required by us in order to transact through CitiPhone Banking.
4. When choosing your own Electronic Signatures, use the following guidelines:
 - Ensure that each code that is chosen for your PIN, TAC and PAC are unique;
 - Do not use the same code, or portion thereof, for your PIN, TAC and PAC; and
 - Do not choose a code that is easily associated with you, e.g. your date of birth, your telephone numbers, your address, your nickname or your bank account numbers.

Liability

5. You are responsible for any losses or costs arising from keying errors or any other errors made by you using Electronic Banking.
6. You are responsible for worthless and/or fraudulent deposits at Machines.
7. You will keep your Electronic Signatures confidential; secure from all persons without exception and apart from your Citibank Banking Card (CBC)/Client Identification Number (CIN) at all times.

8. You are responsible for the care and safety of your CBC/CIN and your Electronic Signatures.
 9. **You are responsible for notifying us immediately by telephone and in writing, of the loss, theft or any unauthorized use of your CBC, CIN or Electronic Signatures, or if any of your Electronic Signatures become known to any other person for any reason. Your liability will cease only after we receive notice of such loss, theft or unauthorized use.**
 10. You are liable for all transactions incurred using your Electronic Signatures.
 11. You are liable for all debts, withdrawals and Account activity resulting from:
 - Authorized use of your CBC/CIN by persons to whom you have made your CBC/CIN and/or Electronic Signatures available.
 - Unauthorized use of your CBC/CIN and Electronic Signatures, where you have made available for use your CBC/CIN and Electronic Signatures by keeping them together or in such a manner as to make them available for use, until we have received notice of loss, theft or unauthorized use.
 12. You will be considered as contributing to the unauthorized use of your CBC/CIN or Electronic Signatures and you will be fully liable for all losses, damages, transactions, debts, withdrawals or other Account activity where:
 - The Electronic Signature you have selected is a code that is easily associated with you, such as your date of birth, your telephone numbers, your address, your nickname or your bank account numbers;
 - You write your Electronic Signature down or keep a poorly disguised written record of your Electronic Signature, such that it is available for use with your CBC/CIN; or
 - You reveal your Electronic Signature, resulting in the subsequent unauthorized use of your CBC/CIN and Electronic Signature together.
 13. Until such time as you notify us of the loss, theft or unauthorized use of your CBC/CIN and/or Electronic Signature, you will be liable for all losses, damages, transactions, debts, withdrawals or other Account activity. There are two withdrawal limits that apply to the CBC: one for ABM withdrawals and the other for POS transactions. These limits apply for transactions conducted over specific periods, for example per day or per week etc. These limits, and the period that is applicable to the limits, are imposed by us, and may change from time to time, at our sole discretion, without giving you notice. Your liability for loss within each period will not exceed the limits established for that period. In some circumstances, such losses and damages, may exceed your Account balance if your Account has overdraft protection, or is linked with another Account or other Accounts or if a fraudulent deposit has been made to your Account.
 14. Joint Account Holders may use Banking Services as long as two or more signatures are not required to perform banking transactions. All Joint Account Holders must choose their own PIN, TAC and PAC. In cases where there is more than one Account Holder for an Account, all Account Holders will be jointly and severally liable.
 15. We will not be liable for any fees, losses, delays, damages, expenses or inconvenience of any kind or nature whatsoever arising directly or indirectly out of the use of, or inability to access the Banking Services including but not limited to any fraud perpetrated against your Account or our failure to carry out the instructions you give us.
 16. Transactions may not always receive same day value. Delays may occur depending on factors such as the day of the week, time of the day, holiday status, or system problems at the time of the transaction. We will not be liable for any loss resulting from such delays or non-performance of any Machine or system.
 17. We are not responsible for any errors that you make during a transaction.
 18. You agree to indemnify and save Citibank harmless from and against any and all losses, delays, damages, expenses or inconvenience of any kind or nature whatsoever, incurred by you or any third party, directly or indirectly in connection with any of the following:
 - Our non-completion of a transaction if, at our sole discretion, we are not satisfied that you initiated the transaction;
 - Failure to act on an incomplete or illegible transmission;
 - Failure to act on a transaction that creates an overdraft in your Deposit Account;
 - Fraudulent transactions;
 - Non-receipt of transmission;
 - Non-completion of a transaction due to circumstances beyond our control;
 - Non-verifiable signature;
 - Duplicate or erroneous instructions originated by you; or
 - Our inability to contact you to confirm a transaction.
- Our Rights**
19. We may establish and change limits, dollar or otherwise, from time to time, on the various types of transactions you can do by using the Banking Services without giving you notice.
 20. We reserve the right to charge or impose fees for Banking Services. All Banking Services transactions are subject to the Customer Instructions section.
- Cancellation of Services**
21. We may at any time, without notice, withdraw or limit the availability of, or permission to use, the Banking Services, or cancel all or part of the Banking Services, without any liability to you or third parties, of any kind or nature whatsoever.
 22. You may cancel all or part of the Banking Services at any time by contacting the CitiPhone Banking Centre.
 23. In all cases, you will remain liable to us for all obligations to us until all amounts owed to us have been paid in full, including without limitation, all interest, service fees or other charges owing with respect to your Accounts or any transactions conducted by you.
- Dispute Resolution**
24. If you disagree with the accuracy of any transactions, please contact the CitiPhone Banking Centre immediately.
 25. You will not hold us responsible for non-receipt of or any problems encountered by you with the goods and services that you obtain from third parties by using your Citibank Banking Card (CBC). Any disputes or claims regarding the goods or services purchased must be settled directly between you and the merchant.
 26. We will respond to and investigate information you provide about questionable or unauthorized CBC/Client Identification Number transactions and/or make a determination regarding reimbursement as soon as possible but no later than ten (10) Business Days after you report to us such questionable or unauthorized transactions. During the course of our investigation, we may require a signed written statement (or where appropriate, a signed written affidavit) from you that may result in a temporary suspension of the ten (10) day time limit, until the requested

information is received and the appropriate documents signed. In the event of a dispute, we will inform you of the reasons for our decision and describe our dispute resolution process.

OPERATION OF YOUR ACCOUNTS

Not all services are available through the various banking methods made available by Citibank. If you have any questions about a particular service and how it may be accessed, please contact the CitiPhone Banking Centre at the number located above.

Bill Payment Services

You are responsible for the accuracy of your instructions and for scheduling bill payments sufficiently in advance of the bill's due date. We suggest you pay your bill several days in advance of the bill's due date because it may take up to three (3) Business Days for your payments to be received and processed by third parties.

Bill payments will be processed on the date you specify unless this day does not fall on a Business Day, or made at a Machine, in which case your bill payment will be processed on the following Business Day.

If we are unable to debit your Account for a bill payment, due to insufficient funds in your Account, we will attempt to pay it on the next two consecutive Business Days. On the third attempt, if there are still insufficient funds to pay the bill, we will cancel the transaction. You also authorize us to debit a NSF Items fee, based on the Citibank Canada Banking Services Fees document, from the Account which the bill payment was attempted.

We will not be responsible for any delays or errors that may occur if you pay any of your bills through us. For a complete list of bill issuers that can be paid using our bill payment services, please call the CitiPhone Banking Centre.

If you have a dispute with a bill issuer concerning failure of that bill issuer to give you credit for bill payment, or the imposition of any

additional charges such as late fees or interest penalties, etc., you agree to settle that dispute directly with the bill issuer.

All bill payments are subject to the Customer Instructions section.

Stop Payment

You may ask us to place a stop payment of a Pre-authorized Debit (PAD) or cheque drawn on any of your Accounts, or a draft, if it has not already been paid, rejected or is in the process of being paid or rejected.

Stop payment requests on cheques, PADs or drafts are only processed on Business Days. We do not accept and will not process stop payment requests initiated by fax.

For us to attempt stop payment of your cheque, PAD or draft, you shall provide us with instructions to stop payment, such instructions to include the cheque number, the date of the cheque, PAD or draft, the currency and the exact amount of the cheque, PAD or draft, the name of the payee, the reason for the stop payment and the full Account number on which the cheque or PAD is drawn or any other information that Citibank may request from time to time. Citibank will not be responsible for any losses, damages, or expenses which you may suffer as a result of Citibank not being able to effect a stop payment if:

(1) the information you provide is not complete and correct; (2) you do not give us other reasonable information requested about the cheque, PAD or draft; or (3) you do not provide us with a reasonable time period in which to attempt to stop payment of your cheque, PAD or draft.

The stop payment order in respect of a cheque or PAD will be placed for a period of one hundred eighty seven (187) days from the date of the cheque or PAD, unless instructions are renewed or terminated in writing by you prior to such expiry date. There is no expiry date for the stop payment on a draft.

You also authorize us to debit a fee

for this service from an Account you have with us.

You further agree to indemnify us against any claims, losses, damages, or expenses incurred directly or indirectly by you as a result of:

- Our execution of the stop payment request;
- Payment or certification of the item through inadvertence or oversight provided we have complied with our procedures for handling stop payment orders;
- Your failure to provide proper details of the cheque, PAD or draft; or
- A court order or law.

All stop payments are subject to the Customer Instructions section.

Drafts

When you request a draft, we will follow a security procedure established for your protection and ours, to verify that the draft has been properly authorized.

You agree to the purchase of a draft, whether or not authorized by you, provided we have accepted the draft request in accordance with our established security procedure.

You authorize us to debit our fee for this service from an Account you have with us.

We are not responsible for any fees, losses, damages, expenses or inconvenience of any kind or nature whatsoever, incurred by you as a result of delays in the receipt of a draft.

We reserve the right to reject any request for a draft. We may not honour your request if you have insufficient funds in your Account, your request is unclear or incomplete, or if for legal or any other reason your request is unsatisfactory to us.

If you decide to cancel or change your draft request, you may do so only if we receive your instructions before the draft has been issued and provided we have reasonable time to act on your instructions.

If a refund of the draft is required, Citibank will refund the amount of

the draft in Canadian dollars. If an exchange rate is required for the refund, Citibank will use the draft buying rate in effect at the time the refund is made.

All draft requests are subject to the Customer Instructions section.

Wire Transfers

Wire Transfer Requests

When you request a wire transfer, we will follow a security procedure established for your protection and ours, to verify that the wire transfer has been properly authorized.

You agree to the wire transfer, whether or not authorized by you, provided we have accepted the wire transfer request in accordance with our established security procedure.

You will advise us of the bank to receive the wire transfer (which shall be called the "Receiving Bank"). Once the funds are sent to the Receiving Bank, it becomes the Receiving Bank's responsibility to locate, identify and make payment to the recipient. Once we have remitted the funds, we cannot be held liable for any error, delay, or failure by the Receiving Bank to make payment. We cannot be held liable for any error, delay or in the unexpected event that the wire transfer itself fails, or the Receiving Bank fails to make payment. We are not responsible for any fees, losses, delays, damages, expenses or inconvenience of any kind or nature whatsoever incurred by you or the recipient, directly or indirectly, in your dealings with the Receiving Bank.

For wire transfers to recipients and Receiving Banks in other countries, we will normally convert the funds to the currency of the destination country, at our then current exchange rate. If you want the funds sent in Canadian or U.S. dollars, we cannot guarantee that the recipient will receive the funds in Canadian or U.S. currency. The actual amount that the recipient receives may be reduced by any charges that may be imposed by the Receiving Bank.

If you decide to cancel or change your wire transfer request, you may do so only if we receive your instructions before we have sent the wire transfer and provided we have reasonable time to act on your instructions. In general, after we have sent your wire transfer, you will not be able to cancel or change it unless the Receiving Bank consents to such a request. We and/or the Receiving Bank may impose a charge for cancelling or changing a wire transfer and for any required currency conversion. We will not be liable to you for any fees, losses, delays, damages, expenses or inconvenience of any kind or nature whatsoever resulting from the failure of the Receiving Bank to cancel or change your wire transfer. We reserve the right to reject your request for a wire transfer. We may not honour your request if you have insufficient funds in your Account, your request is unclear or incomplete, or if for legal or any other reason your request is unsatisfactory to us.

All wire transfer requests are subject to the Customer Instructions section.

Incoming Wire Transfers

Citibank at its sole discretion reserves the right to refuse, cancel or reject any incoming wire transfer for any reason without giving you notice and without any liability to you or the sender.

If we receive an incoming wire transfer that is not in the currency of your Account, we will convert the funds received into the currency of your Account at our exchange rate in effect on the processing date.

You agree that Citibank is not required to provide any notice to you that it has agreed to receive an incoming wire transfer.

You also authorize us to debit our fee for this service from your Account.

All incoming wire transfers are subject to the Customer Instructions section.

Citibank Global Transfers

When you send a Citibank Global Transfer, you authorize Citibank

to debit your Account with such amounts as may be selected by you with respect to each Citibank Global Transfer initiated by you and any service fee associated with Citibank Global Transfers. The fee will be debited in the currency of the Account.

For Citibank Global Transfers that involve a foreign currency conversion, the converted amount will be disclosed for your acceptance prior to completing the transaction.

You acknowledge that the recipient of the Citibank Global Transfer may also be charged a fee for this service by the receiving Participant.

Upon receipt of your transfer instructions, you waive any right, and do not require us or any other Participant, to obtain the consent of the recipient of the Citibank Global Transfer.

You agree that when conducting Citibank Global Transfers, both the sender's and recipient's Personal Information will be shared by the applicable Participants. Personal Information is a person's name, address and account information. You agree that you will not initiate a Citibank Global Transfer unless you have received the consent of the recipient to (a) the use of the recipient's Personal Information and (b) the disclosure of such information to the applicable Participants. Personal Information collected by any Participant relating to the Citibank Global Transfer will be treated in accordance with each Participant's privacy policies. You agree that each Participant, including Citibank, will share the sender's and recipient's Personal Information with other applicable Participants and their respective suppliers and agents for the purposes of operating Citibank Global Transfers.

Each Participant may set limits for the amount of money and/or the frequency you are permitted to send or receive from time to time. Each Participant may reject attempts to send or receive Citibank Global Transfers that exceed such limits.

You agree that Citibank is not

required to provide any notice to you that it has agreed to receive a Citibank Global Transfer and to credit your Account. You also authorize us to debit our fee for this service from your Account. The fee will be debited in the currency of the Account.

Once you send a Citibank Global Transfer, you will not be able to stop or reclaim the amount transferred. No Participant will be liable to you for any fees, losses, delays, damages, expenses or inconvenience of any kind or nature whatsoever incurred by you or third parties resulting from our inability to cancel or change a request for a Citibank Global Transfer.

Each Participant, including Citibank, reserves the right to refuse, cancel or reject your request for a Citibank Global Transfer for any reason without giving you notice and without any liability to you or the recipient.

We cannot be held liable for any error, delay or in the unexpected event that the Citibank Global Transfer itself fails, or if the Participant fails to make payment. We are not responsible for any fees, losses, delays, damages, expenses or inconvenience of any kind or nature whatsoever, incurred by you or the recipient directly or indirectly in your dealings with any Participant.

You are responsible for any losses or costs arising from keying errors or any other errors made by you when you conduct a Citibank Global Transfer.

All Citibank Global Transfers are subject to the Customer Instructions section.

Funds Transfers

Debit Transfers

This part of the Terms and Conditions constitutes a Debit Transfer Agreement ("Debit Agreement") between you and Citibank and also constitutes your continuing authorization to Citibank to transfer funds into your Citibank Account from your External Account (each, a "Debit Transfer") in

accordance with instructions you give to us by telephone, by fax, by writing, electronically or by such other means as may be acceptable to Citibank, at its sole discretion, using procedures set out in these Terms and Conditions. In giving us this authorization, you acknowledge that you understand and agree to participate in these arrangements for Debit Transfers subject to these provisions. You acknowledge and agree that:

1. "Financial Institution" means the Canadian financial institution where you maintain your External Account.
2. This authorization is provided for the benefit of Citibank and your Financial Institution.
3. Applying for this service constitutes delivery of this authorization to Citibank and also constitutes delivery of the authorization by you to your Financial Institution.
4. This authorization is provided in consideration of the Financial Institution agreeing to process a Debit Transfer in accordance with the rules of the Canadian Payments Association.
5. We may decline to process a Debit Transfer if the requested transaction does not comply with this Debit Agreement or the rules of the Canadian Payments Association.
6. You authorize Citibank to transfer funds from your External Account to your Citibank Account, in accordance with your transaction instructions. Upon receipt of your transaction instructions, you waive any right to, and do not require Citibank to obtain pre-notification from your Financial Institution of an impending Debit Transfer.
7. Citibank at its sole discretion may set limits on Debit Transfers to your Account (or to all your Accounts in the aggregate, if you have more than one Account) from your Financial Institution. Such limits may change from time to time.

8. If you established an arrangement for us to process recurring Debit Transfers to your Account in a fixed amount, then that arrangement is subject to this Debit Agreement.
9. Your Financial Institution is not required to verify that a Debit Transfer (including the amount) has been issued in accordance with the particulars of this Debit Agreement.
10. Your Financial Institution is not required to verify that any purpose for which the Debit Transfer was issued has been fulfilled by us before it processes the Debit Transfer.
11. You may cancel this Debit Agreement at any time by giving us notice in writing, providing we have reasonable time to act on your instructions.

You warrant and guarantee that all persons whose signatures are required to sign on the External Account have signed the Application form for your Account or Citibank's form designating an External Account. This warranty and guarantee shall be deemed amended by the warranty and guarantee of signature given by you when designating any other External Account.

You certify that all information about the External Account that you have provided to us is accurate. You agree to notify Citibank, in writing, of any change in the information describing your External Account prior to the next due date of any recurring Debit Transfer in a fixed amount.

You may dispute a Debit Transfer if:

1. The Debit Transfer was not made in accordance with this Debit Agreement;
2. No authorization was given; or
3. This Debit Agreement was revoked.

In order to be reimbursed, you must complete a declaration that either (1), (2) or (3) took place and must present the declaration to the branch of your Financial Institution within ninety (90) calendar days after the date on which the

disputed Debit Transfer was posted to your External Account.

You acknowledge that a claim on the basis that your authorization was revoked, or any other reasons, is a matter to be resolved solely between you and Citibank when disputing any Debit Transfer after ninety (90) calendar days.

Your authorization under this Debit Agreement applies only to Debit Transfers and does not otherwise have any bearing on any agreement for other services, your obligations and liabilities to us under these Terms and Conditions. All Debit Transfer requests are subject to the Customer Instructions section with such changes as are necessary to give the foregoing section meaning and effect to a Debit Transfer.

You also authorize us to debit our fee for this service from your Account.

Credit Transfers

This part of the Terms and Conditions constitutes a Credit Transfer Agreement ("Credit Agreement") between you and Citibank and also constitutes your continuing authorization to Citibank to transfer funds from your Citibank Account(s) to account(s) at the "Receiving Financial Institution", which accounts may be accounts opened in your name or opened in the names of other persons (each, a "Credit Transfer") in accordance with instructions you give us by telephone, by fax, by writing, electronically or by such other means as may be acceptable to Citibank, at its sole discretion. We will follow a security procedure established for your protection and ours to verify that the Credit Transfer has been properly authorized. You agree to the Credit Transfer, whether or not authorized by you, provided we have accepted the Credit Transfer request in accordance with our established security procedures.

Upon your request, we will process a Credit Transfer. Once the funds are sent to the Receiving Financial

Institution, it becomes the Receiving Financial Institution's responsibility to locate, identify and credit the account(s) in which the funds are to be deposited. We cannot be held liable for any error, delay or failure by the Receiving Financial Institution to deposit funds into the accounts held with them. We are not responsible for any fees, losses, delays, damages, expenses or inconvenience of any kind or nature whatsoever, incurred by you or the recipient of the funds directly or indirectly in dealing with the Receiving Financial Institution. If you decide to cancel or change your Credit Transfer request, you may do so only if we receive your instructions before we have sent the Credit Transfer and provided we have a reasonable time to act on your instructions. In general, after we have sent your Credit Transfer, you will not be able to cancel or change it unless the Receiving Financial Institution consents to such request. We and/or the Receiving Financial Institution may impose a charge for cancelling or changing a Credit Transfer. We will not be liable to you for any losses resulting from the failure of the Receiving Financial Institution to cancel or change your Credit Transfer.

We reserve the right to refuse or reject your request for a Credit Transfer. We may not honour your request if you have insufficient funds in your Account, your request is unclear or incomplete, or if for other legal or practical reasons, we are unable to comply with your request or your request is unsatisfactory to us.

All Credit Transfer requests are subject to the Customer Instructions and Debit Transfers sections with such changes as are necessary to give the foregoing sections meaning and effect to a Credit Transfer.

You also authorize us to debit our fee for this service from your Account.

Overdrawn Accounts

You may not overdraw your Account unless you have applied

for and been approved for Overdraft Protection for each Account you have with us. Please refer to the Overdraft Protection section for information about our overdraft protection services. Citibank may at any time at its sole and absolute discretion, without giving you notice, refuse to honour any Instrument which, if honoured, might overdraw an Account or increase an overdraft in an Account even if Citibank has honoured unauthorized overdrafts in the past. Citibank may return the Instrument unpaid and charge your Account an NSF Items fee based on the Citibank Canada Banking Services Fees document.

Notwithstanding the generality of the foregoing, unless Citibank has received in a timely fashion specific instruction to the contrary, Citibank may, at its sole discretion, extend overdraft privileges to your Account to permit an Instrument to be honoured. You agree that any overdraft created in this manner will be considered a request by you for credit and you will repay, on demand, the overdraft amount together with interest on such overdrafts, including interest on overdue interest, at the annual rate charged by Citibank from time to time for such overdrafts.

You agree that Citibank will charge you interest at Citibank's overdraft interest rate in effect from time to time. The overdraft interest rate may be obtained by calling the CitiPhone Banking Centre. A service charge may also be applied to all overdrafts. Interest is calculated on a daily basis commencing on the date that your Account is overdrawn and charged monthly to your Account. You agree that you will be liable for and will pay such interest both before as well as after Citibank demands payment of the overdrawn amount and all accrued interest thereon.

You agree to reimburse Citibank the amount of Citibank's costs incurred to recover any indebtedness including collection costs, registration costs, legal fees and court costs on a substantial

indemnity basis.

You agree that at Citibank's sole discretion, Citibank may apply each of your deposits first to pay interest due on any overdrawn amounts, and other costs and charges applicable to the overdraft, and then any remaining balance to reduce the principal amount of any overdrawn amount.

Overdraft Protection

If you have chosen the overdraft protection facility made available to you by Citibank, you agree that:

1. The maximum amount your chequing Account may be overdrawn is determined in accordance with Citibank's credit criteria and shall be the pre-approved amount determined by Citibank, at its sole discretion, from time to time ("Overdraft Protection Limit").
2. You may overdraw your chequing Account up to your Overdraft Protection Limit by the same methods you use to access your deposit balances.
3. Citibank reserves the right to ask you to repay any overdrawn amount including all accrued interest thereon and any applicable fees on demand at any time.
4. Your chequing Account shall not remain overdrawn for more than three (3) consecutive months.
5. Citibank reserves the right to terminate your overdraft protection facility at any time without giving you notice. Any outstanding overdrawn balance in your chequing Account shall, without limiting any other of Citibank's rights, become immediately due and payable on demand. You may terminate your overdraft protection facility by written notice to Citibank, but termination does not relieve you of your obligations as set out herein until the outstanding overdrawn balance has been paid in full.
6. We will have no obligation to process withdrawals that exceed the Overdraft Protection Limit, or that would further exceed the

Overdraft Protection Limit even if we have done so in the past.

Overdraft Transfer Service

If you request this service, you authorize us to cover any overdrafts that may occur in your chequing Account(s) as a result of a cheque or Pre-authorized Debit transaction by way of transferring funds from one of your Accounts to cover such overdrafts. If the source Account is in a different currency than the destination Account, we will convert the funds into the currency of the destination Account at our exchange rate in effect on the day of the transfer. You also authorize us to debit a fee from your Account to pay for this overdraft transfer service. We will transfer funds to cover an overdraft in your chequing Account only if there is sufficient money in one Account to cover the full amount of the overdraft and the fee for executing the transfer.

Endorsements

Whenever you deposit a cheque or other non-cash item, it should be made out to your name and Citibank may require that it be endorsed on the back with your signature and the following words: "For deposit to Account number (your Account number)". For both Citibank's and your protection, Citibank does not accept cheques that are payable to third parties, even if they are endorsed in favour of and by you.

Your endorsement on Instruments shall be deemed to represent and warrant the authenticity of all endorsements on such Instruments. You authorize Citibank to provide any missing endorsements on your behalf and, upon request by us, undertake to provide any missing endorsements. You shall return to Citibank the amount paid on such Instruments if any necessary missing endorsements are not provided within a reasonable time, or, if owing to the nature of any endorsements or their being forged or unauthorized, it would appear that payment of such amount was improperly made.

Waiver of Protest

You waive presentation, protest and notice of dishonour on all Instruments which we receive in any way for discount, deposit, collection or acceptance on your Account. You will be liable to us for any Instrument received for your Account as if it were presented, protested and given notice of dishonour in the usual way.

Use of Agents

Citibank may use the service of any bank, credit union, trust company, correspondent bank, courier service or other agent as it may deem necessary in connection with the services or Accounts under these Terms and Conditions, and any agent employed by Citibank for any of these purposes may employ subagents.

Any agent under this subsection, including, without limitation, any member of the Citigroup Organization other than Citibank, shall be your agent and Citibank shall not be accountable or liable to you for any act or omission of the agent in the performance of its services including, without limitation, any loss or damage arising by reason of loss, destruction or delayed delivery of any Instrument, security, certificate or document of any kind while in transit to or from the agent or while in its possession.

Hold on Deposits

Citibank reserves the right to refuse to accept any deposit to an Account. Citibank is authorized at its sole discretion to hold any cheque or other Instrument deposited by you for credit to your Account for such period of time as Citibank deems necessary, or to send such cheque or other Instrument for collection as provided below, to confirm that payment on such cheque or other Instrument has been or will be made. Until such time as payment has been made or Citibank is satisfied that payment will be made, you will not be entitled to withdraw from the Account a sum equivalent to the amount of such

cheque or other Instrument.

For Instruments drawn on a financial institution's branch located in Canada, the maximum period during which Citibank may hold the funds before releasing them will be ten (10) Business Days for encoded cheques or other Instruments and fourteen (14) days for un-encoded cheques or other Instruments. For Instruments drawn on a financial institution's branch located outside Canada, the maximum period during which Citibank may hold the funds before releasing them will be thirty (30) Business Days. We may extend this hold period if payment for the cheques or other Instruments has not been received by us from a foreign financial institution within that initial maximum hold period.

The maximum hold periods may also be extended where required in order to complete investigations as to the validity of a cheque or other Instrument, or due to situations beyond our control, such as a system outage or natural catastrophe.

All cash deposits made at THE EXCHANGE[®] Network ABMs are automatically held for a minimum of five (5) Business Days and a maximum of ten (10) Business Days. Notwithstanding the above, Citibank reserves the right to place a hold on each cash deposit (the amount as may be determined by legislation or by Citibank at its sole discretion) until you provide us with a completed and signed declaration (the "Declaration") of the source of such cash deposit. Citibank will send the Declaration to your most recent address for completion. If the Declaration is not completed by you in full to Citibank's satisfaction, Citibank reserves the right to return the cash deposit to you and you waive any right or demand for any interest accrued on the cash deposit during the hold period.

Collection

We may also accept cheques or other Instruments from you on a "collection" basis only. This means that the funds will be credited to

your Account only if and when payment for the items has been received by us from the other financial institution. A service charge will be applied.

Withdrawals

We reserve the right to require seven (7) days written notice of any withdrawal.

Interest

Current interest rates and a description of how interest rates are calculated are found in the Citibank Canada Account Rates and Fees document which may be obtained by calling the CitiPhone Banking Centre.

Foreign Currency Exchange Rates

When you conduct a transaction that involves a foreign currency conversion, the exchange rate that is applied varies depending on the banking method used.

Fees, Charges and Penalties

You agree to pay us our usual fees and charges respecting the operation of your Account(s) and the services performed by us, as such fees and charges may be disclosed by us to you from time to time. We may change our fees and charges at our sole discretion.

We will notify the Primary Account Holder in writing, through Citibank Online, or by posting a notice in our branch offices of any new charges or if we increase the charges applicable to the Account.

For current fees and charges, please call the CitiPhone Banking Centre.

You authorize and direct us to charge against the Account such fees and charges as are payable from time to time, in the currency of the Account. If you do not have sufficient funds in the Account to pay all applicable service fees and charges, they may be charged to any other Account you have with us. You authorize Citibank to debit your Account for service charges that may apply from time to time which may cause your Account to overdraw.

You agree to pay Citibank, on demand, any costs incurred by us

to recover amounts owed to us, including without limitation, legal fees and disbursements on a substantial indemnity basis. If such costs are not paid on demand, they will be charged against and deducted from your Account(s).

If the funds in your Account are attached or your use of them is restricted by a legal order, we reserve the right to charge your Account a fee to help cover our costs of complying with the order. If a personal Account is being used for business purposes, you may be subject to business service charges, including but not limited to, monthly Account fees and transaction charges.

Responsibility for Use of Your Cheques/Instruments

You are in the best position to discover a forged or unauthorized cheque or other Instrument, or a material alteration to a cheque or other Instrument drawn by you. All transactions with your cheques will be reflected in your Account - even if you did not perform or authorize the transaction. You are responsible for all use, including any forgery, of your cheques or other Instruments, and we will have no responsibility for such use including any forgery, unless you prove that you took reasonable precautions to protect them and that you exercised reasonable care in examining your statements and transaction information.

You must promptly notify us of any forged or unauthorized cheque or other Instrument, or material alteration as soon as you discover it. You also agree to inform us immediately if any cheques or other Instruments are lost or stolen. If you do not, you will be responsible for any improper use of these cheques or other Instruments.

Verification of Account/Error Reporting and Claims

All statements, notices, confirmations, correspondence and other documentation (collectively known as "Written Communication"), will be sent to

the Primary Account Holder at the last known address as shown in our records. If you are the Primary Account Holder, you agree to notify all other Account Holders of this Written Communication upon receipt. Mailing of Written Communication to the Primary Account Holder, or holding them as instructed by the Primary Account Holder, shall constitute notice to all Account Holders.

If you do not receive any Written Communication within ten (10) days of the normal date of delivery, you will immediately notify us in writing. If previous monthly statements have been returned to us as undeliverable, your monthly statements will cease until such time as you provide us with a current mailing address. If you fail to contact us and advise us of your current mailing address, or you fail to request a copy of your most recent monthly statement, you will be deemed to have knowledge of and accept the transaction information posted to your Account as valid and correct.

If any Written Communication sent in the mail becomes lost, damaged, stolen or destroyed, or is not delivered to you or received by you for any reason whatsoever, you will indemnify and hold Citibank harmless from and against any and all liabilities, losses, claims, or demands made upon Citibank in connection therewith. We are relieved of all liabilities arising out of loss or non-receipt of any Written Communication mailed or held by us.

Upon the receipt of any Written Communication detailing Account activities, you will examine and verify these documents, and will notify Citibank in writing of any errors or omissions you discover within thirty (30) days of the date of these documents. You will notify Citibank in writing of any unauthorized or forged Instruments immediately upon becoming aware of them. At the end of the thirty (30) day period referred to above, Written Communication rendered by

Citibank shall be conclusive evidence without any further proof that all entries therein are correct and you will be conclusively deemed to have accepted all such entries, except as to errors, irregularities, or omissions of which you have notified Citibank in writing within the thirty (30) day period. Citibank shall not be liable to you for any loss or claim arising as a result of any errors or omissions in such Written Communication.

Dormant Deposit Accounts

Your Deposit Account will be classified as dormant if you have not conducted any transactions or made any contact with us within a twelve (12) month period. Upon your Deposit Account being classified as dormant, your ability to use the Banking Services will be suspended.

The following condition only applies to Canadian dollar Deposit Accounts. After two (2) years of no customer initiated contact, a notice will be sent to you by mail. If you do not respond within ninety (90) days after the notice has been mailed, a service charge will be levied. If there are insufficient funds in your Deposit Account to cover this service charge, you authorize us to close the Deposit Account without giving you notice. The same process will occur after the fifth (5th) year and ninth (9th) year. After the tenth (10th) year, funds in your Deposit Account will be transferred to the Bank of Canada in accordance with the provisions of the Bank Act, and we shall be deemed to have then closed the Deposit Account.

Following the remittance of unclaimed balances to the Bank of Canada, you will be required to file a formal claim with the Bank of Canada to recover same.

Whereabouts Unknown

You are responsible for advising us of any change of address. If your statement is returned to us, we will use our best efforts to locate you using the last known telephone number as shown in our records. If we are unable to establish contact

with you, we will change your status to "Whereabouts Unknown" on our records. As a result, your ability to use the Banking Services will be suspended, and your statements will not be mailed to you.

Death or Incapacity of an Account Holder

In the event Citibank receives notice of your death or incapacity, Citibank may at its sole discretion put a hold on all your Accounts until Citibank has been provided with certified copies of the death certificate and such other documentation as Citibank may require. Citibank shall be deemed to have received formal notice of your incapacity if Citibank has received written statements from a medical doctor that you are incapable of managing property because you are unable to understand information relevant to making a decision about the management of property and/or that you are not able to appreciate the reasonably foreseeable consequences of a decision or lack of a decision. Citibank shall be entitled to, but not obliged to, rely completely on such statements made by the medical doctor regarding your incapacity without further or independent enquiry. If we are not notified of your death or incapacity, we are not responsible for any improper transactions that may occur. These Terms and Conditions are binding upon you, your successors, permitted assigns, heirs, executors, administrators and other legal personal representatives.

Sale, Transfer and Assignment

Citibank may sell or otherwise transfer or assign all or any portion of its rights in and to your Account without your consent. Should ownership of the Account be transferred, you will be notified of the name, address, and telephone number of the assignee. You agree to provide, or that Citibank may provide, to an assignee or prospective assignee any information regarding your Account provided by you to Citibank or any such information

subsequently obtained by Citibank. Sale or transfer of your Account does not affect the Terms and Conditions under such Account. Ownership of your Account is not transferable by you.

Right of Setoff

Citibank or any member of the Citigroup Organization may at any time and without notice effect a right of setoff. This means we can use your Deposit Accounts (including unmaturing term deposits/GIC accounts) to pay off any outstanding debts or liabilities you owe us and/or any member of the Citigroup Organization. We can do this even if we have not demanded payment from you or the debt has not matured, and whether the obligations are held individually or jointly. For this purpose, we may convert all or any part of any credit balance into any currencies that may be necessary to give effect to the foregoing at such rates that are available to Citibank at its sole discretion. This right of setoff may be applied against the assets of a joint Account even if not all Joint Account Holders are liable for the obligation in respect of which the right of setoff is being exercised. Without limiting the generality of the foregoing, and notwithstanding any other provisions in this Agreement, you hereby irrevocably authorize and direct Citibank to deduct from any Account that you have with us all service fees, interest, charges and other costs and expenses owing to Citibank or any member of the Citigroup Organization.

Opening Your Account

Citibank reserves the right to verify the information you provide at Account opening, including obtaining credit reports to verify your identity and that the Account is not being opened for fraudulent or improper purposes, if you have consented to us obtaining credit reports in your Account Application. Citibank also reserves the right not to open any Account(s) for any reason whatsoever at its sole discretion, as long as Citibank

complies with current legislation applicable to it.

Closing Your Account

We reserve the right to close your Account at any time without giving you notice. If we do, we will remit the funds less any service charges, to the last address of the Primary Account Holder shown in our records.

You may close your Account, providing that there is no money owing to us, by written notice to Citibank, but this does not relieve you of your obligations as defined herein.

U.S. Dollar Accounts

All interest payments and statements that relate to your U.S. dollar Accounts shall be in the currency of the United States of America. U.S. dollar Accounts are not insured under the Canada Deposit Insurance Corporation Act. We are not responsible to you for any losses that you may experience due to taxes, duties or depreciation in the value of U.S. funds credited to or debited from your Account. We are not responsible for the unavailability of U.S. funds in your U.S. dollar Accounts due to the laws, rules, orders or regulations of any government or for other causes beyond our control.

Non-Residents

If you reside outside of Canada, you are responsible for being aware of and observing laws, regulations and rules applicable to your use of your Account(s), including any tax, foreign exchange or capital controls and for reporting or filing requirements that may apply as a result of your country of citizenship, domicile or residence. Non-resident Account Holders will be subject to a withholding tax on interest earned on Canadian dollar Deposit Accounts. The rate of withholding tax varies depending on the country of residence. If your residency status changes at any time, you must immediately notify us in writing of your change of status.

TYPES OF ACCOUNT OWNERSHIP

Individual Accounts

Where an Account is established in one individual Customer's name, the Account shall be referred to as an Individual Account.

Joint Accounts

Joint Account Holder(s), individually and together, own the Deposit Account. Upon the death of one Joint Account Holder, the survivor(s) will own the entire Deposit Account except in the province of Quebec. In the province of Quebec, on the death of a Joint Account Holder, disposition of funds deposited in jointly held Deposit Accounts must be provided for by will or as otherwise permitted by Quebec law.

For a Deposit Account requiring only one signature to operate, any Joint Account Holder may conduct transactions or close the Deposit Account. We may accept instructions from any Joint Account Holder for the disposition of any Deposit Account or funds on deposit. We may also, at our sole discretion, require the signature of all Joint Account Holders for any withdrawal, transfer or other disposition of funds credited to the Deposit Account.

For a Deposit Account requiring more than one signature to operate, all Joint Account Holders must authorize each transaction, including closing the Deposit Account.

Accounts in Trust

Subject to any information contained in your Account Application relating to third parties and any applicable laws that may be in force from time to time, Citibank is not required to recognize anyone other than you as having any interest in your Deposit Account, except Joint Account Holders when a Deposit Account is so designated. For example, if by your request Citibank opens a Deposit Account in your name, but uses "In Trust" or "As Nominee" or some similar

designation, whether or not it is for a specified third party, Citibank will only accept instructions for that Deposit Account from you. Citibank is not obligated to obtain permission from any other person. If a Deposit Account is held by you in trust for a minor, upon your death, your estate or any surviving Joint Account Holder(s) shall be entitled to the proceeds of the Deposit Account, unless your estate or any surviving Joint Account Holder has knowledge that the funds were being held in trust by you for a minor.

If a Deposit Account is opened for a trust that is established under a trust deed, the individual(s) signing the Deposit Account Application represents and warrants that they are empowered and authorized to act for and bind the trust, including, without limitation, executing all documents with respect to the trust and as required by Citibank. The trustee(s) further acknowledges and agrees that they are personally liable for all overdrafts, services charges, penalties, interest, and other amounts that may be owed to Citibank or any other members of the Citigroup Organization.

Organization Accounts

Organization Accounts may be opened for a number of different types of Organizations at Citibank's sole discretion. The Organization, as an Account Holder, and each authorized signatory, certifies that all necessary actions have been taken and approvals received to permit the Organization to open an Account and give effect to the provisions hereof, and that the Organization is validly subsisting in the jurisdiction in which it is organized.

All Customers that are Organizations and their authorized signatories shall execute and deliver to Citibank certified copies of such constating documents, agreements, appointments or other documents proving their authority and capacity hereunder from time to time or as Citibank may request. It is the Organization's responsibility to inform Citibank of

any changes in key information such as business structure, authorized signers, signer contact information, etc. Citibank will not be held liable for any losses or claims arising from the Organization's failure to do so.

PRIVACY

By opening, using or maintaining a Citibank Account, you consent to the use and disclosure of your personal information as outlined in our Privacy of Personal Information Statement which is provided to you at Account opening.

GENERAL

General Indemnification

In addition to and without limiting the other indemnities provided for herein, you agree to indemnify and hold us harmless and other members of the Citigroup Organization and all their directors, officers, employees and agents from and against any and all losses, costs, fees, including attorney's fees on a solicitor and own client basis, damages, expenses, claims, suits, proceedings, judgments, demands or liabilities of any nature whatsoever, incurred by you or anyone else directly or indirectly arising from these Terms and Conditions, the provision of any services hereunder or related Accounts and services or otherwise from its relationship with us and other members of the Citigroup Organization or their acts or omissions.

Waiver of Rights

Citibank may at any time and from time to time (a) waive or reduce payment of fees, charges or interest; (b) waive any other of its rights and remedies under these Terms and Conditions; or (c) waive any of your obligations under these Terms and Conditions. Notwithstanding Citibank's waiver as aforesaid, any such waiver by Citibank shall not constitute an agreement by Citibank to a permanent amendment of these Terms and Conditions or the payment or reduction of any applicable fees, charges or interest, all of which obligations, rights and remedies shall remain in full force

and effect and shall be binding upon you and any such waiver shall not obligate Citibank to waive any of your obligations or any of its rights and remedies at any time in the future.

Interpretation

In these Terms and Conditions, a word importing the masculine, feminine or neuter gender only, includes members of the other genders; a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa; a reference to any Act, bylaw, rule or regulation or to a provision thereof shall be deemed to include a reference to any substitution therefore or amendment thereof; the headings to each section are inserted for convenience only and do not form part of these Terms and Conditions; and any provision in these Terms and Conditions which may be specific to a product or service shall not be read to limit the generality of other provisions, and Citibank's related rights shall be treated as cumulative.

Intervening Events

Citibank, other members of the Citigroup Organization, their directors, officers employees and agents shall not be responsible to you for any delay, non-execution, non-completion or misexecution of instructions nor for any diminution in any Account or funds, or inability to access any Account or currency, or other damage, loss, cost or expense, that is directly or indirectly attributable to circumstances beyond our control including but not limited to acts of a governmental body, whether through the exercise of military or usurped powers, terrorist act, expropriation, garnishment, sheriff's execution or otherwise, or to fires, power failures, or to failure or error of any telecommunications, computer hardware, software or other equipment or processes, or recipient bank or governmental or regulatory body acts, restrictions on convertibility, requisitions, or strikes, acts of God or any other cause beyond our control.

Information Storage

You acknowledge and agree that all information relating to your Account(s) shall be maintained or stored by us in such form, and by means of such devices as are generally accepted in the banking industry or authorized by law.

Our records are prima facie evidence of the state of Account(s) between you and Citibank for all purposes including litigation.

You acknowledge and agree that we may use any form of electronic data processing system or the agency services of an electronic data processing service bureau or organization in connection with keeping any of your Account(s).

We are under no obligation to retain original documents, instruments, securities or vouchers on your behalf or in connection with the provision of services to you, other than securities belonging to you and entrusted to us for safekeeping.

Invalid Provisions

Each of the provisions of these Terms and Conditions shall apply to the full extent permitted by law, and the invalidity, in whole or in part, of any provision shall not affect the remainder of such provision or any other provision herein.

Governing Law

These Terms and Conditions shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, including its conflict of laws rules and you hereby attorn to the jurisdiction of the Courts of Ontario who shall have exclusive jurisdiction to hear any dispute arising between the parties.

You must, by law, provide us with your Social Insurance Number so that we may provide Canada Revenue Agency reports of income on your deposits.

Amendments

We may amend these Terms and Conditions at any time and any changes will be effective at least thirty (30) days following notice to the Primary Account Holder. Notice

of changes to these Terms and Conditions will be by mail or through Citibank Online. If we mail a notice, it will be considered to have been received by you five (5) days after we send it. If you access, transact or have funds on deposit in any Account after the effective date of the change, you automatically accept the change.

Language

You and Citibank expressly request and require that these Terms and Conditions and all other related documents related to your Account be drawn up and executed in English. Vous et Citibank avez expressément demandé et exigé que ces Conditions générales et tout document afférent à votre compte soient rédigés et exécutés en langue anglaise.

Questions and Complaints

If you have any questions or complaints, please contact the CitiPhone Banking Centre (1-800-387-9292 toll-free across Canada and the U.S. or at 416-947-4100 in Toronto).

If your concern is not resolved to your satisfaction, please speak with the Manager of the CitiPhone Banking Centre (at the same numbers) who will ensure your complaint is promptly investigated.

If your complaint remains unresolved, please call or write to Citibank's Ombudsman at:

Citibank Canada
123 Front Street West,
Suite 1000
Toronto, Ontario
M5J 2M3

Attention: The Ombudsman
Toll-Free Telephone: 1-888-245-1112

If within six (6) months of the Citibank Canada Ombudsman's review, you are not satisfied with the resolution of your complaint or concern, you may contact the Ombudsman for Banking Services and Investments at:

Ombudsman for Banking Services and Investments

P.O. Box 896
Station Adelaide
Toronto, Ontario
M5C 2K3

Toll-Free Telephone: 1-888-451-4519

Toll-Free Fax: 1-888-422-2865

Website: www.obsi.ca

E-mail: ombudsman@obsi.ca

In the complaints handling process for Canadian Financial Institutions, including Citibank Canada, the Financial Consumer Agency of Canada is responsible for ensuring that all financial institutions comply with federal consumer legislation and will investigate any complaint or concern that relates to a possible breach of that legislation. You may contact the Financial Consumer Agency of Canada at:

Financial Consumer Agency of Canada
427 Laurier Avenue West,
6th Floor
Ottawa, Ontario
K1R 1B9

Toll-Free Telephone:
1-866-461-3222 (English)
1-866-461-2232 (French)

Calls from the Ottawa area
or from outside Canada:
613-996-5454

Toll-Free Fax: 1-866-814-2224

Faxes from the Ottawa area
or from outside Canada:
613-941-1436



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