

**FACSIMILE TRANSMISSION AGREEMENT**

THE BANK OF NOVA SCOTIA

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BRANCH OF ACCOUNT

\_\_\_\_\_  
CUSTOMER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

The undersigned (the "CUSTOMER") hereby requests and authorizes The Bank of Nova Scotia (the "BANK") to receive instructions and information from time to time ("INSTRUCTIONS"), at the above noted branch from the CUSTOMER by way of facsimile transmission equipment ("FACSIMILE MESSAGE"), and the BANK agrees to act upon such instructions or rely upon such information, subject to the following terms and conditions:

1. The CUSTOMER agrees that the BANK shall be under no obligation to act upon any INSTRUCTIONS received from the CUSTOMER by way of facsimile transmission equipment. The BANK may, in its sole discretion, refuse to act upon any such INSTRUCTIONS received from the CUSTOMER. In the event, however, that the BANK declines to act as aforesaid, it shall so advise the CUSTOMER and require in the alternative, original written instructions.
2. The CUSTOMER agrees to assume full responsibility for all actions taken by the BANK, its correspondents, or agents in accordance with INSTRUCTIONS purporting or appearing on their face to have been received from the CUSTOMER by the BANK on facsimile transmission equipment. The CUSTOMER acknowledges and agrees that if any INSTRUCTIONS received by the BANK purport or appear on their face to have been signed by the CUSTOMER, such INSTRUCTIONS may be treated by the BANK as though they had been duly signed by the CUSTOMER or the authorized signing officer(s) of the CUSTOMER with the authority and on behalf of the CUSTOMER, notwithstanding that it may later be established that such INSTRUCTIONS were not so signed.
3. Any action taken in good faith by the BANK or any of its correspondents or agents under or in connection with any such INSTRUCTIONS shall be binding on the CUSTOMER without any resulting liability to the BANK, its correspondents or agents.
4.
  - a) The CUSTOMER releases the BANK from any liability or claim for failure to act, execute, or complete any INSTRUCTIONS due to any reason beyond the BANK's control.
  - b) The CUSTOMER agrees to indemnify and save harmless the BANK and any of its correspondents or agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses, disbursements of any kind or nature whatsoever which may be imposed upon, incurred by, or served against the BANK, its correspondents, and agents by reason of the BANK's actions taken in accordance with INSTRUCTIONS.
  - c) The BANK will not be liable for the insolvency, neglect, misconduct, mistake or default of any of its correspondents or agents, and in no event will the BANK be liable for indirect, special or consequential damages.

5. With regards to any instruction relating to the transfer of funds, the BANK may use any means and routes it, in its sole discretion, may consider suitable for the transmission of funds. If the CUSTOMER should cancel any funds transfer INSTRUCTIONS, the BANK shall not be obligated to return the funds to the CUSTOMER unless the BANK is able to have its transfer stopped and the funds are returned to the BANK.
6. The CUSTOMER will pay the BANK's usual and customary fees for acting in accordance with any instructions received. The BANK may debit the CUSTOMER's account with the amount of any such fees and charges.
7. This Agreement shall continue in effect and be binding on the parties, their successors and assigns (provided that no party may assign its rights hereunder without the consent of the other party) unless terminated by either party by written notice delivered to the other party at the address indicated above.
8. These terms and conditions are in addition to and not in derogation of any other terms or conditions that may from time to time govern all or any part of the relationship between the BANK and the CUSTOMER. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the branch noted above is located.

Customer acknowledges receiving a copy of this Agreement.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NAME OF CUSTOMER

By: \_\_\_\_\_  
TITLE

By: \_\_\_\_\_  
TITLE

If the Customer is a Corporation,  
the Corporate Seal should be affixed.



DATE RECEIVED
.....
RECORDED .....
APPROVED .....
E.O.
AUDITOR .....