

Service Agreement

The Customer requests and THE BANK OF NOVA SCOTIA and/or its affiliates and subsidiaries (the "Bank"), by its acceptance of this Agreement agree to furnish to the Customer, via access through the Internet, various services specifically requested by the Customer pursuant to the Cash Management Services Service Request & Pricing Schedule ("CMS Service Request & Pricing Schedule") which shall relate to designated accounts of the Customer or such other designated accounts as may be duly authorized ("Designated Account") all under the terms and conditions of this Agreement and the applicable Annexes attached hereto.

The Customer may use computer terminals to conduct banking business including those services set out in the CMS Service Request & Pricing Schedule (each a "Service").

1. OBLIGATIONS OF THE BANK

- (a) The Bank shall provide only those Services agreed to by the Customer and the Bank pursuant to this Agreement and the CMS Service Request & Pricing Schedule.
- (b) The Bank shall disclose to the Customer the ScotiaCard number, User Id(s) and password(s) (collectively, the "Initial Access Codes"), which will enable the Customer to obtain the applicable Services and shall instruct the Customer on how the Customer may change such access codes to restrict access.
- (c) The Bank shall provide the Customer with a reasonable number of copies of the Quick Reference Guide and shall instruct a reasonable number of the Customer's personnel in the use of the applicable Services.
- (d) The Bank shall provide the Customer with the assistance and banking service contemplated in each of the Annexes to this Agreement, which the Customer executes.

2. OBLIGATIONS OF THE CUSTOMER

- (a) The Customer shall make its own arrangements to obtain, install and maintain all at its own expense, the computer terminal(s) and any communications equipment it considers necessary to provide the levels of service and reliability desired by the Customer and which meet the operating capabilities and specifications as established by the Bank from time to time.
- (b) Immediately prior to the commencement of use of the applicable Services, the Customer shall change the password(s) provided by the Bank pursuant to paragraph 1(b) of this Agreement to new access codes devised by the Customer and the Customer shall be responsible for implementing all necessary procedures and guidelines for maintaining the confidentiality of such new access codes to ensure that knowledge of such access codes is limited to those individuals who are authorized by the Customer to access the relevant Services. The Customer acknowledges that the Bank is not responsible for the unauthorized use of any of the Services.
- (c) In obtaining any of the Services, the Customer shall comply with the procedures and instructions as established by the Bank from time to time set out in the relevant Annex and in the appropriate Quick Reference Guide.
- (d) The Customer will undertake to meet all security requirements covering each of the applicable Services as issued and recommended by the Bank.

3. CHARGES

- (a) The Customer will pay the Bank the service charges incurred each month, as set out or computed in accordance with the CMS Service Request & Pricing Schedule applicable to each of the relevant Services and any other charges due and payable under this Agreement. The service charges set out in the CMS Service Request & Pricing Schedule are subject to change from time to time by notice in writing as more fully described therein.
- (b) The Customer acknowledges that a minimum monthly charge shall be payable as provided in the CMS Service Request & Pricing Schedule whether or not the Customer makes use of the relevant Service and that, unless otherwise specifically provided, the unused amount may not be carried forward as a credit for further use.
- (c) The Customer hereby authorizes the Bank to debit the Customer's Current Account (as indicated on the CMS Service Request & Pricing Schedule) at the end of each month (or otherwise as agreed between the Customer and the Bank), for all charges due and payable under the terms of this Agreement. Should the Bank be unable to debit the Customer's account for charges incurred under this Agreement as authorized in the CMS Service Request & Pricing Schedule or otherwise, the Bank is hereby authorized to debit any other account the Customer may maintain with the Bank. In the event that the Bank is unable to debit any Customer account for the charges incurred under this Agreement, the Bank shall issue an invoice setting out in detail the charges payable by the Customer, which shall be due and payable within 30 days of the issue date of the invoice.
- (d) Any charge for shipping, transporting or delivering any material shall be paid by the Customer.
- (e) The Customer shall reimburse the Bank for any additional special or unusual out-of-pocket or other expenses incurred at the Customer's specific request.

4. DESIGNATION OF AUTHORIZED USERS

The Customer will appoint and delegate a Company System Administrator (the "CSA") and provide the relevant information in the CMS Service Request & Pricing Schedule. The CSA shall delegate from time to time those persons authorized to conduct the banking business of the company and to give orders for the transfer or payment of the Customer's funds and for the accessing of information concerning the Customer's accounts through computer terminals (the "Authorized Users").

5. AVAILABILITY OF SERVICE

- (a) The time periods during which each of the applicable Services will be available are set out in the relevant Annex and are subject to change on 30 days prior written notice by the Bank to the Customer.
- (b) While the Bank will use all reasonable efforts to provide the relevant Services during the times set out in the relevant Annex, the Bank does not represent or warrant that the Service will be available during the specified times.

6. MODIFICATION

The Bank shall have the right, on 30 days prior written notice to the Customer, to make additions, deletions or changes to any of the Services, as it may deem necessary or advisable.

7. CONFIDENTIALITY/PRIVACY LAWS

Any programs, manuals, guides, specifications, routines, or techniques (including computer software) which are disclosed and/or supplied by the Bank to the Customer pursuant to this Agreement are the confidential proprietary information of the Bank and shall remain the property of the Bank and the Customer will not disclose or make the same available to any person other than an employee of the Customer and only for the use or purpose as authorized by this Agreement unless the prior written consent of the Bank is obtained for another use or purpose.

You have a right to confidentiality and financial privacy provided always that, subject to any applicable Confidentiality/Privacy Laws within your country, the Bank may disclose any information about you and your accounts: (a) pursuant to legal process or subpoena, or (b) if disclosure is necessary to protect the Bank's interests.

In addition, by accepting the terms of this Cash Management Services Service Agreement, you consent to and acknowledge that in the course of providing services to you in relation to your accounts, certain employees of the Bank, its affiliates and service providers in and out of the country will have access to your account information to use, store and distribute as necessary to provide such services.

8. ACCOUNT VERIFICATION

The Customer will review promptly following receipt from the Bank, each written statement by the Bank of the use of the Services by the Customer and shall notify the Bank in writing within 30 days following receipt of each such statement of any alleged error identified therein. At the expiration of the said thirty (30) days, except as to any errors or omission of which the Bank has been so notified, it shall be conclusively settled as between the Bank and the Customer that the Customer was not entitled to be credited with any amount not shown in the report.

9. LIMITATION OF LIABILITY

- (a) There are no conditions, warranties or representations, expressed or implied, oral or written, statutory or otherwise, except as herein expressly stated regardless of the form of action, whether in contract or in tort. In no event shall the Bank be liable for indirect or consequential damages, even if it has been advised of the possibility thereof, including, but not limited to loss of anticipated profits or savings or other economic loss in connection with or arising out of the existence, furnishing, functioning or the Customer's use of any of the Services.
- (b) The Bank shall not be liable for any loss or damage caused to the Customer while the Bank or any person providing any part of the Services on behalf of the Bank is unable to perform any part of the Services by reason of causes not reasonably within its control. In no event will the Bank be responsible for the accuracy and completeness of any information provided to the Bank by non-Bank sources.
- (c) The Customer shall be solely responsible for the accuracy and completeness of information furnished to the Bank in the CMS Service Request & Pricing Schedule. The customer shall indemnify and hold the Bank harmless from and against any and all loss, damage, expense or liability in connection with any claim, which may arise out of the inaccuracy or incompleteness of such information.
- (d) No action, regardless of form, arising out of this Agreement, may be brought by either party more than one year after the cause of action has occurred.

10. TERMINATION

- (a) Should the Bank terminate all the Designated Accounts, which the Customer has with the Bank, the Agreement will immediately be terminated without notice.
- (b) Subject to paragraph 10(a), either party may terminate the Agreement or any of the Services provided under the Agreement upon providing at least one-month prior written notice.
- (c) The Customer's obligation to pay all charges accrued to the date of termination shall survive the termination of the Agreement.

11. ASSIGNMENT

Neither this Agreement, any of the rights hereunder, nor the Services provided in connection with this Agreement, may be assigned by the Customer without the prior consent in writing of the Bank. The Bank may assign this Agreement, and any of the rights or Services provided in connection with this Agreement

12. NOTICES

Except as otherwise provided in this Agreement, all notices are required to be given at the address set out in the CMS Service Request & Pricing Schedule or to such other address as may be notified to the other party during the currency of this Agreement.

13. ENTIRE AGREEMENT

This Agreement, an executed CMS Service Request & Pricing Schedule and the applicable Annexes constitute the entire agreement between the parties with respect to the Services and the subject matter hereof. No amendment, modification or alteration of this Agreement except for a new CMS Service Request & Pricing Schedule(s) shall be valid unless made in writing and signed by officers of both parties.

14. GOVERNING LAW

This Agreement shall be governed in all respects by the law of the country or other jurisdiction in which the Branch of the Bank maintaining the Customer's account referred to in section 3(c) of this Agreement is located (the "Branch"). The parties hereto irrevocably submit to the courts of the jurisdiction in which the Branch is located.

ANNEX 1

THE BANK OF NOVA SCOTIA

WIRE PAYMENTS, BILL PAYMENTS AND ACCOUNT TRANSFER SERVICE

In addition to the terms and conditions set out in the CMS Service Request & Pricing Schedule, the following supplemental terms and conditions apply to the Wire Payment Services, Bill Payment Services and/or the Account Transfer Service (the "Service") hereby requested by the Customer and agreed to by the Bank upon its acceptance of the Service Request:

1. SERVICE

The Customer hereby authorizes the Bank to accept instructions transmitted to the Bank through CMS Online to execute wire payments when such instructions are in accordance with a payment instruction (the "Request") made by the Customer via CMS Online. Prior to the commencement of the Service, the Bank will confirm the set-up of the instructions pursuant to the Request with the Customer and the Bank may contact the Customer to confirm that the instructions received by the Bank are correct.

In respect of all bill payment or account transfer as instructed by the Customer via CMS Online, the Customer hereby authorizes the Bank to accept the instructions and to act on the instructions of the Customer, provided that there are sufficient funds in the Customer's account.

2. CONFIDENTIALITY OF ACCESS CODES

The Bank shall provide the Customer with the Initial Access Codes, which will enable the Customer to obtain the Service. The Customer acknowledges and agrees that upon entering their Initial Access Codes they will be prompted by CMS Online to change the password(s) (the new password(s) and codes not required to be changed shall be referred to as the "Access Codes"). The Customer assumes full responsibility in maintaining the confidentiality of the Access Codes to ensure that knowledge of such access codes is limited to those individuals authorized by the Customer to access the Service.

3. ADDITIONAL OBLIGATIONS OF THE CUSTOMER

The Customer agrees to supply the Bank, in addition to funds transfer instructions, with such other information as the Bank may reasonably require. The Customer agrees to assume full responsibility for all transfers made by the Bank, its agents and employees in accordance with the Customer's instructions. In no event will the Bank be responsible for the acts or omissions of the Customer or its employees or agents in connection with or arising out of the use of the Service.

4. ADDITIONAL OBLIGATIONS OF THE BANK

The Bank will use all reasonable efforts to execute all funds transfers on the day the Customer's funds transfer instructions are received by the Bank. The Bank shall be entitled to use any means to execute the Customer's funds transfer instructions, which the Bank considers suitable. The Bank shall not be responsible for any delays in subsequent transfers between other financial institutions. If the Customer shall 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 the transfer stopped and funds are returned to the Bank.

5. DISCREPANCIES

The Customer will notify the Bank of any discrepancies between the Customer's records of transfer instruction and the Bank's records immediately upon any such discrepancy coming to the Customer's attention.

ANNEX 2

THE BANK OF NOVA SCOTIA

BATCH PAYMENT SERVICES AND BATCH COLLECTION SERVICES

The Customer has requested the Bank to perform an electronic debit and/or credit service known as Batch Payment Services and Batch Collection Services (the "Service") and the Bank has agreed to perform the Service subject to the following additional terms and conditions:

1. OBLIGATIONS OF THE BANK

The Bank shall perform the Service for the Customer as per the parameters specified below. Reports produced for the Customer by the Bank in performing the Service will be available to the Customer online through CMS Online.

2. OBLIGATIONS OF THE CUSTOMER

- a) The Customer shall:
- (i) Advise the Bank in writing of the parameters of the Service via the CMS Service Request & Pricing Schedule. The Bank will implement any changes requested by the Customer as per the CMS Service Request & Pricing Schedule provided that the changes are submitted to the designated servicing branch in writing and a reasonable time is given to update the Service.
 - (ii) Where the Services to be performed by the Bank will require the payment of funds, provide the Bank with the funds required to make such payment, in such form as is satisfactory to the Bank, on the day on which such payments are to be made available to payees or on such other day as the Bank may notify the Customer in writing.
 - (iii) Be responsible for and use its best efforts to respond promptly to any enquiries by persons to whom, or from whom the Customer directs payments to be made by the Bank and to resolve any difficulties experienced by other parties or by the payees or intended payees of payments ordered by the Customer.
 - (iv) Keep the Bank informed in writing of the name of the person authorized by the Customer to administer the efforts of the Customer pursuant to paragraph (iii).
 - (v) Pay for the Service performed, in accordance with the procedure described in the CMS Service Request & Pricing Schedule, such charges (called "Service Charges") to be calculated by the Bank in accordance with the rates set out in the CMS Service Request & Pricing Schedule and the Bank's Schedule of Rates form then in effect at the time of service usage. (These rates are subject to change from time to time.)

Undertaking:

- (i) the Customer undertakes to indemnify and hold the Bank harmless from and to reimburse the Bank for the amount of all loss, liability, costs, claims, damages, expenses, suits, and demands whatsoever incurred by or claimed against the Bank arising from the payment of or the failure to pay any pre-authorized debit or credit issued, caused to be issued or purported to be issued by the Customer.
- (ii) the Customer shall reimburse the Bank immediately upon demand for the amount of any claim paid by the Bank as a result of a claim filed by any person from whose account the debit is made alleging that the amount of pre-authorized payment has been improperly debited from the recipient's account.
- (iii) the Customer warrants and guarantees to the Bank that each person, in respect of whom a pre-authorized debit or credit is issued or caused to be issued by the Customer, will have signed and delivered to the Customer before any pre-authorized debit or credit is issued, a written authorization in a form acceptable to the Bank authorizing the pre-authorized debit or credit payment. The Customer further warrants and guarantees it has informed such person of the terms and conditions of the customer's pre-authorized debit or credit plan.
- (iv) the Customer undertakes responsibility for ensuring that all authorization are signed by the valid signing authority(ies) for the relevant accounts.
- (v) where a recipient has authorized the Customer to issue debits or credits variable amounts payments in respect of the recipient's account, the Customer undertakes to provide to the person from or to whom the debit or credit is issued a statement of account in support of the debits or credits in accordance with the terms of the relevant recipient's authorization.
- (vi) the Customer acknowledges that if it fails to comply with the terms of these undertakings, the items issued or caused to be issued by it, will not be acceptable for clearing and that it will be prohibited by the Bank from issuing or causing to be issued pre-authorized debits and credits for such period of time as the Bank may determine.
- (vii) the Customer undertakes to provide the Bank with the originals or copies of the authorization forms against which it has issued or caused to be issued a pre-authorized debit or credit or to make the same available for inspection immediately upon the Bank's request.

3. DESCRIPTION OF SERVICE

The Customer may provide the Bank with instructions via CMS Online to deliver to the Bank instructions to credit or debit accounts for funds specified.

4. CONFLICTS

These conditions shall take precedence over all other Agreements between the Bank and the Customer with respect to the Customer's arrangement for pre-authorized chequing, collection from or credit to accounts.

ANNEX 3

CHEQUE RECONCILIATION SERVICE

The Customer has requested the Bank to perform Cheque Reconciliation service (the "Service") and the Bank has agreed to perform the Service subject to the following terms and conditions:

1. OBLIGATIONS OF BANK

The Bank shall perform the Service for the Customer as per the parameters specified below. Any reports produced for the Customer by the Bank in performing the Service will be available to the Customer at the Servicing Branch or via computer terminal online through the CMS Online.

2. OBLIGATIONS OF THE CUSTOMER

The Customer shall advise the Bank in writing of the desired parameters of the Cheque Reconciliation Service in the CMS Service Request & Pricing Schedule. As well, the Customer must provide all deposit information as defined in the Cheque Reconciliation Service Setup Request Form. The Bank will implement any changes made by the customer providing that the changes are submitted to the Servicing Branch in writing and a reasonable time is given to update the Cheque Reconciliation Service.

Note: Customers wishing to use this Service must have their cheques serially MICR encoded and tested to ensure they conform to the Bank's standards and requirements.

3. CONFLICTS

The conditions of this Agreement shall take precedents over all other agreements between the Bank and the Customer with respect to Cheque Reconciliation Services. In the event of a conflict between any provision of any such agreement and these conditions, the provisions in this Agreement shall prevail.

ANNEX 4

THE BANK OF NOVA SCOTIA CONSOLIDATED CASH PLAN SERVICE

The Customer has requested the Bank to perform a funds concentration service known as the Consolidated Cash Plan Service (herein called "the Service") and the Bank has agreed to perform the Service, subject to the following terms and conditions:

1. OBLIGATIONS OF THE BANK

The Bank shall accept deposits for the Customer at any branch or branches of the Bank in the country of the Concentration Branch (as designated in the Consolidated Cash Plan Setup Request form), if requested by the Customer. All such deposits shall be for credit to the Customer's Concentration Account maintained at the Concentration Branch. Reports produced by the Bank in performing the Service will be available to the Customer at the Concentration Branch or online through the CMS Online.

2. OBLIGATIONS OF THE CUSTOMER

The Customer shall advise the Bank in writing at the address of the Concentration Branch of any changes the Customer wishes to be made to the Service and of any changes to the list of the Customer's agents indicated on Consolidated Cash Plan Setup Request Form. The Bank must agree to any changes requested by the Customer to be made to the Service and the requested changes will only be effective when such agreement is confirmed by the Bank in writing. The Customer agrees that the Bank shall be given a reasonable time to implement any changes requested by the Customer to be made to the Service and to revise its records of the Customer's agents. A separate CMS Service Request & Pricing Schedule and/or Consolidated Cash Plan Setup Request Form must be completed for each Concentration Account established.

3. LIABILITY

The Bank shall not be liable for any loss or damage caused to the Customer while the Bank or any agent of the Bank is unable to perform any part of the Service by reason of causes beyond its reasonable control.

4. CONFLICTS

These conditions shall take precedence over all other agreements between the Bank and the Customer with respect to the Customer's Concentration Account with the Bank. In the event a conflict between any provision of such agreement and these conditions, the provisions in this Agreement shall prevail.

Scotiabank Cash Management Services