COMPETITION TRIBUNAL

IN THE MATTER OF the Competition Act, R.S.C. 1985, c. C-34, as amended;

IN THE MATTER OF an application by B-Filer Inc, B. Filer Inc. doing business as GPAY GuaranteedPayment and NPay Inc. for an order pursuant to section 103.1 granting leave to make application under sections 75 and 77 of the *Competition Act*;

AND IN THE MATTER OF an application by B-Filer Inc., B-Filer Inc. doing business as GPAY GuaranteedPayment and NPay Inc. for an interim order pursuant to section 104 of the **Competition Act**.

BETWEEN:

B-FILER INC., B-FILER INC. doing business as GPAY GUARANTEEDPAYMENT and NPAY INC.

COMPETITION TRIBUNAL
TRIBUNAL DE LA CONCURRENCE

FILED / PRODUIT
November 28, 2005

CT- 2005-006

Chantal Fortin for / pour
REGISTRAR / REGISTRAIRE

OTTAWA, ONT. # 0057

- and -

THE BANK OF NOVA SCOTIA

Respondent

Applicants

AFFIDAVIT OF RYAN WOODROW (Sworn November 24, 2005)

I, RYAN WOODROW, of the City of Edmonton, in the Province of Alberta, MAKE

OATH AND SAY:

1. I hold the position of Account Manager, Small Business Accounts, at the Bank of Nova Scotia ("Scotiabank"), located in Sherwood Park, Alberta. I have been with Scotiabank since 1989, I have held my present position for seven years. I was the person responsible at the Sherwood Park branch of Scotiabank for overseeing the accounts of B-Filer Inc. carrying on business as GPay and NPay Inc.

- 2. I have reviewed the Affidavit of Raymond Grace ("Mr. Grace") Affirmed June 15, 2005, the Second Affidavit of Raymond Grace affirmed September 1, 2005 ("Mr. Grace's Second Affidavit"), the Affidavit of Joseph Iuso dated August 29, 2005, the Affidavits of Robert Rosatelli sworn July 12, 2005 and September 21, 2005 and the Affidavit of David Metcalfe sworn July 12, 2005. I understand that Mr. Grace is bringing a motion for an order pursuant to section 104 of *Competition Act* requiring the Bank to continue to offer his companies access to Scotiabank accounts.
- 3. I have knowledge of the matter to which I hereinafter depose, except where such knowledge is based on information and belief, where this is the case, I have so stated.
- 4. At any given time, I am responsible for approximately 400 small business customers who have their accounts with the Scotiabank Sherwood Park branch.
- 5. In August 1999, I met with Raymond Grace for the first time. He was opening a single small business account on behalf of B-Filer Inc. carrying on business as GPay ("GPay"). At that time, he told me that his company was a bill collection company. I understood from him that GPay would be collecting monies much like a collection agency would. Mr. Grace told me that the annual sales revenue of GPay was anticipated to be \$240,000 per year, and this is reflected on the Application for Business Banking Services. Mr. Grace indicated that there were three employees at the company. Attached hereto and marked as Exhibit "A" is a copy of the Application for Business Banking Services dated August 6, 1999 and signed by Raymond Grace on behalf of GPay.
- 6. As was my standard practice, at the time that Mr. Grace opened the account on behalf of GPay in 1999, he was provided with a copy of the Business Banking Services Agreement.

Attached hereto and marked as Exhibit "B" is a copy of the Business Banking Services

Agreement that was provided to Mr. Grace at the meeting with him in August 1999.

- 7. In reply to paragraph 62 of Mr. Grace's Second Affidavit, it is and was my standard practice to advise my clients to review the Financial Services Agreement in detail and to contact me with any questions or concerns. I believe I followed my standard practice with Mr. Grace when he opened the Scotiabank accounts in 1999.
- 8. After 1999, I heard from Mr. Grace very infrequently, and only when there were minor issues with GPay's account or if he had questions. There apparently was nothing out of the ordinary in the way that he was using the single account that he had opened in the name of GPay. I continued to believe that Mr. Grace was operating a bill payment company similar to a collection agency.
- 9. In or about April 2004, Mr. Grace asked to open one additional account and I assisted him in doing so. An account was opened in the name of GPay on April 14, 2004 through the branch in Sherwood Park, Alberta. Thus, as of this date, Mr. Grace now had a total of two accounts opened in the name of GPay, and no other accounts. Again, at this point in time, I continued to believe that the nature of Mr. Grace's business enterprise was a bill collection company. There continued to be nothing unusual occurring on either of these two accounts.
- 10. In June 2004, Mr. Grace came into the Scotiabank branch. At that time, he indicated that he wanted to open six additional accounts in the name of GPay. He described his business as something akin to a debit card business, except his accounts would accept e-mail money transfers as an alternative to people using their credit cards.

- 11. On or about October 7, 2004, Mr. Grace came into the Scotiabank branch and requested that six additional accounts be opened in the name of B-Filer. Mr. Grace indicated that he was "expanding his business" and was in negotiations with Air Canada and other major companies as his potential customers. Mr. Grace explained that if Air Canada became a customer, purchasers of airline tickets could pay for air line tickets directly from their bank account instead of using their credit cards.
- 12. On November 15, 2004, Mr. Grace attended at Scotiabank and opened 15 accounts in the name of NPay. Prior to November 2004, Scotiabank had no banking relationship with NPay. In opening these accounts, Mr. Grace was required to sign a Business Accounts Service Request form. For each account, Mr. Grace acknowledged that his signature indicated that the business customer acknowledges receipt of and agrees to be bound by the applicable sections of the Business Banking Services Agreement. Attached hereto and marked as Exhibit "C" are copies of the documentation to open the accounts.
- 13. In reply to paragraphs 59 and 60 of Mr. Grace's Second Affidavit, Mr. Grace specifically requested a bank card for each of the accounts he opened in November, 2004.
- 14. In or about February/March, 2005, I began to receive faxes from another Bank complaining that one of their customers was asserting that money had been fraudulently transferred to GPay's Scotiabank accounts. Alternatively, I would receive a "debit note" requiring me to debit one of GPay's accounts and return the funds directly to the Bank requiring the debit. In either circumstance, bank protocol required me to contact Mr. Grace and advise him that a customer from another Bank was alleging that there had been a fraudulent transfer of money to GPay's account. On every occasion, Mr. Grace assured me that he already knew about it and that it had either been taken care of or would be taken care of immediately. I would again

speak to Mr. Grace, who would confirm that the money had been returned to the complaining financial institution. I would always insist on receiving confirmation of this directly from the complaining financial institution, and this was done.

- 15. After receiving a number of complaints as described in the preceding paragraph, I became concerned about these accounts, despite the fact that Raymond Grace would always arrange to have the money returned to the complaining financial institution. As a result of a number of these incidents, I asked Raymond Grace what exactly was going on with these Scotiabank accounts. He explained to me that these reports of fraudulent transfers arose from two different situations. In some cases, the transfers were, in fact, fraudulent transfers. In these cases, a customer from another financial institution would report that their bank card had been compromised and that funds had been fraudulently transferred from their account to Mr. Grace's account.
- 16. In the other instances, a husband would e-mail GPay money and this e-mail transfer would appear on the husband's Bank statement. The wife would question it and, because the husband had been engaged in internet gambling or internet dating, the husband would deny having sent the money to GPay. The result was that the wife or husband would make a complaint of a fraudulent transfer. Mr. Grace told me that he would return the money to the customer's Bank account and the husband would make alternative arrangements to pay Mr. Grace whatever was owed to him.
- 17. In or about February 2005, Mr. Grace again attended at the branch and wanted to open another 20 accounts. He told me that his business was expanding. It was at this time that I learned that Mr. Grace anticipated depositing over \$5 million annually. Small businesses with accounts at Scotiabank are limited to a maximum total annual deposit of \$5 million.

- 18. In reply to paragraphs 26 through 30 of Mr. Grace's Second Affidavit, small businesses are assessed according to the connection between the companies. Even though separate accounts may be given to each registered, limited, or incorporated company, if those separately incorporated companies are under common control, they are treated by Scotiabank as one small business for the purposes of the annual deposit/sales limit. In this case, GPAY, NPAY and B-Filer were all under the common control of Mr. Grace. The combined sales of these two companies would exceed the small business deposit limit of \$5 million. When a small business's annual deposits exceed \$5 million, it can no longer qualify or be treated as a small business and must be referred to commercial banking for alternative business banking services.
- 19. In reply to paragraph 31 of Mr. Grace's Second Affidavit, I do not recall transferring funds between Mr. Grace's accounts on a regular basis as he alleges. On one occasion, I did contact Mr. Grace because one or more of his accounts was overdrawn. On this occasion, Mr. Grace authorized me to transfer funds from another one of his accounts to cover the overdraft.
- 20. In February 2005, I told Mr. Grace that his business had simply gotten too big to be handled through a small business account and that he needed to make arrangements to discuss his business with a commercial banker. As a result, I refused to open any further accounts for Mr. Grace. I knew that by requiring him to go through commercial banking because of the size of his business, his business would be subjected to additional scrutiny.
- 21. Prior to this time, I was unaware that the combined sales of Mr. Grace's companies exceeded or would exceed the small business sales/deposit limit and so had no reason to refuse to open additional accounts for Mr. Grace on this basis.

- 22. Mr. Grace appears to have attempted to circumvent the small business limit and my refusal to open any further accounts for him by opening many accounts by way of telephone banking. I certainly do not recall suggesting to Mr. Grace that an alternative to opening these accounts would be by the use of telephone banking.
- 23. When accounts are opened through the Scotiabank telephone call centre, the documents are sent to the branch. The customer is required to come into the branch to execute the documents in order to activate the accounts. When I received the documents generated by the telephone banking, I did not contact Mr. Grace to come into the branch to take the steps required to activate the new accounts because I was aware of the investigation that was then ongoing by Scotiabank into Mr. Grace's accounts.
- 24. In reply to paragraphs 15 through 18 of Grace's Second Affidavit, subsequent to Mr. Grace's attendance at the branch in February, 2005, I did contact the Commercial Banking Centre to discuss a potential referral for Mr. Grace. Following my conversation with the commercial banking representative, I discussed the potential referral with my bank manager. I was told by my bank manager to hold off on the referral pending the investigation by Scotiabank into Mr. Grace's accounts.
- I have reviewed the Affidavits of Robert Rosatelli. At no time was I made aware from Mr. Grace or by anyone else that Mr. Grace's business enterprise was using customers' internet banking passwords to effect transfers out of the bank customers' accounts to the Scotiabank accounts. In my discussions with him, Mr. Grace had led me to believe that people wishing to use UseMyBank registered with UseMyBank and gave the instructions themselves to transfer money from their bank accounts to UseMyBank. I understood UseMyBank to be affiliated with Mr. Grace and his companies. Based on Mr. Rosatelli's Affidavit, I now believe this to be false.

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Had I known that Raymond Grace's business enterprise was using customer passwords in this

way, I never would have allowed him to open a single account at Scotiabank because this is a

clear breach of Scotiabank's Cardholder Agreement with its banking customers. It also raises

serious security concerns, because customers are giving Raymond Grace's business enterprise

free access to their accounts by disclosing their password.

26. In reply to paragraphs 43 and 48 of Mr. Grace's Second Affidavit, I was misled by Mr.

Grace about the nature of his business. I was never advised that customers were required to

disclose their Internet banking password and that Mr. Grace's companies were actually effecting

the transaction.

27. Prior to February/March, 2005 I was not aware that Mr. Grace's customers were involved

in internet gambling or internet dating.

28. I was not personally involved in the investigations that took place beginning in March

2005, as these were handled mostly through Scotiabank's head office in Toronto. Had I known

what I now know, based on reviewing Robert Rosatelli's Affidavit, Mr. Grace never would have

been allowed to open accounts at Scotiabank.

SWORN before me at the City of Edmonton

this 24th day of November, 2005.

A NOTARY PUBLIC IN AND FOR THE

PROVINCE OF ALBERTA

RYAN WOODROW

DAYID THOMAS WILLIAMS SAFFISTER AND SOLICITOR

Application for Business Banking Services

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THIS IS EXHIBIT A REFERRED TO IN THE AFFIDAVIT OF

DAYD THOMAS WILLIAMS

DAY OF NOV. A.D. 2005

COMPLETE WITH CUSTOMER

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- STEP 2 -The quantions in this section are to help you identify and suggest the best services to meet the banking needs of most small businesses. Happy Companies little Mental and reprint and shaded analysis.

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Scotisbusiness Account Plan (Includes SBES) - Service Request Form 1312111

Business Essential Kit - D & H Business Products Order Form/Chaque order form

Merchant Services - Agreements & Merchant Product Service Request forms (Infer Deposits Seles Memusi, Merchant Products)

Night Deposit Service - Service Request Form 1317814

Application for Creditor Life Insurance - Application form

Scotisbusiness Electronic Bending (Stand atons) - Service Request Form 1318217

Consolidated Cash Plan - Sarvice Request Form 1317717

Money Management Services - Service Request Form 1317811 or 1317512

ScotisConnect Service Request and Pricing Schedule Form 1318512

Consolidated Cash Pien - Service Request Form 1317717

FOR BANK USE

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C) Business I.D. Number:	_	· · · · · · · · · · · · · · · · · · ·	-	سيسرمس		al Your End	02	16/ 245	-SYBY (S)
E) Customer's Lawyer	DAVE	Agit	hu /	717.98	57	SW	Crease	- AGZ29-9	377(px)
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F) Customer's Accountan	· LANGE	·/E_/	ALTER L	ADDRESS	/ <u>(</u>)	er /15		PHONE NO.	, ,
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E) General Comments (In								i application (page 1) se Manus! - Business	
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F) Account Manager/Man	-			unio and				A ·	Andrea Brown
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Terms and Conditions

About Your Business

These are the terms and conditions relating to the business information provided. In this section, you and your mean the business customer and we, our and us mean Scotisbank, The Bank of Nova Scotia.

By signing this application you:

- authorize us to obtain further information about you from time to time in connection with any banking relationship you are applying for; will apply for, or you already have with us.
- authorize us to request and disclose information about you from and to credit reporting agencies, credit bureaus, other credit grantors, any person you have or propose to have financial relations with, and as otherwise permitted or required by law.
- authorize us to check the information you have given us from time to time
- authorize and direct any person we may contact in this regard to provide us with such information
- agree that we may use your information to sell you about our products and services and we can give this information to other members of the Sootisbank Group (where the law allows this) so that they may directly tell you about their products and services.
- agree that we may do the above things both during our banking relationship with you and after it has ended
- certify receipt of Suntmery of Service Charges for Canadian and US Dollar Current Accounts in Canada.

About the Business Owner(s)/Officer(s)

These are the terms and conditions relating to the personal information provided. In this section you and your mean the owner, officer, partner or guaranter providing personal information and we, our and us mean Scotlabank, The Bank of Nove Scotla.

By signing this application you:

- agree the following terms and conditions apply in connection with any banking relationship you, or a business you are involved in, are applying for, will apply for, or already have with us (the "Banking Relationship")
- authorize us to obtain further information about you from time to time
- authorize us to request and disclose information about you from and to credit reporting agencies, credit burseus, other credit grantors, any person you have or propose to have financial relations with, and as otherwise permitted or required by law
- authorize us to check the information you have given us from time to time
- authorizé and direct any person we may contact in this regent to provide us with such information
- agree that, if, and as long as, any Banking Relationship exists with us, you may not withdraw your consent to our ongoing collection, use or disclosure of personal information as authorized above

- agree that, even after any Benking Relationship with us has ended, we may continue to disclose your personal information to credit bureaus and credit reporting agencies and you may not withdraw your consent to our doing so
- euthorize us to use your Social Insurance Number, if you give it to us on this form, to verify and report credit information about you with credit bureaus and credit reporting agencies
- agree that, until you tell us otherwise, we may use your personal information to tell you about our products and services and we can give this information to other members of the Sectiabank Group (where the law allows this) so that they may directly tell you about their products and services.



www.scotiabank.ca





in this form, you and your miss like sustainer and me, o and the Rank mean Socialisms, The Bank of Novy Scali		New service
Customer information		
Businesse Hanne (FUM BusiNates FM section) Scotin Config Officer juncte to an owner or partners KM (FENAL)	M - B-FILER J.	AL (***). Existing Scotisterd number til applicatel
Exercisive card across	nal@usinuss:	Panetrone number 417 - 7770 .
Mother's maiden mame (for telephone banking and inte	nume proupul sections insupposes	No you require Deposit ScottaCards?
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How the service works We will:		sign each ScutieCard Self-Service Benking
provide you with access to your accounts through self-service benking channels; provide you and your related holders with	 provide you with the option of a overtisht line of credit (subject to approval and additional documentation); include in the Sobilabusiness Account 	Access Enrolment/Maintenance form, take receipt of each Card requested, set up the Personal Identification Number (PIN)
access to Automated Benking Machines (ABM), telephone and Internet Banking, and to direct payments subject to the specific access and limits are established	Plen, transactions and deposit contents fees, applicable only to your Designated Plen Current Account, and subject to the specified Transaction Limit.	and access level and other security, features for each Card and deliver the Cardisi to your related holders of the Cardis:
by the Card type issued; provide you with a brochura, "This Benk is Always Open", which provides additional information regarding access to your accounts through the self-service penting channels;	You will designes a ScotiaCard Officer who will: set up the deposit accounts, credit accounts and bill payment companies and all other transactions to be accessed and to make any subsequent changes required by you;	 ensure that ABM deposits do not include any coinage and that envelopes do not axceed 1/2 inch or 1.25 cm thickness or constain more than 40 seems which includes cheques and/or paper currency.
Service options and fees		
Designated Plan Current Account		
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NOTE: For Bell Canada, use the 16 digit number	which appears above the "Amount Paid" how n	en voter bitt.
Your signature	The second secon	
By signing this request form, you authorize us to provide you with the service described above. You also confirm that: - you authorize us to issue a ScotiaCard(s)	 you agree to immediately advise us if you change your designated ScotiaCard Officer from time to time; you agree to pay the cost of replacing or 	 you agree that each SootlaCard issued gives single signing authority from of access to your accounts and that this arrangement represents the banking authority which you require for each
in the name of the person(s) as authorized by the ScotiaCarti Officer appointed to access your designated Personal and/or Business accounts and agree to be responsible for all transactions initiated by them;	repairing any equipment demaged by you or your releved holders of the Cards: • you acknowledge receipt of and agree that the word "personal" in the ScotiaCard Cardholder Agreement shall be deemed to meen "personal and business";	holder of a Card; you agree that the terms and conditions of the SociaCard Cardholder Agreement and the Sociabank Financial Services Agreement govern this service.
Dange Hectory Commencer in Accordance in Commencer in Com	an steel	Costomer signature
APPROVED.	30 05 Wiss	Date signed (mm/dd/yyy) OYUL/LPE9

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Customer information	

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Do you require Deposit SociaCarga?

How the service works

- provide you with access to your accounts through self-service banking channels;
- provide you and your releted holders with access to Automated Benking Machines (ASM), telephone and inserned Seaking, and to direct payments, subject to the specific access and limits as established by the Card type lianued:
- provide you with a brochurs, "This Bent is Always Open", which provides additional information regarding access to your accounts through the self-service benking

You will designete a SoptiaCard Officer who will:

- set up the deposit accounts, crisdit accounts and bill payment companies and accounts and bill payment companies and all other transactions to be accomed and to make any subsequent changes required to
- son Scotis Card Self-Service Banking is Euroiment/Makhaesance form, society of each Card requested, set up ename! Identification Number (PHV)

ensure that ASSA deposits do not include any coinage and that arresions do not excluded 1/2 inch or 1/25 pm in buckness or contain more than 40 issues which includes cheques and/or paper currenn-

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Accounts you want to access:(if you want to and serious Ro

11 EAVOD 49302

Chicamore

Bills you want to pay: If you wish to pay man

NOTE: For Ball Canada, above the "Amount Paid" box on your bill

Service fees

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Your signature

By signing this request form, you authorize us to provide you with the service described above. You also confirm that:

- you authorize us to lesue a SocialCardial in the name of the personial as sythorized by the SocialCard Officer appointed to eccess your designated ferromal and/or business accounts and agree to be responsible for all transactions imbated
 - ndy advise us if you od ScotteCerd
 - you agree to pay the cost of replacing or repairing any equipment demaged by you or your releast holders of the Cards;
- you acknowledge receipt of and agree that the word "personal" in the ScotlaCard Cardholder Agreement shall be deemed to mean "personal and business";

you agree that each ScotleCent Issued gives single signing authority form of access to your accounts end that this arrangement represents the bashing authority which you require for each holder of a Cent;

- 635/10/RS





Scotia*business* CashBack Granting Guidelines

		For Ir	ternal BNS Use Only											
	USTOMER HAME USA JUC. CH	A GUARNITE	un francis Go	PAU										
contents (Bank. Ca	k limits give small business of deposit envelopes. This ishBack is a daily limit attack k limit based on their knowle	customers access to " provides ease of opera thed to the Individual S	uncleared funds" from ABM tion for the customer but n cotiaCard. Branch manage	deposits prior to branch apresents a "contingent re	isk" exposure to the									
Step 1	The following statements All accounts operate No NSF cheques in paccount opened if les	satisfactorily east year or since	for the customer to be cons No Watch List or C No unusual charge	lassified Loans										
XECUT	TVE SCOTIACARD No.	e: Far Personal/Business Sco	rtiaCard, CashBack limit applies to	personal and business deposits	3									
Step 2	For Commercial Borron Record size of customer (Determine from represe	's everage deposit:	, ,	\$	HOUSAND)									
			the customer's average er and all payments of princ											
itep 3	Authorized credits must be IG coded 80 or better and all payments of principal and interest must be up to date. For Commercial Non-Borrowers:													
	For Commercial Non-Borrowers: Record size of customer's total monthly deposit volume: (Determine from representative 3 months current account statements) (ROUND TO NEAREST THOUSAND)													
	obtain a personal Beacon	n credit score using the	n each owner/partner. If a C Scotia <i>business</i> CashBack er's monthly deposit volu	Credit Bureau Request	form. Using the									
	CUSTOMER	BEACON	ALLOWABLE CASHBACK	MAXINEM	CASHBACK ³									
	PISK INDICATOR (FROM CIS)	SCORE RANGE	% OF MONTHLY DEPOSITS	MONTHLY DEPOSITS UP TO \$50,000	MONTHLY DEPOSITS OVER									
	Α	720 - 815	30%	\$7,500	\$15,000 ³									
	В	659 - 719	20%	\$5,000	\$10,000 ³									
	C	596 - 658	10%	\$2.500	\$5,000									
	2. If the owner does not CashBack may not b 3. Maximum CashBack	score (il multiple owners/par e granted until one full year o \$6,900 pending system enha	ion to obtain credit burses is alread triers - more than one ewirer or par f satisfactory operation. incement in 1998. CashBack until one full year satisfa	riner does not score),										

Business customers may request a Deposit ScotiaCard in order for company employee(s) to make deposits on behalf of the company. It is expected that small business customers will rarely need more than one Deposit ScotiaCard. Accordingly, the following guidelines will apply:

- Deposit ScotiaCard(s) may be issued for small business customers at the manager/account manager's discretion.
- CashiBack limit, up to the limit approved for the Executive ScotiaCard, may be approved for a single Deposit ScotiaCard.
- If more than one Deposit ScotiaCard is issued, total CashBack approved for all Deposit ScotiaCards may not exceed the limit/approved for the Executive ScotiaCard.

Deposit ScotlaCard CashBack Limit	s	-
	\mathcal{A}	Avr-6,1997
PREPARED BY	AUTHORIZED BY	DATE
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CRPT 3 XLN CREDIT BUREAU REPORT 99/07/09 16,11,25 LN42 . **C**Ø MS 501 ACTION SUCCESSFUL 2 OP 201 JBUR

DATE OF REPORT 07/09/99 SINCE 01/12/81 LAD 06/28/99

+GRACE.RAYMOND.F..HELENE MAR-S.BDS-10/04/55....

74-7. HISHVALE CRES. SHPA. AS. TEAEJ7. SINCE 06/98. S. FA-807.18 AVE NW.CLGA.AP.TEMOV4.SINCE 06/97.3. FE-. 9 HIBHWALE CRES. SHPA. AE. TBASJ7. SINGE 05/93. E.

*INGS-SUBJECT SHOWS 3 INGUIRIES SINCE 07/78

06/25/97 6028800630 CIBC (780) 429-7600

06/23/99 4819897135 BANK OF MONTREAL

99/30/98 4810N01752 MBNA

(888) 876-6262

06/05/98 6010N01091 ROYAL BANK VISA .3/14/98 653F505711 CANADA TRUST 02/24/98 4818852931 TRIMARK TRUST 07/11/97 6029E205E5 BANK OF MONTREAL 33/22/97 610BB00671 BANK OF MONTREAL

.0/02/76 481DC05299 WARDS

07'15/96 6088804786 TREASURY BRANCH 1979/07/05 14:09

05/21/92 602F900060 LAURENTIAN BANK 03/09/98 6028820525 BANK OF MONTREAL 02/23/98 4918852931 TRIMARK TRUST 05/20/97 4810N00861 AMER EXPRESS 12/18/96 4818995914 TI BECURITIES INC 09/19/96 6028804335 BANK OF MONTREAL

99/07/05 16.12.54 CRPT 2 MLM CREDIT BUREAU REPORT _PME CBUS 2 OF 201 ME 50: ACTION EUCCESSFUL

ES-COLLECTION OFFICER.CREDITEL SQUIFAX CANADA.CALGARY .AB.,. .. EF-DOLLECTER, EQUIPAX, EE-COLLECTOR, PROFFESSIONAL CREDIT ADJ,.....

BUMMARY 10/72-07/97.PR-00.FE-A.TA-15.H/C#1500-039%, 01-TERG, 54-58EE.

- * BUS/ID CODE RPTD OPND H/C TRMS DAL P/D RT 20/50/90 MR LAST
- 31 AMERICAN EXFRESS I #4500N40893 07/99 04/97 1500 - 0000 0000 R1 00 00 00 17 03/99 ACCOUNT NUMBER: S789476708700.
- DE BEARS I 0000 0000 Rt 01 00 00 SF 06/PF *550DC00016 07/99 01/96 2300 ACCOUNT NUMBER: 281818389770004 PREV HI RATES: R2 04/97. AKBURT IN HIC COLUMN IS CREDIT LIMIT ACCOUNT PAID
- XE BANK OF MONTREAL *4815997135 | 05.99 03/99 5000 0525 5000 0000 ID DD 60 00 1999/07/04 14:10

LN42 CRPT 3 XLN CREDIT BUREAU REPORT 97/07/05 15.12.21
CBUR . . CD 2 DP 201 MS 501 ACTION SUCCESSFUL

ACCOUNT NUMBER: 20002862518.

- #650DN00051 06/99 10/92 3900 2137 0000 R1 04 00 08 72 05/99 ACCOUNT NUMBER: 191230026457722 PREV HI RATES: R2 12/93. AMOUNT IN H/C COLUMN IS CREDIT LIMIT
- MBNA CANADA BANK I *650DN40914 06/99 10/98 7500 0154 7831 0000 R1 00 00 00 07 04/99
- 04 BANK OF MONTREAL #4219897135 06/99 09/93 020K 018K/0000 R1 00 00 00 12 05/95 / ACCOUNT NUMBER: 200005248006289. FERSONAL LINE OF CREDIT
- 7 CIBC PREMIER VIBA +450DN00598 05/99 11/95 8000 386570000 R1 00 00 00 09 05/99 PMGUNT IN H/C COLUMN IS CREDIT LIMIT
- 8 GEDAN FUTURE (780) 990-2416 I *550HT00058 05/99 10/99 4000 9000 R1 00 00 05 05/99 1999/07/09 14:11

LINE CRPT 3 XLN CREDIT BUREAU REPORT 99/07/05 16.14.47 CBUR DD 8 CP 801 MS 501 ACTION SUCCESSFUL

ACCOUNT NUMBER: C4258784787848.
AMOUNT IN HZC COLUMN IS CREDIT LIMIT

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- 1. BANK OF MONTREAL (780) 428-7390 *5028804418 02/98 09/97 039K 1183 3352 0000 11 00 00 00 05 05/98 ACCOUNT NUMBER: 142165986.
 - BANK OF MONTREAL (780) 441-6525
 *6028800069 08/97 10/96 028K 0860 0000 II 00 00 00 09 08/97
 ACCOUNT NUMBER: 25322077247.
- 2 LAURENTIAN BANK (416) 947-5100 I 1999/07/09 14:12

*4818920903 09/97 02/97 2500 0214 0000 0000 II 00 00 00 07 09/97 ACCOUNT NUMBER: 247069601601.

- 14 BANK OF MONTREAL (403) 834-3844 *0078800171 02/94 08/95 013K 0337 0000 0000 I1 00 00 00 02 02/94 ACCOUNT NUMBER: 5262026561.

*999/07/09 14:13

JUCY 9,1999.

LAURIE BENEON - BOXM - 403-0408

Ofen OSC 1998 2 Accounts.

New Aust of Activity, And Run As Acresco.

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Financial Services Agreement

THIS IS EXHIBIT B REFERRED TO IN THE AFFIDAVIT OF
SWORN BEFORE ME THIS DAY OF THE ALL COURS
A NOTARY PUBLIC. A COMMISSIONER FOR OATHS

DAVID THOMAS WILLIAMS

Welcome to Scotiabank

As our new customer, we would like to take this opportunity to welcome you to Scotiabank. From this day forward, it is our commitment to become your business banker and help you manage your working capital and information flows. We look forward to working with you to add value to your business.

How to Use the Scotlabank Financial Services Agreement

The Scotiabank Financial Services Agreement will accommodate your growing business needs. It contains the terms and conditions related to the operation of your business account(s), including the list of Scotiabank Financial Services you will find in the back of this booklet. Ask your Scotiabank representative to explain how these products have helped other businesses better manage their working capital and how we can put these services to work for you.

Business Account Plus Financial Services

When you sign-up for one of the Scotisbank Financial: Services listed on the Published list of "Scotisbank Financial Services", all sections of the agreement will come into offect. For each additional service, your Scotisbank representative will ask you to complete a service request form. All terms and conditions related to additional services will be covered by the original Sectisbank Financial Services Agreement that you sign. We suggest that you keep these documents in the back of this folder for easy reference.

Scotlabank Financial Services Agreement

You and your mean the customer who signs the Septiabank Financial Services Agreement Signature Form. We, our, and us mean Scottabank. The Bank of Mora Scotta.

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Your contract with us

- 1.1 This agreement is given for consideration: It sets out the terms under which we operate accounts, provide certain financial services and early out instructions.
- 1.2 When you sign the Scotiabank Pinancial Services Agreement Signature Form, you are bound by this agreement. In addition, you are responsible for:
- · any instruction given on the accounts
- any request made for service relating to the accounts, and
- " all your liabilities and obliquious to us.
- 1.3 If you are a partnership, joint venture or organization that is not incorporated, each individual or entity which is a member (fact not the limited partnership) is responsible for your obligations even if the partnership, joint venture or organization is dissolved or the membership changes. This responsibility includes all obligations to provide any money needed to fund the accounts.
- I.A. If the customer consists of more than one individual or entity will be jointly and were ally responsible for your obligations.

Your authorization to us

- 2.1 You authorize us to act on any instruction you give us relating to the accounts and the services we provide for those accounts under this agreement.
- 2.2 An instruction is a request to transfer funds to or from the accounts. Examples include cheques, transfers between accounts and any orders for the payment of money. Instructions may be given by electronic or written communication. Instructions may have the signature electronically or mechanically produced or imprinted.
- 23 You authorise us to record any telephone or other verbal communication.
- 2.4 You spice that we may record and store information about your accounts and services in any form and a copy of our permanent business

record(s) (in any form, including microfilm, photocopy, CD-ROM, image) of any communication may be substituted for the original. You agree that those records, or any recorded verbal communication, may be used as conclusive evidence of the content of that communication in any input or other proceedings.

- 2.5 We are not obliged to set an any instruction which is not properly given or which does not comply with all requirements for clearing the instruction. Clearing is the process by which we settle payment for instructions.
- 2.6 You acknowledge that if the words and numbers of an instruction differ, the words will be correct. If there is a discrepancy between any instruction and the written confirmation of it, the instruction as we understood it will be taken as correct.
- 2.7 You authorize us to obtain, store and use system specifications of your computer system relating to the provision of a service but we are not required to do so.

Your account obligations

- 3.4 You must:
- give us specific authorization or additional information if reasonably required by us
- ensure that all your instructions to us meet our requirements with regard to form, signstures, verification and authorization
- ensure that all confidential information we give you is kept confidential.
- 3.2 You agree to maintain security systems, procedures and controls to prevent and detects
- . theft of funds
- forced. Fraudulent and unauthorized incresstions and electronic trensfer of funds.
- losses due to fraud or unauthorised access to the service;

Your payment obligations

4.1 You are responsible for settling payment of your instructions. Unless you have made specific arrangements with us, you will creare that your accounts have sufficient cleared funds to settle

cleared funds. Cleared funds mems cash or any funds from any deposit which have been finally able in your account. The reported belences for settled through the clearing system. your account may include amounts which are not instruction. We sire not required to settle an instruction if sufficient chased funds are not availany instructions at the time that you give us an

- C and any charges to your account in any order con-Turticos au of processing may affect whether an instruction is horouned if there are traufficient cleared funds in presented for payment on your account, the order We may process your payment instructions
- A.1 You acknowledge that we must clear instruc-tions using a clearing system and are bound by the rules of any clearing system we use, including rules for endorsement of instructions, identity of payers and the time for final settlement. These follow to settle your instructions and clear funds cancel instructions and the procedures we must rules affect our ability to honour your request to
- instructions by wheever method we choose, whiches they are drawn on your account or negotisted by you. You grant us sufficient time to settle all instructions, You acknowledge that we may delay crediting your occount until we receive the cleared funds for the instruction. We reserve the right to clear and transfer
- required to pay under this agreement, plus interest at our published overdraft rate. Interest will be calculated on a daily basis and will be payable monitily at us we may otherwise require. must immediately pay us any amounts you are expense to your account, or if we ask you to, you If we can not charge a payment, fee or
- have previously chosen not to exercise it. the overlight in it. We remin this right over if we which would overdraw your account or increase ing garrushment, a trust provision or an instruction instruction for any proper or lewful season, includ-We may at any time refuse to honour an
- cally designated for the instruction or service: any of your accounts, even if they are not apaciff. You surhocks us to charge the following to

- the uniount you sek us to pay in any instruction the uniount of any instruction we have paid to you or credited to your account and for which (including fraud, loss or endorsement error) we do not recube settlement for any measur rogether with all related costs
- payment of any amount you over us. Including es. charges, odes and expenses.
- deducted from the purchase amount otherwise payable to you. We will charge the resulting total chang will be at our customer sum of exchange in effect at the time. Any cours for this exchange will be added to the sale amount payable by you or settlement in a custincy other than the currency of the account, we may sell to you or purchase sale orgount or credit the resulting not purchase required to sende your instruction. The sele or pur from you the amount of the other currency emount to your account. If un instruction on your account require

(stop payment) Cancellation of instructions

- Wen Bu. We may treat all instructions as final when
- 5.2 Once we have received an instruction, you do not have the right to reverse, change, stop or cancel it unless we give our consent. Such consent will not be given if we have already acted on the inggruction.
- applicable clearing system rules and this may affect our ability to cancel an instruction. works communication (if permitted) before three settlement. You acknowledge we must follow say form which we give you. You must she communicedures set out in any service materials and any includes a stop payment), you must follow the pro-When you cancel an instruction (which
- you unless: obliged to hold the funds or return the funds to If you cancel an instruction, we will not be
- · we are able to have the instruction stopped and the cleared funds are returned to us, and
- ė the service numerials specify a procedure for you to cancel instructions and you connectly followed that procedure.

Your obligations in using our services

- 7.1 You minet:
- submit a service request in advance for outil service you wish to receive or change under this agreement.
- promptly give us any information we requise in the service request or when providing the service
- change triffed security access codes, if applicable.
- \$.2 You agree to make your own arrangements to provide the equipment and software you need to meet your desired levels of service, security and reliability. Equipment includes computer systems and telecommunication devices. All equipment and specifications for the service we are providing. All purchase, installation and maintenance court will be at your expense.
- **9.3.** We may if we choose, specify security procedures for a service, which you must follow has agree to keep any keys, access order, security devices and verification procedures safe and conflicted unid change them at least as rition as the service materials specify. We may establish a mutine to wirfly the source and authorately an instruction soften acting on it. We may act on instructions that contain the verification mudne without those that contain the verification mudne without educating authority.
- 9.4 For all service materials, including software, we give you you suppor
- we and any lease or licensor will retain all ownership rights, including any copyright
- way will not disussemble or reverse engineer the software.
- you will not copy, remove, modify, transfer, adapt or installed the service muterials without our consent
- which we stop providing a service you will delete the applicable software from your computer hardware.
- 9.5 We may but are not required to, confirm or obtain endorsements if we choose to do an. If a service we pervide involves accepting and processing unendorsed third party chaques, we may do so. You will reimburne us for any account we cannot

collect as a result of a problem in clearing an unerstorsed third pury cheque.

9.5 If electronic communication is part of a service for an account, you authorize us to accept electronic files and instructions as described in the service sequent.

10 Our service obligations

- 18.1 After your service request has been received by us, and we agree to provide this service, we will give you any relevant service materials, which you agree to follow.
- 10.2 When we agree to provide a service, we will give you the access or security devices and codes; pusswords and procedures you need to use that service. We will tell you how to change the access codes so that you can restrict access to your accounts.
- 10.3 Any services we provide for the accounts will be powered by this upwernent and skit applicable survice request and service metable. In post-viding you with any service, we will meet reasonable and usual standards for the provision of alreadure services by other service providers.

III Fees and charges

- II.d You agree to pay the fixes, charges and intercat promptly when due, as set out in any applicable for schoolate, service request or statement relating to your account. You also agree to pay all tures we must collect on the products and services we provide.
- 11.2 We may change any of our feet, changes or increat rates. If we do, we will give you notice ut least 30 days before they go into offect, either through a written or electronic notice or by posting a notice in our brunches.
- 11.3 We will advise you of feet, charges and interest we deduct from your accounts.
- I.1.4 You agree to pay us for any out-of-packet or other expenses we incur at your request or in the exurse of providing a service to you. Those expenses include communication charges, transmission charges and transportation or delivery charges incurred by us.

\$15 You are responsible for any cost of a canecilation.

Instructions through third parties

it.1 We may act un your instructions and provide services through third parties of our choice, including payment or clearing services, correspondents and electronic data processing service hureaus. We may choose the method of communisating with the third party for the service provided

Werffying your accounts

- 7.1 We will periodically provide you with state, ments of your accounts in printed or electronic form.
- 7.2 You must review each statement carefully to check and verify the entries. If you believe thore are any errors or omissions, you must tell us in writing within 30 days of our mailing the statement or making it available for pick-up electronically or in person. If you don't tell us of any errors or omissions within that 30 days, you have acknowledged that:
- the balance shown in your subtract is contreet
- all amounts charged to your account are willd
 via are not enished to be credited with any
- amount not shown on your statement.

 you have verthed the validity of any instruc-
- . the use of any service shown is currect
- 7.3 After the 30 days, you can not claim, for any purpose, that any entry on your statement is incorrect and will have no claim against us for reimbursement relating to an entry, evan if the instruction charged to your account was forged, unauthorized or fraudulers.
- 7.4 We will tail you in the service materials or a notice if the nature of any service requires more frequent suscensers, exchange of information, reports or verification than described generally for the account. The account verification conditions duscribed above will apply regardless of the reporting frequency, but the time period will be the one

described in the service meetals or notice and not the 30 days as above.

V.E. We will mail your statements of account to your latest address on our records or make them available for pick-up at the branch or electronically, as may be agreed in writing from time to time. If you do not receive a statement, or pick it up where this has been agreed, within 10 days after the end of the statement period, you must let us know within 15 days after the end of the statement period. If you do not let us know, you will be deemed to have received the statement of days after the mailing date, for all purposes, including the 30 day period to review the statement and advance us of any ortus.

B The services we provide and how you access them

- B.I This iggreenting applies to any werkly which we list in our Published list of Scottlebank Financial Services' from time to time, and which you access under this agreement by your signing a service nequest. If the service is listed in our published list of Scottlebank Financial Services at any time the service will be subject to this agreement even if the service request form does not specifically say to
- 8.2 You apply for a service by signing the applicable service request. We have the right to not provide a service to you even if you, give us a service request. Our agreement to provide a service will be given by notice to you or our starting to provide the services.
- \$23 You agree to follow the most current procedures, service materials and instructions we establish for the services we provide to you. Service materials include the forms, usor guides, software and other information either in written or electronic form, describing the service and the procedures you must use to operate the service.
- 8.4 We have the right to make changes to sary service. If we do, we will give you notice at least 30 days before making any changes, either discopt a written or electronic notice or by posting a notice in our branches.

E Cancelling a service

- 12.1 You may cancel any of our services under this agreement by giving us two days written notice unless the service request provides for a different notice period.
- 12.2. We may cancel any service to you without a reason by giving you thirty days' written notice.
- 12.3 We may immediately cancel any service under this agreement at any time without notice if you default on any obligations to us or you become insolvent, bankrupt or a receiver is appointed over a significant amount of your assets. We will let you know promptly if we cancel a service for one of the above reasons.
- 12.4 If any service is cancelled, you will be liable for any pre-authorized payments or instructions issued before it was cancelled and for all payments required up by made by this agreement.
- 12.5 If any service is cancelled, you will return to us in good condition any keys, equipment and sersice materials which we have provided to you reparding the service.

E Limits of our liability

- 13.1 We are not liable for any loss or damage you suffer in connection with your accounts or the provision of any service, or refusal to provide any service, except if it was caused by our negligence. You acknowledge this means we are not liable for the following specific matters:
- honouring, or refusing to honour or cancel, an instruction, for any reason
- any delay in completing or failing to provide a service for any reason even if this means you are unable to access funds in your account
- any matter arising from your actions or your fullant to perform your obligations properly under this agreement even if you are not at fault.
- a forged, unauthorized or fraudulent use of services, instruction, or material alteration to an instruction, even if you or we did or did not verify the signature, instruction or authorization.

- 13.2 If we are found to be liable for fulling to perform a service properly, our liability will not be more than the direct cost to you af any loss of funds you suffered. This loss will be calculated from the time washould have made the funds available to you until the time we did make them available, or until you should remonably have discovered their loss, whichever is parties.
- 13.3 Under no executationes will we be liable for any indirect durings of durings that are a consequence of a loss.

III Indemnity agreement

14.1 You agree to:

• release us from liability:

- " indemnify and hold us blameless; and
- compensate both us and anythird party providing services or settling instructions for any loss, damage, payment, legal expense (based on the solicitor's fees changed to us) and other cost, as may be applicable, resulting from:
- · any service performed or refused;
- uny instruction horseured, processed, negotiated, estilled, changed, cancelled, reversed or refused; or
- your failure to properly provide information or follow any procedures for an account or service under this agreement.
- 14.2 We will let you know it a claim arises for which you have agreed to indomnity us. We will each cooperate in dealing with the claim, but any costs will be at your expense. You may defend a claim before making a payment to sottle it, as long as we are satisfied this will not cause us to be exposed to further loss.

E Walvers

15.1 Subject to any specific instructions you have given us in writing, you agree that you have waived presentment, notice of dishonour and protest of all instructions drawn, made, accepted or endorsed.

I Notices

16.1 We may give you any notices under this agreement by any means of written or observable communication, or by posting notice in our branches and any of those will be adequate delivery of notice. When sending notices to you, we may send them to your latest address on our records. You will be deemed to receive notice five days after mailing, or at the time of delivery of a personal delivery, the sending of an electronic communication or the posting of a notice in our branches and send you notice, the effective time of notice will be the date of posting in our branches.

16.2 You must deliver any notices or communications concerning a perticular account to the branch where you have the account.

This agreement

17.1 Source incomedge that we have made no promise, representation, warranty or agreement except as described in this agreement. This agreement, any service request approved by as and any service materials are the only descriptions of the services and what we will do and are responsible for.

17.2 With the exception of new pricing schedules us changes to services, service materials and service requests issued by us, no change to this agreement will be valid unless it is in writing signed by both you and us.

17.3 This agreement takes precedence over any other agreement, service sequest or service materials relating to any instruction or services. However, we retain all our rights under any law respecting loons, set-off, deposits and banking matters even if they are not described in this agreement.

16 No assignment

18.1 The terms and conditions in this agreement are binding on you and any person who succeeds you (including heirs, executors, administrators and legal representatives) or takes on your obligations.

18.2 You may not assign this agreement without getting our written permission first:

Governing law

19.1 This agreement is governed by the laws of the province or other jurisdiction in which the branch named in the Scottsbank Financial Services Agreement Signature Form is located.

20 Language

20.1 All parties have usked to have this agroument and all related documents drawn up and excuted in English. Les parties exigent que extre convention et tous documents qui s'y ratischant solent rédigés en anglels.



SCOTIABANK FINANCIAL SERVICES AGREEMENT SIGNATURE FORM

	*	
		PRIVATE TALES
in N	n this form, you and your means the customer and wa, our and we and the Bank Nova Scotia.	means Scotlabank, The Bank
Ċ	Customer Legal Name	
	Susiness/Trading Style	
Fi Bis So Op al	By signing this form, you understand and agree that you are bound by the terms in financial Services Agreement and agree they will apply to your accounts with us, isted in the Published list of "Scotlabent Financial Services" for which you may acknowledge you have been given and read a copy of the Scotlabent Financial to apportunity to ask any questions which you had about the agreement. You have significant consideration and knowing you are agreeing to the obligations of the Agreement.	and any of the financial service apply now and in the future. I Services Agreement and had ned this Signature Form for va
B) in	ly signing this form, you certify the following are authorized to give instructions to the number and combination as specified below:	or your account and the service
Ri.		
D ACCOUNTS IN JOHN TOCKMITS		·
*		
Sic Sic	cottabank will provide specific financial services as cultimed in the Southback F	inercial Services Amesiment.
Sc	cotiabank will provide specific financial services as outlined in the Scotlabank F	inancial Sarvices Agreement.
so	cottabank will provide specific financial services as outlined in the <i>Scottabank F</i> Witness:	inancial Sarvices Agreement.
So	Witness:	inancial Services Agreement.
Sc		inancial Services Agreement.
S.c	Witness:	inancial Services Agreement.
\$c	Witness:	inancial Services Agreement.
\$c	Witness:	inancial Services Agreement.
	Witness: Witness:	inancial Services Agreement.
Sc.	Witness: Witness:	mencial Services Agreement.

F-447

Business Account - Branch Certification (internal Use Only)

Date: 2004/1/1/2

Business Legal Name: NPAY INC. Trading As:

1) Nature of Business: Holding Company for Internet Bill Collection

2)	What is the current/planned monthly a	activity for the account?	Account Number	90969 00074 12
	Average Account Balance	\$100,000	Average Deposit Amount	\$10,000
	Cash Deposited	S0	Cheques Deposited	SO
	Other Deposits eg. Merchant	. 50	No. of Cheques Deposited	0
	No. of Cheques Written		Percent of Internet/	0%

3) Account Manager/Manager Certificate

Operating documentation taken supports the business structure and owner(s) relationship to the business.

The identification of the signing officers has been verified in accordance with regulations under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act. If the account is being used to conduct business on behalf of someone other than the named account holder(s), the Third Party Determination form has been completed.

The identify and business activity of the customer are known or have been investigated and verified. Operating documents are on file, complete in all respects and apply to the new account.

	siness Account without a credit bureau report, doc roval. Other existing account number(s)	
☐ Photocopy of ID on file. ☐ Photocopy of ID is not on file. The	e original ID represented is recorded below.	
Name:	Date of Bi	rtn:
1		
TYPE OF ENTIPICATION	PETERBURSSUR MANDER	PAZ OF SSIE OF D
2.		
Name: Name:	Date of R	PLACE OF ISSUE OF IO
I. V. golf		
TYPE OF IDENTIFICATION	NENDTENCE/ISSUE MUMBER	PLACE OF ISSUE OF ID
TYPE OF IDENTIFICATION	REPERGINCENSSUE MUMBER	PLACE OF ISSUE OF ID
Name:	Date of B	inth:
TYPE OF DENTISERION	REFERENCESSILÉ MARGER	PLACE OF SIZIE OF SI
2 have of Demission	NEPERONCEISSUE MUMBER	PLCC OF ESSEE OF ES
140	Balationship Manage	er Codec 20
A. V		200 Wall

NOU 23 2005 17:40

Authorized Branch Signature

NOV-23-05 07:36pm From-MC TET SERVICES

416 888 0673

T-564 P.006

F-447

Business Account - Confirmation

IntraLink &

Business Account Open - Confirmation

Business Name:

"NPAY INC.

Account Type:

Basic Business Account

Business Account#

90969 00079 19

Additional Services

Cheque Order

Open Money Master for business

Open Business Account

Enquire if Customer is interested in Merchant Services





Business Account - Branch Certification (Internal Use Only)

Date-2004/11/12

Business Legal Name: NPAY INC. Trading As:

1) Nature of Business: Holding Company for Internet Bill Collection

Z)	What is the current/planned monthly a	ctivity for the account?	Account Number	90969 00079 19
	Average Account Balance	\$100,000	Average Deposit Amount	\$10,000
	Cash Deposited	\$0	Cheques Deposited	\$0
	Other Deposits eg. Mercham	S 0	No. of Cheques Deposited	0
	No. of Cheques Written	٥	Percent of Imemes/	0%

3) Account Manager/Manager Certificate

Operating documentation taken supports the business structure and owner(s) relationship to the business.

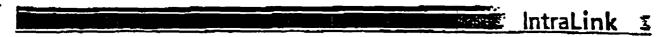
The identification of the signing officers has been verified in accordance with regulations under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act. If the account is being used to conduct business on behalf of comeone other than the named account holder(s), the Third Party Determination form has been completed.

The identity and business activity of the customer are known or have been investigated and verified. Operating documents are on file, complete in all respects and apply to the new account.

4)		Business Account without a credit bureau report, docu approval. Other existing account number(s)	
5)	☐ Photocopy of ID on file. ☐ Photocopy of ID is not on file.	The original ID reviewed to recorded below.	••
	Name:	Date of Birth	b:
	1. TYPE OF DENTIFICATION		
	2	PETERÉNCEISSUE MANGET	PLACE OF ID
	TYPE OF EDENTIFICATION	ARTERIOCEASSUP NUMBER	PLACE OF MOLECUED
		Date of Both	ht
	TYPE OF IDEMPERATION	NEPENDICENSUS NUMBER	PLACE OF RISINE OF ID
	TYPE OF IDEMPERATION	RETERENCEASSIE MINISER	PLACE OF NESLE OF ID
	Name:	Date of Birt	<u> </u>
	1		
	THE OF DOTTE CATION	ACTEMPACENCIE MANGEN	MUNCE OF RESULE OF 80
	2 DOCTO DOMPORDA	REPERENCIASUE NUMBER	PLACE OF MISUE OF 40
	WILLY	Reignionship Manager	Code: 20
APP			CUNY

Authorized Branch Signature

Business Account - Confirmation



Business Account Open - Confirmation

Business Name:

"NPAY INC.

Account Type:

Basic Business Account

Business Accounts

90969 00081 17

Additional Services

Cheque Order

Open Money Master for business

Open Business Account

Enquire if Customer is interested in Merchant Services



1

Business Account - Branch Certification (Internal Use Only)

Date: 2004/11/12

Business Legal Name: NPAY INC. Trading As:

1) Nature of Business: Holding Company for Internet Bill Collection

2)	What is the current/planned monthly a	ctivity for the account?	Account Number	90969 00081 17
	Average Account Balanca	\$100,000	Average Deposit Amount	\$10,000
	Cash Deposited	50	Cheques Deposited	\$0
	Other Deposits eg. Merchant	20	No. of Cheques Deposited	0
	No. of Cheques Written	0	Percent of Internet/ Telephone/Mall Order Sales	0%

Account Manager/Manager Certificate

Operating documentation taken supports the business structure and owner(s) relationship to the business.

The identification of the signing officers has been verified in accordance with regulations under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act. If the account is being used to conduct business on behalf of someone other than the named account holder(s), the Third Pany Determination form has been completed.

The identity and business activity of the customer are known or have been investigated and verified. Operating documents are on file, complete in all respects and apply to the new account.

~,	• •	proval. Other existing account number(s)	•
5)		he original ID reviewed is recorded below.	
	Name:	Totale of Bi	rttr
	1. TYPE OF INDIFFIRMATION		
		MEETING CENTRE NUMBER	PLACE OF ISSUE OF D
	TYPE OF IDENTIFICATION	ILE I REFERENCESTRATES	PLACE OF SINE OF 8
	Name:		rth:
	1.	min N harm	
•	THE OF IDENTIFICATION	REPORTENCESSIE MANGER	PLACE OF ISSUE OF ID
	2. TYPE OF DENTIFICATION	ROTEPOCENSUE MANER	PLACE OF ISSUE OF ID
	Name:	Date of Bi	ribi:
	1. THE OF IDEMPICATION	MEFERENCEASSILE MLANBER	PLACE OF SSIECOFED
	2	·	
	TYPE OF IDENTIFICATION	REPORTERE MARIER	PLACE OF USUE OF D

Beletionship Manager Code: 20

Authorized Branch Signature

NOV 23 2005 17:40

Scotiabank

Business Account - Service Request

in this service request, we, our and us and the Bank mean Scotiabank. The Bank of Nova Scotia; you and your mean the owner, officer or partner providing personal and business information to Scotiabank, and business customer means the business entity applying for banking services. Agreement means this Service Request and the Business Banking Services Agreement.

Transit: 90959	Branch: SHERWOOD P.	ARK, ALBERTA		Date: November 12, 2004
Information About Business Legal Name	ut the Business Custom ne: NPAY INC.	*	Bus	iness Established: 12/2000
Tracing As: Address: 9 HIGHVA SHERWOOD PARK	NLE CR L. Alberta TBA 5,17 Canada			
Pnone: (780) 716-25	597	No. of Owners/Parmers: 0	Ann	ual Sales/Revenue:
Account Type / A	scount Package			
Name	of Account/Service	Account No.*	Transaction Volume Limit	Full-Service/ Sell-Service
Basic Business Aco	ount .	90969 00074 12		
	-We will	debit this account for less based a	on Published Prices	
Name of ScotiaC	ard Officer:		_	
Electronic Bankir	ng for business ^{ne} (Stand	alone Service)		
We will debit Accou	nt No. 90969 00074 12	for fees" based on Publishe	ed Prices	
* monthly fee waived	with Account Plan for busine	555 ⁷¹⁶		

YOUR SIGNATURE:

By signing this Service Request, in your capacity as an authorized signing officer of the business customer, you candly that the information about the business customer in this Service Request and any other information provided now and in the future is accurate and complete. By signing this Service Request, the business customer:

- acknowledges receipt of and agrees to be bound by the applicable sections of the Business Banking Servicus Agreement, including terms and conditions relating to the disclosure of information in the section titled About The Business Customer;
- continue receipt of the Business Accounts Your Guide to Fees and Interest Schedules booldet;
- authorizes us to issue ScottaCard(s) as requested by the SociaCard Officer named above;
- requests mat tris Service Request and all related documents be traver up to the English language. Le client exige que came Demande d'adhésion et les occuments y aflérents soient rédigés en anglais.

 authorizes us to provide the business custome posiness customer has selected as indicated at 	r with the services which the sove:	
AT (AACI / PASIONET	May Frace	Nov 12/204
Print Name and Yell	Noreum <	Dames I _p
ELGIS (FRANCE) SEC /TR	ins/ Blelie Than	Nou (2) and
Print Name and Title	Square	Date 1 /
WICHM CROW MANCY	Stude'	Noull roy
Print Name and Time	Spanis	
E maco notto	1 - CUSTOMER COPY 2-BRANCH COPY	"Explanation of The Bank of Marin Screen,"



Business Account - Service Request

In this service request, we, our and us and the Bank mean Scotiabank, The Bank of Nova Scotia; you and your mean the owner, officer or partner providing personal and business information to Scotiabank, and business customer means the business entity applying for banking services. Agreement means this Service Request and the Business Banking Services Agreement.

Transic 90969	Branch: SHERWOOD PA	ARK ALBERTA		Date: November 12, 2004
Information Abo	ut the Business Customa	7	Busi	inass Established: 12/2000
Business Legal Na	me: NPAY INC.			
Trading As:				
Address 9 HIGHV	ALE CR C Alberta TBA 5.77 Carrada			
Phone: (780) 716-2	597	No. of Owners/Partners: 0	Ann	rai Sales/Ravenue:
Account Type / /	Account Package			
Name	of Account/Service	Account No.*	Transaction Volume Limit	Full-Service Self-Service
Basic Business Acc	ount	90969 00079 19	,	
	We will t	debit this account for legs based o	n Published Prices	
Name of Scotiat	Card Officer:		•	
Electronic Banki	ng for business** (Standi	elone Service)		
We will debit Accou	ant No. 90969 00079 19	for fees' based on Publishe	d Prices	
monthly fee waive	with Account Plan for busine	SS ^{TR}		

YOUR SIGNATURE

By signing this Service Request, in your capacity as an authorized signing officer of the business customer, you centry that the Information about the business customer in this Service Request and any other information provided now and in the future is accurate and complete. By signing this Service Request, the business customer:

- acknowledges receipt of and agrees to be bound by the applicable sections of the Business Banking Services Agreement, including larms and conditions relating to the disclosure of information in the section field About The Business Customer;
- confirms receipt of the Business Accounts Your Guide to Fees and Interest Schedules booklet;
- authorizes us to issue ScotiaCard(s) as requested by the ScotiaCard Officer named above;
- requests that this Service Request and all related documents be drawn up to the English language. Le client exige que cette Demande d'adhésion et les documents y afférents soient religiés en anglats.

authorizes us to provide the business custome bipliness customer has selected as indicated at		Now 12/2044
AT I FALL / FLESOURS	- Cay Stall	140014
Marsia Care Six / Tun	s. / Die Grace	Nou12/2004
Weller Acces MANNER	Made	Now Wrong
Print Name and Time	4000	-Cross
E 01500 (1000)	1-CUSTOMER COPY 2-BRANCH COPY	**Topograph of The Both of Physic Scotts.

NOV 23 2005 17:41



Business Account - Service Request

In this service request, we, our and us and the Bank mean Scotlabank, The Bank of Nova Scotla; you and your mean the owner, officer or partner providing personal and business information to Scotlabank, and business customer means the business entity applying for banking services, Agreement means this Service Request and the Business Banking Services Agreement.

Transit: 90969	Branch: SHERWOOD P.	ARK, ALBERTA		Date: November 12_2004
Information Abo	out the Business Custome	M.	Bus	iness Established: 12/2000
Business Legal Na	ITHE: NPAY INC.			
Trading As:				
Address 9 HIGHV SHERWOOD PARI	ALE CR K, Aberta TBA 5J7 Canada			
Phone: (780) 716-2	597	No. of Owners/Partners: 0	Ann	uzi Sales/Revenue:
Account Type / /	Account Package			
Name	e of Account/Service	Account No.	Transaction Volume Limit	Full-Service/ Sell-Service
Basic Business Acc	count	90969 00081 17		
	"We will	debit this account for fees based (on Published Prices	
Name of Scotia	Card Officer:			
Electronic Banki	ing for business ^{re} (Stand	alone Service)		
We will debit Accor	unt No. 90969 00081 17	for fees" based on Publish	ed Prices	
monthly fee waive	d with Account Plan for busin	-2 ³⁰		

YOUR SIGNATURE:

By signing this Service Request, in your capacity as an authorized signing officer of the business customer, you certify that the information about the business customer in this Service Request and any other information provided now and in the future is accurate and complete. By signing this Service Request, the business customer.

- acknowledges receipt of and agrees to be bound by the applicable sections of the Business Banking Services Agreement, including terms and conditions relating to the disciosure of information in the section titled About The Business Customer;
- confirms receipt of the Business Accounts Your Guide to Fees and Interest Schedules booldet;
- authorizes us to issue ScotiaCard(s) as requested by the ScotiaCard Officer named above;
- requests that this Service Request and all related documents be drawn up in the English language. Le client eagle que cette Demande d'adhission et les documents y alférents: scient rédigés en anglais.

Substitution us to provide the business customer with the services which the business customer has selected as indicated above:

At JARL JUSTOMER COPY 2—BRANCH COPY

**Transment of The Best of Round Store

NOV 23 2005 17:41

BANKING RESOLUTION

	- W	e, our and us mean NPAY INC.
	••	(FULL LEGAL NAME)
	wi	nich carries on all or part of its business under the trading name(s):
		(SAPLICARE)
	Ye	wand your mean Scotiabank, The Bank of Nova Scotia.
	R	solved that
		We appoint you as our banker and agree to the terms set out in the Scotiabank Financial Services Agreement, or where
	1.	applicable, the Scotianank Financial Services Agreement section of the Business Banking Services Agreement.
	_	Raymond Grace
ml 1		Heiene Grace
LN Va	d.	WILLIAM FRONT
		Any One of the following persons are authorized to sign and deliver the Scotiabank Financial
00	~	Services Agreement, any service requests and any other banking agreements with your
STATETHLES		President
RATHER THUM NAMES		
	3.	The persons and the required combination of those persons we verify, are the persons authorized, and the combination of
		those persons required, to give instructions, verifications and approvals on our behalf from time to time. We will provide
	תי	this verification by a certificate in writing given to you by any One of the officers set out below. The most recent certificate given to you will be the current certificate in effect.
	//	President
STATE TITLES HATHER THAN	to	Monger.
- w	,	
PLETE FOR MODPHLITIES, LINCOL BOARDS	•••	We may exercise every power to borrow money and to secure repayment thereof which is conferred upon us by our governing legislation. The persons and the required combination of those persons we verify, are the persons authorized,
OR UNINCORPORATED		and the combination of those persons required, to borrow money from you on our credit from time to time in the amounts
ASSOCIATIONS		and on the terms that those persons determine, and to grant security to you over any of our property from time to time. We will provide this verification by a certificate in writing given to you by any One of the officers set out below.
		The most recent certificate given to you will be the current certificate in effect
STATE TITLES		President
RATHER THUM NAMES		
	5 .	All instructions, agreements and documents which we sign, make, draw, accept, endorse or complete and which are
		signed by the persons we have authorized from time to time are valid and are binding on us. Our seal is not required on any written document to make it valid or to show consideration.
	_	•
•	6.	This Resolution remains in effect until we cancel it by written notice to you and you have acknowledged receiving the notice.
	CE	RTIFICATE
	Ву	signing below, our directors/officers/members certify for us that:
		. there are no provisions in our incorporating documents or by-laws or in any unanimous shareholders agreement which
DELETE K		impair in any way the powers of our directors or officers to borrow money or grant security.
		 our directors/shareholders/members have full power to pass this Resolution and to bind us in all respects. the above Resolution was properly passed by our directors or members (directors and shareholders for Nova Scotta
		Companies) in compliance with all applicable legislation and continues in effect
		// 4/4-14
FOR		Revinond Grace MANE OF AUTHORIZED DIRECTION ON OFFICER ON MEMBER ACCURTING
UNINCORPORATED ASSOCIATIONS		Raymond Grace NAME OF AUTHORIZED DIRECTION ON DIFFICIST ON MEMBER Welsons Grace Mellons Grace
TE RECEIVED		Helene Grace NAME OF AUTHORIZED DIRECTOR OR OFFICER OF MEMBER SKIMMTURE
1.124		
RECORDED 17		MANE OF MENIORI OTHER THAN MENIORS
APPROVED		AUTHORIZED TO SIGN FOR THE ORGANIZATION
ED.		11/2/2004
ומטיון בוולונו		DATE AMACONYPY)

416 868 0673

T-564 P.014

F-447

CERTIFICATE - OFFICERS, DIRECTORS & SIGNING AUTHORITIES

TO SCOTIABANK, THE BANK OF NOVA SCOTIA AND ITS SUBSIDIARY COMPANIES:

	THE UNDERSIGNED, on behalf of NPAY INC	FRALLEGAL NAMED
	(the "Company") certify that the following pers	ons are officers of the Company:
	Raymond Grace	President
STATE	Helene Grace	Secretary/Treasurer
# TITLES		•
·	and the following persons are the directors of a	the Company:
	Helene Grace	. •
	and certify that any of the following persons in to give instructions, verifications and approvals	the combinations specified, if applicable have been authorized on behalf of the Company from time to time:
1410	Raymond Grace	President
A TITLES	WILLIAM EASE	Ranable
DELETTE FOR HUMCIPALITIES, SCHOOL BOARDS, OR UNINCORPORATED	to borrow money from The Bank of Nova Scot	the combinations specified, if applicable have been authorized ia (the "Bank") on the credit of the Company from time to time isons determine and to grant security to the Bank over any of
ASSOCIATIONS	the property of the Company:	
STATE	Raymond Grace	President
4 TITLES		
		of any change in the directors or officers of the Company, or Bank receives such written notice, you may assume there has ove.
		A. Grace
WILL WAY	Nov 12 2004	gay nate
NAMONED /	1	Hele Man

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PAGE.14

Certificate
of Incorporation

Certificat de constitution

Canada Business Corporations Act Lei canadicus eser les sociétés par actions

NPAY INC.

384201-1

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the above-named corporation, the articles of incorporation of which are attached, was incorporated under the Canada Business Corporations Act.

Je certifie que la société susmentionnée, dont les statuts constitutifs sont joints, a été constituée en société en verts de la Loi canadienne sur les sociétés par actions.

- Isoh

December 6, 2000 / le 6 décembre 2000

Director - Directeur

Date of Incorporation - Date de constitution

Canadã

1345 . ASS 1/61.414-5 11 Mar. 8. 3Min miller

Corporation/Non-Profit Search Corporate Registration System

Date of Search:

2005/03/08

Time of Search:

04:29 PM

Search provided by:

ALBERTA SERVICE BUREAU INC.

Service Request Number.

7059136

Customer Reference Number: NS/RYAN

Corporate Access Number: 2111429383 NPAY INC. Legal Entity Name:

Legal Entity Status:

Active

Extra-Provincial Type:

Federal Corporation

Registration Date:

2004/12/15 YYYY/MM/DD

Date Of Formation in Home Jurisdiction: 2000/12/06 YYYY/MM/DD

Home Jurisdiction:

CANADA

Home Jurisdiction CAN:

384201-1

Primary Attorney:

Last Name	First Name	Middle Name
GRACE	RAY	

Attorney Address:

Firm Name Street	City	Province	Portal Code
9 HIGHVALE CRES	SHERWOOD PARK	ALBERTA	TBA 5J7

Head Office Address:

Street

9 HIGHVALE CRES

City:

SHERWOOD PARK

Province:

ALBERTA

Postal Code:

TBA 5J7

1373 / A38 1/88. 4_473._0

Directors:

Last Name:

GRACE

First Name:

RAYMOND

Middle Name:

StreevBox Number: 9 HIGHVALE CRES

City:

SHERWOOD PARK

Province:

ALBERTA

Postal Code:

T8A 5J7

Last Name:

GRACE

First Name

HELENE

Middle Name:

J.

Street/Box Number: 9 HIGHVALE CRES

SHERWOOD PARK

City: Province:

ALBERTA

Postal Code:

TBA 5J7

Other Information:

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2004/12/15	Register Extra-Provincial Profit / Non-Profit Corporation

This is to certify that, as of this date, the above information is an accurate reproduction of data contained within the official records of the Corporate Registry.



ORGANIZATIONAL RESOLUTIONS OF THE DIRECTORS OF

NPAY INC.

WHEREAS the Corporation has been duly incorporated on the 6th day of December, 2000 under the Canada Business Corporations Act; and

WHEREAS it is necessary and advisable to pass certain resolutions in respect of the organization of the Corporation in accordance with the Canada Business Corporations Act:

THEREFORE BE IT RESOLVED THAT:

1. BY-LAWS

- 1(a) By-Law No. 1, being a by-law relating generally to the transaction of the business and affairs of NPAY INC., is adopted as a by-law of the Corporation. It is resolved that the President and the Secretary of the Corporation are authorized to sign By-Law No. 1.
- 1(b) By-Law No. 2, being a by-law relating to financial matters, including the borrowing of money, the issuing of securities and the securing of liabilities by NPAY INC., is adopted as a by-law of the Corporation. It is resolved that the President and the Secretary of the Corporation are authorized to sign By-Law No. 2.

2. APPOINTMENT OF OFFICERS

The following persons be appointed to hold the office described opposite their respective names until such time as their successor is elected or appointed:

NAME

TILE

Ray Grace

President

Helene J. Grace

Secretary-Treasurer

3. REGISTERED OFFICE

The address of the registered office of NPAY INC. shall be 102, 206 - 11th Avenue S.E., Calgary. Alberta T2G 0X8 and all of the documents, notices and minutes required by law shall be kept at the said address.

4. SHARE CERTIFICATES

- 4(a) The form of share certificate for Voting Common Shares in the capital of the Corporation, initialled for identification and attached to these resolutions is approved and adopted.
- 4(b) The form of share certificate for Non-Voting Common Shares in the capital of the Corporation, initialled for identification and attached to these resolutions is approved and adopted.

NOV 23 2005 17:41 4168680673 PAGE.18

5. ISSUANCE OF SHARES

- 5(a) The consideration for the issuance of shares pursuant to these resolutions be and the same is fixed at \$1.00 per Common Share.
- 5(b) The subscriptions for shares in the capital of the Corporation anached to these resolutions for the following subscribers for the number and class of shares shown below are accepted. The Corporation having received the consideration for such shares, the said shares are hereby declared fully paid and non-assessable:

SUBSCRIBER	NUMBER AND CLASS OF SHA	RES CERT.
Ray Grace	75 :Class "A"	1.4
Helene I Com	75 Chart *A*	24

5(c) The names of the subscribers be entered in the Shareholders Register of the Corporation and share certificates be issued accordingly.

6. CORPORATE SEAL

The Corporation has not adopted a corporate seal,

7. SOLICITOR

The Solicitor for NPAY INC. be and the same is David K. Laidinw, 102, 206 - 11th Avenue S.E., Calgary, Alberta T2G 0X8.

8. ACCOUNTANTS

The accountant for NPAY INC. has not been appointed.

9. BANKING RESOLUTION

The bankers of the Corporation have not been appointed.

The foregoing resolutions are consented to in writing by the directors of the Corporation pursuant to the Canada Business Corporations Act, as evidenced by their signatures below, effective the 6th day of December, 2000.

Ray Grace	
Helene J. Grac	æ

Nov-23-05 07:37pm

RESOLUTIONS IN WRITING OF THE SHAREHOLDERS OF

NPAY INC.

1. CONFIRMATION OF BY-LAWS

- BE IT RESOLVED that By-Law No. 1, being a by-law relating generally to the transaction of the business and affairs of the Corporation, is hereby confirmed without variation.
- BE IT RESOLVED that By-Law No. 2, being a by-law relating to the financial matters, including the borrowing of money, the issuing of securities and the securing of liabilities of the Corporation, is hereby confirmed without variation.

2. APPOINTMENT OF DIRECTORS

BE IT RESOLVED that effective the 6th day of December, 2000, the following persons are elected as directors of the Corporation to hold office until the first annual meeting of the Shareholders of the Corporation or until their successors are appointed:

> Ray Grace Helene J. Grace

3. WAIVER OF AUDIT

BE IT RESOLVED that the appointment of auditors and the holding of an audit for the forthcoming fiscal year is hereby waived.

The foregoing resolutions are hereby consented to by all of the shareholders entitled to vote at a meeting of shareholders of NPAY INC., pursuant to the Camada Business Corporations Act, as evidenced by their signatures below, effective the 6th day of December, 2000.

NOU 23 2005 17:41 4168680673 PAGE.20

NPAY INC. SHAREHOLDER REGISTER

Name	Address	Date entered as a Shareholder	Date ceased as a Shareholder	Number and Class of Shares Issued
Ray Grace	9 Highwale Crescent Sherwood Park, Alberta T&A 517	12/06/1000		75 "A" Varing
Helene J. Grace	9 Highvale Crescent Sherwood Park, Alberta T&A 5J7	12/06/1000		25 "A" Voting
		÷	;	
		·	•	·
			.•	·
	-		.· •-	
,				
•				

Nov-23-05 07:37pm From-MC TET SERVICES 416 868 0673 T-

. · Money Master for business - Confirmation

IntraLink

P.022/082 F-447

Money Master for business - Confirmation

Business Name:

*NPAY INC.

Account #

90969 00114 28

Additional Services

Open Money Master for business

Open Business Account

Done

(vinO eaU Ismethi) Rusiness Account - Branch Cartification

Date: 20047175

Business Legal Name: NPAY INC.

ZA gnibarī

GO-ES-VON

Nature of Business: Internet Bill Payment Company

82)	1100 69606	Account Number	ily activity for the account?	When is the currentplanned month	(Z
	25.000	Average Deposit Amount	000,00F2	Average Account Balance	
	OS.	Cheques Deposited	0\$	Cash Deposited	
	σ	No. of Cheques Deposited	YM	Other Deposits eg. Merchani	
	AW	Vernani to mano9 selez remo fetMenorigaleT	AW	No. of Cheques Written	

Account Manager/Manager Certificate:

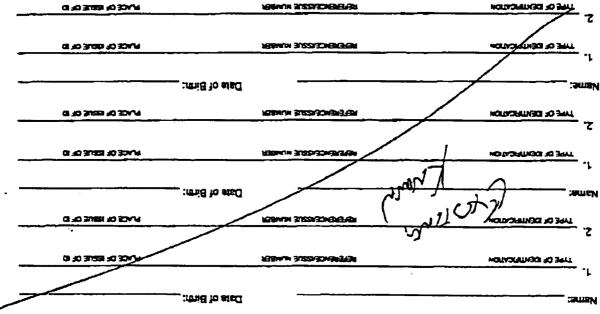
Operating documentation (a) some or purished statements are purished of property of the presence of the presen

remed account holder(s), the Third Perty Determination form has been completed. Laundaring) and Terrorist Financing Act. If the account is being used to conduct pusitesco on behalf of someone coher bush the The identification of the signing officers has been verified in accordance with regulations under the Proceeds of Crime (Money

file. Complete in all respects and apply to the new account. The identity and business society of the customer are known or have been investigated and verified. Operating documents are an

CRI from CIS profile) to support the approval. Other existing account number(s), If customer has been approved for a Business Account without a credit bureau report, documentation is on file (i.e. screen print of

Photocopy of ID is not on file. The original ID reviewed is recorded below.



enternation forms and personal Relationship Manager Code: NA



Business Account - Service Request

In this service request, we, our and we and the Benk mean Scotiabank. The Bank of Nova Scotia: you and your mean the owner, officer or inner providing personal and business information to Scotiabank, and business customer means the business entity applying for banking services. Agreement means this Service Request and the Business Banking Services Agreement.

Transit: 90969 Branch: SHERWOOD PARK ALBS	RIA	Date: November 15, 2004
Information About the Business Customer		Business Established: 12/2000
Business Legal Name: NPAY INC.		
Trading As:		
Address: 9 HIGHVALE CR SHERWOOD PARK, Alberte TBA 5J7 Canada		
Phone: (780) 716-2597 No. of	Owners/Partners: 1	Annual Sales/Revenue:
Account Type / Account Package		
Name of Account/Service		Account Na.*
Money Master for business TM		90969 00114 28
"We will debit this a	account for fees based o	on Published Prices
Name of ScotisCard Officer:		
Electronic Banking <i>for business^{na} (Standalone</i> Se Monthly lee waived with Money Master <i>for business</i> ?**	rvice)	. *
Service & Account Features		
Electronic Banking access		
Online statement reporting only. A translation history of the	e current and previous n	norm will be provided through Scotia OnLine
Passbook and statement reporting is not available		
Overdraft Protection is not available		
Cheques are not available		
We may require you to give us up to 10 days notice befor	e you make a withdrawr	al
	•	•
YOUR SIGNATURE		
By signing this Service Request, in your capacity as an authorized customer in this Service Request and any other information provided customer:		
acknowledges receipt of and agrees to be bound by the sections of the Business Banking Services Agreement, inclu		s us to issue: ScotiaCard(s) as requested by the ScotiaCard Office house:
and conditions relating to the discressing of information in the se	wann sistemi	that this Service Request and all talated documents be drawn up
About The Business Customet; confirms receipt of the Business Accounts - Your Guide to Fees a Schedules booklet:	the English	sh language. Le client exige que cette Demande tradhésion et la its y afférents scient récigés en anglais.
authorizes us to provide the business customer with the services	which the	_
business customer has selected as indicated above;		
(h. c. [1].		11 15/201
MYN (YAKE) MESKOS		No 15/201
Print Name and Title / Signe	ing and the second	Cooler
Print Name and Title Signal		D ₂
		<u> </u>
TITE Name and Title Signs		Com
1 - GISTOME	ROPY 2-BRANCH	COPY Windowski of The Bank of Pice Scots.



SCOTIACARD** BANKING ACCESS ENROLMENT/MAINTENANCE

Branch Name SHERWOOD PARK, ALBERTA Branch Transit No.

Infor	mation	Ahn	urf '	Vai
	шамын			

Customer Name N/A	
Business Name "NPAY INC.	
I.D.	LD.

ScotiaCard set-up/maintenance as requested by you today

SCOTIACARD # 453 6056 774 494 204	New Card Y	Existing Card N	
Card Access Business	CashBack \$0.00	Authorized by:	
Replacement Card #	Reason		
Date Lost/Stolen	PIN (Personal Identifi	PIN (Personal Identification Number) Selected	

To use Scotiabank's Telephone Banking Service, please calt 1-800-267-1234

To obtain your Internet Banking password, please visit www.scotlabank.com or call 1-800-45COTIA (1-800-472-6842).

Access Profile

Type of Account	Account Number	ABB/ABM	FastCash	TeleScotia=	Scotia Online*
Business Account	909690007412	Chequing	Y	01	Υ '
Money Master for business	909690011428	Savings		02	Υ ;

Bill Payment Company Details

Dill Fayment Company Details			
Company Name	Billing Account Number	Bill Code	

By completing and signing this application, you request the services listed and confirm that the information you have given is true and complete. You request that all documents relating to the application be drawn up in english.

Les parties conviennent et exigent expressement que ce contrat et tous les

Les parries conviennent et exigent expressement que ce contrat et tous les documents qui s'y rapportent soient redigés en anglais.

You acknowledge receipt of the ScotiaCard Cardholder Agreement and, where applicable the Day-to-Day Banking Companion Booklet including the Scotiabank Group Privacy Agreement and Telephone/Fax Banking Agreement, or the Business Banking Services Agreement and agree to be bound by these agreements. You also agree to pay services charges where applicable for the services you applied for.

TNPAY INC.

Prepared By:

Customer Signature:

Particulars Verifiet

Date:

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PAGE.25

BEFORE YOU COMPLETE T SIGNED BY THE CUSTOME	•	NSURE THAT TWO COPIES OF	THE APPLICATION ARE
PARENT/GUARDIAN IDENTI	IFICATION	PARENT/GUARDIAN	N CARD NO.
		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	
PARENT/GUARDIAN ADDRE	ESS (if different from applicant)		
AGREEMENT OF PARENTIG	JUARDIAN (CHILDREN UNDE	R 16) FOR ScotiaCard*/Carte S	Scotia= BANKING CARD
Re: The Application of:		signed on:	
re. The Application of.	APPLICANTS NAME		DAYIMONTHYEAR
	of		guardian of the applicant.
NAME OF PARENT/GUARDIAN	ADDRESS	am the parentingal	danamen ni nie shhiceire
	•	÷	
bound by the terms of the S received and read) and to indi issuance of such Card to the A	ScotiaCard/Carte Scotia Cardt ermity the Bank from any clai Applicant. The applicant the applicant of the ap	of his/her Application under 16 y holder Agreement ("Agreement" ms, losses or costs incurred by a of majority (as defined by ap)) (a copy of which I have the Bank resulting from the
Witness		Parent/Guardian	
•			
Transaction Limits			
	limits, dollar or otherwise, from to you, Cumulative limits in effe	n time to time, on the various tra ect as of February 2001 are:	insactions which may be
ABM/ABB withdrawal/c: S1,000.00 per da and/or Classic &		ur deposit, line of credit, ScotiaL	ine VISA, ScotiaGold
- \$1,000.00 cash a accounts; plus	idvance per day/\$3,000.00 per	r week using your Classic and S	consbank Value VISA
	advance per day/\$5,000.00 per	r week using your ScotiaGold VI	Ch name and Coakint loo
- Direct Payment debit lin			2V SCCORE BUG 2CORSTILE
			SA SCOOLS AND SCORAFILE
 ADMI GEDOSII 	nits ıy/\$17,500.00 per week		SA SCOOLS SUG SCHALLING
ABM deposit S99,999.00 per tr	ransaction.	LTM and and find the	SA SCOOLS SUG SCHAFFIRE
 \$99,999.00 per tr 	ny/\$17,500.00 per week ransaction. elephone Banking transfer and	bill payment limits	SA SCOUR SING SCHALLING

- \$49,333.00
- . \$49,999.00 per day

Business Account - Branch Certification (Internal Use Only)

Date: 2004/11/15

Business Legal Name: NPAY INC. Trading As:

1) Nature of Business: Insumet Bill Payment Company

2) What is the current/planned monthly activity for the account?		Account Number	90969 00178 25	
	Average Account Balanca	\$100.000	Average Deposit Amount	\$5,000
	Cash Deposited	50	Cheques Deposited	\$0
	Other Deposits eg. Merchant	N/A	No. of Cheques Deposited	o
	No. of Chaques Written	N/A	. Percent of Internal/ Telephone/Mail Order Sales	NA

3) Account Manager/Manager Cértificate

Operating documentation taken supports the business structure and owner(s) relationship to the business.

The identification of the signing officers has been verified in accordance with regulations under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act. If the account is being used to conduct business on behalf of someone other than the named account holder(s), the Third Parry Determination form has been completed.

The identity and business activity of the customer are known or have been investigated and verified. Operating documents are on file, complete in all respects and apply to the new account.

4)	If customer has been approved for a Business Acc	count without a credit bureau report.	documentation is on file (i.e. screen print of
	CRI from CIS profile) to support the approval. Other	er existing account number(s)	<u></u>
5)	Photocopy of ID on file.		
	Photocopy of ID is not on file. The original	ID reviewed is recorded below.	-
			/ / .
	Name:	Dale	of Birth:
	1.		
	TYPE OF EIGHTPICATION	RETERENCESSIE HUNGEN	PLEE OF ESSUE OF O
	,		
	THE OF DESIGNATION	NET UND CONTENT NAMED	NOZ OF TISSE OF D
	Name / STIME	,	
	Name	Dele	of Birth:
	1. Et Varon		
	TYPE OF IDENTIFICATION	REFERENCESSUE NUMBER	RACE OF BISLE OF ID
	2		
	TYPE OF IDENTIFICATION	REFERENCE ISSUE NUMBER	PLACE OF ISSUE OF ID
	Name:	Date	of Birth:
	Name:		DI DUNG
	1		
	TYPE OF BEHTPROATION	REPERENCEASSILE NUMBER	PLACE OF BRILLE OF D
	2		
	TYPE OF DESITE CATION	REPENDICESSIVE HUNGER	PLACE OF ISSUE OF ID
Detta	INC. TRACTO		
$\mu_{\mathbf{v}}$	15/64	Relationship Mar	nager Code: NA
TO SECOND		12	3 3 3
A200	pof6[[]]		() ()



Business Account - Service Request

In this service request, we, our and us and the Beak mean Scotiabank. The Bank of Nova Scotia; you and your mean the owner, officer or partner providing personal and business information to Scotiabank, and business customer means the business entity applying for banking services. Agreement means this Service Request and the Business Banking Services Agreement.

Transic 90969 Branch: SHERWOOD PARK, ALBERTA			Date: November 15, 2004			
Information Abo	ut the Business Customer	Business Established: 12/2000				
Business Legal Nar	Business Legal Name: NPAY INC.					
Trading As:	rading As:					
Address: 9 HIGHV/ SHERWOOD PARI	Adoress: 9 HIGHVALE CR SHERWOOD PARK, Alberta TBA 5.17 Canada					
Phone: (780) 716-25	597	No. of Owners/Parmers: 1	Annual Sales/Revenue:			
Account Type / A	Account Package					
	Name of Account/Servi		Account No.*			
Money Master for business™ "			90969-00178-25			
	"We will de	bil this account for fees based (on Published Prices			
Name of Scotlad	Name of ScotlaCard Officer.					

Electronic Banking for business** (Standalone Service)
Monthly fee waived with Money Master for business**

Service & Account Features

- · Electronic Banking access
- Online statement reporting only. A translation history of the current and previous month will be provided through Scotia OnLine."
- · Passbook and statement reporting is not available
- Overdraft Protection is not available
- · Cheques are not available
- We may require you to give us up to 10 days notice before you make a withdrawal

YOUR SIGNATURE:

By signing this Service Request, in your capacity as an authorized signing officer of the business customer, you certify that the information about the business customer in this Service Request and any other information provided now and in the future is accurate and complete. By signing this Service Request, this business customer:

- activowedges receipt of and agrees to be bound by the applicable sections of the Business Banking Services Agreement, including terms and condomns releng to the discussion of information in the section blood About The Business Customer;
- confirms recept of the Eucinesis Accounts Your Guide to Fees and Inventor Schedules booking
- authorizes us to issue Scote-Card(s) as requested by the Scotie-Card Officer named above;
- requesis that this Service Request and all retained documents be drawn up to the English tanguage, Le client exige que cette Demande d'achiesion et les occuments y affirence, sownt récipés en angleis.

- authorizes us so provide the business customer business customer has selected as indicated at AY CRACL (MED actor)		No. 15/04
Print Negrota and Title	Some	Diffe
Physi Name and Title	Sgrature	Date
E oracia (1grai)	1-CUSTOMER COPY 2-BRANCH COPY	"Tracement the Revolt New States

Business Account - Branch Certification (Internal Use Only)

Date: 2004/11/15

Business Legal Name; NPAY INC. Trading As:

1) Nature of Business: Internet Bill Payment Company

2) What is the current/planned monthly activity for the account?			Account Number 90969 00	
	Average Account Balance	\$100,000	-Average Deposit Amount	\$5,000
	Cash Deposited	50	Cheques Deposited	\$0
	Other Deposits eg. Merchant	N/A	No. of Cheques Deposited	æ
	No. of Cheques Written	N/A	Partient of knormet	NA
			Telephone/Mail Order Sales	

3) Account Manager/Manager Cértificate

Operating documentation taken supports the business structure and owner(s) relationship to the business.

The identification of the signing officers has been verified in accordance with regulations under the Proceeds of Crime (Money Laundening) and Terrorist Financing Act. If the account is being used to conduct business on behalf of someone other than the named account holder(s), the Third Party Determination form has been completed.

The identity and business activity of the customer are known or have been investigated and verified. Operating documents are on , file, complete in all respects and apply to the new account.

4)	If customer has been approved for a Busine CRI from CIS profile) to support the approve		ocumentation is on file (i.e. screen print of
5)	Photocopy of ID on file. Photocopy of ID is not on file. The ori	iginal ID reviewed to recorded below.	<i>y</i>
	Name:	Date of	Birth:
	1. THE OF DEATHFICATION	REFERENCEASSLE NUMBER	DOG OF OLD D
	Name: LANGE OF DESIGNATION	REFERENCEISSUE WARREN	PLACE OF BESLE OF D
/	Names V SO		Birth:
•	TWE OF DESTINATION 2	PETENSIACEISSLE NUMBER	PLACE OF ISSUE OF D
	TYPE OF DENTIFICATION	REFERENCE/SELE NUMBER	PLACE OF MISUE OF ID
	Name:	One of	Birn:
	TYPE OF DENTIFICATION	REFERENCEISSLE NUMBER	RACE OF MORE OF D
	TYPE OF CONTINUENT	REPORTER NAMES	PLACE OF ASSUE OF ID
	13764	Relationship Mana	ger Code: NIA
10	~ <u></u>	Authorizen orangi	sgriature

Business Account - Service Request

It it is service request, we, our and us and the Bank mean Scottabank. The Bank of Nova Scotta; you and your mean the owner, officer or partner providing personal and business information to Scotlabank, and business customer means the business entity applying for banking services. Agreement means this Service Request and the Business Banking Services Agreement.

Transic 90969	Branch: SHERWOOD PARK	LEERTA	Date: November 15, 2004
Information About	the Business Customer	-	Business Established: 12/2000
Business Legal Name:	NPAY INC.		
Trading As:			
Address: 9 HIGHVALE SHERWOOD PARK, J	CR Niberts TBA 5.17 Canada		
Phone: (780) 715-2597		io. of Owners/Parmers: 1	Annual Spies/Revenue:
Account Type / Acc	ount Package		
	Name of Account/Service	•	Account No.*
Money Master for bus	ness ^{ta}		90969 00178 25
	We will debit t	this account for fees based o	m Published Prices
Name of ScotiaCar	d Officier:		
	orting only. A translation history on nent reporting is not available is not available	of the current and previous r	nonth will be provided through Scotia OnLine *
We may require you	to give us up to 10 days notice t	refore you make a withdrawa	d .
OUR SIGNATURE:			
			ness customer, you certify that the extermation labout the busine curate and complete. By argning this Service Request, the busine
sections of the Busine	of and agrees to be bound by as Banking Services Agreement,	including tenne as asset at	s us to issue ScaleCard(s) as requested by the ScolinCard Officers;
and conditions relating t About The Busmens Cos	o the disclosure of whomesion in ti tomer:	- Mannerg.	that this Service Request and all related documents be drewn to th language, Le client exige que cette Derrunde studhésion et
CONTERNS receipt of the B	usiness Accounts - Your Guide to Fe	and interest document	rs y afférents scient rédigée en anglair.

authorizes us to provide the business customer with the sordine which the

Part Name and Title

Print Name and This

E 01500 (1003)

1-CUSTOMER COPY 2-BRANCH COPY



SCOTIACARD= BANKING ACCESS ENROLMENT/MAINTENANCE

Branch Name		Branch Transit No.
SHERWOOD PARK, ALBERTA		90969
Information About You		
Customer Name N/A	X	
Business Name *NPAY INC.		
LD.	LD.	
ScotiaCard set-up/maintenance as requisconace # 453 6056 774 494 402	ested by you today	Existing Card N
		· · · · · · · · · · · · · · · · · · ·
Card Access Business	CashBack \$0.00	Authorized by:
Replacement Card #	Réason	
Date Lost/Stolen	PIN (Persopal Identific	ation Number) Selected
To use Scotiabank's Telephone Banking Service,	please calt: 1-800-257-1234	

Access Profile

Type of Account	Account Number	ABB/ABM	FastCash	TeleScotia**	Scotia Online
Business Account	909690007412	Other	Y	09	Y
Business Account -	909690007919	Chequing		D1	Y
Business Account	909690008117	Other		02	Y
Money Master for business	: 909690004383	Other		03	Y
Money Master for business	909690008885	Other		04	Y
Money Master for business	909690011428	Other		05	Y
Money Master for business	909690014222	Other		90	., Y
Money Master for business	909690016985	Other		07	Y
Money Master for business	909590017825	Other		08	Y

To obtain your Internet Banking password, please visit www.scotiabank.com or call 1-800-45COTIA (1-800-472-5842)

Bill Payment Company Details

Company Name	Billing Account Number	Bill Code	

By completing and signing this application, you request the services listed and confirm that the information you have given is true and complete. You request that all documents relating to the application be drawn up in english.

Les parties conviennent et exident

Les parties conviennent et exigent expressément que ce contrat et tous les documents qui s'y rapportent soient redigés en anglais.

You acknowledge receipt of the ScotiaCard Cardholder Agreement and, where applicable the Day-to-Day Banking Companion Booklet including the Scotiabank Group Privacy Agreement and Telephone/Fax Banking Agreement, or the Business Banking Services Agreement and agree to be bound by these agreements. You also agree to pay services charges where applicable for the services you applied for.

44 MEMONA 41-18-55 AM

N/A

*NPAY INC.

Prepared By:

Customer Signature:

Particulars Verifical

Date:

SIGNED BY THE CUSTOMER(S).	
PARENT/GUARDIAN IDENTIFICATION	PARENT/GUARDIAN CARD NO.
PARENT/GUARDIAN ADDRESS (if different from applicant)	
PAREN I/GUARDIAN ADDRESS (II dilikatetit itotit appitality	
AGREEMENT OF PARENT/GUARDIAN (CHILDREN UNDER 16)	FOR ScotiaCard™/Carte Scotia™ BANKING CARD
Re: The Application of:	signed on:
APPLICANTS NAME	DAYMONTHYEAR
of	am the parent/legal guardian of the applicant.
NAME OF PARENT/GUARDIAN ADDRESS	
bound by the terms of the ScotiaCard/Carte Scotia Cardholder received and read) and to indemnify the Bank from any claims, lossuance of such Card to the Applicant. I agree to be so bound until the applicant reaches the age of makes the ratifies the Agreement by using the Card.	sses or costs incurred by the Bank resulting from the
Witness Paren	VGuardian
-	
Transaction Limits	
We may establish and change limits, dollar or otherwise, from time	
We may establish and change limits, dollar or otherwise, from time	
We may establish and change limits, dollar or otherwise, from time available, without prior notice to you. Cumulative limits in effect as ABM/ABB withdrawal/cash advance limits S1.000.00 per day/\$3.000.00 per week from your dep	of February 2001 are: posit, line of credit, ScotiaLine VISA, ScotiaGold
We may establish and change limits, dollar or otherwise, from time available, without prior notice to you. Cumulative limits in effect as ABM/ABB withdrawal/cash advance limits S1.000.00 per day/53.000.00 per week from your depand/or Classic & Scotiabank Value VISA accounts: pi	of February 2001 are: oosit, line of credit, ScotiaLine VISA, ScotiaGold
We may establish and change limits, dollar or otherwise, from time available, without prior notice to you. Cumulative limits in effect as - ABM/ABB withdrawal/cash advance limits - \$1,000.00 per day/\$3,000.00 per week from your depand/or Classic & Scotiabank Value VISA accounts; pius - \$1,000.00 cash advance per day/\$3,000.00 per week accounts; plus	of February 2001 are: posit, line of credit, ScotiaLine VISA, ScotiaGold lus t using your Classic and Scotiabank Value VISA
We may establish and change limits, dollar or otherwise, from time available, without prior notice to you. Cumulative limits in effect as - ABM/ABB withdrawal/cash advance limits - \$1,000.00 per day/\$3,000.00 per week from your depand/or Classic & Scotiabank Value VISA accounts; plus - \$1,000.00 cash advance per day/\$3,000.00 per week accounts; plus - \$2,000.00 cash advance per day/\$5,000.00 per week VISA account	of February 2001 are: posit, line of credit, ScotiaLine VISA, ScotiaGold lus t using your Classic and Scotiabank Value VISA t using your ScotiaGold VISA account and ScotiaLine
We may establish and change limits, dollar or otherwise, from time available, without prior notice to you. Cumulative limits in effect as - ABM/ABB withdrawal/cash advance limits - \$1,000.00 per day/\$3,000.00 per week from your depand/or Classic & Scotiabank Value VISA accounts; plus - \$1,000.00 cash advance per day/\$3,000.00 per week accounts; plus - \$2,000.00 cash advance per day/\$5,000.00 per week VISA account - Direct Payment debit limits	of February 2001 are: posit, line of credit, ScotiaLine VISA, ScotiaGold lus t using your Classic and Scotiabank Value VISA t using your ScotiaGold VISA account and ScotiaLine
We may establish and change limits, dollar or otherwise, from time available, without prior notice to you. Cumulative limits in effect as - ABM/ABB withdrawal/cash advance limits - \$1.000.00 per day/\$3,000.00 per week from your depand/or Classic & Scottabank Value VISA accounts; plus - \$1,000.00 cash advance per day/\$3,000.00 per week accounts; plus - \$2,000.00 cash advance per day/\$5,000.00 per week VISA account - Direct Payment debit limits - \$2,500.00 per day/\$17,500.00 per week - ABM deposit	of February 2001 are: posit, line of credit, ScotiaLine VISA, ScotiaGold lus t using your Classic and Scotiabank Value VISA t using your ScotiaGold VISA account and ScotiaLine
We may establish and change limits, dollar or otherwise, from time available, without prior notice to you. Cumulative limits in effect as - ABM/ABB withdrawal/cash advance limits - \$1,000.00 per day/\$3,000.00 per week from your depand/or Classic & Scotiabank Value VISA accounts; plus - \$1,000.00 cash advance per day/\$3,000.00 per week accounts; plus - \$2,000.00 cash advance per day/\$5,000.00 per week VISA account - Direct Payment debit limits - \$2,500.00 per day/\$17,500.00 per week - ABM deposit - \$99,999.00 per transaction.	of February 2001 are: posit, line of credit, ScotiaLine VISA, ScotiaGold lus susing your Classic and Scotiabank Value VISA susing your ScotiaGold VISA account and ScotiaLine
 \$1.000.00 per day/\$3,000.00 per week from your dep and/or Classic & Scotiabank Value VISA accounts: pies \$1,000.00 cash advance per day/\$3,000.00 per week accounts; plus \$2,000.00 cash advance per day/\$5,000.00 per week VISA account Direct Payment debit limits \$2,500.00 per day/\$17,500.00 per week ABM deposit \$99,999.00 per transaction. Internet Banking and Telephone Banking transfer and bill pass \$49,999.00 per transaction. 	of February 2001 are: posit, line of credit, ScotiaLine VISA, ScotiaGold lus susing your Classic and Scotiabank Value VISA susing your ScotiaGold VISA account and ScotiaLine
We may establish and change limits, dollar or otherwise, from time available, without prior notice to you. Cumulative limits in effect as - ABM/ABB withdrawal/cash advance limits - \$1.000.00 per day/\$3,000.00 per week from your depand/or Classic & Scotiabank Value VISA accounts; piles - \$1,000.00 cash advance per day/\$3,000.00 per week accounts; piles - \$2,000.00 cash advance per day/\$5,000.00 per week VISA account - Direct Payment debit limits - \$2,500.00 per day/\$17,500.00 per week - ABM deposit - \$99,999.00 per transaction. - Internet Banking and Telephone Banking transfer and bill pa	of February 2001 are: posit, line of credit, ScotiaLine VISA, ScotiaGold lus susing your Classic and Scotiabank Value VISA susing your ScotiaGold VISA account and ScotiaLine

NOV 23 2005 17:43

Trademarks of The Bank of Nova Scotia.

Marque de commerce de La Banque de Nouvelle-Ecosse.

IntraLink

Money Master for business - Confirmation

Business Name:

"NPAY INC.

Account #

90969 00043 83

Additional Services

Open Money Master for business

Open Business Account

Done

Business Account - Branch Certification (Internal Use Only)

Date: 2004/11/15

Business Legal Name: NPAY INC. Trading As:

1) Nature of Business: Internet Bill payment Company

2)	What is the current/planned monthly activity for the account?		Account Number	90969 00043 83	
	Average Account Balance	5100.000	Average Deposit Amount	\$5,000	
	Cash Deposited	\$0	Cheques Deposited	\$0	
	Other Deposits eg. Merchant	N/A	No. of Cheques Deposited	0	
	No. of Cheques Written	NA	Percent of Internet!	N/A	
			Telephone/Mail Order Sales		

3) Account Manager/Manager Certificate

Operating documentation taken supports the business structure and owner(s) regalonship to the business.

The identification of the signing officers has been verified in accordance with regulations under the Proceeds of Crime (Money Laundering) and Terronst Financing Act. If the account is being used to conduct business on behalf of someone other than the named account holder(s), the Third Pany Determination form has been completed.

The identity and business activity of the sustomer are known or have been investigated and verified. Operating documents are on file, complete in all respects and apply to the new account.

6)	If customer has been approved for a Business Acc CRI from CIS profile) to support the approval. Other		au report, documentation is on file (i.e. screen print r(s)	al _`
5)	Photocopy of ID on file.			
	Photocopy of ID is not on file. The original	ID reviewed is recorded	below/	
	Name:		Detre of Birth:	
	1. Type of IDE/MPICATION		7	
	TYPE OF IDEMPICATION	MCPTINENCERSSUE ALLARIER	PLACE OF BSUE OF 16	_
	THE OF DESIGNATION	PETERENCE/SSUE HAMBER	PLACE OF SISSE OF B	
/	Name: Name:		Date of Birth:	ga.
	TYPE OF DISTIPLICATION	REFERENCE ISSUE NUMBER	place of rise of d	~
	TYPE OF EIGHT FORTION	PETERENCE/ISSUE NUMBER	PLACE OF ISSUE OF ID	
	Name;		Date of Birth:	
	1			
	TYPE OF DESTIFICATION	REFERENCE/SSIE MANDER	PLACE OF SINE OF E	-
	- <u>F</u>			_
	TYPE OF IDENTIFICATION	METEROCEASSUE HAMBER	PLACE OF TESTLE OF ID	
	Marie III	Belations	ship Manager Code: N/A	-
PEC,			2 Dun	50
ALE!	<u>6∞/</u> }	Authorize	d Branch Signature	



Business Account - Service Request

In this service request, we, our and us and the Bank mean Scotiabank. The Bank of Nova Scotia: you and your mean the owner, officer or ner providing personal and business information to Scotiabank, and business customer means the business entity applying for banking services. Agreement means this Service Request and the Business Banking Services Agreement.

	RK ALBERTA	Date: November 15, 2004
Information About the Business Customer	,	Business Established: 12/2000
Business Legal Name: NPAY INC.		
Trading As:		
Address: 9 HIGHVALE CR SHERWOOD PARK, Alberta T&A 5.17 Canada		
Phone: (780) 716-2597	No. of Owners/Partners:0	Annual Sales/Ravenue:
Account Type / Account Package		·
Name of Account/Sen	rice	Account No."
Money Master for business***		90969 00088 85
'We will o	ebit this account for fees based o	n Published Prices
Name of ScotisCard Officer:		
Electronic Banking for business TM (Standal Monthly fee waived with Money Master for busines Service & Account Features	•	
lectronic Banking access		
Online statement reporting only. A translation his	tory of the current and previous r	north will be provided through Scotta OnLine
Passbook and statement reporting is not available	le	
Overtraft Protection is not available		
Cheques are not available		
We may require you to give us up to 10 days not	ice before you make a withdraw	at •-
OUR SIGNATURE:		
issomer in this Service Request and any other information	n provided now and in the future is as	murate and complete, By signing this Service Request, the b
ustomer in this Service Request and any other information ustomer: acknowledges receipt of and agrees to be bound sections of the Business Benting Services Agreen	n provided now and in the future is as if by the applicable authorize ment, including sems named a	curate and complete. By signing this Service Request, the b is us to issue ScotisCard(s) as requested by the ScotisCard bove;
ustomer in this Service Request and any other information ustomer; acknowledges receipt of and agrees to be bound sections of the Business Bentong Services Agreen and conditions relating to the disclosure of information	n provided flow and in the future is ac if by the applicable authorize neral including terms in a the section sted and access the English	murate and complete. By signing this Service Request, the bus to issue ScotisCard(s) as requested by the ScotisCard bove; that this Service Request and all related documents be gravish language. Le client exige que cape Demande d'adhieso
ustomer in this Service Request and any other information ustomer; acknowledges receipt of and agrees to be bound sections of the Business Bentang Services Agreen and conditions relating to the disclosure of information About The Business Customer; confirms receipt of the Business Accounts - Your Guide	n provided flow and in the future is ac if by the applicable authorize neral including terms in a the section sted and access the English	curate and complete. By signing this Service Request, the bits to issue ScotiaCard(s) as requested by the ScotiaCard bove; that this Service Request and all related documents be draw
ustomer in this Service Request and any other information ustomer; acknowledges receipt of and agrees to be bound sections of the Business Bentong Services Agreen and conditions relating to the disclosure of information About The Business Customer;	in provided flow and in the future is activities and in the authorize named a name activities the activities and inserts the activities and inserts the activities and inserts	murate and complete. By signing this Service Request, the bus to issue ScotisCard(s) as requested by the ScotisCard bove; that this Service Request and all related documents be gravish language. Le client exige que cape Demande d'adhieso
ustomer in this Service Request and any other information ustomer; acknowledges receipt of and agrees to be bound sections of the Business Benting Services Agreem and conditions relating to the disclosure of information About The Business Customer; confirms receipt of the Business Accounts - Your Guide Schedules booklet; authorizes us to provide the business customer with the	in provided flow and in the future is activities and in the authorize named a name action titled in Fees and Inserest documents.	murate and complete. By signing this Service Request, the bus to issue ScotisCard(s) as requested by the ScotisCard bove; that this Service Request and all related documents be gravish language. Le client exige que cape Demande d'adhieso
ustomer; acknowledges receipt of and agrees to be bound sections of the Business Benting Services Agreen and conditions relating to the disclosure of information About The Business Customer; confirms receipt of the Business Accounts - Your Guide Schedules bootdet; authorizes us to provide the business customer with the disclosure customer has selected as indicated shows;	in provided flow and in the future is activities and in the authorize named a name action titled in Fees and Inserest documents.	murate and complete. By signing this Service Request, the bus to issue ScotisCard(s) as requested by the ScotisCard bove; that this Service Request and all related documents be gravish language. Le client exige que cape Demande d'adhieso
ustomer in this Service Request and any other information ustomer; actinowledges receipt of and agrees to be bound sections of the Business Bentong Services Agreement conditions relating to the disclosure of information About The Business Customer; confirms receipt of the Business Accounts - Your Guide Schedules booklet; authorizes us to provide the business customer with the obstiness customer has selected as indicated above; ACCOUNTS - Vol. 1888	in provided now and in the future is activities and in the authorize named a named and in the authorize named a named and in the authorize that including terms in the authorize that including terms in the authorize that including the authorize that	murate and complete. By signing this Service Request, the bus to issue ScotisCard(s) as requested by the ScotisCard bove; that this Service Request and all related documents be gravish language. Le client exige que cape Demande d'adhieso
ustomer in this Service Request and any other information ustomer; actionswiedges receipt of and agrees to be bound sections of the Business Bentong Services Agreed and conditions relating to the disclosure of information About The Business Customer; confirms receipt of the Business Accounts - Your Guide Schedules booklet; authorizes us to provide the business customer with the otioness customer has selected as indicated above;	in provided flow and in the future is activities a surfactive in authorize in authorize in a the success that is a Fees and Inserest document to services which the	curate and complete. By signing this Service Request, the base us to issue ScotisCard(s) as requested by the ScotisCard bove; that this Service Request and all related documents be graved to language. Le client exige que case Demande d'admissions y afférents soverit redigiés en angalis.

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SCOTIACARD= BANKING ACCESS ENROLMENT/MAINTENANCE

Branch Name SHERWOOD PARK, ALBERTA Branch Transit No. 90969

١	n	fo	П	nat	tion	A	bo	ut	Y	01	U

Customer Name	N/A
Business Name	THRAY INC.
LD.	ם.

ScotiaCard set-up/maintenance as requested by you today

SCOTIACARD # 453 6056 774 493 909	New Card Y	Existing Card N
Card Access Business	CashBack \$0.00	Authorized by:
Replacement Card #	Reason	
Date Lost/Stolen	PIN (Personal Identific	cation Number) Selected

To use Scotiabank's Telephone Banking Service, please calt 1-800-267-1234

To obtain your Internet Banking password, please visit www.scotiabank.com or call 1-800-4SCOTIA (1-800-472-6842).

Access Profile

Type of Account	Account Number	ABBIABM	FastCash	TeleScotia**	Scotia Online
lusiness Account	3 909690007412	Chequing	Y	01	Υ
Money Master for business	909690004383	Savings		02	Y

Bill Payment Company Details

	Company Name	Billing Account Number	Bill Code
- 3		:	
-			:
	·	!	i

By completing and signing this application, you request the services listed and confirm that the information you have given is true and complete. You request that all documents relating to the application be drawn up in english.

Les parties conviennent et exigent expressement que ce contrat et tous les documents qui s'y rapportent soient redigés en angleis.

You acknowledge receipt of the ScotiaCard Cardholder Agreement and, where applicable the Day-to-Day Banking Companion Booklet including the Scotiabank Group Privacy Agreement and Telephone/Fax Banking Agreement, or the Business Banking Services Agreement and agree to be bound by these agreements. You also agree to pay services charges where applicable for the services you applied for.

N/A TNPAY INC.

Prepared By

Customer Signature:

Particulars Verified

Date:

BEFORE YOU COMPLETE THE FO SIGNED BY THE CUSTOMER(S).	DLLOWING, PLEASE ENSU	IRE THAT TWO COPIES OF THE APPLICATION ARE
PARENT/GUARDIAN IDENTIFICAT	TON	PARENT/GUARDIAN CARD NO.
PARENT/GUARDIAN ADDRESS (if	different from applicant)	
AGREEMENT OF PARENT/GUARD	DIAN (CHILDREN UNDER 1	5) FOR ScotiaCard*/Carte Scotia BANKING CARD
Re: The Application of:		signed on:
	APPLICANTS NAME	DAYMONTHYEAR
of		am the parent/legal guardian of the applicant.
NAME OF PARENTIGUARDIAN	ADDRESS	
bound by the terms of the ScotiaC received and read) and to indemnify issuance of such Card to the Applica	ard/Carte Scotia Cardhold the Bank from any claims, nt. plicant reaches the age of	s/her Application under 15 years of age, I agree to be er Agreement ("Agreement") (a copy of which I have losses or costs incurred by the Bank resulting from the majority (as defined by applicable provincial law) and
Mitness	Pare	ent/Guardian
Transaction Limits	**************************************	
	Cumulative limits in effect a	ne to time, on the various transactions which may be sof February 2001 are:
 \$1,000.00 per day/\$3,00 and/or Classic & Scotial \$1,000.00 cash advance 	00.00 per week from your d bank Value VISA accounts;	sposit, line of credit. ScotiaLine VISA, ScotiaGold plus ek using your Classic and Scotiabank Value VISA
VISA account	e per day/\$5,000.00 per we	ek using your ScotiaGold VISA account and ScotiaLine
 Direct Payment debit limits \$2,500.00 per day/\$17,5 ABM deposit 	500.00 per week	

. \$49,999.00 per day

. ABM transfer limit

Trademarks of The Bank of Nova Scotia.

- Marque de commerce de La Banque de Nouvelle-Ecosse.



Business Account - Service Request

In this service request, we, our and as and the Bank mean Scotiabank, The Bank of Nova Scotia; you and your mean the owner, officer or parmer providing personal and business information to Scotiabank, and business customer means the business entity applying for banking services. Agreement means this Service Request and the Business Banking Services Agreement.

Transit: 90969	Branch: SHERWOOD PARK, A	LBERTA	Date: November 15, 2004
Information Abo	out the Business Customer		Business Established: 12/2000
Business Legal Na	me: NPAY INC.		
Trading As:			
Address: 9 HIGHV: SHERWOOD PAR	ALE CR K, Alberte T8A 5.17 Cenada		
Phone: (780) 715-2	597 N	o. of Owners/Parmers:0	Annual Sales/Revenue:
Account Type /	Account Package		
	Name of Account/Service		Account No.*
Money Master for	business**		90969 00088 85
	"We will debit t	his account for tees based o	on Published Prices
Name of Scotial	Card Officer:		

Electronic Banking for business** (Standalone Service)
Monthly fee waived with Money Master for business**

Service & Account Features

Electronic Banking access

- Online statement reporting only. A translation history of the current and previous month will be provided through Scotia OnLine
- · Passbook and statement reporting is not available
- . Overgraft Protection is not available
- Cheques are not available
- We may require you to give us up to 10 days notice before you make a windrawal

YOUR SIGNATURE:

By signing this Service Request, in your capacity as an authorized signing officer of the business customer, you cerely that the information about the business customer in this Service Request and any other information provided now and at the business accurate and complete. By signing this Service Request, the business customer:

- actions/edges receipt of and agrees to be bound by the applicable sections of the Business Banking Services Agreement, including lerms and conditions relating to the disclusions of information in the section total About The Business Customer;
- confirms receipt of the Business Accounts Your Guide to Feet and Interest Schedules booklet
- authorizes is to sevie ScotsCard(s) as requested by the ScotisCard Officer named above;
- requests that this Service Request and all related documents by drawn up for the English tanguage. Le client exige que cette Demande d'aditizion et los documents y afficients scient récigée en anglisis.

Dustness customer has selected as ind	Square //	Nou15/04
Print Name und Tito	Signature	Date
Provi Numer and Tible E trailing (1950)	1 - CUSTOMER COPY 2 - BRANCH COPY	Date Touteness of The Servi of Novel Storms.



SCOTIACARD™ BANKING ACCESS ENROLMENT/MAINTENANCE

Branch Name					Branch Transit No.
SHERWOOD PARK, ALBERT	ΓΔ)	90969
SUSTRICTO LYNN' YERRY		٠,	/· /	/	
Information About You					
Customer Name N/A					
Business Name "NPAY INC	•	/			
LD.		, LD.	//		
		7			
ScotiaCard set-up/main					
SCOTIACARD # 453 6056 7	/4 494 303	New Car		Existing	Card N
Card Access Business		CaskBa	k 50.00	/ Authoriz	ed by:
Replacement Card #		Reason		•	,
Date Lost/Stolen		PIN (Per	sonal Identifi	cation Number)	Selected
		~			
To use Scotiabank's Telephor	ie Banking Service, pleas	se calt 1-800-2	67-1Z34		
To the form the same of the sa					· · · · · · · · · · · · · · · · · · ·
To obtain your Internet Bankir	ig password, piease visit	www.scobabai	ak-com or call	1-800-45CO 11A	(1-800-472-0042).
Access Profile					
· Type of Account	Account Number	ABBIABM	FastCash	TeleScotia	Scotia Online**
Business Account	909690007412	Chequing	Y	01	Y
Money Master for business	: 909690008885	Savings	İ	05	Υ
Bill Payment Company I) ataile				
Company Name		Billing Accou	nt Number	į	Bill Code
				<u> </u>	
By completing and signing the you request the services listed					kler Agreement npanion Booklet
that the information you have				vacy Agreement	
and complete. You request to				t, or the Busines	
documents relating to the ap	plication be Service	es Agreement	and agree to	be bound by the	se agreements.
drawn up in english.				inges where app	acable for the
Les parties conviennent et et	rigent service	s you applied	for.		

N/A TNPAY INC.

redigés en anglais.

expressement que ce contrat et tous les documents qui s'y rapportent soient

Prepared By:

Customer Signature:

Particulars Verificat

ate: - //ov /5 25

44450004 11-00-50 AM

SIGNED BY THE CUSTOM			BARENTO LABOUAL	0450 NO
PARENT/GUARDIAN IDEN	IIFICATION		PARENT/GUARDIAN	CARD NO.
PARENT/GUARDIAN ADDR	ESS (if different	from applicant)		
- OPENENT OF PARENT	ICUADDIAL /CU	MINDEN LINDED 451		- CANKING CARD
AGREEMENT OF PARENT	iguardian (Ch	ILUKEN UNUER 16)	_	COURT BANKING CARD
Re: The Application of:			signed on:	
	•	APPLICANTS NAME		DAYMONTHYEAR
	of		am the parent/legal	guardian of the applicant.
NAME OF PARENT/GUARDIAN	1	ADDRESS	_ _	-
,				
hereby request The Bank of Applicant's name, to be use required) to access his/her Bank's Any Branch Banking Bank issuing a Card to the bound by the terms of the received and read) and to insuance of such Card to the agree to be so bound until he/she ratifies the Agreement	of Nova Scotia (to d by the Applica Scotiabank per service as outlin Applicant, who i ScotiaCard/Cart demnify the Ban Applicant	the "Bank") to issue a mt. (together with an sonal deposit accounted in the ScotiaCard is at the time of his/less Scotia Cardholder it from any claims, lo eaches the age of means to issue age of means and content in the second cardholder it from any claims, lo	electronic signature select nt(s) through Automated Carte Scotia Cardholder A ler Application under 16 y Agreement ("Agreement" sses or costs incurred by t	ed by the Applicant, where Banking Services and the greenment. In return for the ears of age, I agree to be (a copy of which I have the Bank resulting from the

We may establish and change limits, dollar or otherwise, from time to time, on the various transactions which may be available, without prior notice to you. Cumulative limits in effect as of February 2001 are:

- ABM/ABB withdrawal/cash advance limits
 - \$1,000.00 per day/\$3,000.00 per week from your deposit, line of credit, ScotiaLine VISA, ScotiaGold and/or Classic & Scotiabank Value VISA accounts; plus
 - \$1,000.00 cash advance per day/\$3,000.00 per week using your Classic and Scottabank Value VISA. accounts; plus
 - \$2,000.00 cash advance per day/\$5,000.00 per week using your ScobaGold VISA account and ScotiaLine: VISA account
- . Direct Payment debit limits
 - \$2,500.00 per day/\$17,500.00 per week
- ABM deposit
 - 599,999.00 per transaction.
- Internet Banking and Telephone Banking transfer and bill payment limits
 - \$49,999.00 per transaction.
- ABM transfer limit
 - \$49,999.00 per day

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Trademants of The Bank of Nova Scotia.

[™] Marque de commerce de La Banque de Nouvelle-Ecosse.

. Money Master for business - Confirmation

IntraLink

Money Master for business - Confirmation

Business Name:

"NPAY INC.

Account #

90969 00202 22

Additional Services

Open Money Master for business

Open Business Account

Done

Business Account - Branch Certification (Internal Use Only)

Dale: 2004/11/15

Business Legal Name: NPAY INC. Trading As:

1) Nature of Business: Internet Bill Payment Company

2)	What is the current/planned monthly t	sclivity for the account?	Account Number	90969 00202 22
	Average Account Balance	5100,000	Average Deposit Amount	\$5,000
	Cash Deposited	\$0	Chaques Deposited	\$0
	Other Deposits eg. Merchant	N/A	No. of Chaques Deposited	0
	No. of Cheques Written	N/A	Percent of Internet/	NA

3) Account Manager/Manager Certificate

Operating documentation taken autoports the business structure and owner(s) relationship to the business.

The identification of the signing efficers has been verified in accordance with regulations under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act. If the account is being used to conduct business on behalf of admenie other than the named account holder(s), the Third Party Determination from has been completed.

The identity and business activity of the customer are known or have been investigated and verified. Operating documents are on file, complete in all respects and apply to the new account,

• •	siness Account without a credit.bursau report, doc roval. Other existing account number(s)	
Photocopy of ID on file.	/ · · · · · · · · · · · · · · · · · · ·	
Photocopy of ID is not on file. The	e original ID reviewed is recorded below	
Name:	Date of Bi	in the second se
1. TYPE OF IDENTIFICATION		
TYPE OF IDENTIFICATION	REFERENCEASEJE MANDER	RACE OF MINE OF D
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אסרות אסרותטישושט שליפידיד	REFERENCIASSIE NUMBER	PLACE OF MISLE OF ID
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TYPE OF IDENTIFICATION	RETERENCEASSILE NUMBER	NACE OF ISSUE OF E
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TYPE OF DENTIFICATION	REFERENCEASSUE NUMBER	PLACE OF SERVE OF D
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E 0148 (10/03)



SCOTIACARD BANKING ACCESS ENROLMENT/MAINTENANCE

Branch Name SHERWOOD PARK, ALBERTA Branch Transit No. 90969

Information About You

Customer Name N/A

Business Name *NPAY INC.

I.D.

LD_

ScotiaCard set-up/maintenance as requested by you today

SCOTIACARD # 453 6056/774 494 501

Card Access Business

CashBack \$0.00

Authorized by:

Replacement Card #

Date Lost/Stolen

PIN (Personal Identification Number) Selected

To use Scotiabank's Telephone Banking Service, please call: 1-800-257-1234

To obtain your Internet Banking password, please visit www.scotiabank.com or call 1-800-45COTIA (1-800-472-6842).

Access Profile

Type of Account	Account Number	ABB/ABM	FastCash	TeleScotis=	Scotia Online*
Business Account	909690007412	Other	Y	0 1	Y
Business Account -	809690007819	Chequing		02	'Y
Business Account	909690008117	Other		03	Y
Money Master for business	909690004383	Other	-	04	Y
Money Master for business	; 909690008885	Other	: :	05	Y
Money Master for business	909690011428	Other		06	Y
Money Master for business	909690014222	Other		07	. Y
Money Master for business	909590016985	Other	<u> </u>	08	Υ
Money Master for business	909690017825	Other	<u> </u>	09	Y
Money Master for business	909690020222	Savings		10	Y

Bill Payment Company Details

Company Name	Billing Account Number	Bill Code	į
			ŀ

By completing and signing this application, you request the services listed and confirm that the information you have given is true and complete. You request that all documents relating to the application be drawn up in english.
Les parties conviennent et exigent

Les parties conviennent et exigent expressément que ce contrat et tous les documents qui s'y rapportent soient rediges en anglais.

You acknowledge receipt of the ScotiaCard Cardholder Agreement and, where applicable the Day-to-Day Banking Companion Booklet including the Scotiabank Group Privacy Agreement and Telephone/Fax Banking Agreement, or the Business Banking Services Agreement and agree to be bound by these agreements. You also agree to pay services charges where applicable for the services you applied for.

N/A

'NPAY INC.

Prepared By:

Customer Signature:

Particulars Verified

late: () / 2014

BEFORE YOU COMPLETE TO SIGNED BY THE CUSTOMER	HE FOLLOWING, PLEASE ENSUR R(S).	E THAT TWO COPIES OF T	THE APPLICATION ARE
PARENT/GUARDIAN IDENTII	FICATION	PARENT/GUARDIAN (CARD NO.
PARENT/GLIARDIAN ADDRE	SS (if different from applicant)		
AGREEMENT OF PARENTIG	UARDIAN (CHILDREN UNDER 15)	FOR ScotiaCard*/Carte Soc	otia≭ BANKING CARD
Re: The Application of:		signed on:	
	APPLICANTS NAME		DAYASONTHYEAR
	of	am the parent/legal g	uardian of the applicant.
NAME OF PARENT/GUARDIAN	ADDRESS		
Applicant's name, to be used I required) to access his/her S Bank's Any Branch Banking se Bank issuing a Card to the Arbound by the terms of the Si received and read) and to indefessuance of such Card to the A	he applicant reaches the age of m	electronic signature selected nt(s) through Automated Bo Carte Scotia Cardholder Ag per Application under 15 year Agreement ("Agreement") sses or costs incurred by the	d by the Applicant, where anlong Services and the reement. In return for the ars of age, I agree to be (a copy of which I have a Bank resulting from the
Witness	Parent		

Transaction Limits

We may establish and change limits, dollar or otherwise, from time to time, on the various transactions which may be available, without prior notice to you. Cumulative limits in effect as of February 2001 are:

- ABM/ABB withdrawal/cash advance limits
 - 51.000.00 per day/\$3.000.00 per week from your deposit, line of credit, ScotiaLine VISA, ScotiaGold and/or Classic & Scotiabank Value VISA accounts; plus
 - \$1,000.00 cash advance per day/\$3,000.00 per week using your Classic and Scotiabank Value VISA accounts; plus
 - \$2,000,00 cash advance per day/\$5,000.00 per week using your ScotiaGold VISA account and ScotiaLine
 VISA account
- Direct Payment debit limits
 - \$2,500.00 per day/\$17,500.00 per week
- . ABM deposit
 - \$99,999.00 per transaction.
- . Internet Banking and Telephone Banking transfer and bill payment limits
 - \$49,999.00 per transaction.
- . ABM transfer limit
 - . \$49,999.00 per day

Trademarks of The Bank of Nove Scotia.

Marque de commerce de La Banque de Nouvelle-Ecosse.

Money Master for business - Confirmation



Money Master for business - Confirmation

Business Name:

TAPAY INC.

Account #

90969 00142 22

Additional Services

Open Money Master for business

Open Business Account

Done

NOV 23 2005 17:45

Business Account - Branch Certification (internal Use Only)

Date: 2004/11/15

Business Logal Name: NPAY INC. Trading As:

1) Nature of Businses: Internal Bill Payment Company

2)	What is the current/planned monthly activity for the account?		Account Number	30969 00142 22	
	Average Account Balance	\$100,000	Average Deposit Amount	\$5,000	
	Cesh Deposited	\$0	Cheques Deposited	.50	
	Other Deposits eg. Merchant	N/A	No. of Cheques Deposited	0	
	No. of Cheques Written	N/A	Percent of Internet/ Telephone/Mail Order Sales	N/A	

3) Account Manager/Manager Certificate

Operating documentation taken supports the business structure and owner(s) relationship to the business.

The identification of the signing officers has been verified in accordance with regulations under the Proceeds of Crime (Money Laundening) and Terrorist Financing Act. If the account is being used to conduct business on behalf of someone other than the named account holder(s), the Third Party Determination form has been completed.

The identity and business activity of the customer are known or have been investigated and verified. Operating documents are on file, complete in all respects and apply to the new account.

Photocopy of ID on file.		
Photocopy of 1D is not on file, Th	ne original ID reviewed is recorded below.	•
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THE OF DENTIFICATION	REFERENCEASSUR MONTHS	PLACE OF HISUE OF ED
me:	Date of I	Sirth;
THE OF PENTACETON	ROTENIA CENTRE MINISTR	PLACE OF BESUE OF ID
TYPE OF DENTIFICATION	TEFENERESSE NUMBER	PLACE OF BRILLE OF G

NOV 23 2005 17:45

Scotiabank"

Business Account - Service Request

Date: November 15, 2004	ATABERTA	Branch: SHERWOO	6860€ <u>ziane</u> sT
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	196201	and associated orb th	odA nodzanohi
		ME: NPAY INC.	alv legal asenieus
			204 Goibert
	•0	ALE CR K. Alberta T8A 5J7 Carra	NHONH & ZZENDOA RAR GOOWRIEHS
INUMOVO Filesias InumA	Ha. of Owners/Parmens: 1	165	5-317 (085):enon9
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Account No.*	esive2tr	mossA to email	
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		ACIETICAE	Cheques are not
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YOUR SIGNATURE:

About The Business Customer:

ST: LI SOOZ EZ AON

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customet in the Service Request and any other information provided now and in the future discusse and complete. By organic Service Request, the businesse BY SURVEY THE GROUND HAVE CARDENY AS BU BURNING OFFICE OF THE DESIRES CHAIRMAN YOU CHILLY THE THE HOUSE CONTINUED A DESIRED THE PROPERTY OF TH

- authorizes us to be Scottle Card (5) as requested by the Scottle Card

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STREET, STREET

· confirms receipt of the Business Accounts - Your Guide to Fees and Interest

and conditions relations to the disciosure of information in the section and sections of the Business Banking Services Agreement and to product - scanomedian mentity of sug squees to be bound by the applicable

1-CUSTOMER COPY 2-BRANCH COPY

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SCOTIACARD BANKING ACCESS ENROLMENT/MAINTENANCE

Branch Name
SHERWOOD PARK, ALBERTA

Branch Transit No. 90969

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ı	1 1 2 LOT 4 /	IMPLUIT		ul	UL

Customer Name N/A	
Business Name *NPAY INC.	
LD.	LD.

ScotiaCard set-up/maintenance as requested by you today

SCOTIACARD # 453 5056 774 494 105	New Card Y	Existing Card N
Card Access Business	CashBack S0.00	Authorized by:
Replacement Card #	Reason	
Date Lost/Stolen	PIN (Personal Identific	cation Number) Selected

To use Scotiabank's Telephone Banking Service, please calt 1-800-257-1234

To obtain your Internet Banking password, please visit www.scotiabank.com or call 1-800-4SCOTIA (1-800-472-6842).

Access Profile

· Type of Account	Account Number	ABB/ABM	FastCash	TeleScotie™	Scotia Online
Business Account	909590007412	Chequing	Y	ម	Y
Money Master for business	909690014222	Savings		02	Y

Bill Payment Company Details

Company Name	Billing Account Number	Bill Code	
			Ĺ
		3	Ė

By completing and signing this application, you request the services listed and confirm that the information you have given is true and complete. You request that all documents relating to the application be drawn up in english.

Les parties conviennent et exigent

expressément que ce contrat et tous les documents qui s'y rapportent soient radigés en anglais.

You acknowledge receipt of the ScotiaCard Cardholder Agreement and, where applicable the Day-to-Day Banking Companion Booklet including the Scotiabank Group Privacy Agreement and Telephone/Fax Banking Agreement, or the Business Banking Services Agreement and agree to be bound by these agreements. You also agree to pay services charges where applicable for the services you applied for.

N/A *NPAY INC.

Prepared By:

Customer Signature:

Particulars Verified

Date:

MA PROPERTY NAMED HAP

SIGNED BY THE CUSTOMER(S	").		HE APPLICATION ARE
PARENT/GUARDIAN IDENTIFIC	ATION	PARENT/GUARDIAN C	ARD NO.
PARENT/GUARDIAN ADDRESS	(If different from applicant)		
AGREEMENT OF PARENT/GUA	RDIAN (CHILDREN UNDER 16)	FOR ScotiaCard™/Carte Scr	tis BANKING CARD
Re: The Application of:		signed on:	
	APPLICANTS NAME		DAYIMONTHIYEAR
	of	am the parent/legal gr	rardian of the applicant.
name of parentiguardian	AGDRESS		
I hereby request The Bank of Nor Applicant's name, to be used by required) to access his/her Scot Bank's Any Branch Banking servi Bank issuing a Card to the Appli bound by the terms of the Scot received and read) and to inderer issuance of such Card to the Appli agree to be so bound until the he/she ratifies the Agreement by units of the Agreement by units.	the Applicant, (together with an tiabank personal deposit account ce as outlined in the ScotiaCard cant, who is at the time of his/ isCard/Carte Scotia Cardholder tify the Bank from any claims, lo icant. applicant reaches the age of n	electronic signature selected nt(s) through Automated Ba /Carte Scotia Cerdholder Agi ner Application under 16 yea Agreement (Agreement) (sses or costs incurred by the	by the Applicant, where inking Services and the rement. In return for the iss of age, I agree to be a copy of which I have a Bank resulting from the

Transaction Limits

We may establish and change limits, dollar or otherwise, from time to time, on the various transactions which may be available, without prior notice to you. Cumulative limits in effect as of February 2001 are:

- ABM/ABB withdrawal/cash advance Errits
 - 51,000.00 per day/53,000.00 per week from your deposit, line of credit_ScotiaLine VISA, ScotiaGold and/or Classic & Scotiabank Value VISA accounts; plus
 - \$1,000.00 cash advance per day/\$3,000.00 per week using your Classic and Scotiabank Value VISA accounts; plus
 - \$2,000.00 cash advance per day/\$5,000.00 per week using your ScotiaGold VISA account and ScotiaLine in the - Direct Payment debit limits
 - \$2,500.00 per day/\$17,500.00 per week
- ABM deposit
 - \$99,999.00 per transaction.
- Internet Banking and Telephone Banking transfer and bill payment limits
 - \$49,999.00 per transaction.
- ABM transfer Emit
 - . \$49,999.00 per day

Trademarks of The Bank of Nova Scotia.

Money Master for business - Confirmation

IntraLink

Money Master for business - Confirmation

Business Name:

TNPAY INC.

Account #

90969 00169 85

Additional Services

Open Money Master for business

Open Business Account

Done

Business Account - Branch Certification (Internal Use Only)

Date: 2004/11/15

Businese Legal Name: NPAY INC. Treding As:

Trading As:	
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No. of Cheques Written	Other Deposits eg. Merchant	Cash Deposited	Average Account Balance	What is the currentiplemed monthly activity for the account?
N/A	NA	8	\$100,000	scivity for the account?
Percent of Internet/ Telephone/Mail Order Select	No. of Chaques Deposited	Cheques Deposited	Average Deposit Amount	Account Number
N.	ó	g	\$5,000	90953 00169 85

Account Manager/Manager Certificate

Operating documentation taken supports the business structure and owner(a) relationship to the business.

The identification of the signing officers has been verified in accordance with regulations under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act. If the account is being used to conduct business on behalf of someone other than the named account holder(s), the Third Parry Determination form has been completed.

file, complete in all respects and apply to the new account. The identity and business activity of the customer are known or have been investigated and verified. Operating documents are on

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TYPE OF CIENTIFICATION	THE OF ENTPLATES	Name:	THE OF DEVINICATION	7	Name: 1 5 M 2 Manual	2.	1.	Name:	Photocopy of ID on file. Photocopy of ID is and on file. Th	If customer has been approved for a Bu CRI from CIS profile) to support the app
ABBUTA SYSTYCOGRAFIA	Spendictory and a	Day The Manager	DO ENENCE CELLE IN ARBOT		A REPERMENTAL MANAGER	ASSOCIATION TO A STATE OF THE PARTY OF THE P		2	Photocopy of ID on file. Photocopy of ID is 201 on Rie. The original ID reviewed is recorded below.	If customer has been approved for a Business Account without a credit bursau report from CIS profile) to support the approval. Other existing account number(s)
But some of the second	AVEC OF BRITE OF D	PLACE OF SELECT D	PLACE OF ISSUE OF ID		Date of Birth:	SACTOR SERVICE		Came of Birth:		If customer has been approved for a Business Account without a credit bureau report, documentation is on file (i.e. screen print of CRI from CIS profile) to support the approval. Other existing account number(s)

Date: November 15, 2004



Business Account - Service Request

in this service request, we, our and us and the Bank mean Scotiabank. The Bank of Nova Scotia; you and your mean the owner, officer or partner providing personal and business information to Scotiabank, and business customer means the business entity applying for banking services. Agreement means this Service Request and the Business Banking Services Agreement.

BEAUTY SHERWOOD PARK, ALBERTA

TIBILITY OF THE PARTY OF THE PA		
Information About the Business Customer		Business Established: 12/2000
Business Legal Name: NPAY INC.		
Trading Asc		
Address: 9 HIGHVALE CR SHERWOOD PARK, Alberta TBA 5.17 Canad	in .	
Phone: (780) 716-2597	No. of Owners/Partnersto	Armuel Sales/Revenue:
Account Type / Account Package		
Name of Account	UService ·	Account No."
Money Master for business**		90969 00169 8 5
-We	will debit this account for fees based o	n Published Prices
Name of ScotlaCard Officer:		
Service & Account Features - Electronic Banking access - Online statement reporting only. A transletic - Passbook and statement reporting is not available - Overgraft Protection is not available - Cheques are not available - We may require you to give us up to 10 day	· · · · · · · · · · · · · · · · · · ·	
		•
YOUR SIGNATURE:		
By signing this Service Request, in your capacity a customer in this Service Request and any other enter customer.	is an authorized aigning officer of the busin mission provided now and in the future is ac	ness customer, you certify that the information about the business currie and complete. By signing the Service Request, the business
acknowledges receipt of and agrees to be t sections of the Business Banking Services A and conditions relating to the discousire of infor- About The Business Customer.	greenwrit, including terms ramed at matter in the section thad - requests	s us to issue ScobaCard(s) as requested by the ScobiaCard Officer pove; that this Service Request and all related documents be thrown up in th language. Le cuent exige que cette Oermande d'adhéason et les
confirms receipt of the Business Accounts - Your in Schoolaes booklet;		15 y afformits spent réorgés en angles.

Print lugino and Tgo

authorizes us to provide the business customer with the s

Print blame and Title

1-CUSTOMER COPY 2-BRANCH COPY

Desc

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£ 0130s (1863)



SCOTIACARD™ BANKING ACCESS ENROLMENT/MAINTENANCE

Branch Name			-		Branch Transit N
SHERWOOD PARK, ALBERT	A				9096
nformation About You					
Customer Name N/A				1. 1	
Business Name *NPAY INC			/	$\overline{}$	
LD.		LD.		1/	
	(000000 00 -000000)	ad by you to	day	11/	
ScotiaCard set-up/main		New Car		Existing	Card N
Card Access Business			k \$0.00	Authoriz	
Replacement Card #		Reason			
Pate Lost/Stolen		PIN (Per	sonal identifi	cation Number)	Selected
ccess Profile	A analysis blooms	ADDIADS	FastCash	2000	Seedin Online
Type of Account	Account Number	ABB/ABM			Scotiz Online™
Business Account	909690007412	Chequing	Y	01	Y
loney Master for business .	909690016985	Savings	:	02	T
ill Payment Company I)etails				
Company Name		Billing Accou	nt Number	<u> </u>	Bill Code
By completing and signing the you request the services listed that the information you have and complete. You request the documents relating to the application up in english. Less parties conviennent et expressement que ca contrat documents qui s'y rapportent redigés en anglais.	ed and confirm and, we given is true includired in the plication be Serviced You also serviced at tous les	there applicable ng the Scotiable none/Fax Banki es Agreement	e the Day-to-L ank Group Pri ing Agreemen and agree to i y services cha	otiaCard Cardho Day Banking Com vacy Agreement L or the Busines be bound by thes inges where appl	npanion Booklet and s Banking se agreements.
N/A *NPAY INC.	2	Customer S	1	May S	1000 Deh
Proposed Bur/		Date	1 & 10	v 15 /280-	4

44/4EPOON 44-00-AR AM

BEFORE YOU COMPLETE SIGNED BY THE CUSTOME		ENSURE THAT TWO COPIES OF THE APPLICATION ARE
PARENT/GUARDIAN IDENT	IFICATION	PARENT/GUARDIAN CARD NO.
PARENT/GUARDIAN ADDRI	ESS (if different from applica	nt)
AGREEMENT OF PARENT/O	GUARDIAN (CHILDREN UN	DER 15) FOR Scotis Card / Carte Scotis = BANKING CARD
Re: The Application of:		signed on:
•	APPLICANTS N	ime daymonthyear
	of	am the parent/legal guardian of the applicant.
NAME OF PARENTIGUARDIAN	ADDRES	
Applicant's name, to be used required) to access his/her seems his/her seems and to the Abound by the terms of the Secented and read) and to indissuance of such Card to the Abound by the Secented and read) and to the Abound by the Secented and read) and to the Abound by the Secented to the Abound t	by the Applicant, (together Scotiabank personal depositervice as outlined in the ScotiaCard/Carte Scotia Card/Carte Scot	issue a ScotiaCard/Carte Scotia banking card ("Card") in the with an electronic signature selected by the Applicant; where it account(s) through Automated Banking Services and the object of the Scotia Cardholder Agreement, in return for the of his/her Application under 16 years of age, I agree to be retholder Agreement ("Agreement") (a copy of which I have laims, losses or costs incurred by the Bank resulting from the age of majority (as defined by applicable provincial law) and
Witness		Parent/Guardian

Transaction Limits

We may establish and change limits, dollar or otherwise, from time to time, on the various transactions which may be available, without prior notice to you. Cumulative limits in effect as of February 2001 are:

- ABM/ABB withdrawal/cash advance limits
 - \$1,000.00 per day/\$3,000.00 per week from your deposit, line of credit, ScotiaLine VISA, ScotiaGold and/or Classic & Scotiabank Value VISA accounts; plus
 - \$1,000.00 cash advance per day/\$3,000.00 per week using your Classic and Scotiabank Value VISA accounts; plus
 - S2.000.00 cash advance per day/SS,000.00 per week using your ScotiaGold VISA account and ScotiaLine
 VISA account
- . Direct Payment debit limits
 - \$2,500.00 per day/\$17,500.00 per week
- ABM deposit
 - \$99,999.00 per transaction.
- Internet Benking and Telephone Banking transfer and bill payment limits
 - \$49,999.00 per transaction.
- . ABM transfer Emit
 - . \$49,999.00 per day

Trademarks of The Bank of Nova Scotia.

Moray Master for business - Confirmation

IntraLink :

Money Master for business - Confirmation

Business Name:

TNPAY INC.

Account #

90969 00254 29

Additional Services

Open Money Master for business

Open Business Account



Business Account - Branch Certification (internal Use Only)

Date: 2004/11/15

Business Legal Name: NPAY INC. Trading As:

1) Nature of Business: Internet Bill Payment Company

Z)	What is the current/planned monthly a	ctivity for the account?	Account Number	90969 00254 29
	Average Account Balance	\$100,000	Average Deposit Amount	\$5,000
	Cash Deposited	\$0	Cheques Deposited	\$0
	Other Deposits eg. Merchant	N/A	No. of Cheques Deposited	0
	No. of Cheques Written	NA	Percent of Internet/ Telephone/Mail Order Sales	N/A

3) Account Manager/Manager Certificate

Operating documentation taken supports the business structure and owner(s) relationship to the business.

The identification of the signing officers has been verified in accommon with regulations under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act. If the account is being used to conduct business on behalf of someone other than the named account holder(s), the Third Pany Determination form has been completed.

The identity and business activity of the customer are known or have been investigated and verified. Operating documents are on file, complete in all respects and apply to the new account.

file, complete in all respects and apply	to the new account.	
	siness Account without a credit bureau report, do roval. Other existing eccount number(s)	currentation is on file (i.e. screen print of
Photocopy of ID on file.		
	e original 1D reviewed is recorded below.	/
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Name:	Date of B	
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TYPE OF IDENTIFICACION	REPURDICEASELE MANIER	PLACE OF STILLE OF D
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2. TYPE OF DEMTHERATION	REFERENCE/SBLE HUMBER	PACE OF RELEGIO
iame:	Date of E	Siren:
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TYPE OF DESITIFICATION	NEFONOCEASSIE NUMBER	PLACE OF MISUE OF ED
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2. TYPE OF EDUCATION	REFERENCEASUE NAMED	NACE OF NERE OF TO
sme:	Date of E	Airth:
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TYPE OF IDENTIFICATION	REFERENCEASILE MUMBER	PLACE OF USUAL OF 19
2		
TIPE OF DENTIFICATION	REFERENCEASINE NAMER	PLACE OF WISLE OF ED
	Relationship Manag	er Code: NA
3 /	1000	7 On Mys
	Authorized Branch S	analuse .



Business Account - Service Request

In this service request, we, our and us and the Bank mean Scollabank, The Bank of Nova Scotia; you and your mean the owner, officer or partner providing personal and business information to Scotlabank, and business customer means the business entity applying for banking services. Agreement means this Service Request and the Business Banking Services Agreement.

Transit: 90959	Branch: SHERWOOD PARK, ALBERTA	Date: November 15, 2004
information Abou	ut the Business Customer	Business Established: 12/2000
Business Legal Nan	ne: NPAYINC.	
Trading As:		
Address: 9 HIGHVA SHERWOOD PARK	NLE CR C, Alberta TBA 5.17 Canada	
Phone: (780) 716-25	997 No. of Owners/Par	mers:1 Armuel Sales/Revenue:
Account Type / A	ccount Package	
	Name of Account/Service	Account No.*
Money Master for b	ousiness **	30969 00254 29
	"We will debit this account for fe	es based on Published Prices
Name of ScotiaC	Card Officer:	
Service & Account Decironic Banking Online statement r Passbook and state Overdraft Protected Cheques are not a	g access reporting as not available on the current and terment reporting is not available on its not available.	previous month will be provided through Scotta OnLine
YOUR SIGNATURE:		
By signing this Service customers to this Service customer.	Request, in your capacity as an authorized signing officer Request and any other information provided now and in the	of the business customer, you can'ly that the information about the business of titure is accurate and complete. By signing this Service Request, the business
sections of the Busi	iness Banking Services Agreement, including terms ig to the disclosure of aformation in the section tiped	 authorizes us to issue ScoteCard(6) as requested by the ScotisCard Officer regred above; requests that this Service Request and all related documents be drawn up in the English tempulate. Le chent exige que come Demande d'adhètion et les
 confirms receipt of the Schedules booking 	Business Accounts - Your Guide to Fees and immenst	documents y affairents scient rédigés en angleis.
· SUDTOTONS US TO provi	de the business customer with the services which the	<i>f</i> .

Pers Name and The

Print Numbe and Title

1-CUSTOMER COPY 2-BRANCH COPY

NOU 23 2005 17:46

E 0150w (1040)

PIN (Personal Identification Number) Selected



SCOTIACARD BANKING ACCESS ENROLMENT/MAINTENANCE

Branch Transit No. **Branch Name** 90969 SHERWOOD PARK, ALBERTA Information About You Customer Name N/A Business Name "NPAY INC. LD. LD. ScotiaCard set-up/maintenance as requested by you today New Card Y SCOTIACARD # 453 6056 774 494 808 Existing Card N CashBack 50,00 Card Access Business Authorized by: Replacement Card # Reason

To use Scotiabank's Telephone Banking Service, please call: 1-800-257-1234

To obtain your Internet Banking password, please visit www.scotiabank.com or call 1-800-45COTIA (1-800-472-6842).

Access Profile

Date Lost/Stolen

Type of Account	Account Number	ABB/ABM	FastCash	TeleScotie*	Scotia Online
Business Account	909690007412	Other	Y	01	Y
Business Account .	909690007918	Chequing	1	02	Y
Business Account	909690008117	Other		03	Y
Money Master for business	909690004383	Other		04	Y
Money Master for business	909690008885	Other	!	Q5	Ý
Money Master for business	909690011428	Other		D6	Y
Money Master for business	: 909690014222	Other		07	, · Y
Money Master for business	- 909690016985	Other		80	Y
Money Master for business	909690017625	Other		09	Y
Money Master for business	909690020222	Other		10	Y
Money Master for business	909690021725	Other		11	Y
Money Master for business	909690024120	Other		12	Y
Money Master for business	: 909690025429	Savings		13	Y

Bill Payment Company Details

Company Name	Billing Account Number	Bill Code

By completing and signing this application, you request the services listed and confirm that the information you have given is true and complete. You request that all documents relating to the application be drawn up in english.

Les parties conviennent et exigent expressement que ce contrat et tous les documents qui s'y rapportant soiera redigés en anglais.

You acknowledge receipt of the ScotisCard Cardholder Agreement and, where applicable the Day-to-Day Banking Companion Booklet including the Scotisbank Group Privacy Agreement and Telephone/Fax Banking Agreement, or the Business Banking Services Agreement and agree to be bound by these agreements. You also agree to pay services charges where applicable for the services you applied for.

N/A

TNPAY INC.

Prepared By:

Customer Signature:

Particulars Verified

Date:

NOV 23 2005 17:46

NA -4.90.0E ALA

BEFORE YOU COMPLETE THE SIGNED BY THE CUSTOMER(S		SURE THAT TWO COPIES OF	THE APPLICATION ARE
PARENT/GUARDIAN IDENTIFIC	MOTE	PARENT/GUARDIA	I CARD NO.
PARENT/GUARDIAN ADDRESS	(If different from applicant)		
AGREEMENT OF PARENT/GUA	RDIAN (CHILDREN UNDER	(15) FOR ScotiaCard*/Carte S	Scotia= BANKING CARD
Re: The Application of:		signed on:	
	APPLICANTS NAME		DAYMONTHYEAR
	of	am the parent/lega	guardian of the applicant.
I hereby request The Bank of Nor Applicant's name, to be used by required) to access his/her Scot Bank's Any Branch Banking servi Bank issuing a Card to the Appl bound by the terms of the Scot bound by the terms of the Scot bound by the terms of the Appl issuance of such Card to the Appl agree to be so bound until the he/she ratifies the Agreement by the	the Applicant, (together with tiabank personal deposit a ice as outlined in the Scotial icant, who is at the time of tiaCard/Certe Scotia Cardho hify the Bank from any claim licant. applicant reaches the age	n an electronic signature select ccount(s) through Automated Card/Carte Scotia Cardholder / his/her Application under 16 y older Agreement ("Agreement" is, losses or costs incurred by	ted by the Applicant, where Banking Services and the Agreement. In return for the years of age, I agree to be (a copy of which I have the Bank resulting from the
Witness	. P	erent/Guardien	
Transaction Limits	***************************************		

We may establish and change limits, dollar or otherwise, from time to time, on the various transactions which may be available, without prior notice to you. Cumulative limits in effect as of February 2001 are:

- ABM/ABB withdrawaVcash advance Emits
 - \$1,000.00 per day/\$3,000.00 per week from your deposit, line of credit, ScotiaLine VISA, ScotiaGold and/or Classic & Scotiabank Value VISA accounts; plus
 - \$1,000.00 cash advance per day/\$3,000.00 per week using your Classic and Scotiabank Value VISA accounts; plus
 - 52,000.00 cash advance per day/\$5,000.00 per week using your ScottaGold VISA account and ScottaLine VISA account
- Direct Payment debit limits
 - \$2,500.00 per day/\$17,500.00 per week
- ABM deposit
 - 599,999.00 per transaction.
- Internet Banking and Telephone Banking transfer and bill payment limits
 - \$49,998.00 per transaction.
- ABM transfer limit
 - \$49,999,00 per day
- Trademarks of The Bank of Nova Scotia.
- Marque de commerce de La Banque de Nouvelle-Ecosse.

Money Master for business - Confirmation

IntraLink

Money Master for business - Confirmation

Business Name:

"NPAY INC.

Account #

90969 00241 20

Additional Services

Open Money Master for business

Open Business Account



Business Account - Branch Certification (Internal Use Only)

Date: 200411/15

Business Lagal Name: NPAY INC. . Trading As:

1) Nature of Business: Internet Bill Payment Company

2)	What is the current/planned monthly a	schivity for the account?	Account Number 90969 002	
	Average Account Balance	\$100.000	Average Deposit Amount	\$5,000
	Cash Deposited	\$0	Cheques Deposited	\$0
	Other Deposits eg. Merchant	N/A	No. of Cheques Deposited	O
	No. of Cheques Written	N/A	Percent of Internet/	NA
			Telephone/Mail Order Sales	

3) Account Manager/Manager Certificate

Operating documentation taken supports the business structure and owner(s) relationship to the business.

The identification of the signing officers has been verified in accordance with regulations under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act. If the account is being used to conduct business on benefit of someone other than the named account holder(s), the Third Party Determination from has been completed.

The identity and business activity of the customer are known or have been investigated and verified. Operating documents are on file, complete in all respects and apply to the new account.

	e original ID reviewed is recorded below.	
nd:	Date of	lien:
TYPE OF CONTENCATION	REFERENCEISNE NAMED	PLACE OF ESSUE OF B
TYPE OF DESIGNATION	METEREVERSE TRANSPI	PUCCO SEE OF O
1 TIME		
	Deffe of E	orat:
TYPE OF IDENTIFICATION	PEPENCIASTILE NUMBER	RACE OF REALE OF D
TYPE OF DEMTRICATION	REPERENCEASILE NUMBER	PLACE OF BINE OF D
ve:	Date of E	lirth:
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TYPE OF EXEMPLEATION	REFERENCEASRE NUMBER	AACE OF MERIE OF D
TYPE OF IDENTIFICATION	MEFERENCE/ISSLE NUMBER	PLACE OF BRIEF D

Augustized Branch Signature

Scotiabank

Business Account - Service Request

this service request, we, our and us and the Bank mean Scotiabank. The Bank of Nova Scotia; you and your mean the owner, officer or armer providing personal and business information to Scotiabank, and business customer means the business entity applying for banking services. Agreement means this Service Request and the Business Banking Services Agreement.

Transit 90969	Branch: SHERWOOD PAR	K, ALBERTA	Date: November 15, 2004
Information About the Business Customer			Business Established: 12/2000
Business Legal Ner	ne: NPAY INC.		
Trading As:	•		
Address: 9 HIGHV/ SHERWOOD PARI	LE CR (, Alberte TBA-5J7 Canada		
Phone: (780) 716-25	597	No. of Owners/Partners:1	Annual Sales/Revenue:
	ccount Package		
Name of Account/Service		Account No.*	
Money Master for £	DUSHIMAS THE		90969 00241 20
	"We will be	of this account for fees based o	n Published Prices
Name of Scotia	ard Officer.		
	ng for business ^{ns} (Standald with Money Master for business'	•	

Service & Account Features

Electronic Banking access

- Online statement reporting only. A translation history of the current and previous month will be provided through Scotia Online
- · Passbook and statement reporting is not available
- Overdraft Protection is not available
- Cheques are not available
- We may require you to give us up to 10 days notes before you make a wiindrawal

YOUR SIGNATURE:

By signing this Service Request, in your capacity as an authorized signing officer of the business customer, you carrily that the information about the business customer in this Service Request and any other information provided now and in the future is accurate and complete. By signing the Service Request, the business customer:

- acknowledges receipt of and agrees to be bound by the applicable sections of the Business Benking Services Agreement, including terms and conditions relating to the disclosure of information in the section titled About The Business Customer;
- confirms receipt of the Business Accounts ~ Your Guide to Fees and Imprest Schedules booklet;
- autrorizes us to lessue ScotisCard(s) as requested by the ScotisCard Officer named above;
- requests that this Senior Request and all related documents be drawn up in the English lenguage. Le client etope que cane Demande d'adhieum et les occuments y afférents, sownt rédigés en angless.

Surfrormer us to provide the business custom Austrees customer has selected as indicated Att BACL Attract Prof Name and Tipe		Noves/04
Prus Name and Time	September	Date /
Presi hummo diret Titalo	Egrano	Des-
E 011D= (10103)	1-CUSTOMER COPY 2-BRANCH COPY	"Restaudit of The Sans of Stone Busines.



SCOTIACARD™ BANKING ACCESS ENROLMENT/MAINTENANCE

Branch Transit No. Branch Name 90969 SHERWOOD PARK, ALBERTA Information About You Customer Name N/A Business Name "NPAY INC. LD. LD. ScotiaCard set-up/maintenance as requested by you-today SCOTIACARD # 453 6056 774 494 709 New Card Y Existing Card N CashBack \$0.00 Authorized by: Card Access Business Replacement Card # Reason PIN (Personal Identification Number) Selected Date Lost/Stolen

To use Scotiabank's Telephone Banking Service, please call: 1-800-267-1234

To obtain your Internet Banking password, please visit www.scotiabank.com or call 1-800-45COTIA (1-800-472-5842).

Access Profile

Type of Account	Account Number	ABBIABN	FastCash	TeleScotia~	Scotis Online
Business Account	: 909590007412	Other -	Y	D1	Y
Business Account .	909690007919	Chequing _		02	Υ
Business Account	§ 909690008117	Other .	!	0 3	Y
Money Master for business	909690004383	Other ·	:	04	Y
Money Master for business	909690008885	Other -		05	Y
Money Master for business	909590011428	Other -		0 6	Y
Money Master for business	909690014222	Other •		87	· · Y
Money Master for business	909690016985	Other •		08	Y
Money Master for business	909690017825	Other •		09	Y
Money Master for business	909690020222	Other •		10	Y
Money Master for business	909690021725	Other •		11	Y
Money Master for business	909690024120	Savings -		12	Y

Bill Payment Company Details

Company Name	Billing Account Number	Bill Code	ĺ
			į

By completing and signing this application, you request the services listed and confirm that the information you have given is true and complete. You request that all documents relating to the application be drawn up in english.

Les parties conviennent et exigent expressement que ce contrat et tous les documents qui s'y rapportent soient

You acknowledge receipt of the ScotiaCard Cardholder Agreement and, where applicable the Day-to-Day Banking Companion Booklet including the Scotiabank Group Privacy Agreement and Telephone/Fax Banking Agreement, or the Business Banking Services Agreement and agree to be bound by these agreements. You also agree to pay services charges where applicable for the services you applied for.

NA

THPAY INC.

redigés en anglais.

Prepared By:

Customer Signature:

Particulars Verified

Date:

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		THE THE COURT OF THE ABOUT AND THE
	MNG, PLEASE ENSUR	E THAT TWO COPIES OF THE APPLICATION ARE
SIGNED BY THE CUSTOMER(S). PARENT/GUARDIAN IDENTIFICATION		PARENTIGUARDIAN CARD NO.
PARENT/GUARDIAN ADDRESS (if diffien	ant from applicant)	
AGREEMENT OF PARENT/GUARDIAN (CHILDREN UNDER 16)	FOR ScotiaCard™/Carte Scotta™ BANKING CARD
Re: The Application of:		signed on:
	APPLICANTS NAME	DAYMONTHYEAR
NAME OF PARENT/GUARDIAN	ADDRESS	sm the parent/legal guardian of the applicant.
required) to access his/her Scotiabank, Bank's Any Branch Banking service as our Bank issuing a Card to the Applicant, who bound by the terms of the ScotiaCard/Coreceived and read) and to indemnify the Essuance of such Card to the Applicant.	personal deposit accountined in the ScotiaCard/ no is at the time of his/hisane Scotia Cardholder Bank from any claims, lost threaches the age of m	electronic signature selected by the Applicant, when int(s) through Automated Banking Services and the I/Carte Scotia Cardholder Agreement. In return for the her Application under 16 years of age, 1 agree to be Agreement ("Agreement") (a copy of which I have assess or costs incurred by the Bank resulting from the majority (as defined by applicable provincial law) and
A.		
Nitness	Parem	n/Guardian
Transaction Limits		
We may establish and change limits, dollar available, without prior notice to you. Cum		e to time, on the various transactions which may be of February 2001 are:
 ABM/ABB withdrawal/cash advance \$1,000.00 per day/\$3,000.00 and/or Classic & Scotiabank 	per week from your dep	posit, line of credit, ScotiaLine VISA, ScotiaGold
		k using your Classic and Scotiabank Value VISA
	day/\$5,000.00 per week	k using your ScottaGold VISA account and ScottaLine

- Direct Payment debit limits

 S2,500,00 per day/\$17,500,00 per week

 ABM deposit
- - \$99,998.00 per transaction.
- . Internet Banking and Telephone Banking transfer and bill payment limits
- S49,999.00 per transaction.

 ABM transfer limit
- - . \$49,999.00 per day

[™] Trademarks of The Bank of Nova Scotia.

[:] Marque de commerce de La Banque de Nouvelle-Ecosse.

Money Master for business - Confirmation

IntraLink

Money Master for business - Confirmation

Business Name:

'NPAY INC.

Account #

90969 00217 25

Additional Services

Open Money Master for business

Open Business Account

Done

4444 MANA 44.94.95 ALE

Business Account - Branch Certification (Internal Use Only)

Date: 2004/11/15

Business Legal Name: NPAY INC. Trading As:

1) Nature of Business: Internet Bill Payment Concerny

2)	What is the current/planned monthly a	ectivity for the account?	Account Number	90969 00217 25
	Average Account Balance,	\$100,000	Average Deposit Amount	\$5,000
	Cash Deposited	\$0	Cheques Deposited	\$0
	Other Deposits eg. Marchant	N/A	No. of Cheques Deposited	ø
	No. of Cheques Written	N/A	Parcent of Internat/ Telephone/Mail Order Sales	, NA

3) Account Manager/Manager Certificate

Operating documentation taken supports the business structure and owner(s) relationship to the business.

The identification of the signing officers has been verified in accordance with regulations under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act. If the account is being used to conduct business on behalf of someone other than the named account holder(s), the Third Party Determination form has been completed.

The identity and business activity of the customer are known or have been investigated and verified. Operating documents are on file, complete in all respects and apply to the new account.

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TYPE OF DENTIFICATION	RETREMODISSUE MANIER	rug meleor o
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THE OF DEMPICATION	Date of B	sirac
l	WIT	
TYPE OF IDENTIFICATION	PEPEPENCEASSIJE NLAMION	RUCE OF MINUE OF ID
TYPE OF BEHTMICATION	REFERENCENSSIE NUMBER	PLACE OF RISKE OF C
Irre:	Date of B	Siren:
I. TYPE OF DEMINICATION	REFFARMERSDE MARKE	NACED SERECT D

EO ALIZATOR

Relationship Manager Code: N/A

Scotiabank

Business Account - Service Request

I this service request, we, our and us and the Bank mean Scotiabank, The Bank of Hova Scotia; you and your mean the owner, officer or service providing personal and business information to Scotiabank, and business customer means the business entity applying for banking services. Agreement means this Service Request and the Business Banking Services Agreement.

Transic 90969	Brench: SHERWOOD PARK	ALBERTA	Date: November 15, 20	04
Information Abo	ut the Business Customer		Business Established: 12/2000	
Business Legal Nar	ne: NPAY INC.			
Trading As:				
Address 9 HIGHVA SHERWOOD PARK	ALE CR K, Alberta TBA 5J7 Canada			
Phone: (780) 716-25	597	No. of Owners/Partners:1	Annual Sales/Revenue:	
	Account Package			
	Name of Account/Service	1	Account No."	
Money Master for a	ousiness ^M		90969 00217 25	
	"We will debi	this account for fees based o	n Published Prices	
Name of Scotiat	Card Officer:	-		

Electronic Banking for business** (Standalone Service)
Monthly fee waived with Money Master for business**

Service & Account Features

Electronic Banking access

- Online statement reporting only. A translation history of the current and previous month will be provided through Scotia OnLine."
- Passbook and statement reporting is not available
- · Overtiraft Protection is not available
- · Cheques are not available
- · We may require you to give us up to 10 days notice before you make a withdrawal

YOUR SIGNATURE:

By signing this Service Request, in your capacity as an authorized signing officer of the business customer, you certify that the information about the business customer in this Service Request and any other information provided now and in the future is accurate and complete. By signing this Service Request, the business customer:

- actions windows receipt of and agrees to be bound by the applicable sections of the Business Banking Services Agreement, including terms and conditions relating to the disclosure of information in the section titled About The Business Customer;
- confirms receipt of the Business Accounts Your Guide to Fees and Interest Schedules bookiet
- authorizes us to issue ScotisCard(s) as requested by the ScotisCard Officer named above;
- requests that this Service Request and all related documents be drawn up in the English language. Le client exige que cene Demande d'adhémen et les documents y afferents soient rédigés en englisis.

Schadules booklet	·	
authorizes us to provide the business custom plainess customer has selected as indicated.		1
KAY CAME LESSON	May Frace	Nov15/04
Print Native and Tibe	figure /	Date
etall fairne and Time	Separature	Data
Print Name and Title	Sgreture	
E distre (modi)	1 - CUSTOMER COPY 2 - BRANCH COPY	"Todayment of Title Short of Have Science.

NOV 23 2005 17:47



SCOTIACARD BANKING ACCESS ENROLMENT/MAINTENANCE

Branch Name

SHERWOOD PARK, ALBERTA

Branch Transit No.

90969

Information About You

Customer Name NA

Business Name "NPAY INC.

LD.

עם

ScotiaCard set-up/maintenance as requested by you today

SCOTIACARD # 453 6056 774 494 600		New Card Y	Existing Card N
Card Access Business	7_	CashBack 50.00	Authorized by:
Replacement Card #		Reason	
Date Lost/Stolen		PIN (Personal Identifica)	tion Number) Selected

To use Scotiabank's Telephone Banking Service, please call: 1-800-267-1234

To obtain your Internet Banking password, please visit www.ccotiabank.com or call 1-800-45COTIA (1-800-472-5842).

Access Profile

Type of Account	: Account Number	ABB/ABM	FastCash	TeleScotia**	Scotia Online
Business Account	909590007412	Other	Y	01	Y
Business Account -	909690007919	Chequing		02	Y
Business Account	909690008117	Other		03	Y
Money Master for business	: 909690004383	Other		04	Y
Money Master for business	909690008885	Other		05	Y
Money Master for business	909690011428	Other		06	Y
Money Master for business	, 909690014222	Other	:	87	. Y
Money Master for business	909690016985	Other		DB	Y
Money Master for business	909590017625	Other	i	09	Y
Money Master for business	909690020222	Other	:	10	Y
Money Master for business	909690021725	Savings	i	11	Y

Bill Payment Company Details

Company Name	Billing Account Number	Bill Code
		, in the second

7--- 4 --- 6

11/15/2004 11:22:20 AM

By completing and signing this application, you request the services listed and confirm that the information you have given is true and complete. You request that all documents relating to the application be drawn up in english.

drawn up in english.
Les parties conviennent et exigent
expressement que ce contrat et tous les
documents qui sy rapportent soient
redigés en anglais.

You acknowledge receipt of the ScotiaCard Cardholder Agreement and, where applicable the Day-to-Day Banking Companion Booklet including the Scotiabank Group Privacy Agreement and Telephone/Fax Banking Agreement, or the Business Banking Services Agreement and agree to be bound by these agreements. You also agree to pay services charges where applicable for the services you applied for.

N/A

"NPAY INC.

Prepared By:

Customer Signature:

Particulars Verified by

Date: 160 75 160

SIGNED BY THE CUSTO PARENT/GUARDIAN IDE			RE THAT TWO COPIES OF THE APPLICATION ARE
•	ENTIFICATION		PARENT/GUARDIAN CARD NO.
PARÉNT/GUARDIAN AD	DRESS (il differen	it from applicant)	
AGREEMENT OF PARE	NT/GUARDIAN (C	HILDREN UNDER 16	5) FOR ScotiaCard™/Cane Scotia™ BANKING CARD
Re: The Application of:			signed on:
7 P		APPLICANTS NAME	DAYIMONTHYEAR
·	of		am the parent/legal guardian of the applicant.
NAME OF PARENT/GUARE	NAME OF THE PERSON OF THE PERS	ADDRESS	
Bank's Any Branch Bank's Bank issuing a Card to the bound by the terms of the received and read) and to issuance of such Card to the agree to be so bound to the second to	ing service as outing the Applicant, who he ScottaCard/Card indemnify the Bathe Applicant.	ned in the ScotiaCar is at the time of his rie Scotia Cardholde nk from any claims,	nunt(s) through Automated Banking Services and the d/Carte Scotie Cardholder Agreement. In return for the s/ber Application under 16 years of age, I agree to be at Agreement ("Agreement") (a copy of which I have losses or costs incurred by the Bank resulting from the
	nent by using the C	erd.	majority (as defined by applicable provincial law) and
he/she ratifies the Agreem	nent by using the C	erd.	majority (as defined by applicable provincial law) and
Witness Transaction Limits	nent by using the C	Pare	nt/Guardian ne to time, on the various transactions which may be

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Marque de commerce de La Banque de Nouvelle-Ecosse.

11/15/2004 11:22:20 AM

IntraLink

Money Master for business - Confirmation

Business Name:

"NPAY INC.

Account #

90969 00276 26

Additional Services

Open Money Master for business

Open Business Account

11/15/2004 11:31:31 AM

Business Account - Branch Certification (Internal Use Only)

Date: 2004/11/15

Business Legal Name: NPAY INC. Trading As:

1) Nature of Business: Internet Bill Payment Company

2)	What is the current/planned monthly a	ectivity for the account?	Account Number	90969 00276 26	
	Average Account Balance \$100,000		Average Deposit Amount	\$5,000	
	Cash Deposited	50	Cheques Deposited	20	
	Other Deposits eg. Merchant	N/A	No. of Chaques Deposited	0	
	No. of Cheques Written	No. of Cheques Written N/A		N/A	
			Telephone/Mail Order Sales		

3) Account Manager/Manager Certificate

Operating documentation taken supports the business structure and owner(s) relationship to the business.

The identification of the signing officers has been verified in accordance with regulations under the Proceeds of Crime (Money Laumbenng) and Terrorist Financing Act, if the account is being used to conduct business on behalf of someone other than the named account holder(s), the Third Party Determination form has been completed.

The identity and business activity of the customer are known or have been investigated and ventiled. Operating documents are on file, complete in all respects and apply to the new account.

4)	If customer has been approved for a Busin CRI from CIS profile) to support the approv	the state of the s	
5)	Photocopy of ID on file.		
	Photocopy of ID is not on file. The o	••	
	Name:	Date of Birt	R
	1	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	TYPE OF EXENTIFICATION	REFERENCEASSLE HUMBER	PLACE OF SSMELLED
	2. TIME OF DENTIFICATION /	REPROCESSE NUMBER	PACE OF SIGNE OF ID
	Name: (SA) NATI) Page of the	
	Krill	J. J	n:
	TYPE OF IDENTIFICATION !	NET CHANCE SOME NUMBER	RACE OF BSUE OF D
	2	urine to the same of the same	
	TYPE OF ENSITIPCATION	REFERENCESSALE NAMES	WACE OF SOME OF D
	Name:	Date of Birt	f:
	THE OF DEMENDING	ASTEMENICEASSLE MUNISIER	PLACE OF MINUE OF 10
	2		
	TYPE OF IOS/TIPICATION	HEFERENCEASSLE HUMBER	PLACE OF BRUE OF 10

No. 15 O

Relationship Manager Code: NA

Authorized Branch Signature

Business Account - Service Request

'n this service request, we, our and as and the Benk mean Scottabenk. The Bank of Nova Scotta; your and your mean the owner, Jetter providing personal and business information to Scotiabank, and business customer means the business entity applying for banking services. Agreement means this Service Request and the Business Benking Services Agreement.

Transit: 90989 Branch: SHERWOOD PARK, ALBERTA	Date: November 15, 2004
-	Business Established: 12/2000
Business Legal Name: NPAY INC.	
Trading Ax Address 9 HIGHVALE CR ELECTRONIC BACK Alterna TOLK IT Constitution	
Phone:(780) 716-2597 Amount Tune / Amount Perkens	Arrusi Saige/Revenue:

Name of ScotisCard Officer:

"We will debit this account for fees based on Published Prices

90969 00276 26

Account No."

Money Master for business's

Name of Account/Service

Electronic Banking for business** (Standalone Service)
Monthly fee waived with Money Master for business**

Service & Account Features

Electronic Banking access

- Online statement reporting only. A translation history of the current and previous month will be provided through Scotia Online
- Passbook and statement reporting is not available
- Ovardraft Protection is not available
- Cheques are not available
- We may require you to give us up to 10 days notice before you make a withdrawal

YOUR SIGNATURE:

By signing this Service Request, in your catacity as an authorized eighing officer of the business customer, you certify that the information about the business customer in this Service Request and any other information provided now and in the future is accurate and complete. By signing the Service Request, the business

- schnowledges receipt of and agrees to be board by the applicable sections of the Business Banking Services Agreement, including services agreement, including services and conditions relating to the disclosure of information in the section titled About The Business Custometr.
- confirms receipt of the Business Accounts Your Guide to Fees and Internst Schedules booklet
- authorizes us to incure Scotis-Card(s) as requested by the Scotis-Card Office named abover:
- requests trait this Service Request and all mested documents be streen up in the English lampuage. Le cleint exige que custe Demande d'achidaion et les documents y afferents scient indigés en angleik.

Pirt Name and Yea E trible (todd) 1 - C	Ping Name and Title	-	PUBLICATIONS OF TO Provide the Duminess CAMBONING WITH the services which the publication of the Services which the services wh
1-CUSTOMER COPY 2-BRANCH COPY	Septembers	James (Tack
The same of the sa			Now 15, 2804



SCOTIACARD= BANKING ACCESS ENROLMENT/MAINTENANCE

Branch Name				Branch Transit No.
SHERWOOD PARK, ALBERTA	_	/ /		90969
Information About You	\angle			
Customer Name N/A				
Business Name "NPAY INC.		V		
LD.		-AD:	,	
ScotiaCard set-up/maintenance as re SCOTIACARD # 453 6056 774 494 907	quested	New Card Y		Existing Card N
Card Access Business		CashBack 50.00		Authorized by:
Replacement Card #		Reason	<i>i</i>	
Date Lost/Stolen		PIN (Personal Identi	ficatio	n Number) Selected
To use Scotiabank's Telephone Banking Servic	æ, please.	Call: 1-800-267-1234		
To obtain your internet Banking password, plea	ıse visit w	ww.scotiabank.com or ca	II 1-80	0-4SCOTIA (1-800-472-5 842).

Access Profile

Type of Account	Account Number	ABB/ABM	FastCash	TeleScotia*	Scotia Online
Business Account	909690007412	Other	Y	01	Y
Business Account -	909690007919	Other	!	02	Υ.
Business Account	909690008117	Chequing		03	Y
Money Master for business	909690004383	Other		04	Y
Money Master for business	909690008885	Other		05	Y
Money Master for business	909690011428	Other		06	Y
Money Master for business	909690014222	Other		۵7	. · Y
Money Master for business	909690016985	Other		08	Y
Money Master for business	909690017825	Other		09	Υ .
Money Master for business	909690020222	Other	•	10	Y
Money Master for business	909690021725	Other		11	Υ.
Money Master for business	909690024120	Other	:	12	Y
Money Master for business	909690025429	Other		13	Y
Money Master for business	909690027626	Savings	•	14	Y

Bill Payment Company Details

Company Name	Billing Account Number	Biji Code

11/15/2004 11:32:36 AM

By completing and signing this application, you request the services listed and confirm that the information you have given is true and complete. You request that all documents relating to the application be drawn up in english.

Les parties continuent et exident

drawn up in english.
Les parties conviennent et exigent
expressément que ce contrat et tous les
documents qui s'y rapportent soient
redigés en anglais.

You acknowledge receipt of the ScotiaCard Cardholder Agreement and, where applicable the Day-to-Day Banking Companion Booklet including the Scotiabank Group Privacy Agreement and Telephone/Fax Banking Agreement, or the Business Banking Services Agreement and agree to be bound by these agreements. You also agree to pay services charges where applicable for the services you applied for.

NA

"NPAY INC.

Prepared By:

Customer Signature:

Particulars Verifie

ne: 170V 15, 70

HIAT THE COURSE OF THE ADDITION AND

BEFORE YOU COMPLETE SIGNED BY THE CUSTOM	THE FOLLOW ER/S).	ing, please ensu	RE ITAL INC COPIES OF I	HE APPLICATION ARE
PARENT/GUARDIAN IDEN	TIFICATION		PARENT/GUARDIAN C	ARD NO.
PARENT/GUARDIAN ADDR	ESS (if differen	nt from applicant)		
AGREEMENT OF PARENT	GUARDIAN (C	HILDREN UNDER 16	FOR ScotiaCard*/Carte Sco	nie - Banking Card
Re: The Application of:			signed of:	
We me Abhierre		APPLICANTS NAME		DAYMONTHYEAR
	of		am the parent/legal gi	ardian of the applicant.
NAME OF PARENT/GUARDIA	(ADDRESS		
Applicant's name, to be use required) to access his/her Bank's Any Branch Banking Bank issuing a Card to the bound by the terms of the received and read) and to insuance of such Card to the	d by the Applic Scottabank po- service as out Applicant, who ScottaCard/Ca demnify the Ba Applicant.	ant, (together with an ersonal deposit according to the Scotia Cardholde ank from any claims, I reaches the age of the scotia Cardholde ank from any claims, I reaches the age of the scotia cardholde and the scotia cardholde and from any claims, I reaches the age of the scotia cardholde and the s	a ScotiaCard/Carte Scotia bar electronic signature selected unt(s) through Automated Ba d/Carte Scotia Cardholder Agr /her Application under 16 year of Agreement ("Agreement") (esses or costs incurred by the majority (as defined by applic	by the Applicant, where unking Services and the rement. In return for the irs of age, I agree to be a copy of which I have a Bank resulting from the
Witness				

Transaction Limits

We may establish and change limits, dollar or otherwise, from time to time, on the various transactions which may be available, without prior notice to you. Cumulative limits in effect as of February 2001 are:

- ABM/ABB withdraws/cash advance Emits
 - \$1,000.00 per day/\$3,000.00 per week from your deposit, line of credit, ScotiaLine VISA, ScotiaGold and/or Classic & Scotiabank Value VISA accounts; plus
 - \$1,000.00 cash advance per day/\$3,000.00 per week using your Classic and Scotiabank Value VISA accounts; plus
 - \$2,000.00 cash advance per day/\$5,000.00 per week using your ScotiaGold VISA account and ScotiaLine.
 VISA account
- Direct Payment debit limits
 - \$2,500.00 per day/\$17,500.00 per week
- ABM deposit
 - \$99,999.00 per transaction.
- Internet Banking and Telephone Banking transfer and bill payment limits
 - \$49,999.00 per transaction.
- ABM transfer limit
 - . \$49,999.00 per day

11/15/2004 11:32:36 AM

Trademarks of The Bank of Nova Scotia.



SCOTIACARD= BANKING ACCESS ENROLMENT/MAINTENANCE

Branch Name					Branch Transit No.
SHERWOOD PARK, ALBERTA					90969
		•	. /		
Information About You			-//-		
Customer Name N/A			<i></i>		
Business Name "NPAY INC.			//		
[LD.		LD.			
ScotiaCard set-up/maintenance as	romiest	od hv vou te	MSV		
SCOTIACARD # 453 6056 774 494 907	request	New Car		Existing	Card Y
Card Access Business		CashBar		Authoriz	
Replacement Card #		Reason	7		
Date Lost/Stolen			sonal Mentifi	cation Number	Selected
Pare Prove Marci		1 11 11 11 11			
To use Scotiabanks Telephone Banking Se	rvice ples	sa call 7-800-2	57-1234		
	_				
To obtain your Internet Banking password, I	please visit	www.scotiabar	nk.com or call	1-800-45COTIA	(1-800-472-6842).
Access Profile					
	Number	ABB/ABM	FastCash	TeleScotia*	Scotia Online
Business Account : 90969000	8117	Chequing	Y	03	Y
Money Master for business 390969002	7626	Savings		14	Y
			<u>` </u>	<u> </u>	<u>. </u>
Bill Payment Company Details					
Company Name		Billing Accou	nt Number	į	Bill Code
				i.	
By completing and signing this application,	You a	cknowledge red	eist of the Sc	ofiaCard Cardho	ilder Agreement
you request the services listed and confirm					npanion Booklet
that the information you have given is true				vacy Agreement	
and complete. You request that all				t, or the Busines	
documents relating to the application be drawn up in english.				be bound by the irges where app	
Les parties conviennent et exigent		as you applied		Aces winging abb	
expressement que ce contrat et tous les	OC14100	as you approve			
documents qui s'y rapportent soient					į
redigés en anglais.					-
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N/A			· .	face Tea	-0
*NPAY INC.		Customer Si	gnature 💹	KI OFFI	<u></u>
			سسسير	120	2
		Particulars V	erified by	* 1	W.
			11-2		
Prepared By		Date:	VOV15	,5004	
				•	
()!					

144 CN-36-11 NOOT21111

•							
BEFORE YOU COMPLETE THE FOLL SIGNED BY THE CUSTOMER(S).	OWING, PLEASE ENSURE	THAT TWO COPIES OF THE APPLICATION ARE					
PARENT/GUARDIAN IDENTIFICATION	Y	PARENT/GUARDIAN CARD NO.					
PARENT/GUARDIAN ADDRESS (if diff	isnent from applicant)	- Application of the Control of the					
AGREEMENT OF PARENT/GUARDIAN	N (CHILDREN UNDER 16) FO	OR Scotia Card Carte Scotia BANKING CARD					
Re: The Application of:		signed on:					
	APPLICANTS NAME	DAYMONTHIYEAR					
of	·	am the parent/legal guardism of the applicant.					
NAME OF PARENT/GUARDIAN	ADDRESS						
3 4 4							
Bank issuing a Card to the Applicant, bound by the terms of the ScotiaCard received and read) and to indemnify the issuance of such Card to the Applicant. I agree to be so bound until the applicant he/she ratifies the Agreement by using the card to the satisfies the Agreement by using the card to the satisfies the Agreement by using the card to the card the card to the card t	who is at the time of his/hel L/Carte Scolia Cardholder A Bank from any claims, loss cant reaches the age of maj the Card.	erte Scotia Cardholder Agreement. In return for the Application under 16 years of age, I agree to be greement (Agreement) (a copy of which I have es or costs incurred by the Bank resulting from the only (as defined by applicable provincial law) and					
Nitness Parent/Guardian							
Transaction Limits							
We may establish and change limits, do available, without prior notice to you. Cu		time, on the various transactions which may be February 2001 are:					
ABM/ABB withdrawal/cash advan	ice kinits	•					
 \$1,000.00 per day/\$3,000, and/or Classic & Scottabar 	00 per week from your depos nk Value VISA accounts; plus	sit, line of credit, ScotiaLine VISA, ScotiaGold					
accounts; plus	•	sing your Classic and Scotiabank Value VISA					
 \$2,000.00 cash advance per day/\$5,000.00 per week using your ScotiaGold VISA account and ScotiaLine. VISA account 							
 Direct Payment debit limits \$2,500.00 per day/\$17,500 	1 AA maa waak						
מחבי וופולפה ובל החיחה יישפי יי	I.VU PEL WEEK						

Trademarks of The Bank of Nova Scotia.

\$49,999.00 per day

ABM deposit

ABM transfer limit

" Marque de commerce de La Banque de Nouvelle-Ecosse.

. Internet Banking and Telephone Banking transfer and bill payment limits

• \$99,999.00 per transaction.

\$49,999.00 per transaction.

NOV 23 2005 17:49

Dane 4 and 4

B-FILER INC.
Applicants

- and -

THE BANK OF NOVA SCOTIA Respondent

Court File No. CT 2005-006

COMPETITION TRIBUNAL

AFFIDAVIT OF RYAN WOODROW (Sworn November 24, 2005)

McCarthy Tétrault LLP

Barristers & Solicitors Box 48, Suite 4700 Toronto Dominion Bank Tower Toronto, ON M5K 1E6

F. Paul Morrison LSUC #: 17000P

Tel: (416) 601-7887 Fax (416) 868-0673

Lisa M. Constantine LSUC#: 35064B

Tel: (416) 601-7652 Fax: (416) 868-0673

Solicitors for the Respondent

4048912