

**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.**

Applicants

- and -

**THE BANK OF NOVA SCOTIA**

Respondent

COMPETITION TRIBUNAL TRIBUNAL DE LA CONCURRENCE  <b>FILED / PRODUIT</b> November 28, 2005  CT- 2005-006  Chantal Fortin for / pour REGISTRAR / REGISTRAIRE	
OTTAWA, ONT.	# 0057

**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:**

- 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.

25. 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.

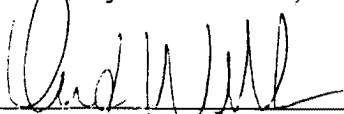
Had I known that Raymond Grace's business enterprise was using customer passwords in this way, I never would have allowed him to open a single account at Scotiabank because this is a clear breach of Scotiabank's Cardholder Agreement with its banking customers. It also raises serious security concerns, 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 24<sup>th</sup> day of November, 2005.

  
A NOTARY PUBLIC IN AND FOR THE  
PROVINCE OF ALBERTA

**DAVID THOMAS WILLIAMS**  
BARRISTER AND SOLICITOR

  
RYAN WOODROW



**Your Request**

Business Account  CAD  USD  New or  Existing Customer  Borrowing

Business Financing  Yes  No Commercial Creditor Life Insurance  Yes  No  Non-Borrowing

How much would you like to borrow?  Overdraft Protection \$ \_\_\_\_\_  For Equipment/Vehicle \$ \_\_\_\_\_

OR  Line of Credit \$ \_\_\_\_\_  Premises Improvement/Other \$ \_\_\_\_\_

Total Amount Requested (Max \$50,000) \$ \_\_\_\_\_

**About Your Business**

Customer Legal Name: B-Flex Trading as: Business Income - GRAY ICS:  Partnership  Sole Proprietorship  Business Entity: 106719 Language: English

Business Address: 9-Midwest Cms City or Town: Sudbourn Park Province: Alberta Postal Code: T8L 5T5

Main Bank: Scotiabank # 70669 Name of Lender: \_\_\_\_\_ Phone No: 750 417-7770 Fax No: \_\_\_\_\_

Name of Business Contact: Ray Grace Title: President Phone No: 750 417-7770 Fax No: \_\_\_\_\_

Is your business involved in any lawsuits or claims?  Yes  No

Does your business owe any federal, provincial or municipal taxes?  Yes  No

Has the business ever filed for bankruptcy or had a judgement against it?  Yes  No

Your signature below certifies that the information about you in this application is accurate and complete and that you agree to the Terms and Conditions under the heading "About Your Business" on the reverse. By signing below you are requesting that this document be drawn up in the English language. En opposant votre signature ci-dessous, vous certifiez que ce document est rédigé en anglais.

Signed and dated this 6<sup>th</sup> day of August, 1999 By: Ray Grace Ray Grace

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_ By: \_\_\_\_\_ \_\_\_\_\_

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_ By: \_\_\_\_\_ \_\_\_\_\_

**About the Business Owner(s)/Officer(s) (Including Principals of Corporation/Sole Owner/Partner/Etc.)**

**1** Mr.  Mrs.  Miss  First Name: Raymond F Middle Name: GRACE Last Name: PRESIDENT Date of Birth: 10/04/1955 Phone Number: 750 454-7744

Name Address: 9-Midwest Cms City or Town: Sudbourn Park Province: Alberta Postal Code: T8L 5T5 New Lang: \_\_\_\_\_

Previous Address (if less than 2 years): \_\_\_\_\_ City or Town: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ New Lang: \_\_\_\_\_

For Bank Use Only: 11 SIN 241-482-603 21 DL # 115490-245

For Business Ownership Since: 1972/09 Social Insurance Number: 241-482-603 Have you ever been involved in a lawsuit, judgement or personal bankruptcy?  Yes  No

**2** Mr.  Mrs.  Miss  First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name Address: \_\_\_\_\_ City or Town: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ New Lang: \_\_\_\_\_

Previous Address (if less than 2 years): \_\_\_\_\_ City or Town: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ New Lang: \_\_\_\_\_

For Bank Use Only: \_\_\_\_\_

For Business Ownership Since: \_\_\_\_\_ Social Insurance Number: \_\_\_\_\_ Have you ever been involved in a lawsuit, judgement or personal bankruptcy?  Yes  No

**3** Mr.  Mrs.  Miss  First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name Address: \_\_\_\_\_ City or Town: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ New Lang: \_\_\_\_\_

Previous Address (if less than 2 years): \_\_\_\_\_ City or Town: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_ New Lang: \_\_\_\_\_

For Bank Use Only: \_\_\_\_\_

For Business Ownership Since: \_\_\_\_\_ Social Insurance Number: \_\_\_\_\_ Have you ever been involved in a lawsuit, judgement or personal bankruptcy?  Yes  No

Your signature below certifies that the information about you in this application is accurate and complete and that you agree to the Terms and Conditions under the heading "About the Business Owner(s)/Officer(s)" on the reverse. By signing below you are requesting that this document be drawn up in the English language. En opposant votre signature ci-dessous, vous certifiez que ce document est rédigé en anglais.

Signed and dated this 6<sup>th</sup> day of August, 1999 By: Ray Grace Ray Grace

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_ By: \_\_\_\_\_ \_\_\_\_\_

THIS IS EXHIBIT "A" REFERRED TO IN THE AFFIDAVIT OF SWORN BEFORE ME THIS 21 DAY OF NOV. A.D. 2005  
 A NOTARY PUBLIC & COMMISSIONER FOR OATHS IN AND FOR THE PROVINCE OF ALBERTA  
 David Thomas Williams  
 Barrister and Solicitor

DAVID THOMAS WILLIAMS  
 BARRISTER AND SOLICITOR

COMPLETE WITH CUSTOMER

STEP 1 - Obtain and record personal identification of business owners and non-owner signing officers on page 1 of the Application.

STEP 2 - The questions in this section are to help you identify and suggest the best services to meet the banking needs of most small businesses. Larger Companies (not checked) will require more detailed analysis.

A) What is the current/planned monthly activity for your account?  
 Deposit Balances (a) 12K  
 Cheques Deposited (b) 1  
 Cheques Written (c) 5  
 Cash/CDs Requirements (d & e) 0

B) Would you prefer:  paying a flat monthly service fee?  
 or  pay as you go?  
 Scottiabusiness Account Plan  
 Basic Current Account

C) How would you like to access your account?  
 Telephone Banking  
 Internet Banking  
 Automated Bank Machines  
 Deposit after hours  
 Branch Service  
 Night Deposit Service  
 Consulted Cash Plan

D) How do/will your customers pay for your products/services?  
 Cheques/Cash  
 Credit/Debit cards  
 Merchant Services

E) Can we help you with?  
 Stationery/Supplies - cheques, business cards, invoices etc.  
 Business Essentials Kit

F) Are you interested in talking to a Business Banking Specialist about?  
 • Electronic Services:  Transfers  Collections  Remittances  
 • Business Advice:  Import/Export  Other  
 • Investments:  Business  Employee Plans  
 Cash Management Specialist  
 Trade Finance Representative  
 PFI

G) Do you belong to any Trade, Sales or Industry Associations?  
 SPP Partner Associations (Specialist Services Manual)  
 Merchant Sponsored Associations  
 Deposit Sales Manual - Commercial Accounts (Merchant Products)

STEP 3 - This section is to be used to identify customers' personal banking requirements.

A) Where do you currently conduct your personal banking? Home at Keston - Main Banker - Quincey Cochrane  
 B) Can we help you now, or when is a good time to have someone contact you regarding:  
 Personal Accounts  Personal Loans/Visa cards  Mortgage  RRSP/Investments

C) How would you like to conduct your personal banking?  
 Telephone/Branche  Deposit after hours  ATM  Branch Service

STEP 4 - Complete the appropriate current account forms as detailed in the chart below.

Forms Required	TYPE OF ACCOUNT (CHECK [X] ONE)			Other	Personal Cheque to [Signature]
	Individual Doing Business with an Employer (Representative)	Partnership	Hybrid/Partnership Company/ Company (SBC)		
131776B Business Personal Services Agreement & Signature Form		<input checked="" type="checkbox"/>			
131776C Banking Application		<input checked="" type="checkbox"/>			
131783B Conditions - Officers, Directors and Signing Authority		<input checked="" type="checkbox"/>			
130112 Signature Card	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
131772D Published list of "Scottiabank Financial Services" <small>(Certificate of Registration/Registration Fee list)</small>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		

STEP 5 - Complete the documentation for any additional services the customer has requested as identified in Step 2 above.

- Scottiabusiness Account Plan (includes SBEs) - Service Request Form 1312111
- Business Essentials Kit - D & H Business Products Order Form/Cheque order form
- Merchant Services - Agreements & Merchant Product Service Request forms (refer Deposits Sales Manual, Merchant Products)
- Night Deposit Service - Service Request Form 1317814
- Application for Creditor Life Insurance - Application form
- Scottiabusiness Electronic Banking (Stand alone) - Service Request Form 1318217
- Consulted Cash Plan - Service Request Form 1317717
- Money Management Services - Service Request Form 1317611 or 1317512
- ScottiConnect Service Request and Pricing Schedule Form 1318519

ADDITIONAL INFORMATION REQUIRED TO OPEN ACCOUNT

CUSTOMER NAME <b>B-Free Inc. 9A Guarantee Against GPM</b>							
<input checked="" type="checkbox"/> CAD	ACCOUNT NO.	DESIGNATION	<input type="checkbox"/> CAD	ACCOUNT NO.	DESIGNATION	<input type="checkbox"/> CAD	ACCOUNT NO.
<input type="checkbox"/> USD	<b>90969 0514311</b>	<b>Canada</b>	<input type="checkbox"/> USD			<input type="checkbox"/> USD	
<input type="checkbox"/> CAD	ACCOUNT NO.	DESIGNATION	<input type="checkbox"/> CAD	ACCOUNT NO.	DESIGNATION	<input type="checkbox"/> CAD	ACCOUNT NO.
<input type="checkbox"/> USD			<input type="checkbox"/> USD			<input type="checkbox"/> USD	

STEP 6 - Obtain the following information for verification and reporting purposes.

A) Complete 1 or 2 (Note: This information is not required for Fraternal Associations, Corporate accounts and First Nations Bands and Tribal Councils.)

ANNUAL SALES (IN DOLLARS ONLY)	<b>\$240,000.00</b>	# OF FTE EMPLOYES (W X L 1)	<b>3</b>
EFFECTIVE DATE OF ANNUAL SALES (YEAR END)	<b>03/1999</b>	# OF FTE EMPLOYES (W X L 2)	<b>0</b>
TOTAL # OF EMPLOYEES - ADD FTE & PFT EMPLOYEES (Round to the nearest full #! NOTE: This total is to be entered in CIS.)		<b>3</b>	

B) Business Registration  No  Yes - Expiry Date **N/A** Name of Province(s): **Alberta**

C) Business I.D. Number: \_\_\_\_\_ D) Fiscal Year End **02/31 245-6464(6)**

E) Customer's Lawyer **DAVE LAYMAN** 1717-9th St SW **Calgary** **403-229-9377 (Ext)**

F) Customer's Accountant **Debbie Towson (Law Partners) Calgary, AB** **267-8995**

STEP 7 - Additional customer information required for CIS & DDA input.

A) List all additional business customers who are linked to this customer for CIS input

<b>N/A</b>	Other Non Personal Customer Relationships to the Company - Non Personal CIS to Non Personal CIS Only
	A. A Wholly Owned Subsidiary/Division of Company
	B. Company has Majority Holdings of Business (>50%)
	C. Company has Minority Holding of Business (<50%)
	D. Company is Partner with Business
	E. Joint Project or Venture
	F. Company is Major Supplier to Business

B) Customer Standard Industrial Code (S.I.C.) \_\_\_\_\_ (Refer to Business Type information on Page 1 when determining Code)

C) Customer Type (If a Corporate Account, ensure appropriate code is input to both CIS & DDA)

Family Enterprise - Annual Sales less than \$500M. Credits or balances less than \$100M.

Independent Business - Annual Sales \$500M - \$5,000M. Credits or balances \$100M - \$1,000M.

Middle Market - Annual Sales greater than \$5,000M. Credits or balances over \$1,000M.

Corporate, Non Real Estate - Non Real Estate customers administered by Corporate Banking.

Corporate, Real Estate - Real Estate customers administered by Corporate Banking.

Fraternal Associations - Clubs, non profit organizations, church groups, lodges, etc.

First Nations Bands & Tribal Councils - First Nations Bands & Tribal Councils.

Aboriginal Business - Aboriginal business on or off the reserve.

D) Special Arrangements (A Non-Standard card (Form 1045415) must be prepared for all Non-Standard arrangements requiring manual processing)

**N/A**

STEP 8 - This section contains customer/account verifications and a certificate for sign off by an Account Manager/Manager

A) Credit Report(s) Received Business:  Branch  LUC Personal:  Branch  LUC  Branch  LUC  Branch  LUC

N/A or Not Req'd  N/A or Not Req'd  N/A or Not Req'd  N/A or Not Req'd

B) Initial Deposit Amount: \$ **100,000** Source **Business Current**

C) Hold Funds Required  Yes - 3 business days or \_\_\_\_\_ No. of BUSINESS days

No, waived

D) Based on documentation provided in Step 4, verify that the information on page 1 in regards to the business structure and owners relationship to the business, is correct

Verified by **[Signature]**

E) General Comments (Includes details of how information was verified. Personal identification must be recorded in application (page 1) for all new accounts and for all existing accounts whenever there is a change in signing officers. Refer Deposit Sales Manual - Business Development)

**Check Current Geo Business Revenue, List As Money Forward P. Account**

F) Account Manager/Manager Certificate

The identification of the signing officers has been verified in accordance with the Proceeds of Crime (Money Laundering) Regulation of Canada.

(If verification is completed by a third party acting for or on behalf of the bank, obtain completed Signatory Identification Form 1288018)

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. Appropriate services have been offered and discussed with the customer.

## 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 Scotiabank, 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 tell you about our products and services and we can give this information to other members of the Scotiabank 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 Summary of Service Charges for Canadian and US Dollar Current Accounts in Canada.

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

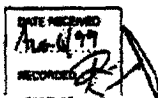
These are the terms and conditions relating to the personal information provided. In this section you and your mean the owner, officer, partner or guarantor providing personal information and we, our and us mean Scotiabank, The Bank of Nova Scotia.

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 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, 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 Banking 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
- authorize 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 Scotiabank Group (where the law allows this) so that they may directly tell you about their products and services.



[www.scotiabank.ca](http://www.scotiabank.ca)



In this form, you and your mean the customer and me, our and us and the Bank mean Scotiabank, The Bank of Nova Scotia.

New service

Change to existing service

**Customer information**

Business Name

GUARANTEED FINANCIAL GROUP - B-FILER INC.

ScotiCard Officer (must be an owner or partner)

RAY GRACE

Existing ScotiCard number (if applicable)

Executive card access

Business  Personal/Business

Telephone number

1 760 417-7770

Mother's maiden name (for telephone banking and internet banking security purposes)

KIGARST

Do you require Deposit ScotiCards?

No  Yes If Yes, how many?

**How the service works**

We will:

- provide you with access to your accounts through self-service banking channels;
- provide you and your related holders with access to Automated Banking Machines (ABM), telephone and internet Banking, and to direct payments subject to the specific access and limits as established by the Card type issued;
- provide you with a brochure, "This Bank is Always Open", which provides additional information regarding access to your accounts through the self-service banking channels;

- provide you with the option of a overdraft line of credit (subject to approval and additional documentation);
  - include in the Scotiabusiness Account Plan, transactions and deposit contents fees, applicable only to your Designated Plan Current Account, and subject to the specified Transaction Limit.
- You will designate a ScotiCard 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;

- sign each ScotiCard Self-Service Banking Access Enrollment/ Maintenance form, take receipt of each Card requested, set up the Personal Identification Number (PIN) and access level and other security features for each Card and deliver the Cards to your related holders of the Cards;
- ensure that ABM deposits do not include any coinage and that envelopes do not exceed 1/2 inch or 1.25 cm in thickness or contain more than 40 items which includes cheques and/or paper currency.

**Service options and fees**

Designated Plan Current Account

Account No.

90989 0014311

ABM Fees/ach

Yes  No

Chequing/Savings/VISA

Chabon

Transaction Limit

20

Is a Line of Credit included?

Yes  No

Does the Account have interest arrangements?

Yes  No

We will debit your Designated Plan Account for fees based on:  Established Prices

**Additional accounts you want to access through self-service banking channels:**

(if you want to access more than 4 accounts please attach a separate sheet of paper)

Code

Account or Loan No.

01 90989 0014311

ABM Fees/ach

Yes  No

Chequing/Savings/VISA

Chabon

02

03

04

**Bills you want to pay through self-service banking channels:**

(if you wish to pay more than 4 bills, please attach a separate sheet of paper)

Code

Bill Company Name

Billing Account Number

01

02

03

04

NOTE: For Bell Canada, use the 16 digit number which appears above the "Amount Paid" box on your bill.

**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 issue a ScotiCard(s) in the name of the person(s) as authorized by the ScotiCard Officer appointed to access your designated Personal and/or Business accounts and agree to be responsible for all transactions initiated by them;

- you agree to immediately advise us if you change your designated ScotiCard Officer from time to time;
- you agree to pay the cost of replacing or repairing any equipment damaged by you or your related holders of the Cards;
- you acknowledge receipt of and agree that the word "personal" in the ScotiCard Cardholder Agreement shall be deemed to mean "personal and business";

- you agree that each ScotiCard issued gives single signing authority form of access to your accounts and that this arrangement represents the banking authority which you require for each holder of a Card;
- you agree that the terms and conditions of the ScotiCard Cardholder Agreement and the Scotiabank Financial Services Agreement govern this service.

DATE RECEIVED  
RECORDED  
APPROVED  
C.D. AUDITOR

Customer signature

*Ray Grace*

Customer signature

Date signed (mm/dd/yyyy)

02/06/2009



Scotiabusiness<sup>SM</sup> Electronic Banking  
Service Request

In this form, you and your representative (the customer and you, our end, and the Bank mean Scotiabank, The Bank of Nova Scotia.

Home Service       Change to existing service

### Customer Information

Business Name: **GARLAND AUSTIN GARY - B. FILER INC.**

Existing ScotiCard number (if applicable)

ScotiCard Officer (must be an owner or partner):  
**KAY GRACE**

Executive card access:

Personal/Business

Telephone number:  
**1 902 473-7770**

Mother's maiden name (for telephone banking and Internet banking security purposes):  
**KENAOY**

Do you require Deposit ScotiCard?  
 No     Yes (If Yes, how many?)

### How the services works

- We will:
- provide you with access to your accounts through self-service banking channels;
  - provide you and your related holders with access to Automated Banking Machines (ABM), telephone and Internet Banking, and to direct payments subject to the specific access and limits as established by the Card type issued;
  - provide you with a brochure, "This Bank is Always Open", which provides additional information regarding access to your accounts through the self-service banking channels.
- You will designate a ScotiCard 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;
  - sign each ScotiCard Self-Service Banking Access Enrollment Maintenance form, take receipt of each Card requested, set up the Personal Identification Number (PIN) and access level and other security features for each Card and deliver the Card(s) to your related holders of the Card(s).
  - ensure that ABM deposits do not include any coinage and that envelopes do not exceed 1/2 inch or 1.25 cm in thickness or contain more than 40 items which includes cheques and/or paper currency.

### Accounts you want to access: (if you want to access more than 4 accounts please attach a separate sheet of paper)

Code	Account or Card No.	ABM Features	Online/Internet/ATM
01	90966 004311		<input checked="" type="checkbox"/>
02			
03			
04			

Bills you want to pay: (if you wish to pay more than 4 bills, please attach a separate sheet of paper)

Code	Bill Company Name	Billing Account Number
01		
02		
03		
04		

NOTE: For Bell Canada, use the 16 digit number which appears above the "Amount Paid" box on your bill.

### Service fees

We will bill:

Account number: **90869 004311**

Your bill will be issued on:

Published Dates     Weekend

### 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 issue a ScotiCard(s) in the name of the person(s) as authorized by the ScotiCard Officer appointed to access your designated Personal and/or Business accounts and agree to be responsible for all transactions initiated by them;

- you agree to immediately advise us if you change your designated ScotiCard Officer from time to time;
- you agree to pay the cost of replacing or repairing any equipment damaged by you or your related holders of the Card(s);
- you acknowledge receipt of and agree that the word "personal" in the ScotiCard Cardholder Agreement shall be deemed to mean "personal and business";

- you agree that each ScotiCard issued gives single signing authority form of access to your accounts and that this arrangement requires the banking authority which you require for each holder of a Card;
- you agree that the terms and conditions of the ScotiCard Cardholder Agreement and the Scotiabank Financial Services Agreement govern this service.



Customer signature: *Kay Grace*

Date signed (month/day/year): **08/01/2009**

Customer signature: *Kay Grace*

Date signed (month/day/year): **08/01/2009**

For Internal BNS Use Only

BUSINESS CUSTOMER NAME

B-Floor Inc. CIA GUARANTEED PAYMENT GPAY

CashBack limits give small business customers access to "uncleared funds" from ABM deposits prior to branch staff reviewing the contents of deposit envelopes. This provides ease of operation for the customer but represents a "contingent risk" exposure to the Bank. CashBack is a daily limit attached to the Individual ScotiaCard. Branch managers/account managers may reduce the suggested CashBack limit based on their knowledge of the customer relationship.

- Step 1** The following statements must be true in order for the customer to be considered for CashBack:
- ✓ All accounts operate satisfactorily
  - ✓ No NSF cheques in past year or since account opened if less than one year
  - ✓ No Watch List or Classified Loans
  - ✓ No unusual chargeback activity

**EXECUTIVE SCOTIACARD** Note: For Personal/Business ScotiaCard, CashBack limit applies to personal and business deposits.

**Step 2** For Commercial Borrowers (if non-borrower proceed to step 3):

Record size of customer's average deposit: \$ \_\_\_\_\_  
(Determine from representative 3 months current account statements) (ROUND TO NEAREST THOUSAND)

Provide a CashBack limit based on the size of the customer's average deposit, up to a maximum of \$15,000<sup>1</sup>. Authorized credits must be IG coded 80 or better and all payments of principal and interest must be up to date.

**Step 3** For Commercial Non-Borrowers:

Record size of customer's total monthly deposit volume: \$ 10K  
(Determine from representative 3 months current account statements) (ROUND TO NEAREST THOUSAND)

Check CIS for Customer Risk Indicator (CRI) on each owner/partner. If a CRI is not available for any owners or partners, obtain a personal Beacon credit score using the Scotiabusiness CashBack Credit Bureau Request<sup>1</sup> form. Using the lowest CRI or Beacon score and the customer's monthly deposit volume, provide Cashback<sup>2</sup> on the basis of the following table:

CUSTOMER RISK INDICATOR (FROM CIS)	BEACON SCORE RANGE	ALLOWABLE CASHBACK	MAXIMUM CASHBACK <sup>3</sup>	
		% OF MONTHLY DEPOSITS	MONTHLY DEPOSITS UP TO \$50,000	MONTHLY DEPOSITS OVER \$50,000
A	720 - 815	30%	\$7,500	\$15,000 <sup>2</sup>
B	659 - 719	20%	\$5,000	\$10,000 <sup>2</sup>
C <sup>4</sup>	696 - 658	10%	\$2,500	\$5,000

- Notes: 1. Ensure customer signs the form unless authorization to obtain credit bureau is already on file.  
2. If the owner does not score (if multiple owners/partners - more than one owner or partner does not score), CashBack may not be granted until one full year of satisfactory operation.  
3. Maximum CashBack \$9,900 pending system enhancement in 1998.  
4. New customers scoring "C" may not be provided CashBack until one full year satisfactory operation.

Executive ScotiaCard CashBack Limit \$ 250K

**DEPOSIT SCOTIACARD**

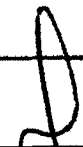
Business customers may request a Deposit ScotiaCard in order for company employee(s) to make deposits on behalf of the company. It is expected that small business customers will rarely need more than one Deposit ScotiaCard. Accordingly, the following guidelines will apply:

- Deposit ScotiaCard(s) may be issued for small business customers at the manager/account manager's discretion.
- CashBack 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 ScotiaCard CashBack Limit

\$ \_\_\_\_\_

  
\_\_\_\_\_  
PREPARED BY

  
\_\_\_\_\_  
AUTHORIZED BY

Aug 6, 1997  
\_\_\_\_\_  
DATE

(TUMBLE)



LN42  
CBUR

CO

CRPT 3 XLN CREDIT BUREAU REPORT  
2 OF 201

MS 501 ACTION SUCCESSFUL

99/07/09 16.11.22

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

\*GRACE, RAYMOND, F., HELENE  
MAR-S, BDS-10/04/55, ...

DA-9, HIGHVALE CRES, SHPA, AB, T8A5J7, SINCE 06/98, S.  
FA-307, 18 AVE NW, DLGA, AB, T2M0V4, SINCE 06/99, S.  
FE-, 9 HIGHVALE CRES, SHPA, AB, T8A5J7, SINCE 05/98, I.

\*INDE-SUBJECT SHOWS 3 INQUIRIES SINCE 07/98

06/25/97 602BB00630 CIBC (780) 429-7600  
06/23/99 481BB97135 BANK OF MONTREAL  
09/30/98 481DN01752 MBNA (888) 876-6262

08/05/98 601DN01091 ROYAL BANK VISA 05/21/98 602FS00060 LAURENTIAN BANK  
08/14/98 653FS05711 CANADA TRUST 03/09/98 602BB20525 BANK OF MONTREAL  
02/24/98 481BBS2931 TRIMARK TRUST 02/23/98 481BBS2931 TRIMARK TRUST  
07/11/97 602BE20525 BANK OF MONTREAL 05/20/97 481DN00861 AMER EXPRESS  
03/26/97 610BB00671 BANK OF MONTREAL 12/18/96 481BBS9814 TI SECURITIES INC  
10/02/96 481DC05299 WARDS 09/19/96 602BB04335 BANK OF MONTREAL  
1999/07/09 14:09

LN4E  
CBUR

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CRPT 3 XLN CREDIT BUREAU REPORT  
2 OF 201

MS 501 ACTION SUCCESSFUL

99/07/09 16.12.24

85-COLLECTION OFFICER, CREDITEL EQUIFAX CANADA, CALGARY, AB, ... ..  
86-COLLECTOR, EQUIFAX, ... ..  
82-COLLECTOR, PROFESSIONAL CREDIT ADJ, ... ..

SUMMARY 10/92-07/99, PR-00, FE-N, TR-15, P/C#1500-039X, 01-ZERO, 14-DNES.

\* BUS/ID CODE RPTD OPND H/C TRMS BAL P/D RT 20/50 '90 MR LAST

01 AMERICAN EXPRESS I

\*450CN40683 07/99 06/97 1500 0000 0000 R1 00 00 00 17 03/99  
ACCOUNT NUMBER: 3735476706700.

02 BEARS I

\*650DD00016 07/99 01/96 2300 0000 0000 R1 01 00 00 35 06/99  
ACCOUNT NUMBER: 281815329770004 PREV HI RATES: R2 01/97.  
AMOUNT IN H/C COLUMN IS CREDIT LIMIT  
ACCOUNT PAID

03 BANK OF MONTREAL

\*481BBS97135 05/99 03/99 5000 0525 5000 0000 10 00 00 00  
1999/07/09 14:10



ACCOUNT NUMBER: 20002862518.

4 BANK OF MONTREAL M C

\*6500N00051 06/99 10/92 3900 2137 0000 R1 04 00 00 72 05/99  
ACCOUNT NUMBER: 191230026457722 PREV HI RATES: R2 12/93.  
AMOUNT IN H/C COLUMN IS CREDIT LIMIT

5 MBNA CANADA BANK I

\*6500N40914 06/99 10/98 7500 0156 7831 0000 R1 00 00 00 07 04/99

66 BANK OF MONTREAL

\*4219897135 06/99 09/93 020K 018K 0000 R1 00 00 00 12 05/99 ✓  
ACCOUNT NUMBER: 200005268006289.  
PERSONAL LINE OF CREDIT

7 CIBC PREMIER VISA

\*6500N00598 05/99 11/95 9000 3265 0000 R1 00 00 00 09 05/99  
AMOUNT IN H/C COLUMN IS CREDIT LIMIT

8 CEDAN FUTURE (780) 990-2416 I

\*650HT00058 05/99 10/98 4000 0000 R1 00 00 00 06 05/99  
1999/07/09 14:11

ACCOUNT NUMBER: 04238926787848.  
AMOUNT IN H/C COLUMN IS CREDIT LIMIT

9 CIBC PREMIER VISA

\*6500N00598 08/98 11/95 9000 3576 0000 R1 00 00 00 24 09/98  
AMOUNT IN H/C COLUMN IS CREDIT LIMIT

10 BANK OF MONTREAL (403) 234-3844

\*0078B00171 06/98 09/93 020K 018K 0000 R1 01 00 00 18 05/98  
ACCOUNT NUMBER: 52605268006229.  
PERSONAL LINE OF CREDIT

*Same*

11 BANK OF MONTREAL (780) 428-7390

\*6028B04418 02/98 09/97 039K 1183 3252 0000 11 00 00 00 05 05/98  
ACCOUNT NUMBER: 142165986.

12 BANK OF MONTREAL (780) 441-6523

\*6025B00069 08/97 10/96 028K 0860 0000 11 00 00 00 09 08/97  
ACCOUNT NUMBER: 25322077247.

13 LAURENTIAN BANK (416) 947-5100 I

999/07/09 14:12

LN42  
CEUR

00

2 OF 201

CRPT 3 XLN CREDIT BUREAU REPORT

MS 501 ACTION SUCCESSFUL

99/07/09 15.13.14

\*4818920903 09/97 02/97 2500 0214 0000 0000 11 00 00 00 07 09/97  
ACCOUNT NUMBER: 247069601601.

14 BANK OF MONTREAL (403) 234-3844  
\*007BB00171 02/96 08/95 013K 0337 0000 0000 11 00 00 00 02 02/96  
ACCOUNT NUMBER: 5262026561.

15 BANK OF MONTREAL (403) 234-3844  
\*007BB00171 08/96 03/96 032K 0260 0000 11 00 00 00 01 08/96  
ACCOUNT NUMBER: 5262027463.

FI-IND 02/04/99,INTLUSA 4013822640,CAPITAL 1  
\*\*\*\*\* END OF REPORT 1 OF 1 \*\*\*\*\*

1999/07/09 14:13

JULY 9, 1999.

LAURIE BENSON - BORN - 408-0408

OPEN CSC 1998 2 Accounts.

NET AMT OF ACTIVITY, AMT RUN AS ACCESS.



---

# Financial Services Agreement

THIS IS EXHIBIT B REFERRED TO IN THE AFFIDAVIT OF  
Ryan Woodrow  
SWORN BEFORE ME THIS 24 DAY OF Nov. A.D. 2005  
David Williams  
A NOTARY PUBLIC, A COMMISSIONER FOR OATHS  
IN AND FOR THE PROVINCE OF ALBERTA

DAVID THOMAS WILLIAMS  
BARRISTER AND SOLICITOR

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

## Scotiabank Financial Services Agreement

You and your mean the customer who signs the Scotiabank Financial Services Agreement Signature Form.  
We, our, and us mean Scotiabank, The Bank of Nova Scotia.

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## **1 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 carry out instructions.

**1.2** When you sign the Scotiabank Financial 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 obligations 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 (but not the limited partners of a 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.

**1.4** If the customer consists of more than one individual or entity, each individual or entity will be jointly and severally responsible for your obligations.

## **2 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.

**2.3** You authorize us to record any telephone or other verbal communication.

**2.4** You agree 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 legal or other proceedings.

**2.5** We are not obliged to act on 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.

## **3 Your account obligations**

**3.1** 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, signatures, 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 detect:

- theft of funds
- forged, fraudulent and unauthorized instructions and electronic transfer of funds
- losses due to fraud or unauthorized access to the service.

## **4 Your payment obligations**

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

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

4.2 We may process your payment instructions and any changes to your account in any order convenient to us. Where more than one instruction is presented for payment on your account, the order of processing may affect whether an instruction is honoured if there are insufficient cleared funds in the account.

4.3 You acknowledge that we must clear instructions using a clearing system and are bound by the rules of any clearing system we use, including rules for endorsement of instructions, identity of payee and the time for final settlement. These rules affect our ability to honour your requests to cancel instructions and the procedures we must follow to send your instructions and clear funds for you.

4.4 We reserve the right to clear and transfer instructions by whatever method we choose, whether they are drawn on your account or negotiated by you. You grant us sufficient time to settle all instructions. You acknowledge that we may delay crediting your account until we receive the cleared funds for the instruction.

4.5 If we can not charge a payment, fee or expense to your account, or if we ask you to, you must immediately pay us any amounts you are 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 monthly or as we may otherwise require.

4.6 We may at any time refuse to honour an instruction for any proper or lawful reason, including garnishment, a trust provision or an instruction which would overdraw your account or increase the overdraft in it. We retain this right even if we have previously chosen not to exercise it.

4.7 You authorize us to change the following to any of your accounts, even if they are not specifically designed for the instruction or service:

- the amount you ask us to pay in any instruction
- the amount of any instruction we have paid to you or credited to your account and for which we do not receive settlement for any reason (including fraud, loss or endorsement error) together with all related costs
- payment of any amount you owe us, including fees, charges, costs and expenses.

4.8 If an instruction on your account requires settlement in a currency other than the currency of the account, we may sell to you or purchase from you the amount of the other currency required to send your instruction. The sale or purchase will be at our customer rate of exchange in effect at the time. Any costs for the exchange will be added to the sale amount payable by you or deducted from the purchase amount otherwise payable to you. We will charge the resulting total sale amount or credit the resulting net purchase amount to your account.

## **5 Cancellation of instructions (stop payments)**

5.1 We may treat all instructions as final when given to us.

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 instruction.

5.3 When you cancel an instruction (which includes a stop payment), you must follow the procedures set out in any service materials and any form which we give you. You must also communicate the cancellation to us in writing or by electronic communication (if permitted) before final settlement. You acknowledge we must follow any applicable clearing system rules and that may affect our ability to cancel an instruction.

5.4 If you cancel an instruction, we will not be obliged to hold the funds or return the funds to you unless:

- we are able to have the instruction stopped and the cleared funds are returned to us, and
- the service materials specify a procedure for you to cancel instructions and you correctly followed that procedure.

## **9 Your obligations in using our services**

### **9.1 You must:**

- submit a service request in advance for each service you wish to receive or change under this agreement
- promptly give us any information we request in the service request or when providing the service
- change initial security access codes, if applicable.

**9.2** 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 software must meet our requirements and specifications for the service we are providing. All purchase, installation and maintenance costs will be at your expense.

**9.3** We may, if we choose, specify security procedures for a service, which you must follow. You agree to keep any keys, access codes, security devices and verification procedures safe and confidential, and change them at least as often as the service materials specify. We may establish a routine to verify the source and authenticity of instructions you give us and may verify an instruction before acting on it. We may act on instructions that contain the verification module without checking authenticity.

**9.4** For all service materials, including software, we give you you agree:

- we and any lessee or licensee will retain all ownership rights, including any copyright
- you will not disassemble or reverse engineer the software
- you will not copy, remove, modify, transfer, adapt or translate the service materials without our consent
- when 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 so. If a service we provide involves accepting and processing unendorsed third party cheques, we may do so. You will reimburse us for any amount we cannot

collect as a result of a problem in clearing an unendorsed third party cheque.

**9.6** 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 request.

## **10 Our service obligations**

**10.1** After your service request has been received by us, and we agree to provide the 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, passwords 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 governed by this agreement and the applicable service request and service material. In providing you with any service, we will meet reasonable and usual standards for the provision of similar services by other service providers.

## **11 Fees and charges**

**11.1** You agree to pay the fees, charges and interest promptly when due, as set out in any applicable fee schedule, service request or statement relating to your account. You also agree to pay all taxes we must collect on the products and services we provide.

**11.2** We may change any of our fees, charges or interest rates. If we do, we will give you notice at least 30 days before they go into effect, either through a written or electronic notice or by posting a notice in our branches.

**11.3** We will advise you of fees, charges and interest we deduct from your accounts.

**11.4** You agree to pay us for any out-of-pocket or other expenses we incur at your request or in the course of providing a service to you. Those expenses include communication charges, transmission charges and transportation or delivery charges incurred by us.



**6.5** You are responsible for any cost of a correction.

### **G Instructions through third parties**

**6.1** We may set on your instructions and provide services through third parties of our choice, including payment or clearing services, counterparties and electronic data processing service bureaus. We may choose the method of communication with the third party for the service provided.

### **F Verifying your accounts**

**7.1** We will periodically provide you with statements 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 there 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 statement is correct
- all amounts charged to your account are valid
- you are not entitled to be credited with any amount not shown on your statement
- you have verified the validity of any instructions
- the use of any service shown is correct.

**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, even if the instruction charged to your account was forged, unauthorized or fraudulent.

**7.4** We will tell you in the service materials or a notice if the nature of any service requires more frequent statements, exchange of information, reports or verification than described generally for the account. The account verification conditions described above will apply regardless of the reporting frequency, but the time period will be the one

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

**7.5** We will mail your statements if account in 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 5 days after the mailing date, for all purposes, including the 30 day period to review the statement and withdraw of any error.

### **G The services we provide and how you access them**

**8.1** This agreement applies to any service which we list in our "Published list of Scotiabank Financial Services" from time to time, and which you access under this agreement by your signing a service request. If the service is listed in our published list of "Scotiabank Financial Services" at any time the agreement will be subject to this agreement, even if the service request form does not specifically say so.

**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 service.

**8.3** 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, user 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 any service. If we do, we will give you notice at least 30 days before making any changes, either through a written or electronic notice or by posting a notice in our branches.

## **12** 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 to be made by this agreement.

12.5 If any service is cancelled, you will return to us in good condition any keys, equipment and service materials which we have provided to you regarding the service.

## **13** 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 failure 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 failing to perform a service properly, our liability will not be more than the direct cost to you of any loss of funds you suffered. This loss will be calculated from the time we should have made the funds available to you until the time we did make them available, or until you should reasonably have discovered their loss, whichever is earlier.

13.3 Under no circumstances will we be liable for any indirect damage or damages that are a consequence of a loss.

## **14** Indemnity agreement

14.1 You agree to:

- release us from liability
- indemnify and hold us harmless and
- compensate both us and any third party providing services or settling instructions for any loss, damage, payment, legal expense (based on the solicitor's fees charged to us) and other cost, as may be applicable, resulting from:
  - any service performed or refused;
  - any instruction honoured, processed, negotiated, settled, 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 if a claim arises for which you have agreed to indemnify us. We will each cooperate in dealing with this claim, but any costs will be at your expense. You may defend a claim before making a payment to settle it, as long as we are satisfied this will not cause us to be exposed to further loss.

## **15** Waivers

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.

## **16 Notices**

**16.1** We may give you any notices under this agreement by any means of written or electronic 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. If we both post 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 particular account to the branch where you have the account.

## **17 This agreement**

**17.1** You acknowledge that we have made no promise, representation, warranty or agreement except as described in this agreement. This agreement, any service request approved by us 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 or 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 request or service materials relating to any instruction or services. However, we retain all our rights under any law respecting loans, set-off, deposits and banking matters even if they are not described in this agreement.

## **18 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.

## **19 Governing law**

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

## **20 Language**

**20.1** All parties have asked to have this agreement and all related documents drawn up and executed in English. Les parties exigent que cette convention et tous documents qui s'y rattachent soient rédigés en anglais.



SCOTIABANK FINANCIAL SERVICES AGREEMENT SIGNATURE FORM

0000000000

In this form, you and your means the customer and we, our and us and the Bank means Scotiabank, The Bank of Nova Scotia.

Customer Legal Name \_\_\_\_\_

Business/Trading Style \_\_\_\_\_ (if applicable)

By signing this form, you understand and agree that you are bound by the terms and conditions of the Scotiabank Financial Services Agreement and agree they will apply to your accounts with us, and any of the financial services listed in the Published list of "Scotiabank Financial Services" for which you may apply now and in the future. You acknowledge you have been given and read a copy of the Scotiabank Financial Services Agreement and had the opportunity to ask any questions which you had about the agreement. You have signed this Signature Form for valuable consideration and knowing you are agreeing to the obligations of the Scotiabank Financial Services Agreement.

By signing this form, you certify the following are authorized to give instructions for your account and the services in the number and combination as specified below:

FOR PARTNERSHIPS AND ACCOUNTS WITH JOINT PARTICIPANTS ONLY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Scotiabank will provide specific financial services as outlined in the Scotiabank Financial Services Agreement.

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Branch/Address: \_\_\_\_\_

DATE RECEIVED \_\_\_\_\_  
RECORDED \_\_\_\_\_  
APPROVED \_\_\_\_\_  
S.A. AUDITOR \_\_\_\_\_

1217210 (01/98)

BRANCH

### Business Account - Branch Certification (Internal Use Only)

Date: 2004/11/12

Business Legal Name: NPAY INC.  
Trading Ac:

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

2) What is the current/planned monthly activity for the account?

Account Number 80969 00074 12

Average Account Balance	\$100,000	Average Deposit Amount	\$10,000
Cash Deposited	\$0	Cheques Deposited	\$0
Other Deposits eg. Merchant	\$0	No. of Cheques Deposited	0
No. of Cheques Written	0	Percent of Internet/ Telephone/Mail Order Sales	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 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 Account without a credit bureau report, documentation is on file (i.e. screen print of CR1 from CIS profile) to support the approval. Other existing account number(s) \_\_\_\_\_

5)  Photocopy of ID on file.

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

2. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

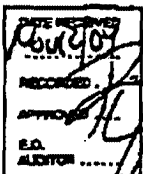
1. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

2. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

2. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID



E 0148 (10/03)

Relationship Manager Code: 20

Authorized Branch Signature

**Business Account - Confirmation**



**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



A large, stylized handwritten signature in black ink.

A large, stylized handwritten signature in black ink.

### 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 activity 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. Merchant	\$0	No. of Cheques Deposited	0
No. of Cheques Written	0	Percent of Internet/ Telephone/Mail Order Sales	0%

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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 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) \_\_\_\_\_

5)  Photocopy of ID on file.

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2. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

2. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

DATE RECEIVED	Nov 23 2005
RECORDED	
APPROVED	
E.G. ALLOTOR	

Relationship Manager Code: 20

*[Signature]*  
Authorized Branch Signature

**Business Account - Confirmation**



**Business Account Open - Confirmation**

Business Name: NPAY INC.  
Account Type: Basic Business Account  
Business Account#: 90969 00081 17

Additional Services

Cheque Order

Open Money Master for business

Open Business Account

Enquire if Customer is interested in Merchant Services



A large, stylized handwritten signature in black ink, consisting of a large loop and a horizontal stroke.



### 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 activity for the account?

Account Number 90969 00081 17

Average Account Balance	\$100,000	Average Deposit Amount	\$10,000
Cash Deposited	\$0	Cheques Deposited	\$0
Other Deposits eg. Merchant	\$0	No. of Cheques Deposited	0
No. of Cheques Written	0	Percent of Internet/ Telephone/Mail Order Sales	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 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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Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

2. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

DATE RECEIVED	_____
RECORDED	_____
APPROVED	_____
C.S. AUDITOR	_____

E 8148 (10/03)

Relationship Manager Code: 20

*[Signature]*  
Authorized 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 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: 90969 Branch: SHERWOOD PARK, ALBERTA Date: November 12, 2004

#### Information About the Business Customer

Business Established: 12/2000

Business Legal Name: NPAY INC.

Trading As:

Address: 9 HIGHVALE CR  
SHERWOOD PARK, Alberta T8A 5J7 Canada

Phone: (780) 716-2597

No. of Owners/Partners: 0

Annual Sales/Revenue:

#### Account Type / Account Package

Name of Account/Service	Account No.*	Transaction Volume Limit	Full-Service/ Self-Service
Basic Business Account	90969 00074 12		
*We will debit this account for fees based on Published Prices			

Name of ScotiaCard Officer:

#### Electronic Banking for business™ (Standalone Service)

We will debit Account No. 90969 00074 12 for fees\* based on Published Prices

\* monthly fee waived with Account Plan for business™

#### 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 disclosure of information in the section titled About The Business Customer;
- confirms receipt of the Business Accounts - Your Guide to Fees and Interest Schedules booklet;
- authorizes us to provide the business customer with the services which the business customer has selected as indicated above;
- 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 exige que cette Demande d'adhésion et les documents y afférents soient rédigés en anglais.

KAY GRACE / President  
Print Name and Title

[Signature]  
Signature

Nov 12 / 2004  
Date

YVES GRACE / Sec / Trans  
Print Name and Title

[Signature]  
Signature

Nov 12 / 2004  
Date

WILLIAM GROSS / Manager  
Print Name and Title

[Signature]  
Signature

Nov 12 / 2004  
Date

E 1040 (1/00)

1 - CUSTOMER COPY 2 - BRANCH COPY

Trademark of The Bank of Nova Scotia



**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: 90969 Branch: SHERWOOD PARK, ALBERTA Date: November 12, 2004

**Information About the Business Customer**

Business Established: 12/2000

Business Legal Name: NPAY INC.

Trading Ac:

Address: 8 HIGHVALE CR  
SHERWOOD PARK, Alberta T8A 5J7 Canada

Phone: (780) 716-2597

No. of Owners/Partners: 0

Annual Sales/Revenue:

**Account Type / Account Package**

Name of Account/Service	Account No.*	Transaction Volume Limit	Full-Service/ Self-Service
Basic Business Account	90969 00079 19		
*We will debit this account for fees based on Published Prices			

Name of ScotiaCard Officer:

**Electronic Banking for business™ (Standalone Service)**

We will debit Account No. 90969 00079 19 for fees<sup>†</sup> based on Published Prices

<sup>†</sup> monthly fee waived with Account Plan for business™

**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 disclosure of information in the section titled About The Business Customer;
- confirms receipt of the Business Accounts - Your Guide to Fees and Interest Schedules booklet;
- authorizes us to provide the business customer with the services which the business customer has selected as indicated above;
- 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 exige que cette Demande d'activation et les documents y afférents soient rédigés en anglais.

Ray Grace / President  
Print Name and Title

Ray Grace  
Signature

Nov 12 / 2004  
Date

Ray Grace / Sec / Trans.  
Print Name and Title

Ray Grace  
Signature

Nov 12 / 2004  
Date

William Adams / Manager  
Print Name and Title

William Adams  
Signature

Nov 12 / 2004  
Date



### 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: 90969 Branch: SHERWOOD PARK, ALBERTA Date: November 12, 2004

#### Information About the Business Customer

Business Established: 12/2000

Business Legal Name: NPAY INC.

Trading As:

Address: 9 HIGHVALE CR  
SHERWOOD PARK, Alberta T8A 5J7 Canada

Phone: (780) 716-2587

No. of Owners/Partners: 0

Annual Sales/Revenue:

#### Account Type / Account Package

Name of Account/Service	Account No.*	Transaction Volume Limit	Full-Service/ Self-Service
Basic Business Account	90969 00081 17		
*We will debit this account for fees based on Published Prices			

Name of ScotiaCard Officer:

#### Electronic Banking for business™ (Standalone Service)

We will debit Account No. 90969 00081 17 for fees\* based on Published Prices

\* monthly fee waived with Account Plan for business™

#### 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 disclosure of information in the section titled About The Business Customer;
- confirms receipt of the Business Accounts - Your Guide to Fees and Interest Schedules booklet;
- authorizes us to provide the business customer with the services which the business customer has selected as indicated above;
- 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 exige que cette Demande d'adhésion et les documents y afférents soient rédigés en anglais.

RAY GRACE / President  
Print Name and Title

[Signature]  
Signature

Nov 12/2004  
Date

KEVIN GRACE / Sec / Treas.  
Print Name and Title

[Signature]  
Signature

Nov 12/2004  
Date

WILLIAM CHASE / Manager  
Print Name and Title

[Signature]  
Signature

Nov 12/2004  
Date

E 01506 (10/03)

1 - CUSTOMER COPY 2 - BRANCH COPY

\*Trademark of The Bank of Nova Scotia.

BANKING RESOLUTION

- We, our and us mean NPAY INC.

(FULL LEGAL NAME)

which carries on all or part of its business under the trading name(s):

(IF APPLICABLE)

You and your mean Scotiabank, The Bank of Nova Scotia.

Resolved that:

1. We appoint you as our banker and agree to the terms set out in the Scotiabank Financial Services Agreement, or where applicable, the Scotiabank Financial Services Agreement section of the Business Banking Services Agreement.

Raymond Grace

Helene Grace

William Eadie

2. Any One of the following persons are authorized to sign and deliver the Scotiabank Financial Services Agreement, any service requests and any other banking agreements with you:

President

STATE TITLES  
RATHER THAN  
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 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

MANAGER

STATE TITLES  
RATHER THAN  
NAMES

DELETE FOR  
MUNICIPALITIES,  
SCHOOL BOARDS,  
OR  
UNINCORPORATED  
ASSOCIATIONS

4. 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, and the combination of those persons required, to borrow money from you on our credit from time to time in the amounts 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.

President

STATE TITLES  
RATHER THAN  
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.

CERTIFICATE

By 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 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 Scotia Companies) in compliance with all applicable legislation and continues in effect.

DELETE IF  
UNINCORPORATED

Raymond Grace

NAME OF AUTHORIZED DIRECTOR OR OFFICER OR MEMBER

Helene Grace

NAME OF AUTHORIZED DIRECTOR OR OFFICER OR MEMBER

NAME OF MEMBER OTHER THAN MEMBERS  
AUTHORIZED TO SIGN FOR THE ORGANIZATION

11/12/2004

DATE (MM/DD/YYYY)

SIGNATURE

SIGNATURE

SIGNATURE

FOR  
UNINCORPORATED  
ASSOCIATIONS

RECEIVED  
11/12/2004

RECORDED

APPROVED

E.G.  
AUDITOR

151713 (1/02)

**CERTIFICATE - OFFICERS, DIRECTORS  
& SIGNING AUTHORITIES**

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

THE UNDERSIGNED, on behalf of NPAY INC.

(FULL LEGAL NAME)

(the "Company") certify that the following persons are officers of the Company:

Raymond Grace

President

Helene Grace

Secretary/Treasurer

STATE  
NAMES  
& TITLES

and the following persons are the directors of the Company:

Raymond Grace

Helene Grace

and certify that any of the following persons in the combinations specified, if applicable have been authorized to give instructions, verifications and approvals on behalf of the Company from time to time:

Raymond Grace

President

William Eade

*W. EADE*

STATE  
NAMES  
& TITLES

and certify that any of the following persons in the combinations specified, if applicable have been authorized to borrow money from The Bank of Nova Scotia (the "Bank") on the credit of the Company from time to time in the amount and on the terms that these persons determine and to grant security to the Bank over any of the property of the Company:

Raymond Grace

President

DELETE FOR  
MUNICIPALITIES,  
SCHOOL BOARDS,  
OR  
UNINCORPORATED  
ASSOCIATIONS

STATE  
NAMES  
& TITLES

The undersigned undertake to notify the Bank of any change in the directors or officers of the Company, or the authorizations certified above and, until the Bank receives such written notice, you may assume there has been no change in the information certified above.

DATE RECEIVED	<i>11/12/04</i>
RECORDED	<i>[initials]</i>
APPROVED	<i>[initials]</i>
E.D. AUDITOR	

Nov 12 2004

DATE (MM/DD/YYYY)

*Ray Grace*  
\_\_\_\_\_  
SIGNATURE

*Helene Grace*  
\_\_\_\_\_  
SIGNATURE

1312510 (8/01)



Industrie Canada

**Certificate  
of Incorporation**

**Certificat  
de constitution**

**Canada Business  
Corporations Act**

**Loi canadienne sur  
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 vertu de la *Loi canadienne sur les sociétés par actions*.

Director - Directeur

December 6, 2000 / le 6 décembre 2000

Date of Incorporation - Date de constitution

**Canada**

Mar. 8. 2005 08:21:42 CSRS . ASS 0783.204-8100

# Alberta 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  
 Legal Entity Name: NPAY INC.

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	Postal Code
	9 HIGHVALE CRES	SHERWOOD PARK	ALBERTA	T8A 5J7

### Head Office Address:

Street: 9 HIGHVALE CRES  
 City: SHERWOOD PARK  
 Province: ALBERTA  
 Postal Code: T8A 5J7



2004/12/15 08:37PM 2005 / 408 1768-6478-125

**Directors:**

**Last Name:** GRACE  
**First Name:** RAYMOND  
**Middle Name:** F.  
**Street/Box Number:** 9 HIGHVALE CRES  
**City:** SHERWOOD PARK  
**Province:** ALBERTA  
**Postal Code:** T8A 5J7

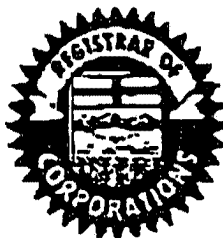
**Last Name:** GRACE  
**First Name:** HELENE  
**Middle Name:** J.  
**Street/Box Number:** 9 HIGHVALE CRES  
**City:** SHERWOOD PARK  
**Province:** ALBERTA  
**Postal Code:** T8A 5J7

**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:

<u>NAME</u>	<u>TITLE</u>
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.

**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 attached 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:

<u>SUBSCRIBER</u>	<u>NUMBER AND CLASS OF SHARES</u>	<u>CERT. #</u>
Ray Grace	75 Class "A"	1A
Helene J. Grace	25 Class "A"	2A

- 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. Laidlaw, 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. Grace

**RESOLUTIONS IN WRITING OF THE SHAREHOLDERS OF  
NPAY INC.**

**1. CONFIRMATION OF BY-LAWS**

1(a) 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.

1(b) 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.

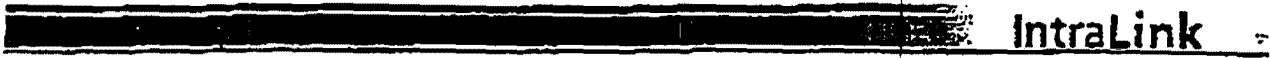
The foregoing resolutions are hereby consented to by all of the shareholders entitled to vote at a meeting of shareholders of NPAY INC., pursuant to the Canada Business Corporations Act, as evidenced by their signatures below, effective the 6th day of December, 2000.

\_\_\_\_\_  
Ray Grace

\_\_\_\_\_  
Helene J. Grace



Money Master for business - Confirmation



Money Master for business - Confirmation

Business Name: NPAY INC.

Account # 90989 00114 2B

Additional Services

Open Money Master for business

Open Business Account

Done

**Business Account - Branch Certification**  
(Internal Use Only)

Date: 2004/1/15

Business Legal Name: NPAY INC.  
Trading Ac:

1) Nature of Business: Internet B2B Payment Company

2) What is the current/planned monthly activity for the account?  
Account Number 90969 00114 28

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	N/A	Percent of Inmate/ Telephone/ 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 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 in file, complete in all respects and apply to the new account.

4) 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 numbers: \_\_\_\_\_

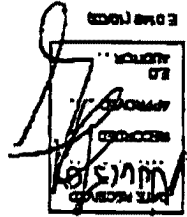
5)  Photocopy of ID on file.

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

Name: _____	Date of Birth: _____	REFERENCE NUMBER _____	PLACE OF ISSUE OF ID _____	TYPE OF IDENTIFICATION _____	1.
Name: _____	Date of Birth: _____	REFERENCE NUMBER _____	PLACE OF ISSUE OF ID _____	TYPE OF IDENTIFICATION _____	1.
Name: _____	Date of Birth: _____	REFERENCE NUMBER _____	PLACE OF ISSUE OF ID _____	TYPE OF IDENTIFICATION _____	2.
Name: _____	Date of Birth: _____	REFERENCE NUMBER _____	PLACE OF ISSUE OF ID _____	TYPE OF IDENTIFICATION _____	1.
Name: _____	Date of Birth: _____	REFERENCE NUMBER _____	PLACE OF ISSUE OF ID _____	TYPE OF IDENTIFICATION _____	2.
Name: _____	Date of Birth: _____	REFERENCE NUMBER _____	PLACE OF ISSUE OF ID _____	TYPE OF IDENTIFICATION _____	1.
Name: _____	Date of Birth: _____	REFERENCE NUMBER _____	PLACE OF ISSUE OF ID _____	TYPE OF IDENTIFICATION _____	2.

Relationship Manager Code: N/A

Authorized Branch Signature



*[Handwritten 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 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: 90969 Branch: SHERWOOD PARK, 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 T8A 5J7 Canada

Phone: (780) 716-2597

No. of Owners/Partners: 1

Annual Sales/Revenue:

#### Account Type / Account Package

Name of Account/Service	Account No. *
Money Master for business™	90969 00114 28
*We will debit this account for fees based on Published Prices	

Name of ScotiaCard 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, 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 disclosure of information in the section titled About The Business Customer;
- confirms receipt of the Business Accounts - Your Guide to Fees and Interest Schedules booklet;
- authorizes us to provide the business customer with the services which the business customer has selected as indicated above;
- 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 exige que cette Demande (traduction et les documents y afférents) soient rédigés en anglais.

R. J. G. / President  
Print Name and Title

Signature

Nov 15/2004  
Date

Print Name and Title

Signature

Date

Print Name and Title

Signature

Date

1 - CUSTOMER COPY 2 - BRANCH COPY

Trademark of The Bank of Nova Scotia.





## SCOTIACARD™ BANKING ACCESS ENROLMENT/MAINTENANCE

**Branch Name**  
SHERWOOD PARK, ALBERTA

**Branch Transit No.**  
90969

**Information About You**

<b>Customer Name</b> N/A	
<b>Business Name</b> *NPAY INC.	
<b>ID.</b>	<b>ID.</b>

**ScotiaCard set-up/maintenance as requested by you today**

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

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

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

**Access Profile**

Type of Account	Account Number	ABB/ABM	FastCash	TeleScotia™	Scotia Online™
Business Account	909690007412	Chequing	Y	01	Y
Money Master for business	909690011428	Savings		02	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 expressément que ce contrat et tous les documents qui s'y rapportent soient rédigés 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.

Customer Signature: 

Particulars Verified: 

Prepared By: 

Date: Nov 15 / 2004

**BEFORE YOU COMPLETE THE FOLLOWING, PLEASE ENSURE THAT TWO COPIES OF THE APPLICATION ARE SIGNED BY THE CUSTOMER(S).**

**PARENT/GUARDIAN IDENTIFICATION**

**PARENT/GUARDIAN CARD NO.**

**PARENT/GUARDIAN ADDRESS (if different from applicant)**

**AGREEMENT OF PARENT/GUARDIAN (CHILDREN UNDER 16) FOR ScotiaCard™/Carte Scotia™ BANKING CARD**

Re: The Application of: \_\_\_\_\_ signed on: \_\_\_\_\_  
APPLICANT'S NAME DAY/MONTH/YEAR

\_\_\_\_\_ of \_\_\_\_\_ am the parent/legal guardian of the applicant.  
NAME OF PARENT/GUARDIAN ADDRESS

I hereby request The Bank of Nova Scotia (the "Bank") to issue a ScotiaCard/Carte Scotia banking card ("Card") in the Applicant's name, to be used by the Applicant, (together with an electronic signature selected by the Applicant, where required) to access his/her Scotiabank personal deposit account(s) through Automated Banking Services and the Bank's Any Branch Banking service as outlined in the ScotiaCard/Carte Scotia Cardholder Agreement. In return for the Bank issuing a Card to the Applicant, who is at the time of his/her Application under 16 years of age, I agree to be bound by the terms of the ScotiaCard/Carte Scotia Cardholder Agreement ("Agreement") (a copy of which I have received and read) and to indemnify the Bank from any claims, losses or costs incurred by the Bank resulting from the issuance of such Card to the Applicant.

I agree to be so bound until the applicant reaches the age of majority (as defined by applicable provincial law) and he/she ratifies the Agreement by using the Card.

\_\_\_\_\_  
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
  - \$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 Nova Scotia.

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

### 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 90963 00178 25

Average Account Balance	\$100,000	Average Deposit Amount	\$5,000
Cash Deposited	50	Cheques Deposited	50
Other Deposits eg. Merchant	N/A	No. of Cheques Deposited	0
No. of Cheques Written	N/A	Percent of Internal/ 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 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.

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

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

2. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

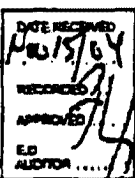
1. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

2. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

2. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID



E Form (10/03)

Relationship Manager Code: N/A

*[Signature]*  
Authorized 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 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: 90969 Branch: SHERWOOD PARK, 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 T8A 5J7 Canada

Phone: (780) 716-2597

No. of Owners/Partners: 1

Annual Sales/Revenue:

#### Account Type / Account Package

Name of Account/Service	Account No.*
Money Master for business™	90969 00178 25
*We will debit this account for fees based on Published Prices	

Name of ScotiaCard 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, 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 disclosure of information in the section titled About The Business Customer;
- confirms receipt of the Business Accounts - Your Guide to Fees and Interest Schedules booklet;
- authorizes us to provide the business customer with the services which the business customer has selected as indicated above;
- 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 exige que cette Demande d'adhésion et les documents y afférents soient rédigés en anglais.

RAY GRACE (President)  
Print Name and Title

Ray Grace  
Signature

Nov 15/04  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E 018a (10/03)

1 - CUSTOMER COPY 2 - BRANCH COPY

\*Attachment of The Bank of Nova Scotia

4

### 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 00178 25
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	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 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.

4) 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) \_\_\_\_\_

5)  Photocopy of ID on file.

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

2. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

2. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

2. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID



E 0148 (10/03)

Relationship Manager Code: N/A

*[Signature]*  
Authorized 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 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: 90969 Branch: SHERWOOD PARK, ALBERTA Date: November 15, 2004

#### Information About the Business Customer

Business Established: 12/2000

Business Legal Name: NPAY INC.

Trading Ac:

Address: 9 HIGHVALE CR  
SHERWOOD PARK, Alberta T8A 5J7 Canada

Phone: (780) 716-2587

No. of Owners/Partners: 1

Annual Sales/Revenue:

#### Account Type / Account Package

Name of Account/Service	Account No.*
Money Master for business™	90969 00178 25
*We will debit this account for fees based on Published Prices	

Name of ScotiaCard 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 the 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 disclosure of information in the section titled About The Business Customer;
- confirms receipt of the Business Accounts - Your Guide to Fees and Interest Schedules booklet;
- authorizes us to provide the business customer with the services which the business customer has selected as indicated above;
- 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 exige que cette Demande d'adhésion et les documents y afférents soient rédigés en anglais.

Ray Grace, President  
Print Name and Title

Ray Grace  
Signature

Nov 15/04  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E 0130e (10/03)

1 - CUSTOMER COPY 2 - BRANCH COPY

\*Member of The Bank of Nova Scotia.



**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.	I.D.

**ScotiaCard set-up/maintenance as requested by you today**

SCOTIACARD # 453 6056 774 494 402	New Card	Y	Existing Card	N
Card Access	Business	CashBack	\$0.00	Authorized by:
Replacement Card #	Reason			
Date Lost/Stolen	PIN (Personal Identification Number) Selected			

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

To obtain your Internet Banking password, please visit [www.scotiabank.com](http://www.scotiabank.com) or call 1-800-4SCOTIA (1-800-472-5842).

**Access Profile**

Type of Account	Account Number	ABB/ABM	FastCash	TeleScotia™	Scotia Online™
Business Account	909690007412	Other	Y	09	Y
Business Account	909690007919	Chequing		01	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		06	Y
Money Master for business	909690016985	Other		07	Y
Money Master for business	909690017825	Other		08	Y

**Bill Payment Company Details**

Company Name	Billing Account Number	Bill Code

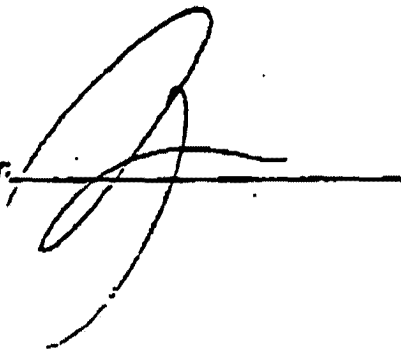
By completing and signing this application, you request the services listed and confirm that the information you have given is true and complete. You request that all documents relating to the application be drawn up in english.

Les parties conviennent et exigent expressément que ce contrat et tous les documents qui s'y rapportent soient rédigés 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: \_\_\_\_\_

Nov 15 04



**BEFORE YOU COMPLETE THE FOLLOWING, PLEASE ENSURE THAT TWO COPIES OF THE APPLICATION ARE SIGNED BY THE CUSTOMER(S).**

PARENT/GUARDIAN IDENTIFICATION

PARENT/GUARDIAN CARD NO.

PARENT/GUARDIAN ADDRESS (if different from applicant)

**AGREEMENT OF PARENT/GUARDIAN (CHILDREN UNDER 16) FOR ScotiaCard™/Carte Scotia™ BANKING CARD**

Re: The Application of \_\_\_\_\_ signed on: \_\_\_\_\_  
APPLICANT'S NAME DAY/MONTH/YEAR

\_\_\_\_\_ of \_\_\_\_\_ am the parent/legal guardian of the applicant.  
NAME OF PARENT/GUARDIAN ADDRESS

I hereby request The Bank of Nova Scotia (the "Bank") to issue a ScotiaCard/Carte Scotia banking card ("Card") in the Applicant's name, to be used by the Applicant, (together with an electronic signature selected by the Applicant, where required) to access his/her Scotiabank personal deposit account(s) through Automated Banking Services and the Bank's Any Branch Banking service as outlined in the ScotiaCard/Carte Scotia Cardholder Agreement. In return for the Bank issuing a Card to the Applicant, who is at the time of his/her Application under 16 years of age, I agree to be bound by the terms of the ScotiaCard/Carte Scotia Cardholder Agreement ("Agreement") (a copy of which I have received and read) and to indemnify the Bank from any claims, losses or costs incurred by the Bank resulting from the issuance of such Card to the Applicant.

I agree to be so bound until the applicant reaches the age of majority (as defined by applicable provincial law) and he/she ratifies the Agreement by using the Card.

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Parent/Guardian

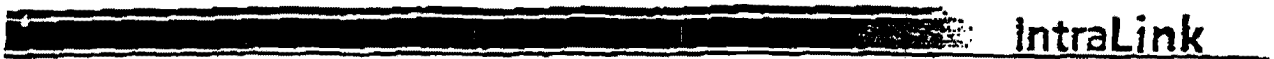
**Transaction Limits**

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
  - \$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 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 0004S 83

Additional Services

Open Money Master for business

Open Business Account

Done

NOV 23 2005 10:55:14 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 activity for the account?

Account Number 90969 00043 83

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	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 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.

4) 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) \_\_\_\_\_

5)  Photocopy of ID on file.

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

2. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

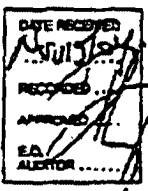
1. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

2. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

2. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_



Relationship Manager Code: N/A

*[Signature]*  
Authorized 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 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: 90969 Branch: SHERWOOD PARK, 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 T8A 5J7 Canada

Phone: (780) 716-2597

No. of Owners/Partners: 0

Annual Sales/Revenue:

#### Account Type / Account Package

Name of Account/Service	Account No.™
Money Master for business™	90969 00088 85
*We will debit this account for fees based on Published Prices	

Name of ScotiaCard 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, 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 disclosure of information in the section titled About The Business Customer;
- confirms receipt of the Business Accounts - Your Guide to Fees and Interest Schedules booklet;
- authorizes us to provide the business customer with the services which the business customer has selected as indicated above;
- 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 exige que cette Demande d'adhésion et les documents y afférents soient rédigés en anglais.

Print Name and Title

Signature

Nov 15 2004  
Date

Print Name and Title

Signature

Date

Print Name and Title

Signature

Date

BRANCH COPY

™Trademark of The Bank of Nova Scotia.



## SCOTIACARD<sup>SM</sup> BANKING ACCESS ENROLMENT/MAINTENANCE

**Branch Name**  
SHERWOOD PARK, ALBERTA

**Branch Transit No.**  
90969

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

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

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

**Access Profile**

Type of Account	Account Number	ABBI/ABM	FastCash	TeleScotia <sup>SM</sup>	Scotia Online <sup>SM</sup>
Business Account	909690007412	Chequing	Y	01	Y
Money Master for business	909690004383	Savings		02	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 expressément que ce contrat et tous les documents qui s'y rapportent soient rédigés 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: \_\_\_\_\_

Nov 15 2004

**BEFORE YOU COMPLETE THE FOLLOWING, PLEASE ENSURE THAT TWO COPIES OF THE APPLICATION ARE SIGNED BY THE CUSTOMER(S).**

PARENT/GUARDIAN IDENTIFICATION

PARENT/GUARDIAN CARD NO.

PARENT/GUARDIAN ADDRESS (if different from applicant)

**AGREEMENT OF PARENT/GUARDIAN (CHILDREN UNDER 16) FOR ScotiaCard™/Carte Scotia™ BANKING CARD**

Re: The Application of:

signed on:

APPLICANT'S NAME

DAY/MONTH/YEAR

of

am the parent/legal guardian of the applicant.

NAME OF PARENT/GUARDIAN

ADDRESS

I hereby request The Bank of Nova Scotia (the "Bank") to issue a ScotiaCard/Carte Scotia banking card ("Card") in the Applicant's name, to be used by the Applicant, (together with an electronic signature selected by the Applicant, where required) to access his/her Scotiabank personal deposit account(s) through Automated Banking Services and the Bank's Any Branch Banking service as outlined in the ScotiaCard/Carte Scotia Cardholder Agreement. In return for the Bank issuing a Card to the Applicant, who is at the time of his/her Application under 15 years of age, I agree to be bound by the terms of the ScotiaCard/Carte Scotia Cardholder Agreement ("Agreement") (a copy of which I have received and read) and to indemnify the Bank from any claims, losses or costs incurred by the Bank resulting from the issuance of such Card to the Applicant.

I agree to be so bound until the applicant reaches the age of majority (as defined by applicable provincial law) and he/she ratifies the Agreement by using the Card.

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/ABE 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
  - \$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 Nova Scotia.

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



### 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: 90969 Branch: SHERWOOD PARK, 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 T8A 5J7 Canada

Phone: (780) 716-2597

No. of Owners/Partners: 0

Annual Sales/Revenue:

#### Account Type / Account Package

Name of Account/Service	Account No.*
Money Master for business™	90969 00088 85
*We will debit this account for fees based on Published Prices	

Name of ScotiaCard 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, 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 disclosure of information in the section titled About The Business Customer;
- confirms receipt of the Business Accounts - Your Guide to Fees and Interest Schedules booklet;
- authorizes us to provide the business customer with the services which the business customer has selected as indicated above;
- 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 exige que cette Demande d'adhésion et les documents y afférents soient rédigés en anglais.

*[Handwritten Signature]*  
Print Name and Title

*[Handwritten Signature]*  
Signature

*[Handwritten Date: Nov 15/04]*  
Date

Print Name and Title

Signature

Date

Print Name and Title

Signature

Date

ENB04 (10/03)

1 - CUSTOMER COPY 2 - BRANCH COPY

\*Trademark of The Bank of Nova Scotia.

*[Handwritten mark]*



# 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.	I.D.

### ScotiaCard set-up/maintenance as requested by you today

SCOTIACARD #	453 6056 774 494 303	New Card	Y	Existing Card	N
Card Access	Business	CashBack	\$0.00	Authorized by:	
Replacement Card #		Reason			
Date Lost/Stolen		PIN (Personal Identification Number) Selected			

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

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

### Access Profile

Type of Account	Account Number	ABB/ABM	FastCash	TeleScotia™	Scotia Online™
Business Account	: 909690007412	Chequing	Y	01	Y
Money Master for business	: 909690008885	Savings		05	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 expressément que ce contrat et tous les documents qui s'y rapportent soient rédigés 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.

Customer Signature:

Particulars Verified by:

Prepared By:

Date: - Nov 15, 2004

41650004 11:00:50 AM



**BEFORE YOU COMPLETE THE FOLLOWING, PLEASE ENSURE THAT TWO COPIES OF THE APPLICATION ARE SIGNED BY THE CUSTOMER(S).**

<b>PARENT/GUARDIAN IDENTIFICATION</b>	<b>PARENT/GUARDIAN CARD NO.</b>
---------------------------------------	---------------------------------

<b>PARENT/GUARDIAN ADDRESS (if different from applicant)</b>	
--	--

**AGREEMENT OF PARENT/GUARDIAN (CHILDREN UNDER 16) FOR ScotiaCard™/Carte Scotia™ BANKING CARD**

Re: The Application of: \_\_\_\_\_ signed on: \_\_\_\_\_  
APPLICANT'S NAME DAY/MONTH/YEAR

\_\_\_\_\_ of \_\_\_\_\_ am the parent/legal guardian of the applicant.  
NAME OF PARENT/GUARDIAN ADDRESS

I hereby request The Bank of Nova Scotia (the "Bank") to issue a ScotiaCard/Carte Scotia banking card ("Card") in the Applicant's name, to be used by the Applicant, (together with an electronic signature selected by the Applicant, where required) to access his/her Scotiabank personal deposit account(s) through Automated Banking Services and the Bank's Any Branch Banking service as outlined in the ScotiaCard/Carte Scotia Cardholder Agreement. In return for the Bank issuing a Card to the Applicant, who is at the time of his/her Application under 16 years of age, I agree to be bound by the terms of the ScotiaCard/Carte Scotia Cardholder Agreement ("Agreement") (a copy of which I have received and read) and to indemnify the Bank from any claims, losses or costs incurred by the Bank resulting from the issuance of such Card to the Applicant.

I agree to be so bound until the applicant reaches the age of majority (as defined by applicable provincial law) and he/she ratifies the Agreement by using the Card.

\_\_\_\_\_  
 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
  - \$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**
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- **Internet Banking and Telephone Banking transfer and bill payment limits**
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- **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



## Money Master for business - Confirmation

Business Name: \*NPAY INC.

Account # 90969 00202 22

### Additional Services

Open Money Master for business

Open Business Account

Done

11/23/05 11:19:44 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 activity for the account? Account Number 90969 00202 22

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	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 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.

4) 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) \_\_\_\_\_

5)  Photocopy of ID on file.

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

2. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

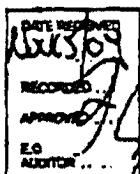
1. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

2. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

2. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_



Relationship Manager Code: N/A

*[Handwritten Signature]*  
Authorized Branch Signature

E 0140 (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	New Card	Y	Existing Card	N
Card Access	Business	CashBack	\$0.00	Authorized by:	
Replacement Card #		Reason			
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](http://www.scotiabank.com) or call 1-800-4SCOTIA (1-800-472-6842).

### Access Profile

Type of Account	Account Number	ABB/ABM	FastCash	TeleScotia™	Scotia Online™
Business Account	909690007412	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		07	Y
Money Master for business	909690016985	Other		08	Y
Money Master for business	909690017825	Other		09	Y
Money Master for business	909690020222	Savings		10	Y

### Bill Payment Company Details

Company Name	Billing Account Number	Bill Code

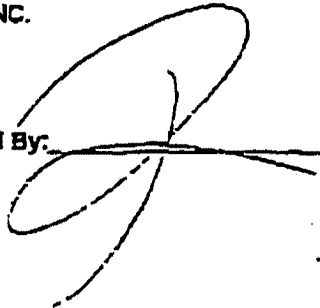
11/23/05 11:10:40 AM

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

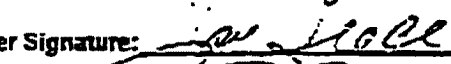
You acknowledge receipt of the ScotiaCard Cardholder Agreement and, where applicable the Day-to-Day Banking Companion Booklet including the Scotiabank Group Privacy Agreement and Telephone/Fax Banking Agreement, or the Business Banking Services Agreement and agree to be bound by these agreements. You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

Nov 17 2004

**BEFORE YOU COMPLETE THE FOLLOWING, PLEASE ENSURE THAT TWO COPIES OF THE APPLICATION ARE SIGNED BY THE CUSTOMER(S).**

**PARENT/GUARDIAN IDENTIFICATION** \_\_\_\_\_ **PARENT/GUARDIAN CARD NO.** \_\_\_\_\_

**PARENT/GUARDIAN ADDRESS (if different from applicant)** \_\_\_\_\_

**AGREEMENT OF PARENT/GUARDIAN (CHILDREN UNDER 16) FOR ScotiaCard™/Carte Scotia<sup>SM</sup> BANKING CARD**

Re: The Application of: \_\_\_\_\_ signed on: \_\_\_\_\_  
APPLICANT'S NAME DAY/MONTH/YEAR

\_\_\_\_\_ of \_\_\_\_\_ am the parent/legal guardian of the applicant.  
NAME OF PARENT/GUARDIAN ADDRESS

I hereby request The Bank of Nova Scotia (the "Bank") to issue a ScotiaCard/Carte Scotia banking card ("Card") in the Applicant's name, to be used by the Applicant, (together with an electronic signature selected by the Applicant, where required) to access his/her Scotiabank personal deposit account(s) through Automated Banking Services and the Bank's Any Branch Banking service as outlined in the ScotiaCard/Carte Scotia Cardholder Agreement. In return for the Bank issuing a Card to the Applicant, who is at the time of his/her Application under 16 years of age, I agree to be bound by the terms of the ScotiaCard/Carte Scotia Cardholder Agreement ("Agreement") (a copy of which I have received and read) and to indemnify the Bank from any claims, losses or costs incurred by the Bank resulting from the issuance of such Card to the Applicant.

I agree to be so bound until the applicant reaches the age of majority (as defined by applicable provincial law) and he/she ratifies the Agreement by using the Card.

\_\_\_\_\_  
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
  - \$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 Nova Scotia.  
® Marque de commerce de La Banque de Nouvelle-Ecosse.

Money Master for business - Confirmation



Money Master for business - Confirmation

Business Name: NPAY INC.

Account # 90969 00142 22

Additional Services

Open Money Master for business

Open Business Account

Done

A large, stylized handwritten signature in black ink.

### Business Account - Branch Certification (Internal Use Only)

Date: 2004/11/15

Business Legal Name: NPAY INC.  
Trading As:

1) Nature of Business: Internal Bill Payment Company

2) What is the current/planned monthly activity for the account?

Account Number 90969 00142 22

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	N/A	Percent of Internal/ 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 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.

4) 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) \_\_\_\_\_

5)  Photocopy of ID on file.

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

2. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

2. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

2. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

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

E 0148 (10/02)

Relationship Manager Code: N/A

*[Handwritten Signature]*  
Authorized Branch Signature



1 - CUSTOMER COPY 2 - BRANCH COPY

Signature of The Bank of Nova Scotia

Print Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title Raymond Heston Signature [Signature] Date Nov 15 2004

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 disclosure of information in the section titled About The Business Customer;
- confirms receipt of the Business Accounts - Your Guide to Fees and Interest Schedules booklet;
- authorizes us to provide the business customer with the services which the business customer has indicated above;

we authorize us to issue ScotiaCard(s) as requested by the ScotiaCard Officer named above;

requests that the Service Request and all related documents be drawn up in the English language. Le client exige que cette Demande d'adhésion en français et en anglais.

**YOUR SIGNATURE:**

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

**Service & Account Features**

Electronic Banking for business™ (Standard Service) Monthly fee waived with Money Master for business™

Name of ScotiaCard Officer	
We will debit this account for fees based on Published Prices	
Money Master for business™	90966 00142 22
Name of Account/Service	Account No.™

Branch: SHERWOOD PARK ALBERTA      Transit 90969      Date: November 15, 2004

Information About the Business Customer      Business Legal Name: NPAY INC.      Business Established: 12/2000

Trading As:      Address: 9 HIGHVALE CR      SHERWOOD PARK, ALBERTA T8A 5J7 Canada      Phone: (780) 716-2597

Account Type / Account Package      No. of Owners/Partners: 1      Annual Sales/Revenue:

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.

**Scotiabank™ Business Account - Service Request**



# 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.	
LD.	LD.

### ScotiaCard set-up/maintenance as requested by you today

SCOTIACARD # 453 6056 774 484 105	New Card Y	Existing Card N
Card Access Business	CashBack \$0.00	Authorized by:
Replacement Card #	Reason	
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](http://www.scotiabank.com) or call 1-800-4SCOTIA (1-800-472-6842).

### Access Profile

Type of Account	Account Number	ABB/ABM	FastCash	TeleScotia™	Scotia Online™
Business Account	90969007412	Chequing	Y	01	Y
Money Master for business	909690014222	Savings		02	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 expressément que ce contrat et tous les documents qui s'y rapportent soient rédigés 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:

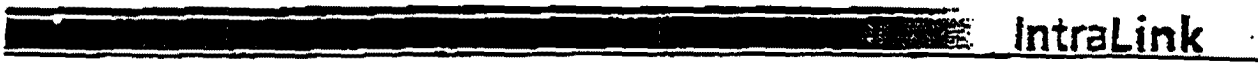
Particulars Verified by:

Date:

Nov 15/2004



Money Master for business - Confirmation



Money Master for business - Confirmation

Business Name: NPAY INC.

Account # 90569 00169 85

Additional Services

Open Money Master for business

Open Business Account

Done

### Business Account - Branch Certification (Internal Use Only)

Date: 2004/11/5

Business Legal Name: NIPAY INC.  
Trading As:

1) Nature of Business: Internal Bill Payment Company

2) What is the current/planned monthly activity for the account? Account Number: 90965 00169 85

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 Withdn	N/A	Percent of Internal/Telephone/Atl 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 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 Designation 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 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)

5)  Photocopy of ID on file  
 Photocopy of ID is on file. The original ID reviewed is recorded below.

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

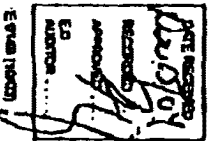
1. TYPE OF IDENTIFICATION: 1. Driver's License REFERENCE NUMBER: \_\_\_\_\_ PLACE OF ISSUE OF ID: \_\_\_\_\_

2. TYPE OF IDENTIFICATION: \_\_\_\_\_ REFERENCE NUMBER: \_\_\_\_\_ PLACE OF ISSUE OF ID: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION: \_\_\_\_\_ REFERENCE NUMBER: \_\_\_\_\_ PLACE OF ISSUE OF ID: \_\_\_\_\_

2. TYPE OF IDENTIFICATION: \_\_\_\_\_ REFERENCE NUMBER: \_\_\_\_\_ PLACE OF ISSUE OF ID: \_\_\_\_\_



Relationship Manager Code: N/A  
 Authorized Branch Signature: \_\_\_\_\_  
 (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 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: 90969 Branch: SHERWOOD PARK, ALBERTA Date: November 15, 2004

**Information About the Business Customer**

Business Established: 12/2000

Business Legal Name: NPAY INC.

Trading Ac:

Address: 9 HIGHVALE CR  
SHERWOOD PARK, Alberta T8A 5J7 Canada

Phone: (780) 716-2597

No. of Owners/Partners: 0

Annual Sales/Revenue:

**Account Type / Account Package**

Name of Account/Service	Account No.™
Money Master for business™	90969 00169 85
*We will debit this account for fees based on Published Prices	

Name of ScotiaCard 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 transaction 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, 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 disclosure of information in the section titled About The Business Customer;
- confirms receipt of the Business Accounts - Your Guide to Fees and Interest Schedules booklet;
- authorizes us to provide the business customer with the services which the business customer has selected as indicated above;
- 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 exige que cette Demande d'adhésion et les documents y afférents soient rédigés en anglais.

*Kay Greer / President*  
Print Name and Title

*Kay Greer*  
Signature

Nov 15 / 04  
Date

Print Name and Title

Signature

Date

Print Name and Title

Signature

Date

6 01306 (10/02)

1 - CUSTOMER COPY 2 - BRANCH COPY

™Trademark of The Bank of Nova Scotia.



# 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.	I.D.

### ScotiaCard set-up/maintenance as requested by you today

SCOTIACARD #	453 6056 774 494 006	New Card	Y	Existing Card	N
Card Access	Business	CashBack	\$0.00	Authorized by:	
Replacement Card #		Reason			
Date Lost/Stolen		PIN (Personal Identification Number) Selected			

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

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

### Access Profile

Type of Account	Account Number	ABB/ABM	FastCash	TeleScotia™	Scotia Online™
Business Account	909690007412	Chequing	Y	01	Y
Money Master for business	909690016985	Savings		02	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 expressément que ce contrat et tous les documents qui s'y rapportent soient rédigés 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.

Customer Signature:

Particulars Verified by:

Date:

Prepared By:

441457004 11-09-05 AM

BEFORE YOU COMPLETE THE FOLLOWING, PLEASE ENSURE THAT TWO COPIES OF THE APPLICATION ARE SIGNED BY THE CUSTOMER(S).

PARENT/GUARDIAN IDENTIFICATION

PARENT/GUARDIAN CARD NO.

PARENT/GUARDIAN ADDRESS (if different from applicant)

AGREEMENT OF PARENT/GUARDIAN (CHILDREN UNDER 16) FOR ScotiaCard™/Carte Scotia™ BANKING CARD

Re: The Application of \_\_\_\_\_ signed on: \_\_\_\_\_
APPLICANT'S NAME DAY/MONTH/YEAR
NAME OF PARENT/GUARDIAN ADDRESS am the parent/legal guardian of the applicant.

I hereby request The Bank of Nova Scotia (the "Bank") to issue a ScotiaCard/Carte Scotia banking card ("Card") in the Applicant's name, to be used by the Applicant, (together with an electronic signature selected by the Applicant, where required) to access his/her Scotiabank personal deposit account(s) through Automated Banking Services and the Bank's Any Branch Banking service as outlined in the ScotiaCard/Carte Scotia Cardholder Agreement. In return for the Bank issuing a Card to the Applicant, who is at the time of his/her Application under 16 years of age, I agree to be bound by the terms of the ScotiaCard/Carte Scotia Cardholder Agreement ("Agreement") (a copy of which I have received and read) and to indemnify the Bank from any claims, losses or costs incurred by the Bank resulting from the issuance of such Card to the Applicant.

I agree to be so bound until the applicant reaches the age of majority (as defined by applicable provincial law) and he/she ratifies the Agreement by using the Card.

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
• \$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

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



Money Master for business - Confirmation



Money Master for business - Confirmation

Business Name: NPAY INC.

Account # 90969 00254 29

Additional Services

Open Money Master for business

Open Business Account

Done

A large, stylized handwritten signature in black ink.

### 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 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	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 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.

4) 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) \_\_\_\_\_

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

2. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

2. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

2. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_



E 6148 (10/03)

Relationship Manager Code: N/A

*[Signature]*  
Authorized 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 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: 90969 Branch: SHERWOOD PARK, 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 T8A 5J7 Canada

Phone: (780) 716-2597

No. of Owners/Partners: 1

Annual Sales/Revenue:

#### Account Type / Account Package

Name of Account/Service	Account No.*
Money Master for business™	90969 00254 29
*We will debit this account for fees based on Published Prices	

Name of ScotiaCard 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, 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 disclosure of information in the section titled About The Business Customer;
- confirms receipt of the Business Accounts - Your Guide to Fees and Interest Schedules booklet;
- authorizes us to provide the business customer with the services which the business customer has selected as indicated above;
- 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 exige que cette Demande d'adhésion et ses documents y afférents soient rédigés en anglais.

RATNER / Partner  
Print Name and Title

[Signature]  
Signature

Nov 15 / 04  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E 0150r (10/03)

1 - CUSTOMER COPY 2 - BRANCH COPY

\*Trademark of The Bank of Nova Scotia



# 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.	I.D.

### ScotiaCard set-up/maintenance as requested by you today

SCOTIACARD # 453 6056 774 484 808	New Card Y	Existing Card N
Card Access Business	CashBack \$0.00	Authorized by:
Replacement Card #	Reason	
Date Lost/Stolen	PIN (Personal Identification Number) Selected	

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

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

### Access Profile

Type of Account	Account Number	ABB/ABM	FastCash	TeleScotia™	Scotia Online™
Business Account	809690007412	Other	Y	01	Y
Business Account	909690007918	Chequing		02	Y
Business Account	809690008117	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	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	Other		12	Y
Money Master for business	909690025429	Savings		13	Y

### Bill Payment Company Details

Company Name	Billing Account Number	Bill Code

11/15/2004 11:29:05 AM

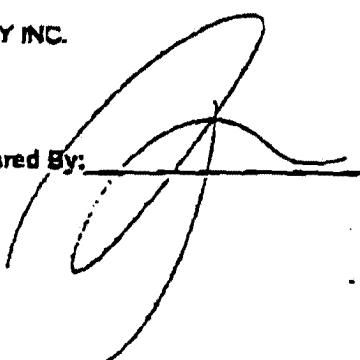
By completing and signing this application, you request the services listed and confirm that the information you have given is true and complete. You request that all documents relating to the application be drawn up in english.

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

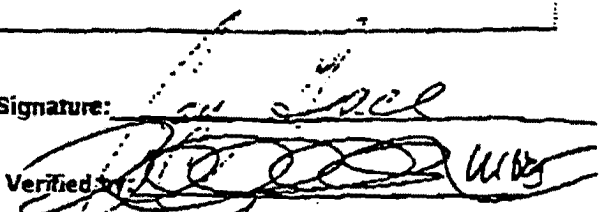
You acknowledge receipt of the ScotiaCard Cardholder Agreement and, where applicable the Day-to-Day Banking Companion Booklet including the Scotiabank Group Privacy Agreement and Telephone/Fax Banking Agreement, or the Business Banking Services Agreement and agree to be bound by these agreements. You 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: \_\_\_\_\_

Nov 15/2004

**BEFORE YOU COMPLETE THE FOLLOWING, PLEASE ENSURE THAT TWO COPIES OF THE APPLICATION ARE SIGNED BY THE CUSTOMER(S).**

**PARENT/GUARDIAN IDENTIFICATION**

**PARENT/GUARDIAN CARD NO.**

**PARENT/GUARDIAN ADDRESS (if different from applicant)**

**AGREEMENT OF PARENT/GUARDIAN (CHILDREN UNDER 16) FOR ScotiaCard™/Carte Scotia™ BANKING CARD**

Re: The Application of: \_\_\_\_\_ signed on: \_\_\_\_\_  
APPLICANT'S NAME DAY/MONTH/YEAR

\_\_\_\_\_ of \_\_\_\_\_ am the parent/legal guardian of the applicant.  
NAME OF PARENT/GUARDIAN ADDRESS

I hereby request The Bank of Nova Scotia (the "Bank") to issue a ScotiaCard/Carte Scotia banking card ("Card") in the Applicant's name, to be used by the Applicant, (together with an electronic signature selected by the Applicant, where required) to access his/her Scotiabank personal deposit account(s) through Automated Banking Services and the Bank's Any Branch Banking service as outlined in the ScotiaCard/Carte Scotia Cardholder Agreement. In return for the Bank issuing a Card to the Applicant, who is at the time of his/her Application under 16 years of age, I agree to be bound by the terms of the ScotiaCard/Carte Scotia Cardholder Agreement ("Agreement") (a copy of which I have received and read) and to indemnify the Bank from any claims, losses or costs incurred by the Bank resulting from the issuance of such Card to the Applicant.

I agree to be so bound until the applicant reaches the age of majority (as defined by applicable provincial law) and he/she ratifies the Agreement by using the Card.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Parent/Guardian

**Transaction Limits**

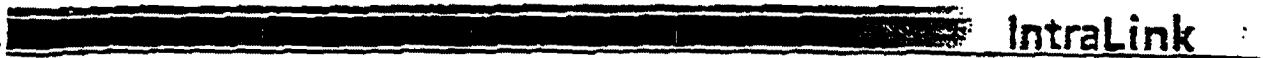
We may establish and change limits, dollar or otherwise, from time to time, on the various transactions which may be available, without prior notice to you. Cumulative limits in effect as of February 2001 are:

- **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
  - \$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 Nova Scotia.

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

Money Master for business - Confirmation



Money Master for business - Confirmation

Business Name: \*NPAY INC.

Account # 90969 00241 20

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 00241 20

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	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 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.

4) 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) \_\_\_\_\_

5)  Photocopy of ID on file.

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

2. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

2. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

2. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

DATE RECEIVED
RECORDED
APPROVED
E.O. AUDITOR

E 0148 (10/03)

Relationship Manager Code: N/A

Authorized Branch Signature





### 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 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: 90969 Branch: SHERWOOD PARK, 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 T8A-5J7 Canada

Phone: (780) 716-2597

No. of Owners/Partners: 1

Annual Sales/Revenue:

#### Account Type / Account Package

Name of Account/Service	Account No.*
Money Master for business™	90969 00241 20
*We will debit this account for fees based on Published Prices	

Name of ScotiaCard 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, 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 disclosure of information in the section titled About The Business Customer;
- confirms receipt of the Business Accounts - Your Guide to Fees and Interest Schedules booklet;
- authorizes us to provide the business customer with the services which the business customer has selected as indicated above;
- 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 s'oppose que cette Demande d'adhésion et les documents y afférents soient rédigés en anglais.

Ray Grace (Interest)  
Print Name and Title

Ray Grace  
Signature

Nov 15 / 04  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

EO 14176 (10/02)

1 - CUSTOMER COPY 2 - BRANCH COPY

© 2004 Scotiabank



## SCOTIACARD™ BANKING ACCESS ENROLMENT/MAINTENANCE

**Branch Name**  
SHERWOOD PARK, ALBERTA

**Branch Transit No.**  
90969

**Information About You**

<b>Customer Name</b> N/A	
<b>Business Name</b> *NPAY INC.	
<b>I.D.</b>	<b>LD.</b>

**ScotiaCard set-up/maintenance as requested by you today**

<b>SCOTIACARD #</b> 453 6056 774 494 709	<b>New Card</b> Y	<b>Existing Card</b> N
<b>Card Access</b> Business	<b>CashBack</b> \$0.00	<b>Authorized by:</b>
<b>Replacement Card #</b>	<b>Reason</b>	
<b>Date Lost/Stolen</b>	<b>PIN (Personal Identification Number) Selected</b>	

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

To obtain your Internet Banking password, please visit [www.scotiabank.com](http://www.scotiabank.com) or call 1-800-4SCOTIA (1-800-472-5842).

**Access Profile**

Type of Account	Account Number	ABB/ABM	FastCash	TeleScotia™	Scotia Online™
Business Account	909690007412	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		07	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

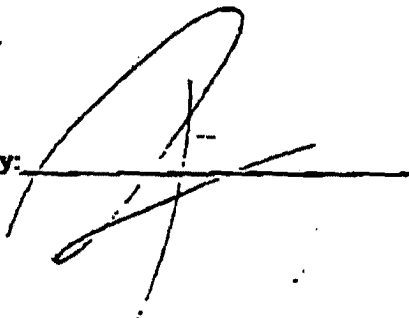
By completing and signing this application, you request the services listed and confirm that the information you have given is true and complete. You request that all documents relating to the application be drawn up in english.

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

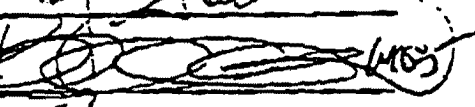
Prepared By:



Customer Signature:



Particulars Verified by:



Date:

Nov 15 / 2004

**BEFORE YOU COMPLETE THE FOLLOWING, PLEASE ENSURE THAT TWO COPIES OF THE APPLICATION ARE SIGNED BY THE CUSTOMER(S).**

**PARENT/GUARDIAN IDENTIFICATION** **PARENT/GUARDIAN CARD NO.**

**PARENT/GUARDIAN ADDRESS (if different from applicant)**

**AGREEMENT OF PARENT/GUARDIAN (CHILDREN UNDER 16) FOR ScotiaCard™/Carte Scotia™ BANKING CARD**

Re: The Application of \_\_\_\_\_ signed on: \_\_\_\_\_  
APPLICANT'S NAME DAY/MONTH/YEAR

\_\_\_\_\_ of \_\_\_\_\_ am the parent/legal guardian of the applicant.  
NAME OF PARENT/GUARDIAN ADDRESS

I hereby request The Bank of Nova Scotia (the "Bank") to issue a ScotiaCard/Carte Scotia banking card ("Card") in the Applicant's name, to be used by the Applicant, (together with an electronic signature selected by the Applicant, where required) to access his/her Scotiabank personal deposit account(s) through Automated Banking Services and the Bank's Any Branch Banking service as outlined in the ScotiaCard/Carte Scotia Cardholder Agreement. In return for the Bank issuing a Card to the Applicant, who is at the time of his/her Application under 16 years of age, I agree to be bound by the terms of the ScotiaCard/Carte Scotia Cardholder Agreement ("Agreement") (a copy of which I have received and read) and to indemnify the Bank from any claims, losses or costs incurred by the Bank resulting from the issuance of such Card to the Applicant.

I agree to be so bound until the applicant reaches the age of majority (as defined by applicable provincial law) and he/she ratifies the Agreement by using the Card.

\_\_\_\_\_  
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
  - \$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 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

### 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 00217 25

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	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 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 this new account.

4) 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) \_\_\_\_\_

5)  Photocopy of ID on file.

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

2. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

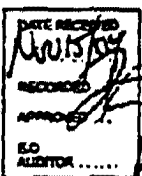
1. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

2. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_

2. TYPE OF IDENTIFICATION \_\_\_\_\_ REFERENCE/ISSUE NUMBER \_\_\_\_\_ PLACE OF ISSUE OF ID \_\_\_\_\_



Relationship Manager Code: N/A

*[Handwritten Signature]*  
Authorized Branch Signature

E 1148 (10/02)



### 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: 90969 Branch: SHERWOOD PARK, 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 T8A 5J7 Canada

Phone: (780) 716-2557

No. of Owners/Partners: 1

Annual Sales/Revenue:

#### Account Type / Account Package

Name of Account/Service	Account No.*
Money Master for business™	90969 00217 25
*We will debit this account for fees based on Published Prices	
Name of ScotiaCard 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, 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 disclosure of information in the section titled About The Business Customer;
- confirms receipt of the Business Accounts - Your Guide to Fees and Interest Schedule booklet;
- authorizes us to provide the business customer with the services which the Business customer has selected as indicated above;
- 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 exige que tous Documents d'achèvement de ses documents y afférents soient rédigés en anglais.

Pat Gove / President  
Print Name and Title

[Signature]  
Signature

Nov 15 / 04  
Date

Print Name and Title

Signature

Date

Print Name and Title

Signature

Date

E 0150a (10/02)

1 - CUSTOMER COPY 2 - BRANCH COPY

\*Trademark of The Bank of Nova Scotia.



**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.
LD.	LD

**ScotiaCard set-up/maintenance as requested by you today**

SCOTIACARD #	453 6056 774 494 600	New Card	Y	Existing Card	N
Card Access	Business	CashBack	\$0.00	Authorized by:	
Replacement Card #		Reason			
Date Lost/Stolen		PIN (Personal Identification Number) Selected			

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

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

**Access Profile**

Type of Account	Account Number	ABB/ABM	FastCash	TeleScotia™	Scotia Online™
Business Account	909690007412	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		07	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	Savings		11	Y

**Bill Payment Company Details**

Company Name	Billing Account Number	Bill Code

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

Customer Signature:

*Lee Grace*

Particulars Verified by:

*[Signature]*

Prepared By:

*[Signature]*

Date:

*Nov 15, 2004*

BEFORE YOU COMPLETE THE FOLLOWING, PLEASE ENSURE THAT TWO COPIES OF THE APPLICATION ARE SIGNED BY THE CUSTOMER(S).

PARENT/GUARDIAN IDENTIFICATION PARENT/GUARDIAN CARD NO.

PARENT/GUARDIAN ADDRESS (if different from applicant)

AGREEMENT OF PARENT/GUARDIAN (CHILDREN UNDER 16) FOR ScotiaCard™/Carte Scotia™ BANKING CARD

Re: The Application of: \_\_\_\_\_ signed on: \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_ am the parent/legal guardian of the applicant.

NAME OF PARENT/GUARDIAN ADDRESS

I hereby request The Bank of Nova Scotia (the "Bank") to issue a ScotiaCard/Carte Scotia banking card ("Card") in the Applicant's name, to be used by the Applicant, (together with an electronic signature selected by the Applicant, where required) to access his/her Scotiabank personal deposit account(s) through Automated Banking Services and the Bank's Any Branch Banking service as outlined in the ScotiaCard/Carte Scotia Cardholder Agreement. In return for the Bank issuing a Card to the Applicant, who is at the time of his/her Application under 16 years of age, I agree to be bound by the terms of the ScotiaCard/Carte Scotia Cardholder Agreement ("Agreement") (a copy of which I have received and read) and to indemnify the Bank from any claims, losses or costs incurred by the Bank resulting from the issuance of such Card to the Applicant.

I agree to be so bound until the applicant reaches the age of majority (as defined by applicable provincial law) and he/she ratifies the Agreement by using the Card.

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
  - \$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 Nova Scotia.
= Marque de commerce de La Banque de Nouvelle-Ecosse.

07:40pm FROM-INC TEL SERVICES 416 868 0673 T-564 P.075/082 F-447

# Money Master for business - Confirmation

IntraLink

## Money Master for business - Confirmation

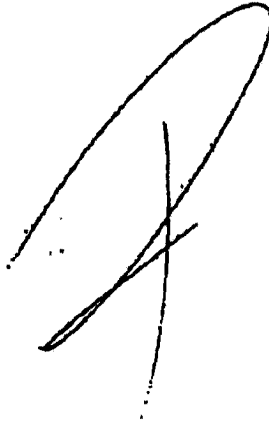
Business Name: \*NPAY INC.

Account # 90969 00276 26

### Additional Services

Open Money Master for business

Open Business Account



Done

11/15/2004 11:31:31 AM

NOV 23 2005 17:48

4168680673

PAGE.75

### 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 00276 26

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	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 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.

4) 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) \_\_\_\_\_

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

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

2. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

Name: *EXISTING Known* Date of Birth: \_\_\_\_\_

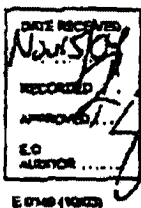
1. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

2. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID

2. TYPE OF IDENTIFICATION REFERENCE/ISSUE NUMBER PLACE OF ISSUE OF ID



Relationship Manager Code: N/A

*[Signature]*  
Authorized 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 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: 90969 Branch: SHERWOOD PARK ALBERTA

Date: November 15, 2004

Information About the Business Customer

Business Established: 12/2000

Business Legal Name: NPAY INC.

Trading Ac:

Address: 9 HIGHVALE CR  
SHERWOOD PARK, Alberta T8A 5J7 Canada

Phone: (780) 746-2997

No. of Owners/Partners: 1

Annual Sales/Revenue:

Account Type / Account Package		No. of Owners/Partners: 1	Annual Sales/Revenue:
Name of Account/Service			Account No. *
Money Master for business™		90969 00276 25	
*We will debit this account for fees based on Published Prices.			
Name of Scotiabank 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 transaction 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, 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 disclosure of information in this section that About The Business Customer;
- confirms receipt of the Business Accounts - Your Guide to Fees and Interest Schedules booklet;
- authorizes us to provide the business customer with the services which the business customer has indicated as indicated above;

- authorizes us to issue Scotiabank(s) as requested by the Scotiabank Officer named above;
- requests that the Service Request and all related documents be drawn up in the English language. Le client exige que tous Documents Generation et les documents y énoncés soient rédigés en anglais.

*Patricia Pearson*  
Print Name and Title

*Patricia Pearson*  
Signature

*Nov 15, 2004*  
Date

Print Name and Title

Signature

Date

Print Name and Title

Signature

Date

E Order (Total)

1 - CUSTOMER COPY 2 - BRANCH COPY

Witness of The Bank of Nova Scotia

*[Signature]*



## SCOTIACARD™ BANKING ACCESS ENROLMENT/MAINTENANCE

**Branch Name**  
SHERWOOD PARK, ALBERTA

**Branch Transit No.**  
90969

**Information About You**

<b>Customer Name</b> N/A
<b>Business Name</b> *NPAY INC.
<b>I.D.</b> N.D.

**ScotiaCard set-up/maintenance as requested by you today**

<b>SCOTIACARD #</b> 453 6056 774 494 907	<b>New Card</b> Y	<b>Existing Card</b> N
<b>Card Access</b> Business	<b>CashBack</b> \$0.00	<b>Authorized by:</b>
<b>Replacement Card #</b>	<b>Reason</b>	
<b>Date Lost/Stolen</b>	<b>PIN (Personal Identification Number) Selected</b>	

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

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

**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	Y
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		07	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	Other		12	Y
Money Master for business	909690025429	Other		13	Y
Money Master for business	909690027626	Savings		14	Y

**Bill Payment Company Details**

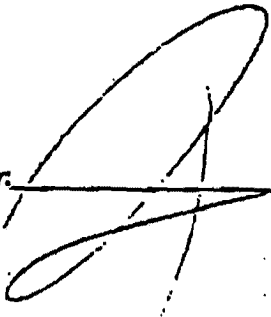
Company Name	Billing Account Number	Bill Code

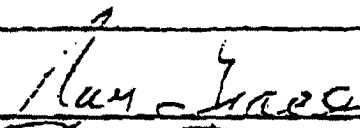

11/15/2004 11:32:36 AM

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 conviennent et exigent expressément que ce contrat et tous les documents qui s'y rapportent soient rédigés 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: NOV 15, 2004

**BEFORE YOU COMPLETE THE FOLLOWING, PLEASE ENSURE THAT TWO COPIES OF THE APPLICATION ARE SIGNED BY THE CUSTOMER(S).**

**PARENT/GUARDIAN IDENTIFICATION**

**PARENT/GUARDIAN CARD NO.**

**PARENT/GUARDIAN ADDRESS (if different from applicant)**

**AGREEMENT OF PARENT/GUARDIAN (CHILDREN UNDER 16) FOR ScotiaCard™/Carte Scotia™ BANKING CARD**

Re: The Application of: \_\_\_\_\_ signed on: \_\_\_\_\_  
APPLICANT'S NAME DAY/MONTH/YEAR

\_\_\_\_\_ of \_\_\_\_\_ am the parent/legal guardian of the applicant.  
NAME OF PARENT/GUARDIAN ADDRESS

I hereby request The Bank of Nova Scotia (the "Bank") to issue a ScotiaCard/Carte Scotia banking card ("Card") in the Applicant's name, to be used by the Applicant, (together with an electronic signature selected by the Applicant, where required) to access his/her Scotiabank personal deposit account(s) through Automated Banking Services and the Bank's Any Branch Banking service as outlined in the ScotiaCard/Carte Scotia Cardholder Agreement. In return for the Bank issuing a Card to the Applicant, who is at the time of his/her Application under 16 years of age, I agree to be bound by the terms of the ScotiaCard/Carte Scotia Cardholder Agreement ("Agreement") (a copy of which I have received and read) and to indemnify the Bank from any claims, losses or costs incurred by the Bank resulting from the issuance of such Card to the Applicant.

I agree to be so bound until the applicant reaches the age of majority (as defined by applicable provincial law) and he/she ratifies the Agreement by using the Card.

\_\_\_\_\_  
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
  - \$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

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

11/15/2004 11:32:36 AM





**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.
LD.	LD.

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Card Access Business	CashBack \$0.00	Authorized by:
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**Access Profile**

Type of Account	Account Number	ABB/ABM	FastCash	TeleScotia™	Scotia Online™
Business Account	909690008117	Chequing	Y	03	Y
Money Master for business	909690027626	Savings		14	Y

**Bill Payment Company Details**

Company Name	Billing Account Number	Bill Code

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N/A  
\*NPAY INC.

Customer Signature: *[Signature]*

Particulars Verified by: *[Signature]*

Prepared By: *[Signature]*

Date: *Nov 15, 2004*

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Witness

Parent/Guardian

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  - \$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

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BETWEEN:

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