



COUNCIL ADDENDUM

**Thursday, October 10, 2013
7:00 p.m.**

10. BY-LAWS

Listed on
the agenda

- 2013-43 A by-law to authorize an agreement between the Corporation of the County of Dufferin and the Canadian Imperial Bank of Commerce. (Banking Services)
(Authorization - General Government Services – August 26, 2013)

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2013-43

A BY-LAW TO APPROVE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE CANADIAN IMPERIAL BANK OF COMMERCE (Banking Services)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the Agreement between the County of Dufferin and The Canadian Imperial Bank of Commerce, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the Warden and Clerk be hereby authorized to execute the agreement and affix the corporate seal thereto.
3. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 10th day of October, 2013.

Laura Ryan, Warden

Pam Hillock, Clerk





Customer Information

Name The Corporation of the County of Dufferin		Telephone No.	Fax No.
Address	City	Province/State	Postal Code/Zip
Contact Person(s):		Telephone No.	Fax No.

In this Agreement, including any applicable Schedules, the following terms shall have the meanings ascribed below:

“Agreement” means this agreement between the Customer and CIBC which establishes certain of the terms and conditions under which CIBC will provide and the Customer will receive one or more Services;

“Account(s)” means any CIBC account(s) belonging to the Customer and approved by CIBC for participation in a Service;

“Act” means the *Canadian Payments Association Act*, as it may be amended, supplemented or replaced from time to time;

“Applicable Laws” is defined in Section 13(a);

“Beneficiary” means the person that the Customer has designated as the recipient of funds that CIBC is transferring under this Agreement;

“Business Day” means any day on which CIBC (and/or its service providers) is open for business in the jurisdictions where the Services are provided by CIBC (and/or its service providers) except Saturdays, Sundays or statutory holidays.

“CMO” means CIBC Cash Management Online™.

“CIBC” means Canadian Imperial Bank of Commerce;

“CPA” means the Canadian Payments Association established under the Act;

“CPA Rules” means the regulations, By-laws, Rules and Standards made pursuant to the Act, as they may be amended, supplemented or replaced from time to time;

“Customer” means the company or firm which applied for one or more of the Services;

“LVTS” means the Large Value Transfer System of the Canadian Payments Association;

“Schedule” means a schedule entered into pursuant to this Agreement setting forth the terms of one or more Services to be provided by CIBC to the Customer in connection with this Agreement;

“Service” or **“Services”** means one or more of Account Information/Transfer, Deposit, Pre-Authorized Payments, Direct Deposit Payment, Wire Payment, Corporate Clearing, Centralized Cash Control, Consolidated Account Positioning, Cheque Imaging, Automatic Clearing House, Channel and other services which are from time to time being provided by CIBC to the Customer under the terms of this Agreement, including the Schedules governing such Services;

“Settlement Participant” means any person receiving or handling funds for CIBC or the Beneficiary including but not limited to other financial institutions, CPA and SWIFT and their respective agents and service providers;

“Settlement Rules” is defined in Section 13(a);

“SWIFT” means the Society for Worldwide Interbank Financial Telecommunications;

“Third Party” means any party other than the Customer and includes a wholly owned subsidiary or a subsidiary of the Customer, and

“Third Party Account(s)” means any CIBC account(s) belonging to a Third Party and approved by CIBC for participation in a Service to be provided to the Customer;

The Customer may from time to time request and CIBC may agree to provide the Customer with one or more Services, commencing on a date agreeable to the Customer and CIBC. With respect to each Service the Customer requests and CIBC approves, the Customer and CIBC shall execute and deliver a Schedule setting forth certain terms on which CIBC shall provide such Service. All Schedules shall form part of this Agreement. In the event of any inconsistency between the provisions of this Agreement and any Schedule, such Schedule shall prevail for the purpose of the relevant Service.

In exchange for CIBC permitting the Customer to use one or more Services, the Customer agrees:

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

1. Access To Services

- 1.1. The Customer may access some or parts of the Services electronically by computer. The Customer may arrange to access some of the Services via direct link to CIBC over a private network (the "Private Network") or via the Internet. The Customer acknowledges and agrees that CIBC is not responsible for any direct, indirect, special or consequential damages arising from the Customer accessing the Services via the Internet or the Private Network. An example of such damages includes, without limitation, any damages the Customer may suffer as a result of the Customer transmitting, or at the Customer's request receiving from CIBC, sensitive or confidential information over the Internet or via the Private Network.
- 1.2. Electronic access to any Service from the Customer's computer will be by identification number(s) and password(s) that will be assigned and validated by CIBC. The Customer will establish and maintain the internal security procedures necessary to safeguard the use and confidentiality of the identification number(s), password(s) and any other security devices. The Customer will immediately change its password(s) if the Customer knows or suspects that the confidentiality of its password(s) has been compromised in any way. If the Customer knows or suspects its identification number(s) has been compromised, it will immediately advise CIBC.
- 1.3. The Customer agrees that each electronic communication CIBC receives via computer and that is sent or purports to be sent by the Customer or an authorized person on the Customer's behalf, will be conclusively considered to be valid and binding upon the Customer even if, without limitation, not sent by an authorized person.
- 1.4. The Customer is responsible at its own expense to select, obtain, install, test, maintain and use all the computer equipment, supporting equipment (including communication devices), communication lines, Internet browsers and any other equipment and services (including on-line or Internet service providers) the Customer will require in order to effectively and reliably access any Service. The Customer may only use equipment and communications devices that are compatible with any software provided by CIBC and CIBC's own equipment to access the Services.
- 1.5. CIBC will use all reasonable efforts to ensure the performance of the Services accessed electronically by computer, however, CIBC will not be liable for any loss or damage to the Customer caused or contributed to in any way by the use of such electronic channels whether accessed with software provided by CIBC, via the Private Network, via the Internet or otherwise. For example, CIBC will not be liable for communication malfunctions that affect the accuracy or timeliness of communications between the Customer and CIBC and/or that prevent messages from being transmitted in whole or in part or if for any reason the Customer cannot access any part of the Services. The Customer will be responsible to maintain its own contingency procedures if for any reason the Customer is unable to access the Services electronically by computer.
- 1.6. CIBC makes no warranties or conditions (express or implied) concerning the private network, internet or on-line service providers, including without limitation warranties or conditions of merchantability or fitness for any particular purpose. CIBC is not responsible for the acts or omissions of any internet service provider, on-line service provider or defects or inadequacies or any software used by the customer.

2. Software

- 2.1. CIBC may provide the Customer with one or more copies of a CIBC software package (the "Program"). The Customer acknowledges that the Program is the exclusive and confidential property of CIBC or third parties, and that the Customer's interest in the Program is limited to a non-exclusive, non-transferable right to use the Program in connection with the Services. The Customer acknowledges it may be required to enter into a separate license agreement before using the Program and agrees to be bound by the terms of any such agreement. The Customer may:
 - a) Install each copy of the Program on any compatible computer or on a network or file server, provided access to each copy of the Program is limited to one user who will have a unique identification number and the Customer has the original copy of the documentation and the Program.
 - b) Copy the Program for back up or archival purposes only.
- 2.2. The Customer shall restrict use of the Program to its employees only for the purpose of obtaining a Service or Services. The Customer may use the Program until all of the Services the Program is to be used for are terminated. Upon termination, the Customer will destroy all copies of the Program and will return to CIBC all disk copies of the Program including back up copies or, at CIBC's option, destroy the Program diskettes and back up copies and certify to CIBC that this has been done.
- 2.3. The Customer will be responsible for installation, use and results obtained from its use of the Program. CIBC will provide installation assistance, at CIBC's option by telephone, in person, or by written instructions.
- 2.4. CIBC warrants that the Program will function substantially in accordance with the specifications for the Service(s) to which the Program relates and that Program diskettes will be free from defects in material and workmanship. The sole liability of CIBC if for any reason the Program does not function as warranted will be to provide, upon return to CIBC of all copies of the Program which are affected, a replacement copy or copies of the Program without charge to the Customer.
- 2.5. The foregoing warranty is in lieu of all other warranties or conditions, express or implied, including but not limited to any implied warranties of merchantable quality and fitness for a particular purpose, and those arising by statute or otherwise in law or from a course of dealing or usage of trade.

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

3. Records

- 3.1. All information relating to the Services that CIBC is providing the Customer may be recorded or stored by CIBC in such form and by means of such devices as CIBC may see fit, and the Customer acknowledges that CIBC is under no obligation to retain original documents, instruments or vouchers.
- 3.2. CIBC will maintain a record of electronic communications exchanged between the Customer and CIBC. The Customer acknowledges that any tangible reproduction of such record shall be admissible in any legal, administrative or other proceedings as sufficient and valid proof of the communications and of the matters, transactions and accounts recorded in those communications, and the Customer expressly waives any right to object to the introduction of such reproductions into evidence.
- 3.3. For greater certainty, the Customer agrees not to contest the validity of any electronic communications exchanged between the parties in connection with any Service under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound by the same; copies of CIBC's records of such communications will be admissible as between the parties to the same extent and under the same conditions as other bank records originated and maintained in paper form, and the Customer shall not contest the admissibility of such copies under either the business records exception to the hearsay rule, the best evidence rule or otherwise.

4. Cheque Specifications

- 4.1. All cheques drawn on the Account(s) (collectively the "Cheques") will conform to specifications and standards from time to time established by CIBC. MICR and serial number encoded Cheques that do not conform to CIBC's specifications and standards could result in CIBC being unable to process the Cheques as required in connection with any Service, for which CIBC will not be held liable.
- 4.2. In connection with certain Services from time to time, CIBC may require the Customer to submit a minimum number of voided Cheques for testing, to determine if such Cheques are suitable for the Service. The Customer agrees to provide such Cheques and acknowledges that CIBC will not return such Cheques after testing.
- 4.3. CIBC will not be liable for any loss or damage due to a forged or unauthorized signature upon, or any alteration of, a Cheque, unless the Customer can prove that the loss or damage was unavoidable despite the Customer having taken all reasonable steps to put into place systems, procedures and controls to prevent the forgery or alteration of, or the unauthorized signature upon, such Cheque.

5. Use of Services

The Customer will use each Service strictly in accordance with CIBC's instructions in effect from time to time. If the Customer is providing information to CIBC by data transmission or any other means, the Customer is responsible for the accuracy and completeness of all data and information furnished to CIBC and must ensure that all data and information is in a form which meets the standards required by CIBC.

6. Facsimile Transmission

If it is a standard feature or option of any Service, and the Customer requests and CIBC agrees, that CIBC forward Service information or reports ("Service Reports") to the Customer by facsimile transmission ("Fax"):

- a) The Customer authorizes and directs CIBC to forward Service Reports to the Fax number designated by the Customer in writing, until the Customer's written notice to cancel such authorization or change the Fax number is received by CIBC.
- b) The Customer acknowledges that Service Reports will be forwarded by Fax without use of encryption or any other mechanism for enhancing or protecting the security or confidentiality of the information contained in them.

7. Notices

Notices under this Agreement shall be written and given to the receiving party at the address or facsimile number of the receiving party, as follows:

- a) if to CIBC, then at the address or fax number of the Customers' CIBC representative, or if such address and facsimile number are unknown, at the address or facsimile number of the CIBC branch at which Customer's Account is maintained.
and
- b) if to the Customer, then at the address or fax number of the Customer, and to the attention of the position, which were last advised to CIBC by the Customer when the Customer applied to CIBC in writing to be provided a Service or Services, or at such other address or Fax number as the receiving party last gave notice of in accordance with this section. Notices shall be given by delivery, fax or registered mail and deemed received:
 - i) on the date of delivery, if delivered by hand;
 - ii) when the sender receives an appropriate confirmation of receipt or answer-back, if sent by Fax; and
 - iii) on the fifth postal delivery day following the date of mailing, if sent by prepaid registered mail at a time when normal postal service is in effect.

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

8. Service Charges and other amounts payable

Unless the parties agree otherwise in a separate written agreement:

- a) The Customer will pay CIBC's standard service charges for each of the Services and any federal or provincial goods, service, sales, use or other tax (not being tax on CIBC's general income) that apply to the Services,
- b) CIBC may debit any account in the Customer's name at any branch of CIBC, for any service charges, taxes, or other amounts payable by the Customer with respect to any Service, and
- c) CIBC may change the charges for any of the Services from time to time on not less than thirty (30) days' notice to the Customer.

9. Unauthorized Overdrafts

The Customer shall not initiate any Service transaction which would create an unauthorized overdraft in any Customer Account(s). The Customer acknowledges and agrees that CIBC is under no obligation and may decline to act upon or to complete, and may reverse, any Service transaction which causes or in CIBC's opinion could cause any Account(s) to be overdrawn in any unauthorized amount.

10. Indemnity

The Customer shall indemnify and save CIBC harmless from and against all damages, losses, costs, fees, expenses, liability, claims, suits and demands that CIBC may incur or be under by reason of providing any Service to the Customer in accordance with CIBC's obligations set out in this Agreement. The indemnities in this Agreement shall survive the termination of this Agreement, any Schedule and any Service.

11. Limitation of Liability

To the fullest extent permitted by law, the Customer agrees that, in addition to those limitations of liability set out elsewhere in this Agreement, CIBC will be liable to the Customer only for direct damages resulting from gross negligence, fraud or willful misconduct of CIBC arising directly from the performance by CIBC of its obligations under this Agreement and CIBC will not be liable to the Customer for any other direct damages. However, CIBC shall not under any circumstances be liable to the Customer for any such direct damages if such damages are in connection with a particular service involving CIBC receiving, transferring or remitting any funds on the Customer's or a third party's account. CIBC's sole obligation and maximum liability in such circumstances shall be to receive, transfer or remit the funds involved in the relevant transaction in accordance with this Agreement as soon as commercially reasonable. In addition, CIBC will not under any circumstances be liable to the Customer for any other damages, including, without limitation, indirect, incidental, special, punitive or consequential losses or damages, loss of profits, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the services provided to the Customer by CIBC, even if CIBC was advised of the possibility of damages or was negligent. These limitations apply to any act or omission of CIBC, its affiliates, agents or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law. Gross negligence in this section means conduct (whether through action or inaction, or through words or silence) which is i) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in the position of CIBC, or ii) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences. This Section 11 shall survive the termination of this Agreement, any Schedule and any Service.

12. Force Majeure

Neither party will be liable for any loss or damage resulting from any delay, error or failure in performance of its obligations under this Agreement, if such delay, error or failure is due to any cause beyond the reasonable control of the party, including, without limitation, i) war, acts of terrorism, civil commotion, acts of God, disaster, fire, labour disturbances (including strikes and lockouts), ii) equipment, systems, communications facility or transmission disruption, failure, malfunction or error, power and/or telecommunications interruptions, and iii) any measure taken by any actual or purported government or authority which prohibits, restricts, confiscates, taxes, withholds or otherwise interferes in whole or in part with any Service transaction which the Customer has instructed CIBC to carry out or process.

13. Settlement Rules, Applicable Laws and Disclosure Consent

- a) **General:** The Customer agrees that in implementing any Service, including, without limitation, any transaction involving the transferring, receiving or remitting of any funds and CIBC's ability to complete it will be subject to: (i) rules, procedures, standards or bylaws used by the Settlement Participants (collectively, the "Settlement Rules"), and (ii) laws, regulations, orders or directives of foreign or domestic governmental authorities or regulatory bodies that apply to CIBC or the Settlement Participants (collectively, the "Applicable Laws").
- b) **Consent to Disclosure and Acknowledgements:** To comply with the Settlement Rules or the Applicable Laws, CIBC or a Settlement Participant may disclose information about the Customer and the Beneficiary (including but not limited to each of the Customer's or Beneficiary's name, address and account number) to a Settlement Participant or to a foreign or domestic government authority or regulatory body. On behalf of the Customer and the Beneficiary, the Customer; (i) consents to such disclosure; (ii) acknowledges that the information may be accessed by foreign or domestic authorities or regulatory bodies as a result; and (iii) acknowledges that each of CIBC and the Settlement Participants may take any other steps they consider necessary to comply with the Settlement Rules or the Applicable Laws. The Customer confirms that it has the authority to make such consent and acknowledgement on behalf of the Beneficiary.

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- c) **Settlement Participants:** When any act or thing is necessary or required to be done in the course of or in connection with Pre-Authorized Payments, Direct Deposit Payment Services, Wire Payment Services or any other Service, CIBC may use the services of any Settlement Participants to do such act or thing as agent for and on the Customer's behalf. CIBC shall have complete discretion in its selection of Settlement Participants. In each such case, CIBC shall not be liable by reason of any act or omission of such Settlement Participants in the performance of the services required of it or by reason of the loss, destruction or delayed delivery of any instrument, security, certificate or document of any kind while in transit to or from such Settlement Participants or while in its possession. The Customer shall be responsible to pay all fees, duties, taxes, imposts and charges of any nature that are collectible in connection with the Customer's payment instructions (including, without limitation, all fees and charges of any nature of Settlement Participants) unless such fees and charges are paid by the Customer's Payee or beneficiary.

14. Termination and Changes

- 14.1. This Agreement and each Schedule and related Service will continue in effect until terminated in accordance with this section. Either CIBC or the Customer may terminate this Agreement or any Schedule and related Service(s) by giving the other party thirty (30) days' written notice, unless otherwise specified in the relevant Schedule. In addition, to the fullest extent permitted by law, CIBC shall be entitled at its option, to terminate the Agreement or any Schedule and related Service(s), or to remove any accounts from participation in any Service(s), without notice, if: i) the Customer breaches any term of the Agreement or any Schedule and the breach is not remedied within 10 days of CIBC requiring it to be remedied, ii) the Customer is in default under the terms of any other agreement or of any instrument made between the Customer and CIBC, CIBC makes demand or gives notice according to the terms of that agreement or instrument, and the default is not remedied as required by such demand or notice, iii) CIBC is served with any attachment, garnishment or other legal process or written court or governmental order or direction with respect to any account participating or included in any Service(s), or iv) the Customer becomes bankrupt or insolvent or a receiver or receiver manager is appointed for any of the Customer's property.
- 14.2. Termination of the Agreement shall terminate all Schedules and Services. Termination of a specific Schedule and related Service shall terminate that Service only.
- 14.3. Termination of the Agreement or any Schedule and related Service shall not affect any liability existing on the effective date of such termination. For greater certainty, but without in any way limiting the foregoing, i) the Customer shall remain liable for any amounts charged back to the Customer's account after the effective date of such termination that relate to or arise from any Service provided prior to such termination, and ii) all indemnification provisions under this Agreement shall survive any such termination. Upon termination of any Schedule and related Service, CIBC ceases to be obligated to commence or process to completion any then incomplete transactions that may have been carried out using that Service.
- 14.4. CIBC may from time to time make any changes it deems necessary in the way in which the Services are provided and carried out, and the means being used for doing so, including without limitation, changes in equipment, software, accessibility periods, and methods and procedures relating to security and operation. In addition, CIBC may change the size of or remove any transaction limit applicable to any Service at any time without prior notice to the Customer. CIBC may make changes in this Agreement or to any Schedule at any time and such changes will be effective when written notice is sent to the Customer or when such changes are communicated to the Customer electronically.
- 14.5. The Customer may remove any Account(s) or any Third Party Account(s) from a Service by giving CIBC written notice and CIBC shall effect such removal as soon as it is practicable to do so.

15. General

- 15.1. This Agreement:
 - a) together with any Schedules, is the entire agreement between the Customer and CIBC and supersedes all prior oral or written representations, warranties or agreements concerning the subject matter of this Agreement unless expressly incorporated by reference into this Agreement;
 - b) shall not be assigned by the Customer,
 - c) is in addition to and will not affect or apply in substitution for the terms of any other agreement between the parties (except as provided in subsection 15.1 a) regarding prior agreements, representations and warranties specifically concerning the Services which are the subject matter of this Agreement) including, without limitation, any agreement governing the operation of accounts the Customer maintains with CIBC, and
 - d) will not affect any rights or remedies CIBC may have in respect of the Customer's accounts.
- 15.2. The Customer represents and warrants to CIBC, with such representations and warranties being effective on and as of each day this Agreement remains in effect, as follows:
 - a) The execution and delivery of, and the performance by the Customer of its obligations under, this Agreement i) have been duly authorized by all necessary corporate or other action on the part of the Customer and no other corporate or other proceedings are necessary in conjunction therewith, and ii) do not result in a breach or violation of, or conflict with, any of the terms or provisions of its constating documents or by-laws or any laws, statutes, codes, rules, regulations, judgments, orders or awards that the Customer is subject to.

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

b) This Agreement has been duly executed and delivered by or on behalf of the Customer, and assuming due authorization, execution and delivery by CIBC, this Agreement, including the performance of obligations hereunder, constitutes the legal, valid and binding obligation of the Customer, enforceable against the Customer in accordance with the terms and conditions hereof.

15.3. This Agreement and all Schedules are subject to the laws of Canada and the applicable provincial or territorial laws. The courts in the applicable province or territory will have jurisdiction over all disputes between you and CIBC. Unless otherwise specified in a Schedule, the applicable province for the purposes of this section shall be Ontario.

15.4. In the event of any inconsistency or conflict between the terms of this Agreement and the terms of any specific Schedule, the terms of the Schedule shall govern.

The Customer acknowledges receipt of a copy of this Agreement. The Customer acknowledges it has reviewed and understands the terms and conditions of the Agreement and the further terms and conditions set forth on the Schedule(s) relating to the specific Service(s) the Customer is using. The undersigned Customer of CIBC agrees to be bound by the Agreement (as amended from time to time). Use of CIBC GICs, Deposits & Payments Services shall evidence the Customer's receipt of and agreement with the terms of the Agreement. The Customer may print out the Agreement or may view the Agreement at any time.

Each Person identified below is an authorized signatory according to the Customer's General Banking Resolution and the Customer confirms that each such person is duly authorized, on the Customer's behalf, to execute agreements relating to Business Banking Services.

Quebec Residents Only: It is my express wish that this form, the Agreement and all related documents be drafted in English.

Résidents du Québec seulement: Je demande expressément que la présente formule, l'Entente et tous les documents s'y rattachant soient rédigés en anglais.

Date

Customer Name
The Corporation of the County of Dufferin

X

Authorized Signatory

X

Authorized Signatory



CIBC GICs Deposits & Payments Services Agreement for Cash Management Services
Channel Services Schedule

Customer Information

Name The Corporation of the County of Dufferin		Telephone No.	Fax No.
Address	City	Province/State	Postal Code/Zip
Contact Person(s):		Telephone No.	Fax No.

This Schedule constitutes a "Schedule" as referred to in, and supplements, forms part of and is subject to, the CIBC GICs Deposits & Payments Services Agreement for Cash Management Services dated as of _____, as amended and supplemented from time to time (the "Agreement") between The Corporation of the County of Dufferin (the "Customer") and Canadian Imperial Bank of Commerce ("CIBC"). All provisions contained in the Agreement govern this Schedule except as expressly modified below.

Check and initial each service that you want to use:

- CIBC Cash Management Online (CMO)
 - Account Transfers (includes Get Rate)
 - Bill Payments
 - Image Retrieval
 - Incoming Wire Advice
 - Stop Payments
- File Transfer Service (FTS)

Capitalized terms used herein and not defined have the meanings given to such terms in the Agreement.

"CIBC Cash Management OnlineTM" or "CMO" means the electronic channel for sending payment files and receiving reports.

"File Transfer Service" or "FTS" means the unattended channel for sending payment instructions and receiving reports.

1. Channel Services

1.1. Definitions

In this Schedule, the following terms have the meanings specified below:

"Channel Services" includes, without limitation, CMO and FTS Channel Services may be added to, re-named or otherwise changed by CIBC from time to time. CMO services include, without limitation, Account Transfers, Bill Payments, Image Retrieval, Incoming Wire Advice and Stop Payments. Some of these Channel Services may be available with respect to Third Party Accounts.

"CIBC Cash Management OnlineTM" or "CMO" means the electronic channel for sending payment files and receiving reports.

"File Transfer Service" or "FTS" means the unattended channel for sending payment instructions and receiving reports

1.2. The Customer agrees:

a) Each Channel Service will be available only in respect of Accounts and Third Party Accounts which have been preapproved by CIBC. Certain Services have a restricted number of Accounts and Third Party Accounts that may be preapproved.

b) If a Third Party Account is to participate in one or more of the Channel Services, a condition of pre-approval is that the Third Party sign an authorization ("Third Party Authorization") and an authorizing resolution, each in a form acceptable to CIBC.

c) The Customer may remove any Account(s) or Third Party Account(s) from any Channel Service(s) by giving CIBC written notice and CIBC shall effect such removal as soon as it is practicable to do so. A Third Party may remove its Third Party Account(s) from any Account Information/Transfer Service(s) in accordance with the terms of the Third Party Authorization. CIBC may remove any Third Party Account(s) from any Channel Service(s) in accordance with the terms of the Third Party Authorization.

d) If the Customer has selected CMO, the Customer agrees to provide data required in respect of any Service to CIBC in a file format specified by CIBC from time to time. If the Customer has selected FTS, the Customer agrees to provide to CIBC data required in respect of any Service in a file format specified by CIBC from time to time, or the Customer may customize their file format for Services (subject to availability) with the prior written consent of CIBC. The Customer must provide the proposed file format to CIBC for any evaluation and testing CIBC deems necessary. Any file format changes which have been consented to will be made on a date to be agreed upon by the parties. Any further changes to the file format after such consent will also require the prior written consent of CIBC and may be subject to additional fees. CIBC has no obligation to process data in a file format which has not been specified or consented to by CIBC.

2. Access to Channel Services

- a) The Customer acknowledges that, in order to obtain access to Channel Services, it may be required to enter into a separate license agreement with a third party and agrees to be bound by the terms of any such agreement.

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Channel Services Schedule

- b) CIBC may, at the request of the Customer, authorize identified Customer personnel to administer the authorization of use and entitlement of features within CMO to other users ("Client Admin"). The Customer accepts full responsibility for any authority which is given to and exercised by any Client Admin.
- c) The Customer acknowledges that, in order to obtain access to Channel Services, CIBC or Client Admin may be required to provide the security device supplier with the necessary information required for the delivery of the security device. This information may include, without limitations, the contact name, address and telephone numbers of the Customer (and its authorized users).
- d) The Customer (including its authorized users) is expressly prohibited from selling, renting, leasing or otherwise distributing security devices used to access the Channel Services. CIBC shall have the right to temporarily or permanently suspend the Customer's (including its authorized users) use if the security devices are used in a manner unacceptable to CIBC or its supplier in their sole discretion, including in a manner that compromises the security or integrity of CMO.
- e) If the Customer has selected FTS and uses a protocol which requires the exchange of certificates between CIBC and the Customer certificates (X.509 digital certificate) will be exchanged by the method determined by CIBC and advised to the Customer. Certificates shall not be self signed and must be issued by an accredited Certificate Authority (CA) that is acceptable to CIBC. Each party is responsible for managing the expiry of its certificate and must provide a new certificate to the other party prior to its expiry. The Customer is responsible for the installation of certificates on its systems.

3. Account Transfers (This Section 3 is only applicable if Account Transfers has been checked above)

3.1. "Account Transfers" means the Service requested by the Customer by which the Customer will be able to transfer funds between Accounts

- a) Transactions must be submitted using CMO before 8:00pm Eastern Standard Time (EST) on a Business Day in order to be accepted by CIBC and will be effective as of that day.
- b) Transfers between Canadian and U.S. dollar Accounts must be submitted using CMO between 7:00 am EST and 5:30 pm EST on a Business Day in order to be accepted by CIBC and will be effective as of that day.

3.2. Get Rate

"**Get Rate**" means the Service requested by the Customer, by which the Customer can obtain real time exchange rates, and settle online trades.

"**Trade**" means a transaction in which the Customer agree to purchase currency from CIBC using Get Rate.

- a) **Authority to Trade:** The signature page of this Schedule sets out the corporation, partnership or individual (the "Persons") to whom the Customer has granted authority to enter Trades on the Customer's behalf and/or who have authority to provide CIBC with settlement and delivery instructions for the completed Trades. The Customer represents and warrants that each such Person has the authority to enter into Trades on the Customer's behalf and/or to provide

CIBC with settlement and delivery instructions for completed Trades and that any such Trade will be enforceable against the Customer. Any restrictions on a Person's authority to deal with CIBC previously communicated by the Customer to CIBC are deemed to be superseded by the Customer's representation in this Agreement as to that Person's authority to enter into Trades, unless the Customer specifically advises CIBC that those restrictions are also applicable to that Person's authority to enter into Trades.

The Customer will indemnify and hold harmless CIBC from and against all claims, costs, losses and expenses incurred by CIBC arising out of, or in respect of, any claim that a Person was not authorized to enter into a Trade on the Customer's behalf and/or provide CIBC with settlement and delivery instructions for the completed Trades. This indemnity will survive the completion of any Trade or the termination of this Agreement.

If for any reason the Customer wishes to cancel a Trade that has been entered into, the Customer must notify CIBC immediately by calling the Business Contact Centre (BCC). In certain circumstances, CIBC may have the ability to cancel the Trade, and CIBC will use its reasonable efforts to cancel the Trade. However, the Customer understand that once the Trade has been entered into, the Trade is Customer's binding obligation and that the cancellation of any such Trade will be entirely within the sole and absolute discretion of CIBC. In addition, for any Trade that is cancelled by CIBC, the Customer must reimburse CIBC for any breakage costs and other expenses that may have been incurred by CIBC to cancel the Trade.

- b) **Trade Confirmation:** The terms of each Trade will be set out in the Trade confirmation presented to the Customer on the Trade Confirmation Screen following the Customer's acceptance of the Trade. The Trade confirmation is evidence of the terms of a completed Trade. The Trade will not be invalidated if for any reason the Trade confirmation is not presented to the Customer by CMO, including as a result of any computer malfunction. If for any reason the Trade confirmation is not presented to the Customer, the records of CIBC with respect to that Trade will constitute conclusive evidence of the terms of the Trade. If a Trade confirmation is not presented to the Customer for any reason, the Customer should notify CIBC immediately by calling the BCC, and CIBC will provide the Customer with a confirmation setting out the terms of the Trade.

The terms of each Trade set out in the related Trade confirmation are incorporated by reference into this Schedule and form a part of this Agreement.

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

Channel Services Schedule

If the Account from which the Customer wishes to settle the Trade does not contain sufficient cleared funds to settle the Trade, the Customer will be liable for any resulting fees payable with respect to the account in accordance with the terms under which the Customer holds such Account. In addition, if the Customer fails to settle the Trade on the value date for the Trade, CIBC may, without limiting any other remedies that it may have, in its absolute discretion, cancel the Trade, in which case the Customer must reimburse CIBC for any breakage costs and other expenses incurred by CIBC to cancel the Trade.

- c) **Foreign Currency Exchange:** In the absence of instructions to debit a designated foreign currency account or settle foreign exchange contract, the Customer authorizes CIBC to purchase the required foreign currency amount at CIBC's then prevailing foreign exchange purchase rate, with respect to each funds transfer CIBC is instructed to make in a foreign currency. If for any reason CIBC or any correspondent bank is unable to make payment to or for the account of the payee in the currency in which the Customer has requested that payment be made, the Customer authorizes each such person to make payment in the currency of the place of payment at such person's spot rate of exchange for its sale of currency of the place of payment in exchange for the currency which the Customer has requested CIBC to transfer. The Customer accepts the risk of all fluctuation in exchange rates between the date CIBC accepts the Customer's instruction and the value date of the funds transfer and the date of refund, if any, to the Customer.

The Customer acknowledges that, in performing any currency conversion on Customer's behalf, CIBC will act as principal in buying and selling currency and CIBC will often earn spread-based revenue determined by the difference between the rates at which CIBC bought and sold the currency, such rates determined by CIBC in its sole discretion at the time of such conversion without having to obtain rates that limit such spread-based revenue. Such spread-based revenue will be in addition to any commission, fee or revenue otherwise payable by the Customer to CIBC on the transaction giving rise to the conversion of currency or otherwise payable to CIBC.

- d) **Representations and Warranties:** The Customer represents and warrants that the Customer is not relying on any communication (written or oral) of CIBC as investment advice, a recommendation to enter into a Trade or an assurance of expected results of a Trade and that each Trade entered into by the Customer will be based upon the Customer's own judgement and upon advice from such advisors as the Customer has deemed necessary. Customer acknowledges that CIBC is not acting as a fiduciary or advisor with respect to any Trade. These representations and warranties are deemed to be repeated on each date on which the Customer enters into a Trade.

The Customer represents and warrants that, (i) if the Customer is a resident of Alberta, then Customer is a Qualified Party within the meaning of Blanket Order 91-503 of the Alberta Securities Commission made April 11, 2008 in the matter of Over-The-Counter Derivatives Transactions and Commodity Contracts, as the same may be amended, restated or replaced, (ii) if the Customer is a resident of British Columbia, the Customer is a Qualified Party within the meaning of paragraph 1.1 of Rule 91-501 "Over-The-Counter Derivatives Transactions", dated November 24, 1999, as the same may be amended, restated or replaced, and (iii) if the Customer is a resident of Quebec, then the Customer is an "accredited counterparty" within the meaning of the Derivatives act (Quebec) and the regulations thereunder, as the same may be amended, restated or replaced. (iv) if the Customer is a resident of Saskatchewan, then the Customer is a "Qualified Party" as defined in the General Order 91-907 "Over-The-Counter Derivatives" of the Saskatchewan Financial Services Commission, as the same may be amended, restated or replaced, and (v) if Customer is a resident of New Brunswick, then Customer is a "qualified party" as defined in Local Rule 91-501 of the New Brunswick Securities Commission, as the same may be amended, restated or replaced. In addition, the Customer acknowledge that the Customer has read and completed the applicable Over-The-Counter Derivatives Representations and Warranties Certificate in which the foregoing category that is applicable to the Customer is described in greater detail.

- e) **Set Off:** If the Customer fails to make a payment when due under this Agreement or under a Trade, CIBC may without prior notice set-off any amount owing by the Customer to CIBC under this Agreement or under a Trade, against any amount owing by CIBC to the Customer, whether or not the amount is owed to the Customer under this Agreement or under a Trade.

4. Bill Payments (This Section 4 is only applicable if Bill Payments has been checked above)

"Bill Payments" means the Service requested by the Customer, by which the Customer registers and makes real-time bill payments online to any of its creditors ("Merchants").

- a) Bill Payments submitted using CMO before 8:00 pm EST on a Business Day will be effective as of that day. Any transactions that are submitted on a non-Business Day or after 8:00 pm EST on a Business Day will be effective as of the next Business Day. The Customer acknowledges that not all Merchants treat payments as being received as of the day the Customer deliver their instructions to CIBC. CIBC will not be responsible for processing delays by the Merchants.
- b) The Customer must settle disputes or claims directly with the Merchant. CIBC is not responsible for any problems, disputes or claims that may arise between the Customer and the Merchants, including if a Merchant does not credit the Customer for a bill payment, imposes any additional charges (such as late fees or interest penalties), or takes any other actions.
- c) The Customer acknowledges that payments made to CIBC credit cards are treated as transfers.
- d) When using CMO, the Customer agrees that CIBC may decline to act on an instruction if CIBC suspects that the instructions are not from the Customer, are inaccurate or unclear, have not been properly authorized, or are provided for some illegal or

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

Channel Services Schedule

improper purpose. CIBC will not be liable if CIBC declines to act on an instruction in these circumstances. The Customer also acknowledges that instructions that are only created and saved but are not submitted to CIBC, will not be processed. CIBC will not reimburse the Customer for any processed payments, for the amount of the transaction, if the instructions or any relevant details provided by the Customer are inaccurate.

5. Image Retrieval (This Section 5 is only applicable only if Image Retrieval has been checked above)

“Image Retrieval” means the Service requested by the Customer through CMO, and/or provided as part of Corporate Clearing and/or Positive Pay services, by which an image of a cheque and certain debit items that have been cleared through the Customer’s Canadian or US dollar account is made available to the Customer.

- a) Quality of the image produced is dependant upon the original cheques submitted by the Customer. CIBC makes no representation or warranties concerning the quality of the cheque available to the Customer through CMO where the cheque does not meet standards and specifications as required by CPA.
- b) An Image of an item can be retrieved through CMO up to 13 months after the item has been posted to the account.
- c) Image Retrieval of an item is only available through CMO after 8:00 am EST following the day on which that item was posted to the account.

6. Incoming Wire Advice (This Section 6 is only applicable if Incoming Wire Advice has been checked above)

“Incoming Wire Advice” is the service requested by the Customer through CMO by which an advice of an incoming wire is made available to the Customer when wire proceeds are credited to the Customer’s Canadian or U.S Account.

7. Stop Payments (This Section 7 is only applicable if Stop Payments has been checked above)

7.1. Stop Payments on Cheques and Pre-Authorized Debits on CMO

- a) “**Stop Payments**” means the Service requested by the Customer through CMO, in which CIBC stops payment of a cheque issued by the customer or a Pre-Authorized Debit.
- b) “**Pre-Authorized Debit**” means a payment made by the Customer in favour of its payee that is pre-authorized by the Customer, for settlement through the national clearings and settlement system.
- c) CIBC will use all reasonable efforts to Stop Payment of the cheque or Pre-Authorized Debit. CIBC will require a reasonable period of time to process the Stop Payment order.
- d) Stop Payment requests must be made between 7:00 am EST and 9:00 pm EST on a Business Day in order to be accepted by CIBC and will be effective as of that day.
- e) A Stop Payment request for a cheque is in effect for 12 months from the later of i) the date the request is accepted by CIBC or ii) the date of the cheque, if such date is provided by the Customer. A Stop Payment request for a Pre-Authorized Debit is in effect for 12 months from the date the request is accepted by CIBC. CIBC will have no liability if an item is paid after the relevant 12 month period.
- f) CIBC is only required to Stop Payment of the cheque or Pre-Authorized Debit that matches the description the Customer provides exactly. If any of the relevant details the Customer provides are wrong and CIBC pays the cheque or Pre-Authorized Debit, CIBC does not have to reimburse the Customer for the amount of the cheque or Pre-Authorized Debit.
- g) If for any other reason the cheque or Pre-Authorized Debit is paid, then, subject to the terms of this paragraph, and unless it represents payment of a just debt, CIBC will reimburse the Customer for the amount of the cheque or Pre-Authorized Debit (and refund the service charge) and have no further liability to the Customer. The Customer agrees to review its Account by examining its transaction activities to determine if the cheque or Pre-Authorized Debit has been paid in error, and if so, will notify CIBC immediately. CIBC will not be required to reimburse the Customer for the amount of the cheque or Pre-Authorized Debit and the service charge unless the Customer notifies CIBC within the time period set out in the applicable Account agreement.
- h) Stop Payment requests that are only created and saved but not submitted to CIBC will not be processed.

Additional terms and conditions applicable to Pre-Authorized Debits only:

- i) The Stop Payment request for a Pre-Authorized Debit means the Customer withdraws its consent to have the Account debited for the Pre-Authorized Debit and requests CIBC to refuse payment of the Pre-Authorized Debit. If for any reason a Pre-Authorized Debit is paid, the Customer may ask CIBC to return it to the originating bank if it was not in accordance with the authorization to the payee, for one or more of the following reasons:
 - i) the Customer has no agreement with the payee for the Pre-Authorized Debit ,
 - ii) the Customer cancelled the authorization to the payee,
 - iii) the wrong account was debited,
 - iv) the wrong amount was debited, or

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

Channel Services Schedule

- v) the Customer did not receive the applicable notification of the amount of the Pre-Authorized debit in accordance with the authorization.

The Customer agrees to make the above request by providing CIBC with a suitable statutory declaration within 90 calendar days (in the case of consumer Pre-Authorized Debits) or 10 Business Days (in the case of business Pre-Authorized Debits) of the date the Pre-Authorized Debit is debited to the Account. CIBC is not obliged to return the Pre-Authorized Debit to the originating bank unless the Customer notifies CIBC and provides the required statutory declaration within the above time limits.

- j) The Customer acknowledges that a Stop Payment request on a Pre-Authorized Debit will only be effective for the next scheduled Pre-Authorized debit following acceptance of the request by CIBC. In order to stop all future Pre-Authorized Debits to a specific payee, the Customer must contact that payee directly and make arrangements to stop those payments.

7.2. Cancellation of Stop Payments on Cheques and Pre-Authorized Debits

- a) Requests to cancel Stop Payments must be made between 7:00 am EST and 9:00 pm EST in order to be accepted by CIBC.
- b) If the Customer requests a cancellation of a Stop Payment, CIBC will use all reasonable efforts to cancel the Stop Payment. However, CIBC will not be liable in circumstances where the cheque or the Pre-Authorized Debit has been stopped prior to CIBC's acceptance of the cancellation request.
- c) CIBC is only required to cancel a Stop Payment if the Customer provides CIBC with sufficient details of the cheque or Pre-authorized Debit. CIBC will not be liable if any of the relevant details the Customer provides are wrong and CIBC does not cancel the Stop Payment.
- d) CIBC will not reimburse the Customer for the Stop Payment charge in the event that the cancellation request is processed

8. Termination. Either CIBC or the Customer may terminate this Schedule by giving the other party thirty (30) days' written notice. In addition, CIBC may terminate this Schedule without notice, if: i) the Customer breaches any term of this Schedule and the breach is not remedied within ten (10) days of CIBC requiring it to be remedied, or ii) the Customer becomes bankrupt or insolvent or iii) the Customer defaults in observance or payments of any of its covenants herein or in any other agreement between the Customer and CIBC

Each Person identified below is an authorized signatory according to the Customer's General Banking Resolution and the Customer confirms that each such person is duly authorized, on the Customer's behalf, to execute agreements relating to Business Banking Services.

Quebec Residents Only: It is my express wish that this form, the Agreement and all related documents be drafted in English.

Résidents du Québec seulement: Je demande expressément que la présente formule, l'Entente et tous les documents s'y rattachant soient rédigés en anglais.

List of Authorized Users:

As per section 3.2 (a) above, "Authority to Trade", the following individuals are authorized to Trade / settle on the Customer's behalf using CMO. Please provide a separate list if additional users are required:

Name of user

Restrictions if applicable

Name of user

Restrictions if applicable

Date

Customer Name

The Corporation of the County of Dufferin

X _____

Authorized Signatory

X _____

Authorized Signatory



CIBC GICs Deposits & Payments Services Agreement for Cash Management Services
Deposit Services Schedule

Customer Information

Name The Corporation of the County of Dufferin		Telephone No.	Fax No.
Address	City	Province/State	Postal Code/Zip
Contact Person(s):		Telephone No.	Fax No.

This Schedule constitutes a "Schedule" as referred to in, and supplements, forms part of and is subject to, the CIBC GICs Deposits & Payments Services Agreement for Cash Management Services dated as of _____ as amended and supplemented from time to time (the "Agreement") between The Corporation of the County of Dufferin (the "Customer") and Canadian Imperial Bank of Commerce ("CIBC"). All provisions contained in the Agreement govern this Schedule except as expressly modified below.

Capitalized terms used herein and not defined have the meanings given to such terms in the Agreement.

Check and initial each service that you want to use:

- Rapidtrans Deposit Acceleration
- Corporate Credit processing

1. Deposit Services

- 1.1. "Deposit Services" include, without limitation, Rapidtrans, Deposit Acceleration and Corporate Credit Processing Services, as these may be added to, re-named or otherwise changed by CIBC from time to time.
- 1.2. The Customer may arrange with CIBC to be provided with one or more Deposit Services which will enable deposits to be made to accounts at prearranged CIBC locations and at other financial institutions (each a "Depository Location"). A minimum volume requirement may apply to some of the Deposit Services. The Customer agrees:
 - a) All deposits made at a Depository Location will be transferred to one or more Accounts in the Customer's name (each a "Designated Account").
 - b) The branch of account for a CIBC Depository Location will be the CIBC branch which maintains the Designated Account to which Customer deposits from that location are transferred.
 - c) Each deposit made at a CIBC Depository Location other than a processing centre, through a teller processing for same day value, will be processed for credit to the related Designated Account as of the same Business Day. Deposits received by CIBC at a processing centre by the time deadline advised to the Customer by CIBC will be processed for credit to the related Designated Account as of the same Business Day. Deposits received after such time deadline(s) will be processed for credit as of the next Business Day.
 - d) Deposit Services do not permit cash withdrawals to be made from the Designated Accounts, nor can cheques drawn on the Designated Accounts be cashed or certified, at any Depository Location.
 - e) Before the Customer instructs CIBC to transfer any Customer deposit located at another financial institution, the Customer shall make all arrangements necessary to ensure that CIBC's transfer instruction will be accepted at that financial institution.
 - f) If the Customer or someone on the Customer's behalf is not present when a deposit is received and as it is processed at any CIBC Depository Location:
 - i) Each Customer deposit shall be contained in a securely locked or securely sealed container.
 - ii) Any person(s) designated by CIBC is\are authorized on behalf of and as agents of the Customer to open the container, list the contents and present the contents to the appropriate CIBC officer for deposit.
 - iii) Unless and until such contents are accepted for deposit, such container and its contents shall be at the sole risk of the Customer without liability on CIBC's part and no deposit to the credit of the Customer's Designated Account shall be deemed to have been made.
 - iv) If a deposit container appears to be damaged, or not locked or sealed, it will not be opened by CIBC and the Customer will be notified as soon as is practicable to retrieve it.
 - v) CIBC's records with respect to the contents of any Customer deposit container are conclusive and binding upon the Customer.
 - vi) CIBC will not be liable for any act, delay or omission on the part of any party authorized by the Customer to carry out the transportation of Customer deposits on the Customer's behalf to a CIBC Depository Location.
 - g) CIBC may, without notice to the Customer, delete an Account held at a Depository Location from a Deposit Service, if such Account has been inactive for a period of six months or more.

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

Deposit Services Schedule

1.3. Additional Provisions Applicable to Rapidtrans Pre-Authorized Payments

CIBC will deliver business related payments pre-authorized in the Customer's favour by its clients (each a "Payor"), for settlement through the national clearings and settlement system (each a "Pre-Authorized Payment"), subject to the following:

- a) The Customer may provide instructions to CIBC via interactive voice recognition system (the "IVR") and may provide its IVR company number(s) and passcode(s) (collectively "IVR ID") to any Payor for the purpose only of permitting such Payor to instruct CIBC to deliver Pre-Authorized Payments. The Customer will immediately arrange to change its passcode(s) if the Customer knows or suspects that the confidentiality of its passcode(s) has been compromised in any way. The Customer agrees that each Pre-Authorized Payment instruction which CIBC receives via the IVR accessed using the Customer's IVR ID (an "IVR Instruction"), will be conclusively considered to be valid and binding upon the Customer, even if, without limitation, not sent by the Customer, a Payor or an authorized person on either of the Customer's or Payor's behalf.
- b) The Customer agrees that before CIBC commences providing Pre-Authorized Payments from Payors, the Customer shall
 - i) obtain written authorization from each Payor in the form required or preapproved by CIBC ("Payor Authorization"), and
 - ii) ensure each Payor receives a signed copy of the Payor Authorization and has an informed understanding of the Customer's pre-authorized payment plan.
- c) The Customer agrees that it is bound by and shall comply with the Payor Authorization and shall make any Payor Authorization available for inspection, on request by or on behalf of CIBC, the Payor or the Payor's bank.
- d) The Customer agrees to be responsible and liable for every Pre-Authorized Payment entered into the clearing system on the Customer's behalf pursuant to an IVR Instruction received by CIBC, and shall indemnify and save harmless CIBC and any other financial institution from all loss, costs, fees, damages, expenses, liability, claims, suits and demands that CIBC or such other financial institution may incur or be under arising from or in connection with CIBC providing Pre-Authorized Payments to the Customer, including, without limitation, the Customer will pay or reimburse CIBC or any other financial institution: i) if as a result of the Customer's instructions to CIBC, or any IVR Instructions, any amount is credited or debited in error by CIBC or any other financial institution, and ii) for payment of any claim made by a Payor or any other person in accordance with the CPA Rules in respect of any Pre-Authorized Payment delivered on the Customer's behalf.
- e) CIBC will not be liable for any loss or damage to the Customer or Payors caused or contributed in any manner by use of the IVR. The Customer and Payors will be responsible for to maintain its own contingency procedures if for any reason the Customer or Payors are unable to provide instructions via the IVR. CIBC makes no warranties or conditions (express or implied) concerning the IVR, including without limitation warranties or conditions of merchantability or fitness for any particular purpose. CIBC is not responsible for the acts or omissions of any IVR Service Provider.

Each Person identified below is an authorized signatory according to the Customer's General Banking Resolution and the Customer confirms that each such person is duly authorized, on the Customer's behalf, to execute agreements relating to Business Banking Services.

Quebec Residents Only: It is my express wish that this form, the Agreement and all related documents be drafted in English.

Résidents du Québec seulement: Je demande expressément que la présente formule, l'Entente et tous les documents s'y rattachant soient rédigés en anglais.

Date

Customer Name
The Corporation of the County of Dufferin

X

Authorized Signatory

X

Authorized Signatory



CIBC GICs Deposits & Payments Services Agreement for Cash Management Services
Direct Deposit Payment Services Schedule

Customer Information

Name The Corporation of the County of Dufferin		Telephone No.	Fax No.
Address	City	Province/State	Postal Code/Zip
Country			
Contact Person(s):	Telephone No.	Fax No.	

This Schedule constitutes a "Schedule" as referred to in, and supplements, forms part of and is subject to, the CIBC GICs Deposits & Payments Services Agreement for Cash Management Services dated as of _____, as amended and supplemented from time to time (the "Agreement") between The Corporation of the County of Dufferin (the "Customer") and Canadian Imperial Bank of Commerce ("CIBC"). All provisions contained in the Agreement govern this Schedule except as expressly modified below.

Capitalized terms used herein and not defined have the meanings given to such terms in the Agreement.

Check and initial one of the services below that you want to use:

- Direct Deposit Direct Deposit with Pre-funded Settlement Option

Choose one or both options from below:

- Electronic Payment File Ad-hoc Payment Instruction

Capitalized terms used herein and not defined have the meanings given to such terms in the Agreement.

1. Direct Deposit Payment Services

"Direct Deposit Payment Services" include, without limitation, Direct Deposit File and Direct Deposit with Pre-funded Settlement Option as these may be added to, re-named or otherwise changed by CIBC from time to time.

"Ad-hoc Payment Instruction" means a payment instruction created and submitted by the Customer online via CMO.

"CMO" means CIBC Cash Management OnlineTM.

"Cut-off Time" is the standard deadline for submission of Payment Instructions being made to CIBC by the Customer as designated by CIBC from time to time.

"Electronic Payment File" refers to a file of payment instructions submitted by the Customer through one of the CIBC channels.

"File Transfer Service" or **"FTS"** means the unattended channel for sending payment files and receiving reports.

"Payment Instructions" includes Electronic Payment File and/or Ad Hoc Payment Instructions submitted for processing.

- a) The Customer can arrange with CIBC to be provided with certain Direct Deposit Payments Services through which CIBC will process the Customer's instructions for direct deposits to be made in Canadian or U.S. dollars to payees with accounts located at financial institutions in Canada (each direct deposit payee is referred to in this Section 1 as a "Payee").
- b) With respect to each Payee in whose favour the Customer directs CIBC to make a direct deposit, the Customer confirms the Payee has authorized the Customer to credit the Payee's account.
- c) CIBC will advise the Customer of security procedures the Customer may use to enhance the Customer's protection against unauthorized use of Direct Deposit Payment Services, including that the Customer may authorize Customer personnel to have security functions ("Security Officers") and require instructions for funds transfers to be generated by more than one person in the Customer's organization ("Authorized Customer Operators"). The Customer accepts full responsibility for any authority which is given to and exercised by any Customer Security Officer and Authorized Customer Operator.
- d) The Customer agrees to accept sole responsibility for any error, deficiency or inconsistency in the information which the Customer provides CIBC with respect to any Payee including, without limitation, the Customer agrees that CIBC shall not be responsible to verify the accuracy of such information provided by the Customer and that CIBC may rely solely on an account or other identifying number provided to effect any direct deposit payment the Customer has instructed even if it identifies a person different from the Payee named by the Customer.
- e) The Customer acknowledges that CIBC may effect direct deposit Payments Instructions by the Customer in Canadian and US dollars through the Automated Clearing Settlement System of the Canadian Payments Association ("CPA") and that in doing so each such Payment Instruction by the Customer is governed, and CIBC is bound, by the CPA Rules. The Customer agrees that CIBC's ability to initiate the Customer's Payment Instructions is subject to the CPA Rules and that CIBC will not be liable to the Customer (whether for breach of contract, tort, or any other basis) for its compliance with the CPA Rules.

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

Direct Deposit Payment Services Schedule

- f) The Customer agrees that its direct deposit Payment Instructions will be submitted to CIBC with sufficient lead-time to allow CIBC to accept, process and disburse payments in accordance with the scheduled Canadian Interbank exchanges facilitated by the Canadian Payments Association. For standard processing of all Direct Deposit Payment Services, unless CIBC approves a later file submission time in writing, the Customer must submit its direct deposit Payment Instructions to CIBC no later than the Cut-off Time. If Payment Instructions are submitted for processing after the Cut-off Time, the Customer acknowledges that CIBC will make reasonable efforts to disburse the payments, but that funds may be posted to Payee accounts either i) later than expected by the Customer and the Payees on the payment due date, or ii) on the Business Day following the payment due date. CIBC will not be liable under any circumstance to the Customer, the Payee or any other person for any damages, loss or liability of any nature arising from the Customer's failure to meet the Cut-off Time.
- g) If the Customer uses the Direct Deposit with Pre-funded Settlement Option service using CMO, the Customer will ensure that the available balance in its designated settlement account will not be less than the total settlement value of the current dated payments at the time the Payment Instructions are submitted to CIBC. The Customer acknowledges the available balance in its designated settlement account also includes any approved and unutilized overdraft attached to such account. The Customer acknowledges that if the available balance in its designated settlement account is less than the total value of current dated payments, CIBC will be unable to process the direct deposit Payment Instructions. At the time the Customer submits its direct deposit Electronic Payment File to CIBC, CIBC will debit the Customer's account for an amount equal to the total settlement value of the current dated payments.
- h) If the Customer uses the Direct Deposit with Pre-funded Settlement Option service using FTS, the Customer will ensure that the available balance in its designated settlement account will not be less than the total settlement value of the current dated payments at the time the Electronic Payment File is submitted to CIBC. The Customer acknowledges the available balance in its designated settlement account also includes any approved and unutilized overdraft attached to such account. The Customer acknowledges that if the available balance in its designated settlement account is less than the total value of the current dated payments, CIBC will be unable to process the direct deposit Electronic Payment File for processing. At the time the Customer submits its direct deposit Electronic Payment File to CIBC, CIBC will debit the Customer's account for an amount equal to the total settlement value of the Electronic Payment File. CIBC will hold such funds in a suspense account until the funds are disbursed by CIBC on the payment due date. CIBC will not pay any interest to the Customer or the Payee in respect of the direct deposit funds being held in the suspense account.

2. Termination. Either CIBC or the Customer may terminate this Schedule by giving the other party thirty (30) days' written notice. In addition, CIBC may terminate this Schedule without notice, if: i) the Customer breaches any term of this Schedule and the breach is not remedied within ten (10) days of CIBC requiring it to be remedied, or ii) the Customer becomes bankrupt or insolvent or iii) the Customer defaults in observance or payments of any of its covenants herein or in any other agreement between the Customer and CIBC

Each Person identified below is an authorized signatory according to the Customer's General Banking Resolution and the Customer confirms that each such person is duly authorized, on the Customer's behalf, to execute agreements relating to Business Banking Services.

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Résidents du Québec seulement: Je demande expressément que la présente formule, l'Entente et tous les documents s'y rattachant soient rédigés en anglais.

Date

Customer Name
The Corporation of the County of Dufferin

X

Authorized Signatory

X

Authorized Signatory



**CIBC GICs Deposits & Payments Services Agreement for Cash Management Services
Government Payment & Filing Service Schedule**

Customer Information

Name The Corporation of the County of Dufferin		Telephone No.	Fax No.
Address	City	Province/State	Postal Code/Zip
Contact Person(s):		Telephone No.	Fax No.
Main Branch Transit Number and/or Location		Language Preference <input type="checkbox"/> English <input type="checkbox"/> French	
CIBC Relationship Manager Name		CIBC Relationship Manager Phone Number	

* The province/state code is required to best match the client's geographic location to properly calculate the payment cut-off time.

This Schedule constitutes a "Schedule" as referred to in, and supplements, forms part of and is subject to, the CIBC GICs Deposits & Payments Services Agreement for Cash Management Services dated as of _____, as amended and supplemented from time to time (the "Agreement") between The Corporation of the County of Dufferin (the "Customer") and Canadian Imperial Bank of Commerce ("CIBC"). All provisions contained in the Agreement govern this Schedule except as expressly modified below.

Capitalized terms used herein and defined have the meaning given to such terms in the Agreement.

Request Type

New Service

Service Change :

- Cancel Service* Add Company Administrator* Delete Company Administrator* Change Company Administrator*
- Account Change*

PFS ID	Date
_____	_____

*PFS ID is required

Type of Service

- Single User (No Authorization) or Multiple User/Authorization, with Dual Company Administrator Authorization*

***A minimum of 2 Company Administrators required. Any changes initiated by a Company Administrator will require approval by a second Company Administrator.**

Single User/Company Administrator Name	Dual Company Administrator Name
_____	_____
Telephone No.	Telephone No.
_____	_____
Email Address	Email Address
_____	_____

*** Note: The GPFS User ID and Password will be emailed separately.**

Service Feature Available for Multiple User/Authorization only:

Optional Transaction Alert Messages: Yes No

If you select "Yes", Transaction Alert Messages will be sent to the authorized users by email, in the following situations:

- A transaction has been initiated to be processed (no approval required)
- A post-dated transaction will be processed in 7 calendar days
- A transaction has been initiated and requires approval (transaction in pending status)
- A pending transaction requires approval and will expire in 7 calendar days

Note: Email is not secure and may be lost , intercepted or read by others.

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

Government Payment & Filing Service Schedule

Account to be used for payments – max. 15 accounts (first input used for billing account)

	Transit	Account	Account Description (maximum 10 characters)
Add			
Add			
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Add			
Add			
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Add			
Add			
Add			
Add			
Add			
Add			
Add			
Add			
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For CIBC/BCC Use Only

Approved by:

_____ X _____
Name Signature Telephone No.

Segment:

Small Business Mid Market Large Corporate

This form has been signed in accordance with the signing authorities on file. Client verification checks have been conducted in accordance with CIBC's anti-money laundering procedures.

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

Government Payment & Filing Service Schedule

If your enrolment application is accepted by CIBC, the following legal terms and conditions will govern your use of the CIBC Government Payment and Filing Service:

Government Payment and Filing Service Schedule

1. **Definitions.** In this Schedule, the following terms have the following meanings:

“**Account**” means any CIBC account(s) belonging to the Customer and approved by CIBC for participation in the Service;

“**CIBC**” means Canadian Imperial Bank of Commerce;

“**Business Day**” means any day except Saturday, Sunday and national holidays;

“**Customer**” means the Person that applied for the Service and each individual authorized by the Customer and CIBC to use the Service; each such authorized individual is legally bound by the terms of this Schedule;

“**Person**” means a corporation, sole proprietorship, partnership, joint venture, association or other entity;

“**Payment**” means a payment and/or tax filing remittance made by the Customer to a Recipient;

“**Schedule**” means this Schedule between the Customer and CIBC;

“**Service**” means CIBC’s Government Payment and Filing Service;

“**Service Charge**” means the amount charged per transaction being either:

A payment/filing initiated by the Customer and processed by CIBC, or

A payment/filing initiated by the Customer and processed by CIBC with Transaction Alert Messages provided by CIBC;

“**Service Password**” means the initial password provided by CIBC and any replacement password selected by the Customer for the Customer’s use alone to identify and enable the Customer to access the Service;

“**Recipient**” means the government entity or agency that is the recipient of a payment for a Tax Type;

“**Tax Type**” means one of the tax types listed in Schedule A to this Schedule, as Schedule A is amended by CIBC from time to time.

2. **Service Password.** The Customer shall keep the Service Password confidential and agrees that the Service Password is for the Customer’s own use, solely. The Customer shall take every reasonable precaution to ensure that the Service Password is not disclosed, accidentally or otherwise, to anyone at any time. When choosing their Service Password the Customer will not use all or any part of:

i) a password the Customer uses for any other banking services;

ii) the Customer’s name;

iii) the Customer’s telephone number or address or other information unique to and that may be identifiable with the Customer.

If the Customer thinks anyone else may know the Customer’s Service Password, the Customer shall immediately act to have the Service Password changed.

3. **Customer Liability.** The Customer is liable for any and all losses that occur if the Customer’s Service Password is used to access the Customer’s Account, whether that use is authorized by the Customer or it is not.

4. **Enrolment.** The Customer will provide CIBC with the information required to be enrolled on the Service, including the Customer’s full legal name and Service and billing account information (“Enrolment Information”) to the fax number on the enrolment form available on CIBC’s website. CIBC will process the Enrolment Information and will advise the Customer if CIBC accepts the enrolment form and the Customer is able to use the Service. After being enrolled in the Service, the Customer will promptly advise CIBC when there is any change to the Enrolment Information by faxing the updated information to the fax number on the enrolment form.

5. **Registration for Tax Types.** Once the Customer is enrolled in the Service, the Customer may use the Service to register for one or more Tax Types, so that they can use the Service to make payments for these Tax Types. CIBC may add or delete Tax Types from Schedule A from time to time and such changes will be effective when CIBC provides the Customer with notice on <http://www.cibc.com/>.

6. **Payment Initiation Date.** When the Customer has registered to make Payments for a Tax Type, the Customer may initiate Payments for the Tax Type at any time on any day, including non-Business Days. A payment initiation date will be established for each Payment as the day on which the Customer inputs Payment transaction instructions, prior to 12:00 o’clock a.m. Eastern Time (the “Payment Initiation Date”).

7. **Value Date.** The Customer may initiate Payments for receipt by a Recipient for value on a Business Day not sooner than the next Business Day following the Payment Initiation Date and not later than the first anniversary of the transaction initiation date (the “Value Date”). If applicable, the Account will be debited for the amount of each Payment on the Value Date of such Payment. Payments cannot be recalled and are irrevocable as of 12:00 o’clock a.m. Eastern Time the Value Date of the Payment. The Customer may cancel or recall a Payment any time before 11:59 p.m. Eastern Time on the day before the Value Date of such Payment.

8. **Confirmation.** After a Payment has been initiated, the Customer will receive a confirmation number indicating that the Service has accepted the instruction to make the Payment.

9. **Unauthorized Overdraft.** The Customer will not initiate any Payment that could create an unauthorized overdraft in the Customer’s Account(s). The Customer acknowledges and agrees that CIBC is under no obligation and may decline to act upon or to complete, and may reverse, any Payment which causes or in CIBC’s opinion could cause any Account to be overdrawn in any unauthorized amount.

10. **Disputes.** The Customer will settle directly with the Recipient any disputes or claims that the Customer may have regarding any Payment to a Recipient. CIBC has no responsibility for any problems or disputes with Recipients, including if a Recipient does not credit the Customer for a Payment, imposes any additional charges on the Customer, or takes any other actions. CIBC will not be responsible for processing delays by Recipients.

11. **Accuracy of Information.** The Customer is responsible for the accuracy and completeness of all information provided to CIBC and to a Recipient in connection with the Service.

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

Government Payment & Filing Service Schedule

12. **Service Charges.** The Customer will pay CIBC's standard Service Charges for the Service, as described in the fees brochure, Business Account Service Fees. The Customer authorizes CIBC to debit such Service Charges to any account in the Customer's name from time to time. CIBC may change the Service Charges from time to time on not less than 30 days notice to the Customer. CIBC will post this notice on <http://www.cibc.com/>.
13. **Limitation of CIBC's Liability.** Subject to the governing law of your jurisdiction, CIBC will not be liable for any loss, damage or injury to the Customer of any type caused or contributed to in any way by using the Service, accessed via the Internet. There are no warranties, or conditions, express or implied, concerning the Service, the Internet or on-line service providers or Internet Browser software, including (among other things) any warranties or conditions of merchantability or fitness for any particular purpose. CIBC is not responsible for the acts or omissions of any Internet service provider, on-line service provider, or defects or inadequacies of any software the Customer may use. In addition, CIBC will not be liable for any delay in sending or failure to send an optional e-mail alert message.
14. **Termination.** CIBC will have the right to terminate this Schedule at any time without notice to the Customer, withdraw its permission to the Customer to use the Service, or cancel or alter all or any part of the Service, without being liable for any loss or inconvenience to the Customer resulting from any such action. The Customer may terminate this Schedule at any time by sending notice to CIBC to the fax number on the enrolment form available on CIBC's website. Such notice shall be effective immediately upon receipt and acknowledgement by CIBC.
15. **Service Bureau.** The Customer acknowledges and agrees that CIBC may use the services of any electronic data processing service bureau (a "Third Party") for the provision of the Service and consents to the release of any Customer information required for the Third Party to provide the Service.
16. **Records and instructions.** CIBC may keep only electronic records, if it wishes. CIBC's records will be conclusive and binding upon the Customer in any disputes, including all legal proceedings, as the best evidence of Service transactions, in the absence of clear proof that the CIBC's records are erroneous or incomplete. CIBC may rely upon the Customer's instructions delivered through the Service as if they had been signed and in writing. All Service transactions are subject to verification and acceptance by CIBC.
17. **Email Communication.** Enrolment information will be sent by regular email to the authorized users to (a) advise that the application has been accepted and provide the user ID for the service and (b) provide a temporary password for the service. If the Customer has indicated that it wishes to receive optional Transaction Alert Messages on the enrolment application, CIBC will send the alert messages by regular e-mail to the authorized users, in each of the following circumstances: (a) a transaction has been initiated to be processed (no approval required); (b) a post-dated transaction will be processed in 7 calendar days; (c) a transaction has been initiated and requires approval (transaction in pending status); (d) a pending transaction requires approval and will expire in 7 calendar days. The Customer acknowledges that e-mail is not secure, may be lost, intercepted, reviewed or altered by others, and acknowledges that they accept the risk involved in sending messages by e-mail.
18. **Governing Law.** For Customers located outside Quebec, this Schedule will be governed by the laws of Ontario and the laws of Canada applicable in Ontario. For Customers located within Quebec, this Schedule will be governed by the laws of Quebec and the laws of Canada applicable in Quebec.
19. **Receipt of Schedule; Company Administrators; Signatories.** The Customer acknowledges receipt of a copy of this Schedule. The Customer represents and warrants to CIBC that any Single User or Company Administrator identified on the enrolment form is duly authorized by the Customer to administer and/or use the Service to effect Payments on the Customer's behalf. By signing below, each of the signatories to this Schedule represent and warrant that they have the power to legally bind the Customer.
20. **Amendment of Schedule.** CIBC may make changes in this Agreement at any time and such changes will be effective upon receipt of written notice of the change by the Customer. The Customer's use of the Service after receipt of a notice of change means that the Customer agrees to be bound by the Agreement as amended in accordance with the notice. If the Customer does not agree to a change in the Agreement, the Customer agrees to immediately stop using the Service. Unless otherwise agreed in writing, notices under this section shall be given to the Customer at the address or fax number of the Customer, and to the attention of the position, last shown in CIBC's records. Notices shall be given by delivery, fax or registered mail and deemed received:
 - i) on the date of delivery, if delivered by hand;
 - ii) on the date recorded by CIBC's fax machine as the time of sending, if sent by fax; and
 - iii) on the fifth postal delivery day following the date of mailing, if sent by prepaid registered mail at a time when normal postal service is in effect.

Each Person identified below is an authorized signatory according to the Customer's General Banking Resolution and the Customer confirms that each such person is duly authorized, on the Customer's behalf, to execute agreements relating to Business Banking Services.

Quebec Residents Only: It is my express wish that this form, the Agreement and all related documents be drafted in English.

Résidents du Québec seulement: Je demande expressément que la présente formule, l'Entente et tous les documents s'y rattachant soient rédigés en anglais.

Date

Customer Name
The Corporation of the County of Dufferin

X

Authorized Signatory

X

Authorized Signatory

Government Payment & Filing Service Schedule

Schedule A – List of Recipients and Tax Types

Federal

- Payroll Deductions – twice monthly, weekly, monthly
- Corporate Tax Payments
- Personal Tax Installments
- GST Return (GST34)
- GST Remittance (GST58)

Provincial – Ontario

- Family Responsibility Office, Ministry of the Attorney General
- Employer Health Tax
- Corporation Tax
- Retail Sales Tax (Payment)
- Retail Sales Tax (Return)

Provincial – British Columbia

- Social Service Tax (Provincial Sales Tax)

Provincial – Alberta

- Alberta – Teachers' Retirement Payment
- Alberta – Teachers' Association Payment
- Alberta – School Employee Benefit Payment
- Alberta – School Employee Health Spending Account
- Alberta Revenue – Corporate Income Tax
- Alberta Revenue – Fuel Tax Collectors
- Alberta Revenue – Fuel Tax - Railway Companies
- Alberta Revenue – Health Costs Recovery
- Alberta Revenue – Tourism Levy
- Alberta Revenue – Insurance Corporations Tax
- Alberta Revenue – International Fuel Tax (IFTA)
- Alberta Revenue – Propane Tax Collectors
- Alberta Revenue – Tobacco Tax
- Alberta Finance – Unclaimed Property Program

Provincial – Nova Scotia

- WCB of Nova Scotia Premium

Provincial – Quebec

- Combined Sales Tax and GST (TVQ & TPS)
- Combined Sales Tax and GST Installment
- Corporate Installment Remittance
- GST Installment
- GST Remittance
- Payroll Source Deductions – Monthly, Twice Monthly, Weekly, Quarterly
- Personal Installment Remittance
- Sales Tax Installment (QST)
- Sales Tax Remittance (TVQ)
- Collection of Support Payments
- Quebec CSST Payment

Provincial – Saskatchewan

- Provincial Sales Tax
- Corporate Capital Tax Installment
- Fuel Tax
- Liquor Consumption Tax
- Retailer Tobacco Tax
- Wholesale Tobacco Tax

Provincial – Prince Edward Island

- 911 Cost Recovery Fee Return
- Financial Corporation Capital Tax Annual
- Financial Corporation Capital Tax Monthly
- Fuel Tax Return
- GeoLinc Plus Payment Remittance
- Property Tax Payment Remittance
- Vendor Return - Environment Tax
- Vendor Return - Revenue Tax (PST)
- Wholesale Tobacco Vendors Return

CIBC may add or delete Tax Types from Schedule A from time to time. Such changes will be effective when CIBC provides the Customer with notice on www.cibc.com



CIBC GICs Deposits & Payments Services Agreement for Cash Management Services
Pre-Authorized Payments Services Schedule

Customer Information

Name The Corporation of the County of Dufferin		Telephone No.	Fax No.
Address	City	Province/State	Postal Code/Zip
Contact Person(s):		Telephone No.	Fax No.

This Schedule constitutes a "Schedule" as referred to in, and supplements, forms part of and is subject to, the CIBC GICs Deposits & Payments Services Agreement for Cash Management Services dated as of _____, as amended and supplemented from time to time (the "Agreement") between The Corporation of the County of Dufferin (the "Customer") and Canadian Imperial Bank of Commerce ("CIBC"). All provisions contained in the Agreement govern this Schedule except as expressly modified below.

Capitalized terms used herein and not defined have the meanings given to such terms in the Agreement.

Check and initial each service that you want to use:

- Pre-Authorized Payment (Electronic Payment File)
- Pre-Authorized Payment (Ad-hoc Payment Instruction)

Select the option below if you would like the Re-presentation option:

- Re-presentation

1. Pre-Authorized Payments

"Ad-hoc Payment Instruction" refers to a Pre-Authorized Payment instruction created and submitted by the Customer online via CMO.

"CMO" means CIBC Cash Management Online™.

"Electronic Payment File" refers to a file of Pre-Authorized Payment instructions submitted by the Customer through one of the CIBC channels.

"File Transfer Service" or **"FTS"** means the unattended channel for sending payment files and receiving reports.

"Pre-Authorized Payments" means consumer and/or business related payments pre-authorized in the Customer's favour by its clients (each a "Payor").

"Pre-Authorized Payments Service" means the Service through which CIBC will deliver Pre-Authorized Payments for settlement through the national clearings and settlement system, as the Service may be added to, re-named or otherwise changed by CIBC from time to time.

"Re-presentation" is an optional feature whereby the Customer may arrange with CIBC to permit a one-time electronic re-presentation of Pre-Authorized Payments which have been delivered through the clearing and returned to CIBC and not settled for reason of "Non-Sufficient Funds" or "Funds Not Cleared". Any such Re-Presentation payment must be for the same amount as the original debit and may not contain interest, NSF charges or any other charges in addition to the original Pre-Authorized Payment amount. Any such Re-presentation payment must be re-presented within 30 days of the original payment date.

- a) The Customer agrees to be bound by, comply with, respect and apply all relevant provisions of the Canadian Payments Act and all related by-laws, rules and standards in force from time to time as they apply to Pre-Authorized payments including, without limitation, the confirmation/pre-notification requirements or waiver of pre-notification requirements and cancellation requirements as set out in CPA Rule H1.
- b) The Customer agrees that before CIBC commences providing the Pre-Authorized Payments Service, the Customer shall i) obtain written authorization from each Payor in the form required or pre-approved by CIBC ("Payor Authorization"), ii) ensure the Payor Authorization is signed by a valid signing authority(ies) for the account on which the Pre-Authorized Payments will be drawn and that the signature method employed by the Payor complies with the requirements of CPA Rule H1 (such Rule as it may be amended, supplemented or replaced from time to time), and iii) ensure each Payor receives a signed copy of the Payor Authorization and has an informed understanding of the Customer's Pre-Authorized Payment plan and of the recourse, notification and other provisions of CPA Rule H1 relevant to Payors.
- c) The Customer agrees that it is bound by and shall comply with i) the Payor Authorization and shall make any Payor Authorization and/or details of the Payor Authorization process available for inspection, within a reasonable time, on request by or on behalf of CIBC, the Payor or the Payor's bank, ii) the pre-notification or waiver of pre-notification requirements of CPA Rule H1 for changes to payments, including amount, payment date, assignment and/or payee name changes, iii) the requirement of CPA Rule H1 to obtain an authorization from the Payor for each and every sporadic frequency Pre-Authorized Payment issued by the Customer, iv) the requirement of CPA Rule H1 with respect to the timely cancellation of a Pre-Authorized Payment and v) all other provisions relevant to "Payees" under CPA Rule H1.
- d) The Customer agrees CIBC may debit any account in the Customer's name at any branch of CIBC with the amount of any Pre-Authorized Payment that, having been previously credited to a Customer's account, is returned to CIBC unpaid for any reason (whether or not such return is in compliance with the CPA Rules), or in respect of which CIBC does not receive settlement. The Customer will owe CIBC each amount so debited.

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

Pre-Authorized Payments Services Schedule

The Customer shall undertake and agree to i) accept and act on any notice of change of a Payor's payment routing information that it receives from CIBC that was provided to CIBC by another financial institution in relation to an administrative change to that information by the financial institution pursuant to CPA Rule F12 that does not involve changing that financial institution and ii) deem such notice of change to be that Payor's authorization to change its relevant payment routing information, provided that CIBC shall be responsible to the Customer only for the accuracy of information provided in any such notice of change that it provides to the Customer.

- e) The Customer may not assign the EFT originator number or any Payor Authorization, or redirect the Pre-Authorized Payments Service to another Payee, whether directly or indirectly, by operation of law, change of control or otherwise, without the prior written consent of CIBC.
- f) In the event that the Customer's name changes, the Customer agrees to provide a minimum of ten (10) days written notice to the Payor in advance of the next Pre-Authorized Payment.
- g) The Customer agrees that, subject to the expiry of any reasonable cancellation notice period, not to exceed 30 days, that has been clearly set out in any agreement between the Customer and the Payor (including in the Payor's Authorization), upon receipt by the Customer of any written or otherwise oral communication from a Payor clearly instructing the Customer to cease issuing Pre-Authorized Payments or otherwise revoking the Payor's Authorization, the Customer shall use reasonable business efforts to cancel the Pre-Authorized Payment in the next business, billing or processing cycle but shall within not more than 30 days from the notice cease to issue any new Pre-Authorized Payments against that Payor and shall not issue any further Pre-Authorized Payments against that Payor unless and until that Payor provides the Customer with a new Payor Authorization.
- h) The Customer is solely responsible for the accuracy and completeness of all information furnished to CIBC and CIBC shall not be responsible in any way for errors resulting from the inaccuracy or incompleteness of any information furnished to CIBC by the Customer or any other officer, employee or agent of the Customer. The Customer agrees to be responsible and liable for every Pre-Authorized Payment it instructs CIBC to enter into the clearing system on the Customer's behalf. The Customer shall indemnify and save harmless CIBC and any other financial institution from all losses, costs, fees, damages, expenses, liability, claims, suits and demands (collectively, "Damages") that CIBC or such other financial institution may incur or be under arising from or in connection with CIBC providing Pre-Authorized Payments Service to the Customer, including, without limitation, any Damages arising from or related to: i) any Pre-Authorized Payment returned to CIBC for any reason, ii) any instruction from or on behalf of the Customer to CIBC that results in any amount being credited or debited in error by CIBC or any other financial institution, iii) any violation or non-compliance by the Customer of any provision of this Section 1, or iv) any claim made by a Payor or any other person in accordance with the CPA Rules in respect of any Pre-Authorized Payment delivered on the Customer's behalf, including, without limitation, any claim paid by CIBC or any other financial institution as a result of a declaration being filed by a Payor or other person alleging that the Pre-Authorized Payment was not drawn in accordance with the Payor Authorization, the Payor Authorization was revoked, the pre-notification requirements under CPA Rule H1 were not complied with, confirmation was not provided in accordance with Section 16 of CPA Rule H1, or no Payor Authorization exists between the Customer and the Payor. Without limiting the generality of the foregoing, and for greater certainty only, the Customer acknowledges and agrees that it shall be responsible and liable for any interest claims arising from or associated with the return of a Pre-Authorized Payment by a Payor for the reason that no Payor Authorization exists between the Customer and Payor. The indemnities in this Schedule shall survive the termination of the Pre-Authorized Payments Service, this Schedule and the Agreement.
- i) The Customer undertakes and agrees to reimburse CIBC and/or any other financial institution for payment of any claim made by a Payor in accordance with the CPA Rules Manual. This undertaking may be terminated by the Customer or by CIBC provided that written notice of such termination is given by the terminating party to the other party not less than thirty (30) days prior to the day upon which such termination is to take effect. Notwithstanding such termination, the provisions of CPA Rule H1 and the indemnification provisions of this Schedule shall continue to remain in full force and effect with respect to any Pre-Authorized Payment drawn and issued or any other obligation of CIBC in accordance with the provisions of this Schedule prior to the day upon which such termination takes effect.
- j) For Cash Management PADs only: In this subsection, the term "Cash Management PAD" has the meaning set out in CPA Rule H1. In addition to the other requirements of Section 1, the following provisions also apply to Cash Management PADs:
 - i) If the Customer is also the Payor, the Customer hereby provides its continuing but revocable authorization to debit its designated account with Cash Management PADs and represents and agrees that such authorization constitutes proper authority for the CPA member holding the Payor's account (the "Processing Member") to debit the Customer's designated account as may be set out in the Customer's account agreement with its Processing Member; and
 - ii) If the Customer and the Payor are not one and the same entity, but are closely affiliated businesses, the Customer agrees to ensure that the Payor shall sign or otherwise duly authorize the Payor Authorization related to the Cash Management PAD in a form that complies with the requirements set forth in Appendix II of CPA rule H1 and constitutes proper authority for the Payor's Processing Member to debit the Payor's designated account as may be set out in the Payor's account agreement with its Processing Member prior to any Cash Management PADs being issued against the Payor's account.

- 2. Termination.** Either CIBC or the Customer may terminate this Schedule by giving the other party thirty (30) days' written notice. In addition, CIBC may terminate this Schedule without notice, if: i) the Customer breaches any term of this Schedule and the breach is not remedied within ten (10) days of CIBC requiring it to be remedied, or ii) the Customer becomes bankrupt or insolvent or iii) the Customer defaults in observance or payments of any of its covenants herein of in any other agreement between the Customer and CIBC

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

Pre-Authorized Payments Services Schedule

Each Person identified below is an authorized signatory according to the Customer's General Banking Resolution and the Customer confirms that each such person is duly authorized, on the Customer's behalf, to execute agreements relating to Business Banking Services.

Quebec Residents Only: It is my express wish that this form, the Agreement and all related documents be drafted in English.

Résidents du Québec seulement: Je demande expressément que la présente formule, l'Entente et tous les documents s'y rattachant soient rédigés en anglais.

Date

Customer Name
The Corporation of the County of Dufferin

X

Authorized Signatory

X

Authorized Signatory