

GLOBAL CLIENT ACCOUNT AGREEMENT JURISDICTION SCHEDULES

CANADA JURISDICTION SCHEDULE

1. The additional terms and conditions in this Jurisdiction Schedule apply and are incorporated into and form part of the Agreement in respect of Accounts maintained in Canada. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement.

2. Deposits with the Canada Branch are NOT insured by the Canada Deposit Insurance Corporation.

Bank of America, National Association, Canada Branch is authorised to carry on business in Canada pursuant to the Bank Act. Its primary supervisor, The Office of the Comptroller of the Currency in the United States of America, is responsible for the supervision of the total business and affairs of Bank of America, National Association. Its business in Canada is supervised by the Office of the Superintendent of Financial Institutions.

For more information, you can contact the Office of the Superintendent of Financial Institutions at:

Office of the Superintendent of Financial Institutions
255 Albert Street
Ottawa, Ontario
K1A 0H2

By executing or otherwise accepting the Account Opening Form, you acknowledge receipt of this notice.

3. Subject to any specific instructions given in writing by you to us and acknowledged by us, you hereby waive in favour of us every requirement for presentment, dishonour, notice of dishonour, protest or notice of protest of all bills of exchange, promissory notes, cheques, orders for the payment of money, securities, coupons, notes and other instruments drawn, made, accepted or endorsed by you and now or hereafter delivered to any of our branches for any purpose whatsoever, and you will be liable to us in respect thereof as if presentment, dishonour or protest had been duly made or notice of dishonour or protest duly given. If we consider that any endorsement on an instrument is not yours or for any other reason, at the discretion of any officer, employee or agent of ours, the same may be noted and protested accordingly, but we will not in any event be liable to you for any failure or omission to note or protest any instrument. Without limiting the foregoing, we may refuse, without liability, to accept, honour, certify, pay or process any bills of exchange, promissory notes, cheques, orders for the payment of money, securities, coupons, notes or other instruments that do not comply with Applicable Law or standards.

4. It is the express wish of the Parties that the Agreement and all related documents be drawn up and executed in English. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant soient rédigés et signés en anglais.

5. We may disclose Customer Information to a person or entity that appears to have a legitimate need for such Customer Information including, without any limitation, any credit bureau or reporting agency and any party purporting to have granted, or to be considering granting credit to you.

6. Certain information about directors, officers and Account Signatories is required in connection with the establishment of Accounts in Canada. This information will be retained at our Canadian branch and is available on request.

7. In furtherance of Clause 3.1 in respect of Accounts maintained with our Canadian branch, the terms and conditions set out in the Agreement, including the Schedules, will be governed by the laws of the province of Ontario and the federal laws of Canada applicable therein.

8. Clause 3.2 is replaced as follows:

"Subject to Clause 3.3, in respect of each Account, the Parties submit to the courts of Ontario and undertake not to plead inconvenient forum in any proceedings relating to such Account."

9. Without limiting the generality of Clause 6.5, you agree not to make or pursue and you hereby waive, irrevocably, any present or future claim against us for interest which you have or may hereafter have pursuant to subsection 48(3) of Canadian Payments Association By-law No. 7 – LVTS adopted under the Canadian Payments Act (Canada) (as such subsection may be amended from time to time or replaced), notwithstanding that we have not fulfilled all or part of our obligations set out in sections 43 to 47 and 49

under such By-law (as they may be amended from time to time or replaced), provided that we have not acted negligently with regard to the performance of our obligations under such By-law.

10. For the purposes of Clause 7.2, such Clause will constitute an express agreement between you and us as to the fees, charges and costs relating to the Accounts and the maintenance of the Accounts at our Canada Branch. You acknowledge that you have received our schedule of charges, fees and costs in respect of Accounts maintained in Canada as at the date of the Agreement.
11. You will be notified in writing at least 30 days prior to the effective date of any increase of any fees, costs and charges applied to your Accounts at our Canadian branch or of any additional charges applicable to your Accounts maintained at our Canadian branch.
12. If you have any complaints related to charges applied to your Accounts with the Canadian branch, you should contact our Client Services Department at 1-888-221-8488 or by electronic mail at dedicatedcanada@bankofamerica.com. You may also contact the Ombudsman for Banking Services and Investments (OBSI) within 180 days after you receive a final response from us. You can contact OBSI at: Ombudsman for Banking Services and Investments, 401 Bay Street, Suite 1505, P.O. Box 5, Toronto, ON M5H 2Y4, telephone: 1-888-451-4519, fax: 1-888-422-2865, electronic mail: ombudsman@obsi.ca. In addition, if you have a complaint in respect of the obligations of the Canadian branch under a consumer provision you may communicate that complaint in writing to the Financial Consumer Agency of Canada 427 Laurier Ave. West, 6th Floor, Ottawa, Ontario K1R 1B9 or through its website at www.fcac-acfc.gc.ca.