

**FILE OBJECT: Supply Financial Services Related to the Various
Payment Services**

The applicant(s) or the firm, as identified in the application for membership to Visa Desjardins *Business* card (hereinafter individually and collectively called the "Cardholder") acknowledge(s) and agree(s) that upon each and every use by the Cardholder, or any authorized representative of the Cardholder, of the Visa Desjardins *Business* card (hereinafter called the "Visa Desjardins card") issued in the Cardholder's name by the Fédération des caisses Desjardins du Québec (hereinafter called the "Federation") to access credit granted by the Federation, the Cardholder shall be deemed to agree to, or confirm its agreement with, the terms and conditions below, and any supplement, amendment or renewal thereof, governing the issuance and use of the Visa Desjardins card. The word "firm" in this paragraph shall mean any organization carrying on business including, but not limited to, the following entities: an individual carrying on business, a business corporation, a cooperative, a company or a non-profit association.

The Cardholder acknowledges and agrees, in accordance with this variable credit contract, that the Cardholder shall be responsible for each of the credit cards issued in its name for the benefit of any authorized representative of the Cardholder, and for the use of these cards, even in cases where the latter no longer represent the Cardholder. The Cardholder acknowledges and agrees that the terms and conditions below apply, as appropriate, to the use of any of the Cheques associated with the Visa Desjardins card issued in the Cardholder's name to the Cardholder or any authorized representative of the Cardholder.

When the Cardholder or any authorized representative of the Cardholder signs the Visa Desjardins card issued in the Cardholder's name by the Federation, uses the card for the first time or authorizes a third party to do so, the Cardholder shall be deemed to agree to the following terms and conditions of use.

1. DEFINITIONS

In this Contract:

"Accessible Device" means an automatic teller machine, Point-of-Sale Equipment, digital touch keypad ("Touch-Tone" type) telephone connected to a "Touch-Tone" line, computer or other device allowing the authorized representative to make transactions with his Visa Desjardins Card.

"Authorized representative" means a natural person duly authorized by the Firm to hold and use a Visa Desjardins card issued for the benefit of the Firm and whose name appears on the said card.

"Cheque" means a Cheque drawn on the Firm's Visa Desjardins card account;

"Designated Administrator" means the person designated by the Firm to administer the Visa Desjardins cards issued in the name of the Firm for the benefit of its authorized representatives.

"Contactless technology": Technology identified as Visa payWave on the point-of-sale equipment which allows a cardholder to make a payment using the Visa Desjardins card at participating merchants (for maximum purchases between \$50 and \$150 based on merchant specifications); the transaction is carried out by simply "waving" the Visa card in front of the point-of-sale equipment, without having to sign a transaction slip or enter a Visa Desjardins PIN number in an accessible device.

"Online statement of account" means a statement of account the holder or an authorized representative, if applicable, can view through a website or application authorized by the Federation.

"Point-of-Sale Equipment" means an electronic terminal equipped with a card reader and a keypad that serves to make transactions by means of a Visa Desjardins card (e.g., point-of-sale terminal).

"Transaction Record" means the statement remitted by certain Accessible Devices confirming a purchase or a cash advance made by the authorized representative by means of his Visa Desjardins Card.

"Unauthorized Transaction" means a transaction made i) after reporting of the loss or theft of the Visa Desjardins Card, ii) after the Visa Desjardins

card has been cancelled or declared expired, iii) after, in accordance with this Contract, the authorized representative has reported that another person may know his Visa Desjardins PIN, iv) after the authorized representative has been obliged, under threat, to hand over his Visa Desjardins card or to communicate his Visa Desjardins PIN to a third party provided that he complains to the police authorities, that he notifies the Federation immediately and that he cooperates in any subsequent investigation, or v) after his Visa Desjardins PIN is usurped or stolen without his knowledge.

"Visa Desjardins PIN" means the confidential personal identification number of the authorized representative for use of his Visa Desjardins Card.

2. LIMIT TO WHICH THE CREDIT IS GRANTED

Each Visa Desjardins card may be used only by the authorized representatives of the Cardholder carrying a Visa Desjardins card within the approved limit shown on the statement of account. A credit limit may be modified at the Federation's discretion if the Cardholder so requests. However, any purchase that causes an authorized limit to be exceeded will be considered as an application by the Cardholder for an increase in the authorized credit limit.

3. MEMBERSHIP AND USER FEES

The membership and user fee, plus the applicable service charges, if applicable, are deemed to be a purchase for the purposes of Section 8 and will be recorded in the Cardholder's account on the monthly statement of each of the authorized representatives, as the case may be, upon the issuance of a card or cards, and subsequently, on each of the anniversary dates of such issuance.

4. STATEMENT OF ACCOUNT

The Federation shall send a monthly statement of account to the Cardholder for each Visa Desjardins card issued in its name, and to each authorized representative for the Visa Desjardins card or cards issued to such authorized representative.

5. MINIMUM PAYMENT

The Cardholder undertakes to repay to the Federation, through each of its authorized representatives, as the case may be, the purchases and Cash Advances made by means of the Visa Desjardins card and the Cheques, as well as all the credit charges in respect to the conditions and according to the terms of this contract.

No later than the due date indicated on the statement of account in respect of a period, the Cardholder shall pay, in a single payment:

- the entire balance, including the credit charges on the Cash Advances, on the Cheques, and on the unpaid portion of the previous month's balance, or at least 2% of the balance or \$50 if 2% of the balance is less than \$50;
- or any other sum fixed by the Federation of which the Cardholder will be notified.

6. APPLICATION OF PAYMENTS

Every payment first serves to pay (1) the credit charges, (2) the Cash Advances and the Cheques for a previous period, (3) the purchases bearing credit charges, (4) the Cash Advances and the Cheques for the period covered by the statement of account, (5) the purchases recorded during the period covered by the statement of account.

**7. AUTHORIZED PAYMENT SERVICE
(AVAILABLE FOR CENTRALIZED PAYMENT ONLY)**
a) Notice of Deduction

The Cardholder understands that after having selected the authorized payment service on the membership application for the Visa Desjardins *Business* Card, the Federation will send a letter to the Cardholder indicating the month beginning in which the first authorized payment will be deducted. The Cardholder allows the Federation to make a monthly deduction, on the due date indicated on its Visa Desjardins statement of account, in payment thereof, from the savings transaction account of the Financial Institution designated by the Cardholder on its card application (hereinafter called the "Financial Institution"), in accordance with the Rules of the Canadian Payments Association. The Federation shall give the Cardholder written notice of the amount that will be deducted from the account no less than 10 days in advance before the due date indicated on the Cardholder's monthly statement of account, except in the case of a fixed amount.

b) Fixed Amount Option

In the event that the fixed amount is less than the minimum amount due, the withdrawal will correspond to the minimum amount due, provided that the Federation gives the Cardholder written notice of the amount that will be deducted from the Cardholder's account no less than 10 days before the due date indicated on the statement of account. The Cardholder understands and agrees that the statement of account constitutes the 10 days notice mentioned above.

c) Special Terms of Payment

The Cardholder shall ensure that the amount of the withdrawal is available in its account. Any transaction resulting in insufficient funds will be subject to the rules in force for any usual payment mode. This authorization will be automatically revoked on prior notice that will be sent to the Federation no less than 5 business days before the date of deduction from the account. The Cardholder hereby releases the Financial Institution from all liability in case of non-compliance with the revocation, except if there is gross negligence on the part of the Financial Institution. The Federation reserves the right to terminate the authorized payment service at any time, on simple written notice. The Cardholder agrees that the Financial Institution is not bound to verify that the payment is deducted in accordance with the authorization. The Cardholder recognizes that the fact of giving this authorization to the Federation is equivalent to giving it to the Financial Institution.

d) Notice of Change

For any change of Financial Institution, folio or information on the Cardholder's identification, the Cardholder shall notify the Federation no less than 7 days in advance.

e) Change of Payment Option

If the Cardholder wishes to change its payment option, the Federation shall be informed no less than 5 business days before the date of deduction from the account.

f) Refund Claim

The Federation, through the Financial Institution, will refund the amounts withdrawn by mistake to the Cardholder, within a maximum period of 10 days following the withdrawal. A mistake may occur in the following circumstances:

- An amount was deducted from the Cardholder's account, without its authorization;
- The 10 days' prior notice of the deduction was not sent;
- The withdrawal was not made in accordance with the Cardholder's authorization;
- The Cardholder's authorization was revoked;
- The withdrawal was made from another account by mistake.

8. TIME LIMIT DURING WHICH THE CARDHOLDER MAY FULFILL ITS OBLIGATION WITHOUT BEING BOUND TO PAY CREDIT CHARGES

The Cardholder shall pay the total amount due on the statement without credit charges, within 21 days following the statement mailing date, except in the case of Cash Advances and Cheques, which are subject to credit charges from the date they are made.

9. ANNUAL INTEREST RATE

a) Purchase: Purchases recorded in the statement of account will bear interest at the Federation prime rate (the «Desjardins prime rate») in force on the billing date, plus a percentage of 8.5% per year. The rate applicable to the purchases upon each change of the said prime rate in force on the billing date. The annual interest rate charged to the Cardholder, which is composed of the two components described above, is indicated on each of the Cardholder's monthly statements of account.

b) Cash Advance and Cheque: Each Cash Advance and Cheque used will bear interest at the prime rate of Desjardins in force on the billing date plus a percentage of 8.5% per year. The rate applicable to Cash Advances and Cheques will vary upon each change in the aforesaid prime rate in force on the billing date. The annual interest rate charged to the Cardholder, which is composed of the two components described above, is indicated on each of the Cardholder's monthly statements of account.

10. CALCULATION OF CREDIT CHARGES

a) Centralized Payment

i. Purchase: No credit charges are calculated on purchases billed the first time when the balance is repaid in full before the due date indicated in the statement of account. Otherwise, the credit charges are calculated on the balance billed, from the billing date to the date of receipt of payment in full, if such payment is not made within the time limits stipulated in Section 8, at the annual interest rate described in Section 9a) hereof.

ii. Cash Advance and Cheque: The credit charges on the Cash Advances and on the Cheques are calculated on the average daily balance from the date when the transaction was made to the date of receipt of payment in full, at the annual interest rate indicated in section 9b) hereof.

b) Decentralized Payment

i. Purchase: No credit charges are calculated on purchases billed for the first time if the balance is repaid in full before the due date indicated in the statement of account. Otherwise, the credit charges are calculated on the average daily balance, from when the transaction was recorded in the statement to the date of receipt of payment in full, if this payment is not made within the time limits stipulated in Section 8, at the annual interest rate described in Section 9a) hereof.

ii. Cash Advances and Cheques: The credit charges on the Cash Advances and on the Cheques are calculated on the average daily balance from the date when the transaction was made to the date of receipt of payment in full, at the annual interest rate described in Section 9b) hereof.

11. CREDIT CHARGES FOR LATE PAYMENT

If the holder fails to make the required minimum payment by the due date indicated on his statement of account, the holder agrees to pay interest at the annual interest rate of 19.9% on any regular purchases, cash advances, cheques and instalments related to any equal instalment financing or cash advance by equal instalments already posted to the account at the time the payment becomes past due, as well as on any subsequent purchases, advances, instalments and cheques. Upon receipt of the required minimum payment indicated on the statement of account, the interest will revert to the regular interest rates that apply when the account is in good standing.

12. CANCELLATION OF THE CARD

Since the Visa Desjardins card is the property of the Federation, the Federation reserves the right to cancel the present authorized credit limit, to repossess the card or arrange for its repossession and to terminate the services it provides, without prior notice to the Cardholder or the authorized representative. In any of these cases, the Federation's liability cannot be raised.

13. ONLINE STATEMENT OF ACCOUNT

a) Registration for the online statement of account puts an end to the mailing of the paper version of the statement of account. However, depending on the date and time at which registration for the online statement of account occurs, a statement may be sent by mail without being available in electronic format. All subsequent statements of account will be available in electronic format only.

b) The holder acknowledges that the online statement of account has the same value as the paper version of the statement of account and that it constitutes sufficient written proof in any legal proceedings. The holder also acknowledges that it is responsible for accessing, viewing and archiving the statement of account for future use, if applicable.

c) The holder acknowledges that the Federation cannot be held liable for damages resulting from the inability to view the online statement of account further to any acts beyond the control of the Federation, including equipment failure or problems with an Internet service provider. If the holder is unable to view the online statement of account, it should contact the Federation immediately.

d) The Federation may at any time suspend access to the online statement of account and send the statement of account by mail.

14. VALIDITY OF THE CARD

The Cardholder agrees not to use the Visa Desjardins card or permit it to be used before the validity date or after the expiry date which is embossed on the card.

15. RESTITUTION OF THE CARD

Subject to section 15, in case of cancellation of one or more of the Visa Desjardins cards held by an authorized representative, the Cardholder is responsible for the restitution to the Federation of the cancelled cards. If the Cardholder withdraws the enjoyment of the Visa Desjardins card from one of the authorized representatives carrying a Visa Desjardins Card, the Cardholder is responsible for the destruction and restitution of the card withdrawn. The Cardholder remains liable for payment of the debt incurred by means of the card issued for the authorized representative from whom he has withdrawn the enjoyment of the Visa Desjardins Card, until the Federation is notified of such withdrawal.

16. LIABILITY OF THE FEDERATION

The Federation shall not be held liable for the rejection of the Visa Desjardins card by a merchant, nor for amendments, cancellations or replacements, by a supplier, of the benefits or discounts related to the Visa Desjardins Card.

17. CARD USED WITHOUT THE CARDHOLDER'S AUTHORIZATION

If a Visa Desjardins card is used without the authorization of the Cardholder or one of its authorized representatives carrying a Visa Desjardins Card, the Cardholder's liability shall not exceed \$50 and shall cease as soon as the Federation is notified of the loss or theft of the card.

18. DISPUTES

All disputes (concerning purchases, credit notes, requests for refunds, etc.) shall be subject to a direct settlement between the Cardholder and the merchant who accepted the Visa Desjardins Card.

19. CREDIT NOTE

Any credit note is charged to the Cardholder's account on the day it is received by the Federation, and it is only then that the Cardholder's ceases to be liable for the debt covered by the note.

20. FOREIGN EXCHANGE

Any purchase or Cash Advance made in foreign currency with the Visa Desjardins card will be payable in Canadian currency, and the conversion will be made at the exchange rate determined by the Federation on the date the Federation debited the account of the Cardholder and authorized representative.

A Cheque shall not be drawn in a currency other than Canadian currency. Any Cheque drawn in a foreign currency will be automatically returned to the Cardholder.

21. FORFEITURE OF BENEFIT OF TERM

In the event the Cardholder or any authorized representative does not comply with one of the conditions stipulated herein, the Federation may require immediate repayment of the entire balance of all the amounts owed by the Cardholder.

22. AMENDMENTS TO THE VARIABLE CREDIT AGREEMENT

The Federation reserves the right to amend the terms of use of the Visa Desjardins card on one month's written prior notice. The use of the Visa Desjardins card subsequent to such prior notice operates as acceptance of the amendments with effect from the effective date mentioned in the prior notice, both regarding the existing balance at that date and for the subsequent debits.

23. USE OF THE CARD AND THE CHEQUES

The Cardholder of the Visa Desjardins card undertakes that the card and the cheques will be used exclusively for business expenses. The Visa Desjardins card shall not be used for payment of any unlawful purchase. The Cardholder, through its authorized representatives, may draw a cheque in any amount up to the Visa Desjardins credit limit available for the authorized representative concerned. A cheque may not be used if the Cardholder fails to make the minimum payment required on the due date indicated on its statement of account under the Minimum Payment Due heading. If the amount of any Cheque exceeds the unused portion of the authorized representative's credit limit at the time of payment, the Cheque will be returned unpaid. Fees of \$20 will be charged for a returned Cheque and \$10 for a stop payment.

24. RECURRING PRE-AUTHORIZED TRANSACTIONS

The cardholder and its authorized representatives accept that the Federation may contact merchants that the company or its authorized representative have authorized to make recurring transactions (e.g., monthly subscriptions for newspapers, cellphone plans) in order to disclose the new credit card number and expiry date, each time that a new credit card is issued to an authorized representative. The cardholder and its authorized representatives accept that each merchant will use this updated credit card information to continue the recurring transactions and they understand and accept that not all merchants are eligible to receive these updates and that it is their responsibility to make sure that each merchant has the updated credit card information. The cardholder and its authorized representatives may withdraw from this update service by calling at the customer service line on the back of their Visa Desjardins card.

25. CARD NOT PRESENT AND CONTACTLESS USE OF THE VISA DESJARDINS CARD

The cardholder agrees that when he/she carries out a transaction without presenting his/her card and by simply providing the merchant with their Visa Desjardins credit card number (for example, with telephone or online transactions) or carries out a contactless transaction, he/she bears the same responsibilities as would be the case if the transaction was completed by signing a transaction slip or entering their Visa Desjardins PIN number in an accessible device.

26. PROOF

The Cardholder acknowledges that its statement of account or that of each of its authorized representatives, as the case may be, constitutes conclusive proof of the balance due. However, in the event that the signature of an authorized representative does not appear on the invoice, the Cardholder, within fifteen (15) days following receipt of his monthly statement, may dispute said invoice, unless the merchant can show a receipt, invoice or other document confirming, to the Federation's satisfaction, that the goods or services have in fact been requested or provided. Subject to the foregoing, the Cardholder undertakes to pay the balance indicated in its monthly statement of account. In the case of a card-not-present or contactless transaction, as indicated under Section 23 of this Agreement, the cardholder agrees that the entry of the transaction on his or her monthly statement of account will constitute proof that the transaction was indeed carried out.

27. USE OF INFORMATION

The Federation will collect, use and disclose personal information ("Personal Information") of the Cardholder or any authorized representative of the Cardholder only in accordance with the Federation's privacy code (the "Privacy Code"), a copy of which may be obtained by contacting us at 1-800-266-5662.

The Federation may share Personal Information, in accordance with the Privacy Code, with its subsidiaries and affiliates, as well as other business partners, in order to assist the Federation in identifying and informing the Cardholder and any authorized representative of the products and services that the Federation, its subsidiaries, affiliates and business partners may offer.

28. ADMINISTRATION FEES

The Cardholder agrees to pay the following fees, which will be charged to the Cardholder's monthly statement of account:

- Conversion: fees of 2.5% of foreign currency amounts registered to the account and converted into Canadian dollars, which fees apply to both debits and credits
- Annual fees*:
 - 1 to 4 cards: \$60 per card per year
 - 5 cards or more: \$40 per card per year

* Effective as of July 1st, 2013.

29. TOLL-FREE INFORMATION LINE

For information about your account, including information about current rates, you may contact us toll-free during our normal business hours at 1-800-266-5662.

30. RULES OF PARTICIPATION, BUSINESS SAVINGS PROGRAM

30.1. The Visa Desjardins *Business Savings Program*, offered free of charge on the Visa Desjardins *Business Card*, offers a 1% rebate on excess purchases once the Cardholder's purchases charged to the Visa Desjardins *Business card* or cards reach \$12,000⁺ per year, up to a limit of \$500,000. The maximum annual rebate is \$4,880. The \$12,000 threshold applies per Cardholder, regardless of the number of cards held by it and its authorized representatives. The *Business Savings Program* of the Visa Desjardins *Business card* starts on September 19, 2005.

30.2. The rebate related to the *Business Savings Program* of the Visa Desjardins *Business card* is paid automatically on one of the following dates:

- Account opened before September 19, 2005, the rebate is paid, if applicable, in September of each year, starting September 2006; or
- Account opened after September 19, 2005, the rebate is paid, if applicable, on the account anniversary date, starting September 2006.

30.3. The annual rebate is paid in the form of a credit to the enterprise's Main Account according to the structure of the account:

- Account with Centralized Payment: the rebate is paid to the Main Account.
- Account with Decentralized Payment and with a single card: the rebate is paid on the card.
- Account with Decentralized Payment and with more than one card: the rebate is paid to the Main Account. The person responsible for the account then must contact the Federation to transfer the entire rebate to one of the cards of the account. The rebate is not transferred automatically to one of the cards of the account; this transfer is made only at the request of the person responsible for the account.

30.4. In the event that a purchase is repaid, the volume related to the *Business Savings Program* will be reduced by an amount equivalent to the said repayment.

30.5. Cash Advances, Visa Cheques, interest charges, repayments on purchases, administration, membership and renewal charges, optional service charges and all other charges not related to purchases are not considered in the calculation of the volume related to the *Business Savings Program*.

30.6. The 1% rebate under the *Business Savings Program* can only be applied to the payment of a balance due after rebate. It can be credited as a payment on the Cardholder's Visa Desjardins Account only after the date of payment date of the rebate as described in Subsection 2.

30.7. The rebate may not be transferred to another Main Account or to a Visa Desjardins *Business card* which is on another Main Account, nor to a personal card. Once the rebate is made, the Cardholder may not request the repayment of a credit balance if it comes from the said rebate.

30.8. Regardless of the number of Visa Desjardins *Business cards* held by the Cardholder and its authorized representatives, the rebate shall accumulate in the Main Account, and only the latter accumulates the rebate. Moreover, only the person responsible for the account may make requests concerning the rebate.

30.9. The Federation disclaims all responsibilities for the use of the rebate accumulated by the Cardholder.

Notes

30.10. The *Business Savings Program* of the Visa Desjardins *Business* card is offered only to the Visa Desjardins *Business* Cardholders for the types of accounts selected.

30.11. The annual rebate under the *Business Savings Program* of the Visa Desjardins *Business* card is granted up to a maximum of \$500,000 of annual purchases per Main Account.

30.12. The Federation or any other stakeholder in this program, including their directors, officers, employees and agents, may not be held liable for direct or indirect damages suffered or incurred by the Cardholder or its authorized representatives under or in connection with the *Business Savings Program* of the Visa Desjardins *Business* Card, particularly by the cancellation of the Program.

Important

30.13. Any Cardholder who does not comply with one of the rules of participation of the *Business Savings Program* of the Visa Desjardins *Business* Card, and any Cardholder whose account is 90 days past due or whose card has been cancelled by the Federation, forfeits his entitlement to the rebate under the Program.

30.14. To benefit from the rebate, the Cardholder's account must be active on the date determined for the annual rebate.

30.15. The Federation reserves the right to modify or terminate the *Business Savings Program* of the Visa Desjardins *Business* card at any time without prior notice. The nature, the value of the rebate and the benefits mentioned may be modified, cancelled or replaced without prior notice. The rules of the program may be amended without prior notice. The Federation may not be held liable for damages suffered as a result of such changes. Certain benefits granted are subject to observance of the rules mentioned in the Variable Credit Contract governing the Visa Desjardins *Business* Cards.

* All amounts are in Canadian dollars.

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