



The Account identified below is governed by a fully executed Agreement re Operation of Account.

Account Number: _____

By signing this Agreement, the undersigned (the "Customers") request Industrial and Commercial Bank of China (Canada) (the "Bank") to open and continue the account identified above as a joint account in the Customers' joint names. In consideration of the Customers maintaining their account at the Bank and the Bank complying with this request, the Customers and the Bank agree to the following terms and conditions:

1. (i) In return for keeping the account, the Customers agree to pay the Bank's usual service charges applicable for accounts of this type, as those charges are published by the Bank from time to time.
(ii) The Bank may deduct those charges as well as any debt or liability owing to the Bank from this account, and where this creates or increases an overdraft, the Customers agree to remain liable to the Bank for the amount which is payable upon demand.
2. The Bank may:
 - (i) take instructions from any one or more of the Customers for stopping or countermanding any payment order drawn on the account;
 - (ii) deposit in the account all payments received by the Bank from any one of the Customers or collected by the Bank on behalf of any one or more of the Customers;
 - (iii) deduct from the account any debt or liability owed to the Bank by any one or more of the Customers; and
 - (iv) in accordance with subsection 4(ii), charge to the account any cheque, bill of exchange, promissory note, pre-authorized payment or order of payment that is drawn, accepted or made by the Customers even if doing this may cause the Customers' account to become overdrawn or increase an existing overdraft.
3. The Customers agree to pay on the Bank's demand the amount of any overdraft in the account, and any interest and then current charges thereon at the rates which are published by the Bank from time to time.
4. (i) Except for a lawful claim made before repayment, the whole or any part of the credit balance in the Customers' account may be withdrawn by any one of the Customers or applied by the Bank to the debts of any one or more of the Customers to the Bank.
(ii) Where this Agreement provides that any one or more of the Customers can sign,

	" ✓ "	Initial		
CUSTOMERS TO PLACE A " ✓ " IN DESIRED BOX AND INITIAL	(a)	<input type="checkbox"/>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	all Customers will be required to sign, or
	(b)	<input type="checkbox"/>	<div style="border: 1px solid black; width: 100px; height: 30px; margin: 0 auto;"></div>	any ____ of ____ Customers may sign

and, the Bank can accept and act upon any order, direction, withdrawal slip, cheque or receipt signed by that number of Customers without the consent of the other(s). Any such order, direction, withdrawal slip, cheque or receipt so signed in accordance with this Agreement is binding on each of the Customers and their legal or personal representatives.

(iii) The Bank may mail the statement of account and all cheques, slips and vouchers or copies thereof required under the Agreement re Operation of Account to any one of the Customers, and such mailing shall be good and sufficient in respect of all of the Customers.

5. The liabilities and obligations of the Customers under this Agreement are joint and several.
6. All amounts in the account and any interest earned on it shall be held as joint property with a right of survivorship subject to any law or written instruction from the Customers.



- 7. The rights or authority of the Bank under this Agreement shall not be altered, amended or terminated by any of the Customers, except by notice in writing to the Bank, and no such notice shall affect any transactions predating the date on which such notice is received by the Bank.
- 8. The Bank will not permit drawings from the account or further dealings with the account after such date, if any, on which any one or both of the following conditions occur:
 - (i) any one of the Customers should initiate or become the subject of insolvency proceedings and notice in writing of such proceedings is given to the Bank; or
 - (ii) any one of the Customers should be declared a mentally incompetent person or a person incapable of managing his/her affairs and notice in writing of such declaration is given to the Bank.
- 9. The Bank and the Customers acknowledge and agree that this Agreement incorporates the Agreement re Operation of Account into which they have entered with respect to the account, but where there is a conflict between the two Agreements, the terms and conditions of this Agreement shall prevail.
- 10. Privacy. The Bank is committed to respecting the privacy and the confidentiality of your personal information. Our Privacy Statement informs you of our policy and practices concerning the collection, use and disclosure of your personal information. You consent to the collection, use and sharing of your personal Information as described in our Privacy Statement on www.icbc.ca . You can withdraw your consent at any time.

The Customers acknowledge having received a duly completed copy of the Agreement re Operation of Account referenced herein.

Dated at _____ this _____ day of _____.

Signature of Witness

Signature of Customer

X _____
Witness (Signature & Print Name)

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Customer (Signature & Print Name)

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Witness (Signature & Print Name)

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