fundserv

Definitions Schedule

Whenever used in the Agreement or the Services Selection form or in any other Schedule to the Agreement, unless there is something in the subject matter or context inconsistent therewith or unless otherwise provided for, the following words and terms shall have the following interpretations.

"**Act**" means the Canada Business Corporations Act as amended from time to time;

"**Adequate Cause**" means the occurrence of any one of the following events:

a) the Customer fails to make any payment to Fundserv required by the Agreement; within the time required;

b) the Customer commits a material breach of any provision of the Agreement;

c) the Customer ceases to satisfy the Criteria for Eligibility;

d) Fundserv determines on reasonable grounds that the Customer's continuation as a customer would jeopardize the interests of Fundserv or other customers;

e) the Customer is expelled or suspended by any regulatory body, or its registration or license to carry on its business is revoked, suspended or made subject to a material restriction by any regulatory body;

f) the Customer or any Person associated with the Customer is permanently or temporarily enjoined by an order, judgment or decree of any court or body of competent jurisdiction from engaging in or continuing any conduct or practice in connection with the purchase, sale or delivery of any financial instrument, product or security; or

g) such other event as Fundserv, in its discretion exercised reasonably, constitutes adequate cause;

"**Affiliate**" has the meaning given to that term in the Act;

"**Agreement**" means the customer contract entered into by Fundserv and the Customer, including the Schedules attached thereto, together with any amendments, additions, deletions or revisions thereto, as may be in force from time to time;

"**Applicable Laws**" means all applicable laws, legislation, regulations, rules, national instruments, policies, guidelines and all regulatory requirements, including, without limitation, any with respect to privacy, data protection, securities, insurance, banking and anti-money laundering;

"**Business Day**" means any day, other than a Saturday or a Sunday, on which Fundserv is open for business;

"**Business Jurisdiction**" means the country(ies) in which your organization does business;

"**Commission-Only A$M**" means Fundserv's Ad Hoc Money Movement (A$M) service allows institutions to send commission-related payments and non-trade instructions to other institutions through our network. The clearing of these ad hoc payments is performed by Fundserv using the same net settlement approach as Transaction Settlement (N$M);

"**Commission-Only N$M**" means Fundserv's transaction settlement clearing system that calculates the payable or receivable position for each member for the daily total commission amounts;

"**Criteria for Eligibility**" means the following criteria:

a) conforming with and adhering to all of the Fundserv Standards;

b) complying with the terms of the Agreement including the Services Selection form;

c) being able to meet financial obligations to Fundserv and all other customers; and

d) satisfying such other criteria as Fundserv may from time to time establish for customers;

"**Customer**" means the Person who has entered into the Agreement and remains or is reinstated as a customer of Fundserv pursuant to the Agreement and includes each Person who is authorized to use the Services by and on behalf of the Customer with the consent of Fundserv;

"**Customer Contract**" means the Agreement entered into respecting the use of the Services;

"**Definitions Schedule**" means this schedule of definitions;

"**Distributor**" means a regulated or non-regulated financial firm that distributes financial instruments and products;

"**Effective Date**" has the meaning given in the forepart;

"**Full A$M**" means Fundserv's Ad Hoc Money Movement (A$M) service allows institutions to send payments and non-trade instructions to other institutions through our network. The clearing of these ad hoc payments is performed by Fundserv using the same net settlement approach as Transaction Settlement (N$M);

"**Full N$M**" means Fundserv's transaction settlement clearing system that nets the payable or receivable position to each member by calculating the sum of all daily trade contracts, as well as the daily total commission amounts, as two separate payment streams;

"**Fundserv**" means Fundserv Inc., a corporation amalgamated under the Canada Business Corporations Act, or means its assignee, if Fundserv Inc. has exercised its right to assign its rights and obligations under the Agreement to any of its Affiliates or to any Person who succeeds to its rights and obligations with respect to the Services generally;

"**Fundserv Information**" means proprietary information and materials relating to the Network and the provision of Services, including, without limitation, systems, software, designs, methods, techniques, information and technology, copyrights, trade secrets, patents, trade names, trademarks, service marks, and other rights including, without limitation, the Fundserv Standards;

"**Fundserv Standards**" means the data standards, technical standards, security standards and banking standards and other standards developed by Fundserv, and as amended from time to time;

"**Inquiry**" means the ability to connect to Manufacturers' systems for account lookup and reconciliation;

"**Intermediary**" means a "third party" which acts as administrator and record keeper for investor accounts and is recognized as the registered owner of the account;

"**Manufacturer**" means a company or legal entity that establishes, manages, and administers financial instruments and products;

"**Messaging**" means the Service established by Fundserv to exchange a variety of non-financial and financial transactions;

"**Net Settlement Messagin**g" or "**N$M**" means the Net Settlement Messaging Service, a Service made available by Fundserv that facilitates the exchange of payment messages among customers to settle payment and other obligations;

"**Network**" means the electronic network infrastructure managed by Fundserv;

"**Non-Financial Update**" or "**NFU**" means the Non-Financial Update Service, a Service made available by Fundserv that facilitates the exchange of messages that does not affect the financial status of an account, such as a change of address or sales rep;

"**Person**" includes an individual or a business entity, whether incorporated, sole proprietorship, partnership, trust, joint venture, syndicate, association, agency, board, or any other form of entity or organization;

"**Person associated with the Customer**" means a person which directly or indirectly controls, is controlled by, or is under common control with such Customer, or a partner, director, officer or employee of the Customer or of any such Person;

"**Privacy Policy**" means the then current privacy policy which is found on Fundserv's website;

"**Procedures**" means the procedures, business rules, business practices, technical papers, white papers and user guides of Fundserv that contain detailed instructions and provide operational and technical information for using the Services;

"**Query Tools**" means the Service established by Fundserv to provide a variety of fund company query and reporting tools such as myserv Browser Based Inquiry;

"**Schedule**" means a schedule to this Agreement and forming part of this Agreement, including the Services Selection form and Definitions Schedule and shall be deemed to include Fundserv's current form used to have customers designate Services from time to time;

"**Services**" means those services and standards updated from time to time and designated by the Customer in writing in accordance with Fundserv's then current designation policy and shall always include those services and standards designated from time to time by Fundserv with respect to security and access to the Network and which facilitate secure electronic communications among Customers and between Customers and other persons;

"**Service Selection**" means a schedule or other documentation containing Services offered to and requested by a customer, which schedule or other documentation, when executed by a customer, forms part of the Agreement;

"**Third-Party Administrator**" means this is the firm responsible for administration or hosting of the back-office system. If blank, the system is being administered or hosted by the Fundserv member themselves (in-house);

"**Third-Party System**" means this is the system being used by the Fundserv member. This field will display the name of the company which supplies the system to the Fundserv member;

"**Transaction Forwarding System**" or "**TFS**" means the Transaction Forwarding System, a Service established by Fundserv that makes provisions for the electronic placement of a variety of transactions and receipt of corresponding responses;

"**Vendor Contract**" means the standard form agreement entered between third party providers for services designated by a customer and Fundserv.