

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL

FOR

PREPAID CARDS

**PROPOSAL NO.
ATB132**

CLOSING DATE: May 20, 2008

[“™ The trade name/ trademark ATB Financial is owned by Alberta Treasury Branches.”]

ATB Financial[®]
Where there's a way

REQUEST FOR PROPOSAL

1.0 PRE-PROPOSAL INFORMATION

1.1. Definition of Terms

“ATB” or “ATB Financial”: Alberta Treasury Branches

“Proposal”: Any offer to perform services for ATB in connection with this Request For Proposal, as put forward for ATB’s consideration

“Proposer”: Any individual or business who submits a Proposal to ATB

1.2. Cost of Preparation

Any cost incurred by the Proposer in the preparation of this Proposal will be borne solely by the Proposer.

1.3. Intention of ATB

The Proposer that submits to ATB the Proposal that is most advantageous and in the best overall interests of ATB, at ATB’s sole discretion, may be awarded the Agreement. ATB reserves the right to accept or reject all or part of the Proposal, however, ATB is not precluded from negotiating with the selected Proposer to modify its Proposal to best suit the needs of ATB.

1.4. Rejection of Proposal

ATB reserves the right to reject any and all Proposals. Without limiting the generality of the foregoing, any Proposal which either:

- a) is incomplete, obscure, irregular or unrealistic;
- b) has non authorized (not initialed) erasures or corrections in the Proposal or any schedule thereto; or
- c) omits or fails to include any one or more items in the Proposal for which a price is required by the Request For Proposal;

may, at the sole discretion of ATB, be rejected. Further, a Proposal may be rejected on the basis of a Proposer’s past performance, financial and management capabilities, completion schedule and compliance with Federal, Provincial and Municipal legislation. As it is the purpose of ATB to obtain a Proposal most suitable to the interests of ATB and what it wishes to accomplish, ATB has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed most favorable to ATB, in its sole discretion.

1.5. Time for Awarding

All Proposals shall be kept open for acceptance by ATB until May 20, 2008 at 4:00 p.m. Mountain Standard Time, unless subsequently revised by addendum. Any addendums shall be at the sole discretion of ATB.

1.6. Confidentiality

ATB, at its sole discretion, shall use its best efforts to keep confidential all Proposals received from Proposers. The Proposer shall keep this Request for Proposal and its Proposal confidential. The material contained in the successful Proposal may be incorporated in the Agreement. Technical or commercial material included in the Agreement shall not be released

when such release is deemed inappropriate by ATB, in its sole discretion.

1.7. Clarification

ATB reserves the right to seek Proposal clarification at any time with the Proposers to assist in making evaluations.

1.8. Negotiations

ATB reserves the right to negotiate the terms of the Agreement with the selected Proposer.

1.9. Gifts and Donations

Proposers will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee, agent or contractor of ATB. The successful Proposer shall report to ATB Human Resources any attempt by ATB employees, agents or contractors to obtain such favors.

1.10. Credit Checks

It is a condition of Proposal acceptance that the financial status of the successful Proposer shall be approved by ATB and the successful Proposer shall agree to authorize credit checks in accordance with standard ATB policy. To enable ATB to initiate credit checks prior to award, a "Credit Application" form shall be completed and returned to ATB within 24 hours of receipt of the form by the Proposer. If a credit check is not deemed satisfactory by ATB, it shall preclude the Proposer from further consideration.

1.11. Acceptance of Proposal

No act of ATB other than a notice in writing signed either by the President and Chief Executive Officer and the Vice-President, Card Services shall constitute an acceptance of a Proposal. Such acceptance shall bind the successful Proposer to execute the Agreement in a manner satisfactory to ATB's legal counsel.

1.12. Legal Agreement

The successful Proposer will be required to enter into a legal agreement with ATB (the "Agreement"). Such an Agreement will be prepared by ATB or by the Proposer to the satisfaction of ATB's legal counsel and will embody terms of the Proposal and any subsequent written amendments. The Proposer will be bound by the Agreement, and, where applicable, must furnish the bonds and insurance material required by the Agreement. Where applicable, the other rights and obligations contained in the provisions of the Proposal shall inure for the benefit of and be binding upon the parties only with the formal execution of the Agreement.

1.13. ATB's Right to Terminate the Agreement

1.13.1. The Agreement shall provide that ATB may terminate the Agreement in whole or in part, in certain circumstances, including but not limited to:

- a) non-performance by the successful Proposer of Agreement covenants, or obligations thereunder, expressed or implied;
- b) bankruptcy, insolvency, or receivership of the successful Proposer;
- c) material breach of Agreement by the successful Proposer;
- d) successful Proposal proves to be false or misleading;
- e) unethical or criminal activities of the successful Proposer;
- f) any reason in ATB's sole discretion, provided ATB gives 30-day prior written notice to the successful Proposer;
- g) unsatisfactory performance of the equipment;

- h) equipment redundancy due to organizational changes;
- i) funding cancellation/reduction;
- j) closure of user location;
- k) significant decrease in user volume;

Legal Counsel for ATB shall decide upon specific details of termination provisions.

- 1.13.2.** If the Agreement is terminated for any reason, ATB shall nevertheless be entitled to recover any monies then owing.

2.0 INSTRUCTIONS TO PROPOSERS

2.1. Proposal Detail and Documentation

- 2.1.1.** Proposer shall submit one (1) complete electronic copy of its response to this Request for Proposal including the complete Request for Proposal.
- 2.1.2.** All Proposals submitted shall be in enough detail to allow ATB to determine the Proposer's position from the documents received. Therefore, every effort should be made to include with the Proposal, complete details of services the Proposer will provide. In addition, the Proposer must identify any specific requirements with which it is unwilling or unable to comply.
- 2.1.3.** Proposer shall submit a name and telephone number of a contact that ATB may contact regarding any questions or clarifications relating to Proposer's response on the Request for Proposal.
- 2.1.4.** Proposer shall include at least three (3) references. With each reference, the Proposer shall include the reference company name, address and phone number, as well as name and position of a contact person. ATB reserves the right to contact references without prior notice to the Proposer.
- 2.1.5.** Proposer shall include the following with its Proposal:
- a) Cover letter.
 - b) Proposer's background and references.
 - c) Signed Confidentiality and Non-Disclosure Agreement (Appendix A).
- 2.1.6.** Respondents must respond to the stated requirements of the RFP, but can however offer an alternative product/proposal/solution. The Proposer is not limited to providing the requested information. Additional information will be reviewed and accepted by ATB until closing date of the Request for Proposal. ATB reserves the right to request at its sole discretion additional information at any time from the Proposer.

2.2. Law

- 2.2.1.** The law applicable to this Proposal shall be the law in effect in the Province of Alberta. No action in respect to this Proposal shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of Alberta.
- 2.2.2.** ATB's policies as well as applicable Federal and Provincial law govern method of payment. Payment will only be made in Canadian funds.

2.3. Disclosure of Interest

- 2.3.1.** All Proposers shall, as a condition of supplying goods and services to ATB, make full disclosure of any of the following existing business relationships with any members of ATB's Board of Directors or any ATB employees, agents or contractors:

- a) If a private company – details of ownership of shares by any member of ATB’s Board of Directors;
- b) If a public company – details of any ownership of shares, in excess of 1% of total shares by any member of ATB’s Board of Directors;
- c) If partnership – details of ownership arrangement of any member of ATB’s Board of Directors; and
- d) Details of any direct or indirect pecuniary interest of any member of ATB’s Board of Directors in the supply of such goods and services.

2.3.2. Proposers must make full disclosure of any relationship of any employee of ATB who makes recommendations concerning the award of the Proposal or any employee who may allot work to or order supplies from the successful Proposer. In addition, Proposers are to reveal details of ownership or partnership arrangements of any immediate relative employed by ATB who alone or with other relatives hold more than a 25% interest in the Proposer’s company.

2.3.3. Disclosure, if any, shall be made in writing at time of submitting Proposals.

2.3.4. If the Proposer fails to disclose any interest and/or the interest is falsely or insufficiently reported, ATB reserves the right to immediately, without notice, terminate or cancel any agreement which may have been entered into with a Proposer.

2.4. Application of Commodity Taxes to Contracts

ATB is exempt from the Goods and Services Tax (GST); therefore, GST must be excluded from all unit prices and schedule amounts provided by the Proposer.

3.0 OBLIGATIONS OF SUCCESSFUL PROPOSER

3.1. Indemnification

The selected Proposer shall indemnify and save harmless ATB and all of its directors, officers, employees or authorized representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work and any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, error, omission or fault or negligence whether active or passive, of the Proposer, sub-contractor, or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of the Agreement.

3.2. Acts and Regulations

The Proposer shall comply with all requirements of those federal, provincial, municipal or other government bodies, agencies, tribunals or authorities having jurisdiction and lawfully empowered to make and/or impose laws, by-laws, rules, orders or regulations with respect to the Proposers obligations hereunder, including without limitation the following Alberta statutes:

- a) Workers’ Compensation Act
- b) Labour Relations Code
- c) Occupational Health and Safety Act
- d) Environmental Protection and Enhancement Act

and the regulations and amendments thereto.

3.3. Permits, Licenses, and Taxes

The successful Proposer shall obtain and pay for all permits and licenses together with any taxes required either by the Province of Alberta or any other authority to enable the Proposer to

do all things necessary to perform the Agreement according to the provisions in the Agreement and the Proposal. The successful Proposer shall provide proof of all required permits and licenses upon request by ATB.

4.0 SPECIAL CONDITIONS

4.1 Scope of Proposal

This Request For Proposal is to support the development of a business case for ATB Financial to implement prepaid cards. Prepaid cards essentially enable financial institutions to build closer relationships with customers while increasing loyalty and new sales opportunities. As new prepaid card applications emerge financial institutions are advised to devise and offer prepaid services that complement existing payment products. Prepaid card services can for example support other credit products, provide a secure alternative to credit cards, extend co-branding, provide partnering opportunities and attract new customers to a card business.

ATB Financial is looking for a partner to provide an end-to-end prepaid solution including but not limited to:

- Program design and implementation
- Operational service (fulfillment and settlements)
- Fraud Mitigation (KYC and AML)
- Sales and marketing
- Customer service and support

For the following prepaid card types:

- MasterCard branded open loop reloadable
- MasterCard branded closed loop
- Retail branded closed loop gift card
- Corporate Incentive card

4.1.1 General Requirements

1. A general overview of your company; its primary business and how many years you have been in the prepaid business. Also detail your experience in the Canadian marketplace.
2. Background history (e.g. key milestones) specific to your prepaid business.
3. What prepaid products do you support and on what platforms? Which card brands do you support?
4. Describe any prepaid offering that you believe is unique or leading edge in the prepaid market and the advantages you have over your competitors.
5. Describe any partnership alliances that enhance your product and service offerings.
6. Describe your offerings for re-loadable including Loyalty programs.
7. Provide a detailed list of all performance standards (e.g. SLA's, Six Sigma) you currently use to manage your business for prepaid card core processing, bulk order taking, card production, order fulfillment, customer service and reporting analytics.
8. Detail your strategies for monitoring fraud mitigation of your prepaid offerings.
9. Describe your implementation approach.
10. Identify the construct of your team that would be implementing this project.

11. Describe recommended financial models for profitability
12. Describe your strategy for customer loyalty, retention and sales and marketing.
13. Please outline your strategic direction with respect to prepaid products specific to anticipated market and regulatory changes.

4.1.2. Detailed Requirements

No.	Requirement	Proposer Capability
	Card Types	
	Variable value	
	Specific denominations	
	One time use (gift)	
	Re-loadable	
	Multiple channel reload: eg. Branch, Web, ABM, POS	
	MasterCard certified for open loop	
	Transaction Types	
	Sales Transaction	
	Partial Payment	
	Partial Authorizations	
	Returns	
	Card balance check and inquiry	
	Electronic use only – is manual entry supported	
	Internet purchase - describe ability for online purchase using prepaid card	
	Redeemable anywhere MasterCard accepted	
	Added value loading options	
	Enrollment, Card Purchase & Card Delivery	
	Activation methods available and time to activate (real time, trickle)	
	Card ordering process – new cards	
	Card ordering process – existing cardholders	
	Bulk ordering process	
	Card Production & Quality Control	
	Provide full overview of card production and quality control process	
	Security features available for cards to prevent unauthorized card reproduction	
	Design considerations for Consumer and Business	
	Card Branding	

	Please describe card-numbering options eg. Multiple bin range assignments per card product	
	Lead times for initial and reorder quantities	
	Card Management	
	Replacement process and turn around time for Damaged, Lost/Stolen	
	Cancel / Deactivation	
	Expiry	
	Card fulfillment process	
	Card management capabilities	
	Inventory control	
	Automated reorder based on min quantities by location or profile	
	Ability to limit card usage based on merchant codes	
	Cardholder Support Options	
	Outsourced option including ATB branding, Canadian content: channels (eg. Web interface, ABM, POS) services, costs and hours of operation	
	Tools available for ATB to provide customer service and support	
	Customer Statement capabilities; on-line	
	Customer inquiry / functionality	
	Mobile messaging	
	Fees	
	Describe cardholder fees in detail	
	Describe fee model for ATB e.g. one time program, transactional	
	Loyalty	
	Please describe your offerings for loyalty programs	
	Please provide case studies or background for successful Loyalty program launches and lessons learned.	
	Electronic Funds Movement, Card Funding & Settlement	
	Describe the daily settlement process – MasterCard and ATB Financial	
	Describe the daily settlement process – Location	
	Sample process and daily reporting	
	Exception processing/chargebacks	

	Reporting & Analysis	
	Please describe the tools for defining and executing standard reports. Identify and provide samples of standard report offerings	
	Please describe the process for report customization and end user tools and accessibility for ATB Financial	
	Training (Initial and On going)	
	Please outline your approach to training	
	Fraud & Risk Management	
	Describe your risk management services	
	What information do you obtain on the gift card purchaser?	
	How is this information secured and how is the data used	
	Parameter driven risk management	
	Best practice risk management parameters by Merchant code	
	Best practice risk management parameters for pre auth type transactions: car rentals, hotels; gas	
	Risk management monitoring and reporting	
	Participation in Industry sponsored risk programs such as MasterCard SecureCode	
	Compliance	
	MasterCard Worldwide Compliance	
	Canadian / Provincial equivalent of Escheat laws	
	PCI Compliance	
	Canadian privacy legislation PIPEDA, PIPA	
	FINTRAC (anti money laundering and terrorism: Know your Customer)	
	Canadian Payments Association	
	Data Ownership & Security	
	Please describe your data security compliance	
	ATB requirement to OWN the customer database	
	Connectivity	
	Describe access to your systems for ATB Customer Service and self service reporting.	

4.2. Pricing

Pricing is firm for the Initial Term of the Agreement, exempt of the Goods and Services tax, Free on Board (FOB) destination, and freight is prepaid. Prices include installation, conversion and operator training costs. All pricing shall clearly define costs and any additional mandatory or optional fees applicable on a monthly basis.

4.3. Billing

The successful Proposer shall provide detailed invoicing to ATB on a monthly basis. No pre-billing in advance is permitted. Proposals shall describe Proposer's capabilities in this regard and/or recommend other methods the Proposer could provide for the billing process. The Proposer shall include samples of their invoices. Additional billing requirements will be added to the Agreement as required, at the sole discretion of ATB.

4.4. Delivery & Installation

Deliberately left blank.

4.5. Acceptance Testing

Acceptance testing may be conducted by ATB at its sole discretion for a maximum of 120 calendar days following installation of the processing system. Acceptance testing will consist of validity, performance, capacity and reliability tests and support services in accordance with the specifications and requirements of the proposed system.

4.6. Service

System service levels including how measured, reported and consequences where failure to perform will be required and should be stated in the Proposal. A priority escalation process must be in place to remedy operational problems. Help desk support must be available 24 x 7.

4.7. Failure Rate

(Relates to equipment. To be determined based on equipment being proposed.)

4.8. Liquidation Damages

Liquidation damages shall not be paid in the following circumstances:

- 4.8.2.1. Cancellation of a business unit/project.
- 4.8.2.2. Closure or down sizing of a user location.
- 4.8.2.3. Repeated unsatisfactory performance of the system i.e. multiple malfunctions in a 30-day period.
- 4.8.2.4. Significant decrease in volume.
- 4.8.2.5. Consistent product quality or delivery issues.

4.9. Training

Training specifics must be provided through the conversion process up to system live date. Details of initial training must be provided in the Proposal. Training may be required after the conversion process at a cost to ATB. Cost of this training must be disclosed. (See Above)

4.10. Supply

Terms as outlined in this Request for Proposal will supersede any supplier forms or contracts, whether in writing or oral.

4.11. Consumables

All consumable requirements shall be identified and pricing provided. Equipment offered may accept third party “generic” supplies without affecting warranty or equipment operation.

4.12. Existing Agreements

Procurement agreements entered into prior to the Agreement may remain in effect and will not be affected by the terms and conditions herein.

4.13. Mixed Proposer Award

The Agreement may be awarded in full or in part to one or more Proposers who meet the specifications and requirements, at ATB’s sole discretion.

4.14. Term of Agreement

The term of the Agreement shall be for a three (3) year period from the date the Agreement is signed (“Initial Term”) by ATB with a one (1) year option to renew at ATB’s discretion (“Renewal Term”). The successful Proposer and ATB may renew the Agreement with pricing to be negotiated based on current market values and on terms and conditions that are mutually agreeable.

4.15. Financial Details

The Proposal shall include appropriate financial reports or other information necessary to satisfy ATB, in its sole discretion, that the Proposer is financially stable.

4.16. Ownership

The Proposal shall include details of ownership of the Proposer’s company including, shareholders, directors, officers and the most current annual report. If the Proposer is a subsidiary company, details of the parent company are also required.

4.17. Legal Actions

The Proposal shall describe any outstanding or proposed legal actions that the Proposer’s company is currently involved with.

5. RSVP Contact

Nayeem Mano - Senior Manager - Business Strategy, Card Strategies
6th Floor 9888 Jasper Ave
Edmonton, Alberta
T5J 1P1
(780) 408-6577
nmano@atb.com

6. EVALUATION

6.1. Evaluation Criteria

A Proposer will also be chosen based on selection criteria, which will include but not be limited to the following:

- 6.1.2.1. Compliance with terms and conditions
- 6.1.2.2. Price proposal

- 6.1.2.3. Ordering procedure
- 6.1.2.4. Statistics and reporting
- 6.1.2.5. Past performance
- 6.1.2.6. Other services
- 6.1.2.7. Financial stability

The following is a non-exhaustive list of criteria that will be used to evaluate responses:

- a) the Proposer's organization and technical capability to provide service;
- b) the Proposer's performance and experience on similar projects;
- c) financial cost/benefits to ATB;
- d) other types of services that the Proposer can provide; and
- e) such other items as may be specified by the Special Conditions (4.0).

The lowest offer may not necessarily be accepted.

7.2 Evaluation Table

Criteria shall be evaluated in accordance with the following table and the weights assigned to each criterion:

Rating		Description
10	Excellent	Exceeds the requirements of the criterion in superlative beneficial ways / very desirable.
9	Very Good	Exceed the requirements of the criterion in ways, which are beneficial to ATB's needs.
8	Good	Exceeds the requirement of the criterion but in a manner, which is not particularly beneficial to ATB's needs.
7		Fully meets the requirements of the criterion.
6	Average	Adequately meets most of the requirements of the criterion. May be lacking in some areas that are not critical.
5		Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas that are not critical.
4	Poor	Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. Lacking in critical areas.
3		Poor to Very Poor.
2	Very Poor	Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
1		Very Poor to Unsatisfactory.
0	Unsatisfactory	Does not satisfy the requirements of the criterion in any manner.

APPENDIX A

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT made effective this _____ day of _____, 2008.

BETWEEN:

ALBERTA TREASURY BRANCHES
a corporation incorporated pursuant to the laws of Alberta
(“ATB”)

- and -

a corporation incorporated pursuant to the laws of _____
 (“the Proposer”)

WHEREAS:

- A. ATB and the Proposer wish to enter into Discussions related to ATB’s Request for Proposal for Prepaid Cards;
- B. ATB and the Proposer will exchange Confidential Information during the Discussions; and
- C. The Parties wish to outline the terms and conditions upon which the Confidential Information will be exchanged.

NOW THEREFORE, IN CONSIDERATION of One Dollar (\$1.00), the Parties entering into the Discussions, the Parties making available and disclosing Confidential Information, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Receiving Party Parties agrees as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.01 Definitions

In this Agreement, unless the context otherwise requires:

- (a) “Affiliate” has the meaning given to it in the Alberta *Business Corporations Act*;
- (b) “Agreement” means this Confidentiality and Non-Disclosure Agreement as from time to time supplemented or amended in writing, but does not include any headings;
- (c) “Discussions” means the discussions between the Parties in the process of exploring the potential relationship between ATB as a customer and the Proposer as a supplier pursuant to the Request for Proposal;
- (d) “Party” means a party to this Agreement;

- (e) “Person” means an individual, partnership, limited partnership, association, body corporate, joint venture, unincorporated syndicate, unincorporated organization, trustee, trust, executor, administrator, legal representative, governmental authority or agency, or any group or combination thereof; and

1.02 **Interpretation**

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (a) All references in this Agreement to designated “sections”, “paragraphs” and other subdivisions are to the designated sections, paragraphs and other subdivisions of this Agreement;
- (b) The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or other subdivision;
- (c) The headings are for convenience only and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement, or any provisions;
- (d) Any reference to any entity shall include and shall be deemed to be a reference to any entity that is a successor to such entity; and
- (e) Words importing gender include all genders and words importing the singular include the plural and vice versa.

ARTICLE 2 - CONFIDENTIAL INFORMATION

2.01 **Confidential Information**

"Confidential Information" means, subject to section 2.02 below, any of the following types of information provided by ATB to the Proposer:

- (a) All data, reports, computer tapes, notes, interpretations and records containing or otherwise reflecting information concerning marketing plans, business plans, strategies, alliances, forecasts, financial information, supplier information, technical information, statistics, analysis, reports, and any customer information, which is not available to the general public and which ATB will provide or has previously provided to the Proposer at any time and in any form, including but not limited to, any written or oral information obtained by meeting with representatives or personnel of ATB;
- (b) All ATB’s technical data and know-how relating to both existing and proposed products, processes, infrastructure, methods, systems and equipment;
- (c) Business practices of ATB; and
- (d) Without limitation, all of ATB’s trade secrets.

- (e) Proprietary and confidential information of ATB's strategic partners which is or may be disclosed by ATB to the Proposer.

2.02 Not Confidential Information

The following shall not, for the purposes of this Agreement, constitute information subject to the obligation of non-disclosure:

- (a) Information relating to ATB that is obtained or was previously obtained by the Proposer from a third Person who, insofar as is known to the Proposer after reasonable inquiry, is not obligated to keep such information confidential;
- (b) Information that is or becomes generally available to the public other than as a result of disclosure by the Proposer's violation of this Agreement;
- (c) Information already known to the Proposer at the time of disclosure, as shown by prior written evidence or other evidence satisfactory to ATB; and
- (d) Information that ATB authorizes the Proposer to disclose.

2.03 Kept in Confidence

Any and all Confidential Information shall be held in absolute confidence by the Proposer during the Discussions and at all times thereafter, and such Confidential Information shall neither be used, reproduced in any manner nor disclosed at any time without ATB's prior written consent.

2.04 No Benefit, Restricted Use

The Proposer shall not, in any manner, derive any benefit, directly or indirectly, from the Confidential Information or the use of such Confidential Information, for any purpose. The Proposer agrees not to appropriate for its own use or exploit in any way whatsoever any of the Confidential Information disclosed to it by ATB.

2.05 No Disclosure

The Proposer will not disclose any of the Confidential Information or other facts directly related to the Confidential Information to any Person, other than those employees, contractors and subcontractors of the Proposer who have a need to know and who have been informed of the confidential nature of the Confidential Information. The Proposer will also ensure that said employees, contractors and subcontractors will comply with the terms of this Agreement and will be responsible for any breach of this Agreement by them.

2.06 Disclosure Required by Law

The Proposer will not disclose to any Person the Confidential Information or other facts directly related to the Confidential Information unless, in the considered opinion of the Proposer's legal counsel, disclosure is required by legal process or regulatory demands, in which event the Proposer will, prior to such disclosure, promptly advise and consult with ATB and its legal counsel concerning the information to be disclosed.

2.07 **Return of Confidential Information**

Upon ATB's request and/or upon completion of the Discussions, the Proposer shall: (i) promptly return to ATB all Confidential Information, together with all copies, and (ii) promptly destroy or erase all notes, memoranda and other material prepared by the Proposer which reflect, interpret, evaluate, include or are derived from any Confidential Information. Such destruction shall be certified in writing to ATB by an authorized officer supervising such destruction provided however that the Proposer may retain Confidential Information for regulatory and record-keeping purposes.

2.08 **No Proprietary Rights**

Nothing in this Agreement is intended to grant any rights to the Proposer under any issued or pending patent, trade secret or copyright of ATB.

2.09 **Responsibility for Officers**

The Proposer agrees that it shall be responsible for any breach of this Agreement by its directors, officers, employees, advisors, representatives, agents and Affiliates.

ARTICLE 3 - GENERAL PROVISIONS

3.01 **Remedies**

The Proposer acknowledges and agrees that it has entered into this Agreement on the understanding that any breach hereof by the Proposer will cause ATB irreparable harm and expressly agrees that, in addition to all other remedies that ATB may be entitled to as a matter of law, it shall be entitled to specific performance and any form of equitable relief to enforce the provisions of this Agreement.

3.02 **Continuing Obligations Regarding Confidentiality**

The obligations of confidentiality contained herein shall survive the completion or termination of the Discussions and shall be binding on both parties whether or not the proposed business transactions between ATB and the Proposer proceed.

3.03 **No Obligations To Enter Into Business Ventures**

Nothing herein contained or in any discussions that may ensue following the execution of this agreement shall obligate or commit the Parties to enter into any business relationship or agreement of any nature or kind.

3.04 **Notices**

All notices, requests, demands or other communications permitted or required by the terms of this Agreement shall be in writing and shall be delivered addressed as follows:

3.05 Counterparts and Facsimile

This Agreement may be executed in two or more counterparts, and/or by facsimile, each of which shall be deemed an original and all of which together shall be deemed to constitute one and the same agreement. Where a Party has executed and delivered this Agreement by facsimile it shall forthwith deliver an originally executed copy of this Agreement to the other Party.

(a) To: _____
 Address: _____

 Attention: _____
 Title: _____
 Telephone: () _____
 Fax: () _____

(b) To: Alberta Treasury Branches
 Address: 9888 Jasper Avenue
 Edmonton, Alberta, T5J 1P1
 Attention: Nayeem Mano
 Title: Senior Manager – Business Strategy, Card Services
 Telephone: (780) 408-6577
 Fax: (780) 442-3834
 cc: Legal Services via fax: (780) 408-7331

3.06 Entire Agreement and Amendments

This Agreement constitutes the entire agreement between the Parties respecting the subject matter hereof, and supersedes all previous discussions, understandings and negotiations. All modifications or and amendments to this Agreement must be in writing and executed by the Parties.

3.07 Severability

If any provision of this Agreement is held invalid in any respect, it shall not affect the validity of any other provision of this Agreement. If any provision of this Agreement is held to be unreasonable as to duration, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under applicable law.

3.08 Successors and Assigns

This Agreement shall be binding upon the Parties and their respective successors and assigns.

3.09 Jurisdiction

This Agreement will be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by and under the laws of the Province of Alberta.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year indicated beside their respective signatures below.

ALBERTA TREASURY BRANCHES

Date: _____ Per: _____
Title: _____

Date: _____ Per: _____
Title: _____

(the Proposer)

Date: _____ Per: _____
Title: _____

Date: _____ Per: _____
Title: _____