

Yield Exchange Depositor User Account Terms & Conditions

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Yield Exchange

The Agreement

This Agreement applies to the depositor user account established for You on the online platform known as Yield Exchange located at yieldexchange.ca and should be read together with the Yield Exchange Privacy Policy and Website Terms and Conditions. Registering for a Yield Exchange depositor user account or using Your Yield Exchange depositor user account means that you received, read, understood, and agree to this Agreement.

Definitions

In this Agreement:

- a) **Account** means any Yield Exchange depositor user account You have with Us at this time and any time in the future.
- b) **Agreement** means these Yield Exchange Depositor User Account Terms and Conditions, as may be amended, or renewed from time to time, Schedule A - Privacy Protection Schedule, and Yield Exchange Schedule B - Website Terms and Conditions.
- c) **Client, You, and Your** means the person or entity that registers for and/or holds a Yield Exchange depositor user account.
- d) **Deposit Products** means the deposit products offered by Participating FIs through Yield Exchange from time to time.
- e) **Participating FI** means a deposit-taking financial institution with a Yield Exchange financial institution user account authorized to receive and respond to Rate Requests through Yield Exchange.
- f) **Parties** means, collectively, YEI and You, the parties to this Agreement.
- g) **Rate Offer** means a rate offer for a Deposit Product posted by a Participating FI in response to a Rate Request.
- h) **Rate Request** means a request for Deposit Product rate offerings from Participating FIs posted by You through Your Account.
- i) **Services** means the services provided by YEI through the Website, as more particularly described below.
- j) **Website** means, collectively, yieldexchange.ca and all pages on yieldexchange.ca.
- k) **YEI, We, Our and Us** means Yield Exchange Inc., the creator, operator, and publisher of the Website, as well as all employees and affiliates of YEI.

About the Services

The Website is an online marketplace through which Canadian wholesale depositors can post their deposit investment requirements and request rate offers on deposit products from participating Canadian financial institutions. Through the Website, participating financial institutions can receive and respond to

such deposit product rate requests by offering their best available rates on deposit products to such potential investors.

Services provided to You through the Website are limited to (i) permitting You to post Rate Requests; (ii) permitting You to view, compare, and accept or decline, Rate Offers posted in response to Your Rate Requests; and (iii) facilitating sharing of and communication of certain information between You and Participating FIs in respect of Rate Requests and Rate Offers, including information required by Participating FIs to establish a business relationship with You.

For clarity, the Services do not include, and YEI is not conducting the following activities on Your behalf or on behalf of Participating FIs:

- (i) advising on the purchase or sale of deposit products;
- (ii) providing investment, accounting, finance, or tax advice to You or to any other visitors to the Website;
- (iii) soliciting, offering, or distributing deposits or other financial products;
- (iv) accepting, receiving, or transmitting deposits or any funds;
- (v) soliciting or processing applications for deposits or other financial products;
- (vi) recommending or endorsing Participating FIs or any product or service of Participating FIs;
- (vii) providing You with disclosure documents or other information relating to Participating FI's products;
- (viii) managing deposits, investments or accounts held by You with Participating FIs;
- (ix) acting as Your agent or as a deposit broker.

General Disclaimer

- a) YEI is not responsible for, and does not make any representations or give advice, either express or implied, as to the quality, accuracy, timeliness, reliability or credibility of information or material provided or linked on the Website by Participating FIs or calculations presented by Participating FIs.
- b) The information contained and conveyed to You in the Website and all Rate Offers circulated in Your Account are not recommendations or endorsements by YEI of any Participating FI or their Deposit Products. YEI makes no representations to You as to the Participating FI or the suitability of the Deposit Products offered by Participating FIs to meet Your needs and the requirements specified by You.
- c) The Website presents information to You to allow You to evaluate the information's suitability to Your own business or organizational needs, goals, and position prior to accepting any Rate Offers. The decision remains solely with You to select the Rate Offer best suited to Your business or organizational circumstances and purpose. You should always check any terms and conditions related to the Deposit Products offered to You by Participating FIs, including but not limited to the Participating FIs product disclosure statement. YEI recommends You seek independent advice before accepting any formal offer from a Participating FI and ensure You review any information

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quoted by Participating FIs if you intend to rely on such information, including effective interest rates, total costs, and fees.

- d) Through Your Account, you can specify Your requirements and preferences for Deposit Products by way of a Rate Request in the order that Participating FIs may submit Rate Offers to provide with You Deposit Products that meet Your requirements. Participating FIs can respond to Your Rate Request by submitting Rate Offers that You will receive in Your Account. You maintain the right to select or reject any Rate Offer. Should You accept any Rate Offer, You acknowledge and agree that You will be engaging in further correspondence with the selected Participating FI and may be required to provide additional information to the Participating FI or to YEI, and You authorize YEI to share information You have provided about Your business to the Participating FI.
- e) YEI reserves the right to change or add Participating FIs at any time, including relevant information about any Participating FI.
- f) The Website may contain links to other websites. YEI does not endorse or recommend any material or third-party products offered on those linked websites.
- g) All information and Services provided through the Website are on an “as is” basis.

Account Eligibility

To use the Services to make a Rate Request and receive Rate Offers, You must have a Yield Exchange depositor user account. YEI offers the Website and Services for business purposes only and not for individual, family, household, or consumer use. In order to register for a Yield Exchange depositor user account, You must:

- a) be authorized to act on behalf of the business seeking the account (as a self-employed individual/sole proprietor or as a corporation, organization, or other entity);
- b) use the Account, the Website, and the Services for business purposes only;
- c) obey any authorizing, registration, or different requirements for your business, or the business for which you are acting; and
- d) in the case of a self-employed individual/sole proprietor, be 19 years of age or more (or have reached the age of majority in the jurisdiction in which you conduct business) with capacity to form legally binding contracts.

Account Registration

- a) To register for an Account, You are required to provide certain information to Us to enable us to activate Your Account. You agree to provide accurate and complete information for both yourself and your business, including but not limited to your name, the name of Your business, business e-mail address, physical mailing address, business phone number(s), etc. You agree to provide only business contact information (not personal contact information) for the purposes of Account use. You agree to update Your Account information in the event of any change to such information.

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You may be required to provide certain personal information in order for Us to approve and activate your account, as outlined below. If such personal information is required, it will be collected, used, and shared in accordance with Schedule A - Privacy Protection Schedule.

- b) Registering for an Account means You have read and agreed to the terms of this Agreement, Yield Exchange Schedule B - Website Terms and Conditions, and Schedule A - Privacy Protection Schedule. By registering for an Account You also confirm that:
 - i) the information provide by You is true and correct;
 - ii) You have the right, authority, and ability to enter into and comply with this Agreement; and
 - iii) You will be solely responsible for the activity that occurs through the use of Your Account and Your use of the Website.

Account Approval and Activation

- a) Approval and activation of Your Account may be subject to Our "Know-Your-Customer" identification and verification and other requirements. These requirements may include confirming the existence of Your business, and identifying individuals who have signing authority for You. You agree to provide Us with complete and accurate information about Yourself and Your business, including official government or legal documents if reasonably required by Us. You also agree to confirm the accuracy and completeness of such information as may be required by Us or by a Participating FI regarding a potential Deposit Product purchase, or to update such information as may be required.
- b) You authorize YEI to make additional enquiries about You and Your business to satisfy Our "Know-Your-Customer" requirements, including to validate Your identity, Your location, and confirm Your ownership of the email address provided to Us.
- c) You authorize YEI to share with Participating FIs the contact information You provide for Your Account in the event You accept a Rate Offer.
- d) Approval and activation of Your Account is in Our sole and absolute discretion and such approval may be withdrawn at any time in our sole and absolute discretion with 90 days' prior written notification.

Account Permissions

- a) You will restrict access to Your Account to individuals authorized to act on Your behalf ("Users").
- b) Users should keep their passcodes confidential.
- c) By permitting a User to access and use Your Account, you represent and warrant that:
 - i) the User is permitted to act on Your behalf; and
 - ii) You are financially responsible for all activity conducted by the User through Your Account, including, if applicable, entering into binding contracts on Your behalf.

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- d) You are responsible for ensuring each User complies with the terms of this Agreement. You are completely responsible and at risk for any activity of any User you have permitted to access Your Account and any other individual who uses Your Account, including making payments and entering into contracts.

Rate Request

- a) To access the Services provided on the Website to make a Rate Request and submit Your requirements to receive Rate Offers, You must have an active Yield Exchange depositor user account.
- b) By completing and submitting a Rate Request through Your Account, You acknowledge that YEI will transmit all or part of the Rate Request information to Participating FIs for the purposes of inviting those Participating FIs to provide You with Rate Offers. YEI retains the information provided by You in the Rate Request.
- c) You will ensure the Rate Request truthfully details Your requirements and any specific requests or preferences You may need.

Rate Offer Selection & Acceptance

- a) YEI takes no responsibility for any Rate Offers or information transmitted by Participating FIs with or in relation to Rate Offers. YEI is not the supplier of Deposit Products offered through the Website and acts only to provide access to connect You with Participating FIs in response to Your requirements in a Rate Request.
- b) **Accepting a Rate Offer does not create a legal obligation between You and the Participating FI unless and until You enter a formal agreement with the Participating FI under the terms offered in the Rate Offer and meet the account opening requirements of the Participating FI.**
- c) If You decide to accept a Rate Offer it is at Your sole discretion. In selecting the Participating FI who submitted a Rate Offer in response to Your Rate Request, You are indicating Your desire to enter into a formal agreement with the Participating FI to purchase the applicable Deposit Product.
- d) You may cancel any Rate Requests or reject any Rate Offers prior to entering a formal agreement with a Participating FI.
- e) If You accept a Rate Offer, You will then deal directly with the Participating FI whose Rate Offer You accepted. The Participating FI will contact You directly to complete the purchase of the Deposit Product.
- f) Should any dispute arise between You and a Participating FI, YEI bears no responsibility or obligation in resolving the dispute. Participating FIs are entirely responsible for the Rate Offers and Deposit Products made available through the Website. YEI takes no responsibility for any advice or recommendation that Participating FIs may make to You. Should any fees and charges be incurred in relation to Deposit Products or Participating FIs, You will be responsible for payment to the Participating FIs.

Technical Requirements

Use of the Services requires internet access through Your computer or mobile device. You are responsible for all mobile carrier charges resulting from Your use of the Services, including from any notifications provided by the Services. YEI does not guarantee that the Services will be compatible with all devices or will be supported by all mobile carriers.

Your Obligations

- a) You must:
 - i) ensure that Your Account information and preferences and any information provided in Your Rate Request is accurate and truthful as not to mislead Participating FIs;
 - ii) ensure that Your Account information and any information provided to satisfy Our “Know Your Customer” identification and verification process is accurate and complete. If any such information changes, you agree to notify us of the change and provide updated information within 30 days of the change. You also agree to confirm the accuracy and completeness of such information as may be required by Us or by a Participating FI regarding a potential Deposit Product purchase;
 - iii) You must not use the Website:
 - (1) to engage in any illegal conduct or fraudulent activity that is misleading, deceptive, or unlawful;
 - (2) for any other purpose than its intended use;
 - (3) to make representations or act on behalf of Us;
 - (4) to copy any content on the Website without prior written consent; or
 - (5) in a manner not expressly permitted by this Agreement.
- b) By accessing and using Your Account and the Website You must not and will not instruct nor permit a third party to:
 - i) willfully or otherwise damage, disrupt or impede the performance, proper operation and infrastructure of the Website or the data contained;
 - ii) use, endeavor to gain access or retain content of the Website, its systems or the Services in any manner or form contrary to or not permitted by this Agreement or Yield Exchange Schedule B - Website Terms and Conditions;
 - iii) devise or use methods that systematically download any content or the Service displayed on the Website or to combine the content with any other information, content, images, or data;

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- iv) devise or use methods designed to systematically locate information within the Website to obtain pricing, comparative quotes, Rate Offer rankings and related business programs or systems;
- v) restrict access or hinder another person, business, or organization from using the Website and Services;
- vi) pretend to be someone else or represent another person;
- vii) reverse engineer, decompile, mirror, or attempt by any manner to detect the Websites source code, construction and processes or otherwise attempt to incorporate any portion of the Website into any service or product;
- viii) remove any copyright, trademark or other intellectual property rights or proprietary rights; or
- ix) use any method or device (robot, spider, or other application) to retrieve, copy, replicate, reconfigure or repackage content and the Services.

Intellectual Property

- a) All trademarks, copyright, content, logos, images, business names and all intellectual property rights included in the Website including all source codes, data, aggregated data connected with the Website (“**YEI Property**”) is owned by Us or licensed to US.
- b) YEI retain all rights, title, and interest in any content now or in the future created by us.
- c) Any use of YEI Property or display of YEI content without Our consent is prohibited.

Termination or Account Suspension

- a) In all cases, You will be notified in writing of any suspension or termination of Your Account unless YEI is legally prevented from notifying You.
- b) Either party may terminate this Agreement at any time for any reason whatsoever with advanced written notice. YEI reserve the right to the suspend Your Account or access to the Website for any of the following reasons:
 - i) breach of this Agreement;
 - ii) You pretend to be someone You are not and present a fraud risk;
 - iii) You provide any false, incomplete, inaccurate, or misleading information; and
 - iv) for any reason, which threatens the privacy, rights, and security of other Yield Exchange depositor user account holders, Participating FIs or Us.

- c) If YEI suspends or terminates an Account for any reason, it may also suspend or terminate any other Account You may have.
- d) Your access to Your Account and the Website may be reinstated if the reason for Your suspension has been resolved to Our satisfaction.
- e) You may cancel Your account at any time by emailing info@yieldexchange.ca. YEI will retain records of Your account and account content in accordance with Schedule A - Privacy Protection Schedule.

Personal Information and Privacy

- a) Schedule A - Privacy Protection Schedule forms part of this Agreement and by using the Website You confirm Your consent to the use and disclosure Your personal information for the purposes of provision of the Services and the purposes the Website is intended and in accordance with Schedule A - Privacy Protection Schedule.
- b) Each party confirms that it has read, understood, and agrees to Schedule A - Privacy Protection Schedule.
- c) Each Participating FI has its own privacy policy. Any personal information shared with Participating FIs by YEI will be collected and used by such Participating FI in accordance with its own privacy policy. You are responsible for reviewing the Participating FI's privacy policy.
- d) YEI will not require You to provide any personal information through the Website. You agree to not share with YEI or Participating FIs any personal information or sensitive information (such as bank account numbers, social insurance numbers, copies of personal identification documents) using the chat function on the Website. YEI has comprehensive security measures in place consistent with best industry standards to protect the Website and information collected through the Website from unauthorized access, mishandling, loss, modification, or disclosure. However, YEI will not be responsible for any loss or liability resulting from unauthorized access or use of sensitive information shared through the Website in contravention of this paragraph.

Fees

- a) Depositor will pay to YEI such fees and commissions in such amounts and such times as specified in Fee Schedule (page 11).
- b) YEI may receive payment of fees or charges from Participating FIs for Services provided to Participating FIs, as part of the Website operation.

Service Interruptions

YEI may need to interrupt Your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You acknowledge and agree that Your access to the Website may be

affected by unanticipated or unscheduled downtime, for any reason, but that YEI shall have no liability for any damage or loss caused as a result of such downtime.

General

- a) This Agreement may only be modified or amended by a written instrument executed by authorized representatives of both parties. No waiver of any breach of this Agreement will be effective unless in writing and signed by both parties, and no waiver of any breach of this Agreement, and no course of dealing between the parties, will be construed as a waiver of any subsequent breach of this Agreement.
- b) Notices related to this Agreement and Your Account will be provided to you by email to the address You provide for Your Account. Notices are deemed to be delivered on the date we send if sent before 5pm Pacific time on a business day. If the notice is sent after 5pm Pacific time on a business day or is posted on a non-business day, such notice is deemed to be delivered on the next business day.
- c) YEI may not assign or transfer this Agreement to a third party without the prior written consent of the Client (which consent may be withheld in the Client's sole discretion). For the purposes of this Section, any (a) merger, amalgamation, reorganization, or restructuring involving YEI, (b) any sale of a controlling interest of the shares of YEI or their respective direct or indirect parent entities, (c) any sale of all or substantially all of the business of YEI (whether by share sale, asset sale or otherwise), or (d) any other change of control of YEI, will constitute an assignment of this Agreement. Any attempted assignment by YEI in violation of this section will constitute a material breach of this Agreement and will be of no force or effect.
- d) This Agreement constitutes the entire Agreement between the Parties with respect to any and all use of the Website and the Services. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of the Website or the Services.
- e) If any provision of this Agreement is held to be invalid, unenforceable, or illegal for any reason, the remaining parts of this Agreement will be in full force and effect.
- f) This Agreement is governed by and construed according to the laws in force in British Columbia and the laws of Canada applicable in British Columbia, excluding any conflict of laws which would lead to the application of any other laws. You unconditionally and irrevocably submit to the exclusive jurisdiction of the provincial and federal courts located in British Columbia and all appellate courts from such courts.

Comments and Complaints

- a) If You have any questions or comments, or if you are dissatisfied with the provision of the Service to You for any reason, please contact Us at info@yieldexchange.ca
- b) YEI will acknowledge Your complaint within 10 business days and attempt to resolve the matter with You as soon as possible.

Fee Schedule

COMMISSION

- a) There are no fees associated to your Yield Exchange account.
- b) Your account includes 2 User Accounts, if you require more, you may purchase additional Accounts (see below):

Number FI User Accounts	Fees + Applicable Taxes
1. Up to 2 Users	Free
2. Additional User	\$1000/Per Year

- c) This Schedule may be revised and updated from time to time by written agreement of the parties.