Yield Exchange

Terms & Conditions to include when allowing FIs limited access to the platform to make a GIC rate offer in response to direct invitation from a potential GIC investor.

Fields to be completed: name of individual, title, name of financial institution, email address, date

- 1. I am authorized by the financial institution named [above/below] ("FI") to make a rate offering on behalf of the FI for GIC products ("GIC Rate Offer") in response to the invitation received from a potential GIC investor through the Yield Exchange platform. I have the authority to negotiate the sale of the requested GIC product on behalf of FI.
- 2. I acknowledge that the FI has been granted, by invitation of the potential GIC investor, limited access to the Yield Exchange platform to respond to the request for a GIC Rate Offer. I acknowledge the Yield Exchange platform is an online communication platform through which Canadian wholesale GIC investors can post their GIC investment requirements and request GIC rate offers, and that the services of Yield Exchange Inc. do not include the following activities:
 - (i) soliciting, offering or distributing deposits or other financial products on behalf of FI;
 - (ii) accepting, receiving or transmitting deposits or any funds;
 - (iii) soliciting or processing applications for deposits or other financial products;
 - (iv) recommending or endorsing FI or any product or service of FI;
 - (v) advising on the purchase or sale of GICs, otherwise providing investment, accounting, finance, or tax advice to GIC depositors or visitors to the Yield Exchange platform;
 - (vi) providing disclosure documents or other information relating to the FI's products to potential depositors;
 - (vii) managing GIC investments or accounts held by depositors with FI; or
 - (viii) acting as deposit broker or agent of FI or any depositor.
- 3. I acknowledge that Yield Exchange Inc. is not responsible for any GIC rate requests or other information posed by potential GIC investors on the Yield Exchange platform.
- 4. I am responsible on behalf of FI for attaching or linking to the GIC Rate Offer I make through the Yield Exchange platform the FI's terms and conditions for the applicable GIC product.
- 5. All information contained in or attached to the GIC Rate Offer made on behalf of FI is true, accurate, current and complete as of the date of the GIC Rate Offer. Yield Exchange Inc. will not be responsible for any loss or liability resulting from errors, omissions, or misstatements in the GIC Rate Offer.
- 6. Subject to the potential GIC depositor meeting the FI's terms and conditions applicable to the GIC Rate Offer, including meeting all legal and regulatory requirements, accepting the GIC Rate Offer by the deadline specified by FI, and meeting the FI's account opening

- requirements, FI will honour the interest rate as offered in its GIC Rate Offer and provide for such rate in the applicable formal agreement it requires the potential GIC depositor to enter into in respect of the GIC Rate Offer.
- 7. Use of the Yield Exchange platform is subject to the yieldexchange.ca website terms & conditions.