

DEPOSIT ACCOUNT AGREEMENT

1. **Our Definitions.** The words “**Customer**”, “**you**”, “**your**”, “**account holder**” and “**client**” mean each individual, corporation or other entity that opens an Account with DC Bank. “**Account**” means any and all accounts you have with DC Bank. The “**primary account holder**” is the person whose name appears first on the DC Bank statement. The words “**we**”, “**us**”, and “**our**” refers to DC Bank. “**External Account**” means an account that you hold with another financial institution.
2. **CDIC Insurance.** DC Bank is a member of Canada Deposit Insurance Corporation (CDIC). CDIC insures eligible deposits you make with its members subject to maximum coverage limitations. For more information on deposit insurance refer to the CDIC brochure “Protecting Your Deposits” or call CDIC at 1-800-461-2342 or visit the CDIC website at www.cdic.ca.
3. **No Minimum Starting Deposit Required.** We do not require that you provide any minimum balance to open an account with us. Your account may be opened with an initial \$0 balance. However, DC Bank reserves the right not to open an Account if our Account opening requirements are not met.
4. **Telephone, Computer, Electronic Instructions.** By opening your Account with us you agree that all further business with us may be conducted on your instructions through any medium offered by us. All transactions by telephone, computer, or other means, electronic or otherwise, will have the same legal effect as if you authorized these transactions in writing.
5. **Currency Type & Interest.** You may only open your regular (personal) Account in Canadian currency. Interest is not paid on any Accounts.
6. **Service Charges and Account Fees.** We may charge for our services and deduct these charges and service fees from your Account. We may change charges and service fees from time to time. You authorize us to deduct the Yearly Account Fee from your Account for each calendar year or part thereof the Account is open as well as the fees for each additional debit transaction(s) made on any of your Accounts in excess of the various annual limits within the Account plan you have selected. You confirm you have received the Account Fees disclosure documentation and agree to be bound by its terms, including any changes to or replacements of the Account Fees disclosure documentation made by DC Bank from time to time. Annual bank Account Fees only become payable when and if an amount is deposited into your personal account.
7. **Linking to An External Account.** You may establish a link between your DC Bank Account and your External Account by following one of the procedures authorized by us for linking accounts (for example, providing us with an encoded personal deposit cheque from your other Canadian financial institution). You must confirm (verbally or otherwise) to us that you wish to link your External Account to your DC Bank Account. We may limit the number of External Accounts that can be linked.
8. **Deposit and Withdrawal Transactions.** You can transact on your DC Bank Account in any of the following ways:
 You may transfer funds between your DC Bank Account and your linked External Account at your other financial institution (if you have set up a linked External Account) by electronic funds transfer. If you have selected this option, any balance in your account after fees and Pre-Authorized Debits have been deducted will be automatically transferred to your External Account.
 You may transfer funds between your DC Bank Account and your DC Bank Prepaid Card (if you have set up a linked Prepaid Card) by electronic funds transfer. If you selected this option, any balance in your account after fees and Pre-Authorized Debits have been deducted will be automatically transferred to your DC Bank Prepaid Card.
 We will not accept cash, cheques, money orders or traveler’s cheques.
 Deposits to or withdrawals from your Account may be reversed if the deposit or withdrawal request cannot be delivered to your other financial institution or is returned for any reason. Transactions and/or balances may be limited in dollar amounts or otherwise as may be determined by us and such limits may be changed in our sole discretion without notice to you.
9. **Limitation of Liability.** You release the bank from any liability or claim for failure to act, execute or complete any instructions due to any reason beyond the bank’s control. This includes but is not limited our failure to carry out instructions that you have given to us. We reserve the right to contact you to get confirmation of any written or verbal instructions before processing any transaction but we will not be liable due to our inability or failure to contact you in order to confirm such instructions. You agree that all telephone calls and other electronic correspondence may be recorded and kept as a record of your instructions. We may change the requirements for and manner of transferring funds into and out of your Account at any time.
 You understand and agree that, except as otherwise provided in this Agreement, DC Bank will be liable to you only for direct damages resulting from gross negligence, fraud or willful misconduct of DC Bank arising directly from the performance of DC Bank of its obligations under this Agreement and DC Bank will not be liable to you for any other direct damages. In addition, DC Bank will not under any circumstances be liable to you for any other damages, including, without limitation, indirect, incidental, special, punitive or consequential losses or damages, loss of profits, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the services provided to you, even if DC Bank was advised or the possibility of damages or was negligent. These limitations apply to any act or omission of DC Bank, its affiliates, agents or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law. Gross negligence in this paragraph means conduct (whether through action or inaction, or through words or silence) which is (i) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in the position of DC Bank, or (ii) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.
10. **Evidence Regarding Electronic Communication.** A copy of any electronic communication will be admissible in any legal, administrative or other proceedings in the same manner as an original document in writing. You agree to waive any right to object to the introduction of any copy of electronic communications in evidence.
11. **Clearing, Settlement and Payment.** We may present and deliver instruments for payment, clearing, collection, acceptance or otherwise through any bank or other party as we deem appropriate. Such bank or other party shall be considered to be your agent and we will not, in any circumstances, be responsible or liable to you for the acts or omissions of such bank or other parties, however caused, in the performance of this service. We are also not liable for the loss, theft, destruction or delayed delivery of any instrument while in transit to or from, or in the possession of any bank or other party. If DC Bank or our agent presents an instrument to another financial institution for payment on your behalf and the other financial institution refuses to recognize or provide payment on that instrument for whatever reason, you will remain responsible for the amount of that instrument deposited with us.
12. **Indemnity.** You agree to indemnify us against any claims, costs or liabilities incurred by DC Bank in connection with any services provided by us to you or any other dealings between you and DC Bank, including any claim or liability resulting from our endorsement on any instrument, arising out of a forged or unauthorized signature on that instrument or otherwise. This indemnity survives expiry or termination of this agreement.
13. **Holds on Your Funds.** We reserve the right, in our sole discretion, to investigate an Electronic Funds Transfer (EFT) in any circumstance in which we consider it reasonable to do so including, without limitation, in the following circumstances; (a) to meet our legal and regulatory requirements; (b) to manage and assess our risks; and (c) to prevent actual or potential loss in connection with illegal activity. An account credited for funds received by EFT may be delayed or refused as a result of us exercising our above described rights to investigation.
14. **Updated/New Personal Information.** When we receive new or updated personal information concerning your Account, we may put a hold on your Account in order to verify such information. We may also request supporting documentation so that we can confirm updated or new information, and we may maintain the hold on your Account until your updated or new personal information can be confirmed.
15. **Email and/or Text/SMS Messages.** If you indicated “Yes” beside either or both of “Authorization: I wish to receive transaction & balance information by text (SMS)” above and have provided an email address or cellular phone number capable of receiving text/SMS messages, then you are consenting to the sending of messages by DC Bank and Outside Service Providers (as defined below) to such email or text/SMS accounts from DC Bank. Messages sent may include information regarding transactions (including purchases, fees, refunds, etc.). You are acknowledging that selecting any of these options will result in personal and private information regarding the use of your account be sent to the designated email addresses and phone numbers and that it is your responsibility to assure the numbers provided are secure and under your control. You may revoke your consent to receive Email or text/SMS at any time. If you would like to revoke your consent to receive Email or text/SMS messaging you may do so by following DC Bank’s procedures on your online banking or by calling our customer support center. If the email addresses or cellular numbers you provided are invalid, cease to be active, or bounce back messages indicating the applicable email or phone account is not able to receive messages, DC Bank will have no obligation to try to contact you through other means to obtain a valid and operating email address or cellular number. You are responsible for informing DC Bank of any changes to your email address or cellular phone number capable of receiving text/SMS. Any cost incurred by you as a result of receiving email messages or text/SMS messages are your responsibility.
16. **Privacy Principles.** We are committed to keeping individuals’ personal information accurate, confidential, secure and private. A copy of the DC Bank Privacy Code will be made available to you when you open an Account. The DC Bank Privacy Code is also available on our website at www.dcbank.ca. By applying to open an Account with us, you consent to the collection, use and disclosure of your personal information in accordance with the Privacy Code. You also agree that in order to establish your identification and to protect both you and DC Bank from fraud, we may collect and use your personal information that has been obtained from credit bureaus, credit reporting agencies, and credit insurers.
17. **Confidentiality and Accessing Your Account with Your Web Banking Password.** You are responsible for and give us your authorization to carry out all instructions given verbally using your Account numbers or electronically using your web banking password. We will not be liable to you for any loss or claim arising out of our relying on verbal verification of account number or electronic instructions provided to us using your web password. No DC Bank employee or agent will ever ask you verbally for your Online Banking Password that you are currently using. You are the only person who should know it.
 Your password must be kept confidential. You alone are responsible for your password security. When you give us instructions by cellular phone, e-mail, or other non secure methods we cannot guarantee confidentiality because third parties can intercept these methods of communication. If any other person becomes aware of your password for any reason you must notify us within 24 hours of learning of any of the following; (i) that your Password was disclosed to, or obtained by, anyone else or may be known by anyone else, (ii) that unauthorized use of Electronic Banking Services may be occurring; or (iii) the loss, theft or misuse of a mobile device that you registered with us for Electronic Banking Services.
18. **Overdrafts.** DC Bank does not specifically permit your Account to go into an overdraft position. However, depending on the types of transactions you engage in and the fees (the fees are set out in the fee disclosure documentation) that may be payable in connection with your Account it is possible that your Account could go into a overdraft (negative) position. Overdraft (negative) balances in your Account are not a loan by DC Bank to you and no interest is charged by us on such overdraft/negative balances. However, if your Account falls into an overdraft position, we will charge a flat monthly overdraft fee without notifying you. You must repay any overdraft amounts on demand.
19. **Right of Setoff.** We reserve the right to use all of the money in your Account(s) to pay any debts or other obligations (including any contingent obligations) you owe us whether in the same or other currency. (That is what is known as a “Set-Off”). You agree to allow us to use some or all of the money in your Account, to buy any currencies that may be necessary to pay debts that you owe us. In the case of a joint Account, all Account holders consent to our using all money up to the full amount on deposit, as payment for any debt or obligations you owe us, regardless of each individual joint Account holder’s contribution to the Account.
20. **Account Statements and Confirmation of Transactions.** Account statements will be provided to you online at DC Bank’s web site

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DEPOSIT ACCOUNT AGREEMENT

GENERAL TERMS – APPLICABLE TO ALL

(www.dc-bank.ca). We may still choose to send a statement to you, either by mail or by electronic means. If an account statement is sent to you, it will be delivered to the primary account holder's last address in our records. You agree that you will examine all of your account statements and other

DEPOSIT ACCOUNT AGREEMENT

transaction records regularly (at least once every thirty days). If you discover any errors or omissions in your account statements and/or other transaction records, you must notify us of such errors or omissions within 45 days of the date of the transaction date. We will consider account statements and other transaction records to be accurate if we do not receive any notice from you to the contrary. We shall not be liable to you for any loss or claim arising as a result of any errors or omissions in account statements and other transaction records within such period.

- 21. Closing of Accounts.** You can close your Account with us at any time. We also have the right to close your Account for any reason, and pay you the balance via cheque to your address of record, if any, according to our rights of setoff described above. Upon receipt of the proper legal documentation following your death, we will transfer the balance of your funds to your legal representative and close your Account. If any joint account holder dies who is a resident of any province or territory within Canada outside of Quebec, any positive balance may be with- drawn or made payable to the surviving joint account holder. For Quebec residents only, any positive balance shall be settled in accordance with the estate of the deceased joint account holder.
- 22. Dormant Accounts.** You understand that your Account will be marked as inactive if no activity (withdrawal, deposit or online transaction, ini- tiated by you) occurs in the Account for a period of one year. We will charge the Dormant Fee of **\$5.00** monthly to your Account after 60 days of inactivity, and if there are insufficient funds to cover such fees, you authorize DC Bank to close your Account without notice. If you have not contacted DC Bank within ten years from the date the Account was marked as inactive, the Account will be designated as abandoned and in accordance with applicable law, the balance of your Account will be transferred to the Bank of Canada. It will be your responsibility to file a claim with the Bank of Canada to obtain the balance.
- 23. Changes to this Agreement.** We may change these Account Terms at any time, and any changes will be effective 35 days following notice to you. Notice of changes to the Account Terms may be distributed through DC Bank statements, newsletters and/or posted on the DC Bank web site. DC Bank may also send a text or email (if you have opted in for this) to you letting you know of the availability and location of the elec- tronic notice. If you access or have funds on deposit in any Account at DC Bank after the effective date of the change, you automatically accept the change. Notice of changes will be posted at all Agent locations 60 days prior to effective date of the change.
- 24. Interest Rate.** We do not pay any interest on Accounts.
- 25. Acceptance of Account Terms.** At our discretion we may accept your signature, or other evidence of your acceptance of these Account Terms received by facsimile, telephone or other electronic means, as your original signature or acceptance.
- 26. Communication by Regular Mail.** All communications from DC Bank to you (including notices that deposits into or withdrawals out of your Account could not be accepted or items have been returned) will be sent by regular mail unless otherwise stipulated by DC Bank.
- 27. Payment and Clearing Systems.** We do not control the national payments system or other payment system participants used in the process of transferring your money. We cannot guarantee a time of delivery for requested funds transfers. However, we will make reasonable efforts to facilitate your funds transfer requests.
- 28. Language.** You have expressly requested that this document and all other documents related to your Account be written in English. Vous avez expressément demandé que ce document et tout autre document concernant votre compte soient rédigés en anglais.
- 29. Complaints or Concerns about these Terms.** These Account Terms are governed by the laws of the Province of Alberta and the laws of Can- ada applicable in Alberta. If you have any questions regarding these Account Terms or you have complaints in connection with your Account, please call us at 1-888-466-4043 or visit the DC Bank web site (www.dcbank.ca).

Financial Consumer Agency of Canada. The Financial Consumer Agency of Canada (FCAC) supervises federally regulated financial institu- tions to make sure that they comply with federal consumer protection laws. The FCAC also helps educate consumers and monitors industry codes of conduct and public commitments designed to protect the interests of consumers. We must comply with many consumer laws that protect you in a number of ways. For information about consumer protection laws, contact the FCAC (see contact information below). If you have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you can contact the FCAC at:

1-866-461-3222 (English) or 1-866-461-2232 (French), or
write to: Financial Consumer Agency of Canada
427 Laurier Avenue West, 6th Floor
Ottawa, Ontario K1R 1B9
Website: www.fcac-acfc.gc.ca

- 31. Joint Accounts.** Each Account holder chooses their own web banking password. Any joint Account holder may conduct transactions with any of your Accounts that have been designated as joint Accounts with DC Bank. If one joint Account holder requests a transaction we will exe- cute it without express authorization of any other joint Account holder. Each accountholder is individually liable, and all account holders are jointly liable (or in Quebec, solitarily liable),to pay DC Bank any amounts that you or any of you may owe in respect of the Account. If any joint Account holder dies who is a resident of any province or territory within Canada outside of Quebec, any positive balance may be withdrawn or made payable to the surviving joint Account holder. For Quebec residents only, any positive balance shall be settled in accordance with the estate of the deceased joint Account holder. You acknowledge that each joint accountholder may be provided Account information including transactions and Account related information of other joint accountholders. This includes information about the Account prior to it becoming a joint Account.
- 32. Accounts for the Benefit of Others – “In Trust”, Etc.** We are not required to recognize anyone other than you as having any interest in your Account, except joint Account holders when an Account is a Joint Account. For example, if you request that we open an

Account in your name, but you use “In Trust” or “As Nominee” or some similar designation, whether or not it is for a specified third party, we will only accept instruc-

DEPOSIT ACCOUNT AGREEMENT

tions for that Account from you. We are under no obligation to obtain permission from any other person.

- 33. Non-Residents.** You will advise DC Bank if you cease to be a Canadian resident.
- 34. No Waiver of DC Bank's Rights.** If DC Bank fails to exercise any of its rights under these Account Terms or if DC Bank delays exercising any of its rights under these Account Terms, this will not be a waiver of DC Bank's rights and will not prevent DC Bank from exercising these rights in the future.