

Banking 1. This agreement between First Nations Bank of Canada (“we, our, and us”) and the undersigned customer (“you” and “your”) sets out the terms and conditions that will govern your banking relationship with us, in addition to agreements between us and you for specific products and services.

Changes to Terms and Conditions. FNBC reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms and Conditions, in whole or in part, at any time. Notification of changes in these Terms and Conditions will be posted on FNBC’s website. Changes in these Terms and Conditions will be effective when notice of such changes has been posted. The Customer’s continued use of FNBC’s services after such changes are posted will constitute its agreement to such changed Terms and Conditions.

Name of Business 2. You declare that you are carrying on business as (select one):

Enter the name of the Business. If the Business operates under a trade name, use the trade name only.

- Sole Proprietorship
- Association
- Partnership
- Other (insert brief description): _____
- Corporation
- Joint Venture
- First Nation

**under the name:

You also declare that this name is the correct name of the business (your “Business Name”). You appoint us as your banker.

Non-Restriction (except Sole Proprietorship) 3. There are no provisions in the Memorandum of Association, Articles of Incorporation, Sole Proprietorship, Partnership Agreement, or in any of your by-laws or resolutions, in any unanimous shareholder agreement, shareholder declaration, or in any other agreement, that restrict or limit in any way your or the powers of your directors or of any person authorized by the directors to conduct your banking business on your behalf (except the provisions of the applicable Articles, Bylaws, Agreements, etc., a certified true copy of which is attached to this agreement as “Schedule A”.)

Your Liability 4. You agree that you are liable to us, jointly and severally, as may be applicable, for:

- i. all transactions and agreements entered into by you or in your Business Name;
- ii. all transactions which we believe, in good faith, have been made by you;
- iii. for all bills of exchange (including cheques), promissory notes, bank drafts, money orders, orders for payment, securities, electronic debits or credits, pre-authorized deposits or debit payments or other value items and other instruments (each an Instrument) made, drawn, accepted, endorsed (by rubber stamp or otherwise) or signed manually or by facsimile signature, or other forms of signatures acceptable to use at our sole discretion:
 - (a) by you in your Business Name, or
 - (b) by your appointed attorney, if you are a sole proprietorship, or
 - (c) by you, as represented by your authorized signatories, if you are a partnership, corporation, association, joint venture or any entity as set out in section 2;
- iv. all Instruments credited to you. We reserve the right not to accept third-party Instruments which bear a prior endorsement for deposit (because we may be unable to verify that endorsement); and
- v. all indebtedness and other liabilities, both direct and indirect, which are created or increased

resulting from the use or misuse of the Services, as defined in Section 18, whether authorized or unauthorized, including through transactions affecting any of your accounts or the accounts of other customers that are debited through use of such Services.

You will reimburse us for, and indemnify us against, all claims and demands that may be paid by us or made against us in respect of providing or not providing such Services to you (except those for which we indemnify you pursuant to Section 19 (iii)) and from all losses, costs, charges and expenses, including legal fees, that we may incur as a result of any such claims and demands

We may, from time to time, provide you with the terms of our Services, other services or products. Your use of such Services or other services or products will act as your acceptance of and agreement to be bound by their terms.

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| Waiver of Protest | 5. You waive presentment, protest and notice of dishonor on all Instruments which you have drawn made, accepted or endorsed and which are delivered to us for any purpose. |
| Use of Agents | 6. We may use any third party to provide any Service or other service, including Payments Canada for clearing arrangements, without responsibility for any loss occasioned thereby. That party is considered to be your agent. For further information, review the Privacy Agreement and/or other provided agreements and documents. |
| Charges to Account | 7. We may charge any of your accounts, even if that creates or increases an overdraft, with the amount of the following: |
| Instruments Drawn on Us | (a) any Instrument drawn by you on any of our branches; |
| Unpaid Instruments | (b) any Instrument cashed or negotiated by us for you or credited to any of your accounts for which payment is not received by us, which is returned to us later by reason of a forged, unauthorized or missing endorsement or of an alteration, which we reasonably believe will be returned to us, or with respect to which we reasonably believe we will be subject to a claim by a third party, plus any expenses incurred by us in connection therewith. You agree that the charging of any unpaid Instrument will not be considered to be payment of it and that our rights against all parties liable on the Instrument are preserved; |
| Lost, Stolen Instruments | (c) any Instrument received by us for credit to any of your accounts if it is lost, stolen or otherwise disappears from any cause other than our negligence; |
| Recovery | (d) any amounts you owe us and any costs to recover them, including legal fees on a solicitor and their own client basis, as well as any legal fees and disbursements charged by our legal department; |
| Service Charges and Fees | (e) any service charge for the operation of any of your accounts and our fees for the Services, other services and products used by you, in effect from time to time; or any additional compliance costs or other costs incurred or attributable to the account. |
| Taxes | (f) any applicable taxes which are your responsibility, or deemed to be your responsibility at our sole discretion. |
| Overdrafts | 8. Unless we agree,

i. you may not overdraw your account. You will repay the amount of any overdraft plus interest immediately without notice from us. Unless otherwise agreed, we will charge you interest at our |

standard rate charged from time to time for overdrafts.

- ii. Should you request, and we agree, to your overdrawing of your account for a period of not greater than 10 days, we will send you written notice thereof. You agree to any terms, conditions and fees set out in such notice, including the term for which the overdraft is available. Upon expiry of such term, you will repay the amount of the overdraft plus interest immediately without notice from us. We will charge you interest at our standard rate charged from time to time for overdrafts.

**Foreign
Exchange
Transactions**

9. If a transaction involves a foreign currency conversion then the currency will be converted by us or other parties acting in each case, as principal and not as your agent. The exchange rate used in the conversion and paid by you will be the latest exchange rate provided to us prior to processing your transaction. The exchange rate being used may result in revenue being earned on the conversion by us and/or the other parties, in addition to any other fees or charges applicable to the transaction. The revenue earned by us and/or the other parties may affect the amount you owe or are entitled to receive as a result of the transaction. You may, at our option, be responsible for any loss or cost associated with the currency exchange if the conversion has to be reversed for any reason and such loss or cost may be charged to any of your accounts.

Record Keeping

10. You will select whether to receive a statement of your account or access transaction information through an electronic method as permitted by us. The options and associated obligations are as follows:
 - i. If you select to receive a statement, we will periodically forward to you, your employee or agent a statement of your account. We will forward this statement to you using the means that you have selected from the options we make available to you. The options may include ordinary mail to the most recent address you have given us. You will advise us promptly if you have not received the statement within 10 days of the date upon which you normally receive it;
 - ii. You may choose not to receive a statement of account from us but instead to view your transaction information through any electronic method that we permit. You will review your transaction information no less frequently than every 30 days.

**Verification
of Account**

11. You will promptly and carefully examine your account transaction information
 - i. In your statement, or
 - ii. as set out and accessed through any electronic method that we permit.

You will notify us immediately of any errors or omissions in the account transaction information. Any claim for loss or damage is subject to Section 24 herein.

If we do not receive notice from you:

- iii. for a statement account, within 30 days of the statement date: or
- iv. if you elect not to receive a statement but instead use an electronic method, within 30 days of the transaction date,

subject to (v) and (vi) below, you accept the statement or the transaction information as correct. In addition, we will be released from any claim with respect to any and every item on the statement or passbook update or in the transaction information and from any other claim for negligence, breach of trust, breach of fiduciary duty or otherwise.

At any time, we may correct:

- v. amounts credited to your account in error; or
- vi. amounts charged to your account as a result of a forged or unauthorized endorsement of the

payee of an Instrument drawn on your account, or resulting from forged or falsified instructions to carry out a transaction. You must notify us in writing of any forged or unauthorized endorsement on any Instrument as soon as you discover it.

- Hold on Funds** 12. You agree that we may place a full or partial “hold” on funds in any of your account(s):
- i. restricting your right to make a withdrawal based on any Instrument until we receive actual and irrevocable payment from the drawee. Any credit to any of your account(s) for any Instrument before we receive actual and irrevocable payment is provisional and subject to reversal;
 - ii. if we have reasonable grounds to suspect suspicious or possible fraudulent, unauthorized or illegal account activity;
 - iii. if the identity of the proper authorized signatories on any of your account(s) must be confirmed for any reason; or
 - iv. if we reasonably believe that a legitimate claim is made by a third party on funds in any of your account(s).; or
 - v. for any other reason outlined in our Hold Funds Policy.

You agree we will not be held liable for any direct or indirect losses occasioned by the act of placing a hold on any accounts.

- Deposit and Clearing Reconstruction** 13. If required, you agree to assist us in reconstruction of clearing or deposit information for any item credited to any of your account(s).

- Demands for Information** 14. You acknowledge that, from time to time, we may be legally required to provide information about your accounts to governmental authorities or respond to or comply with requests or demands for information or documentation regarding your account(s) from governmental authorities. You agree that we can charge you for the costs of complying with court orders, warrants, summons to witnesses, subpoenas, statutory demands or responding to any legal proceeding in which copies of your information or records are sought or required from us. You agree that you will pay us the reasonable costs associated with these demands including but not limited to reasonable legal costs, third party service provider costs, costs for clerical time and copy charges.

- Compliance with Laws** 15. We require your use of our Services to comply in all respects with all applicable laws, rules, regulations and our standards as well as those of Payments Canada. We may refuse to accept, honour, certify, pay or process Instruments which do not comply with all applicable laws, rules, regulations, requirements and standards. We will not be liable for such refusal.

- Payment Services** 16. Any use of our Payment Services must be in accordance with all applicable laws and guidelines set out by the Bank’s regulators, including but not limited to Payment Messages remitted through the Lynx and SWIFT networks (i.e., wire transactions), Interac e-Transfer®, and any other payment method whereby enriched remittance data may be included with the transaction. You are prohibited from including the following types of content in Payment Messages:
- **Personal Information** (as defined under applicable privacy legislation) of an individual unless such inclusion has been appropriately consented to by the individual;
 - **Abusive, profane, defamatory, or derogatory language;**
 - **Malicious code** (i.e., code that may or is intended to cause undesired effects, security breaches or damage to a system) or other damaging information such as scripts or links;
 - **Content that is illegal** or the inclusion or transmission of such information is otherwise in contravention of applicable law; and

- **Content that is used to conduct or relates to illegal or other harmful activities**

- Adverse Claims** 17. i. If any person or entity makes a claim against funds in any of your accounts; or
ii. If we believe that a conflict exists between or among any of the authorized signatories on any of your accounts or that there is a dispute over matters such as the ownership of any of your accounts or whether any person is an authorized signatory on any of your accounts, we may, without liability to you or any other person including any of your owners or shareholders, take one or more of the following actions:
- (a) continue to rely on our records to determine the ownership of the account or the identity of the authorized signatory or signatories on the account;
 - (b) honour the claim upon receipt of evidence satisfactory to us to justify such claim;
 - (c) place a hold on all or a part of the funds in the account in accordance with Section 12 until the dispute is resolved to our satisfaction;
 - (d) close any of your accounts;
 - (e) make such inquiries and perform such searches at your expense as we deem necessary; or
 - (f) pay the funds into an appropriate court.

- Endorsements** 18. This paragraph applies if an endorsement is necessary for the transfer or negotiation of an Instrument. You authorize us to supply your endorsement on any Instrument we take for collection, payment or deposit to any of your accounts. You also authorize us to collect any unendorsed item that is made payable to you without first supplying your endorsement, provided the Instrument was deposited to your account. We may refuse to pay any Instrument or accept any Instrument for deposit or collection unless we are able to verify to our satisfaction that all of the necessary endorsements are present on the Instrument.

- Service Terms** 19. The specific terms of certain business services (the "Services") that we will provide you are set out in separate schedules (each called a "Schedule"), and in computer software (the "Software") and any instructions and user manuals we provide for the Service (the "Guides"). (The Schedule, Software and the Guides for each Service constitute the "Service Terms".) You will use the Services only as set out in the Service Terms.

The agreement between you and us for the Services we are providing to you at any time will consist of this agreement and all applicable Service Terms as amended from time to time. This agreement and the applicable Service Terms as amended replace any existing agreement between you and us for any of the Services.

You warrant that you will obtain the necessary written authority (the "Authorization") from any third party whose account is to be debited in conjunction with the Services before requesting us to debit the account. You will ensure that the Authorization is signed by the valid signing authority for such account. You will produce the proper Authorization before accounts are debited.

We may engage third parties to provide any part of a Service and shall use reasonable care in their selection.

- Service Materials** 20. We may provide you with Software, equipment (including authentication devices), keys or other items (the "Equipment"), or Guides for the Services. The Software, Equipment and Guides are called the "Service Materials". You will have a non-exclusive and non-transferable license to use the Service Materials on the following terms:

- i. You will use the Service Materials only for your own benefit to access the Services or for any other purpose we authorize in writing;
- ii. You will ensure that the Service Materials remain strictly confidential. You will not disclose, duplicate or modify the Service Materials (unless you have obtained our prior written consent)

or reverse engineer any Software or Equipment. Any copies are subject to the terms of this Agreement and, where applicable, will include the Software licensor's proprietary notice and remain its property;

- iii. We will indemnify you for costs and damages against you for a claim that any Software infringes any patent, copyright or other proprietary right, provided (I) it is used according to our instructions; (II) you notify us promptly of the claim in writing; (III) you give us the exclusive authority to defend it and to agree to any compromise or settlement; and (IV) you provide us with all necessary information and assistance to do so;
- iv. Your license is cancelled as of the effective date of cancellation of the Service. You will, within 10 days of cancellation, remove the Software from your computer system(s) and return it to us along with any Equipment and Guides for the Service and copies thereof.

**Software and
Hardware
State of
Condition**

21. You agree to keep your computer system, communication equipment and lines used to access the Services in good operating condition and to incorporate upgrades or updates to Software and Hardware as required from time to time.

**Access and
Security**

22. You acknowledge that access to the Services may be provided by way of passwords and log-on IDs, authentication devices or codes (the "Access Devices"). You understand that possession or knowledge of an Access Device by any person may result in that person being able to access the Services. You acknowledge your personal obligation to have in place systems, procedures and controls which are effective in the detection and prevention of unauthorized access to the Services. You agree that maintenance of the security of the Services (including the strict confidentiality of the Access Devices) is your responsibility. You authorize us to provide the Services to anyone using the appropriate Access Devices without further inquiry. You acknowledge you will be responsible for losses stemming from all unauthorized use of the Services resulting from a failure to implement commercially reasonable safeguards to protect your accounts. You will not access or try to access restricted areas of our computer system or perform or try to perform functions that are not authorized under the Agreement. If we suspect that you are doing so or that you are using the Access Devices or Software in any inappropriate manner, or that you fail to put in place commercially reasonable procedures with respect to access and use of Access Devices, we may, without notice, suspend your access to any of the Services to allow us to investigate.

**Electronic
Communications**

23. Any electronic communication between you and us will take place according to the provisions of this section. The term "electronic communication" means any communication of instructions or information whether by telephone, email, internet, telex, tape, disk, wire or other means of telecommunication or electronic transmission, including a facsimile transmission. We will consider any electronic communication received that appears to be from you or in your name or from your premises or equipment, to be duly authorized by you and binding on you. You authorize us to rely and act on any such communication without the obligation to independently confirm the communication was sent by you or those authorized to do so. If the communication is by facsimile transmission or email, we will be entitled to act upon any signature purporting to be your signature or that of your authorized signing officer. Notwithstanding the foregoing, if we try to verify the signature on a facsimile transmission or the validity of any instructions electronically communicated (though we are not obligated to do so and are unable to do so to our satisfaction, we may delay in acting on or refuse to act on such instructions.

You agree that our records regarding any electronic communication will be admissible in any legal, administrative or other proceedings as if such records were original written documents. Our records will be conclusive proof of the existence, content and accuracy of the electronic communication.

For our mutual protection, and to confirm our discussions with you, we may record all telephone calls that relate to the use of or include instructions for using electronic banking services.

Preparation of Instruments and Internal Supervision
Preparation of Instruments and Internal Supervision

24. You will at all times have in place systems, procedures and controls, effective to prevent and detect thefts of Instruments and or losses due to forgeries or frauds involving Instruments, including without limiting the generality of your supervision foregoing those:
- i. ensuring that all Instruments are numbered sequentially;
 - ii. ensuring that all Instruments are secured in the same manner as large sums of cash;
 - iii. ensuring that all Instruments, cheque imprinters and facsimile signature devices are kept in a secured locked receptacle, vault, safe, etc. and that designated individual(s) are responsible for them at all times;
 - iv. conducting periodic audits of Instruments; and
 - v. ensuring that the individual responsible for doing the bank statement reconciliation shall not be the individual who is responsible for security of Instruments or their preparation.

You will diligently supervise and monitor the conduct and work of all your employees and agents having any role in the preparation of your Instruments and in your bank statement reconciliation or other banking function.

Limitation on Our Liability

25. Unless expressly prohibited or restricted by law, we will not be liable for direct or indirect, consequential or exemplary loss or damage (including penalties or loss of profits) even if we were informed of the possibility of such loss or damage and regardless of the cause of action. In no event will we be liable for any loss or damage resulting from:
- i. your actions or those of any third party, or any failure by you or a third party to act;
 - ii. failure to properly notify us within 24 hours of the loss or damage occurring;
 - iii. a forged or unauthorized signature or endorsement or a material alteration on any Instrument, unless you report it to us within 24 hours and prove each of the following:
 - (a) it was made by a person who was at no time your employee or agent;
 - (b) that the loss was unavoidable despite your having had in place the systems, procedures and controls to supervise and monitor your employees and agents; and
 - (c) that the loss was unavoidable despite your having taken all feasible steps to prevent the forgery, unauthorized signature or material alteration and loss arising therefrom.
 - iv. our failure to perform or fulfill any obligation due to any cause beyond our control including without limitation acts of regulatory authorities, natural disasters, strikes or labor unrest, failure of transportation, communication or power supply, or malfunction or unavoidable difficulties with our equipment;
 - v. incomplete or incorrect information supplied to us by you;
 - vi. systems or communications failure, malfunction, delay or error (unless caused by our negligence);
 - vii. freezing an account in accordance with this agreement; or
 - viii. taking instructions regarding any of your accounts from a person or persons whom we reasonably believe is/are an authorized signatory/signatories.

Partnership / Joint Venture Terms

26. You are liable under this agreement regardless of the admission or withdrawal of any partner of a partnership or member of a joint venture. You will not be liable for obligations under this agreement which are incurred after we receive written notice that you are no longer a partner or a member signed by you or your legal representative, provided that in the event of dissolution of the partnership or joint venture, you will remain liable until the obligations to us under this agreement, whether incurred before or after the dissolution, are paid in full. This notice will be effective at each of our branches when the branch where you have an account receives it.

Tax Advice Waiver

27. We may offer, from time to time, certain products and/or investments that may be tax exempt, tax deferred, or result in different treatment for you.

You acknowledge that we do not offer legal or tax advice in relation to any of our products or services. Where appropriate, you should consult a professional, such as a lawyer or an accountant, for legal or tax advice.

Our products and/or investments offered from time to time, and/or any income earned thereon, may bear taxes, penalties or related interest imposed under relevant tax laws.

You will have no claim whatsoever against us in relation to any losses, diminution, damages, charges, costs, taxes, assessments, levies, interest, demands, fines, claims, penalties, fees or expenses incurred directly or indirectly with respect to the products and/or investments ("Liabilities"), except Liabilities directly caused by our gross negligence, bad faith or willful misconduct. Without limiting the generality of the foregoing, we will not be liable to you for or in respect of any Liabilities suffered or incurred by you, as a result of the acquisition, holding or transfer of our products and/or investments, or as a result of interest payments, made in accordance with the terms of the products and/or investments, unless caused by our gross negligence, bad faith or willful misconduct and we may reimburse ourselves for, or pay, any tax, penalty, interest or charges imposed upon us under the tax laws or by any other government authority in relation to the products and/or investments.

Heirs, Executors, etc. 28. This agreement is binding on us, our successors and assigns. It is also binding on you, your heirs, executors, administrators and other legal representatives, successors and assigns. You must obtain our prior written consent to assign this agreement to another party.

Amendments and Waiver 29. We may amend this agreement or change any Services or any service charge or fee by sending you a notice and/or by posting a notice in all our branch offices and on our website. If we send a notice, it will be considered to have been received by you: if mailed, 5 days after we send it; if delivered, on the day it is delivered; if faxed, on the next business day; or if by electronic communication, immediately upon the communication being sent. Use of any Service by you following any change to this agreement will constitute acceptance by you to such changed terms as they pertain to such Service. No waiver of any breach of any term of this agreement will be effective unless in writing. It will not be considered to be a waiver of any other breach of such term or other term of the agreement.

Copy of Agreement 30. You have received a copy of this agreement, our commitment guidelines and a list of fees and service charges applicable to the account(s).

Counterparts 31. This agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All of these counterparts shall for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatories to the same counterpart. A fax, electronic copy, transcribed copy, or photocopy of this agreement executed by a party in counterpart or otherwise shall constitute a properly executed, delivered and binding agreement or counterpart of the executing copy.

Termination 32. Either of us may terminate this agreement, any Service or the license to use the Service Materials by giving the other written notice, unless specified otherwise in the applicable Schedule.

We may terminate this agreement or any Service or remove any account from participation in any Service, or close any account, without notice if:

- i. You default on any obligation under this agreement or on any other agreement or instrument with us;
- ii. We are served with any demand, attachment, garnishment or other order that requires us to pay any funds that we would have otherwise paid or advanced to you or on your behalf, or a receiver or receiver manager is appointed for any of your property, or you are bankrupt or

insolvent, or any proceeding is commenced by or against you under any bankruptcy, insolvency or winding up statute or

- iii. We reasonably believe that there has been or may be improper, unauthorized or unlawful use of the Service, Service Materials, or Access Devices.

If this agreement is terminated, all Services are automatically terminated. If any Service is terminated, the terms of this agreement will remain in effect for all other Services covered by this agreement. Upon termination of a Service, you will cease to use the Service and we will cease to perform any Service transactions and we may recall any instructions given to third parties. Upon termination of this agreement or any Services, you agree to return any Service Materials in relation thereto, as applicable.

You will remain responsible to us for any indebtedness or liability owed to us despite termination and the closing of any accounts in relation thereto. After termination or closing of any accounts by us, any net funds remaining on deposit may be paid to you or to your legal representative and the Bank will have no further liability in respect of said funds.

Dormant (Abandoned) Accounts

33. You acknowledge and agree that the account will be designated as inactive if you have not made any contact with us (by Accounts way of withdrawal, deposit, passbook update or online transaction) within a one year period. If you have not made any withdrawals or deposits (excluding service charges or interest credits) or have not communicated with us regarding such account during the previous ten years, under federal law your account will be considered abandoned. We will communicate with you within 2 years and 5 years of your last account activity. Reasonable service charges may be charged on accounts which are inactive and which are presumed to be abandoned. If there are insufficient funds in your account to cover the service charges which are payable by you, you authorize us to close the account. Accounts which are inactive or presumed to be abandoned will be subject to the provisions of the Bank Act and are transferred to the Bank of Canada after the prescribed delay.

Customer Resolution Process

34. If You Have a Problem or Concern: Tell us about your problem or concern in the way that is most convenient for you. You may contact a Customer Service Representative at your Branch that handles your account, call us toll free at 1-888-454-3622, contact us by mail at Customer Feedback, First Nations Bank, 300 - 224 4th Avenue South, Saskatoon, Saskatchewan, S7K 5M5, by fax at 1-306-931-2409 or by e-mail at concerns@fnbc.ca *. As a next step, if your concern remains unresolved, the Manager will offer to elevate your problem to a representative of the Executive Office. Alternatively, if you prefer to elevate the problem yourself, you may contact the Manager and they will assist you.

If your concern remains unresolved, you may contact the FNBC Ombudsman, by mail at First Nations Bank, 300 - 224 4th Avenue South, Saskatoon, Saskatchewan, S7K 5M5, or toll free at 1-888-819-6366. If your concern still remains unresolved, you may then contact the Ombudsman for Banking Services and Investments (OBSI) by mail at 20 Queen Street West, Suite 2400, PO Box 8, Toronto, Ontario, M5H 3R3 or toll free at 1-888-422-2865.

For a more detailed overview please obtain a copy of our *"If You Have a Problem or Concern"* brochure from any branch or from our website at www.fnbc.ca.

Financial Consumer Agency of Canada (FCAC) - If you have a complaint regarding a potential violation of a consumer protection law you can contact the FCAC at one of the following:

- Telephone: 1-866-461-3222
(en français 1-866-461-2232)
- Online: see <https://www.canada.ca/en/financial-consumer-agency/services/complaints/handle-complaint.html> for more information on how to contact online.

Please note the FCAC does not become involved in matters of redress or compensation - all such requests must follow the process set out above.

*E-mail disclaimer: For your protection, do not send confidential or personal information (e.g., Access Card number, account numbers, etc.) via e-mail, as it is not a secure method of communication. If your request is urgent or requires disclosure of confidential or personal information for resolution, please call us.

- Conflict** 35. If there is a conflict between this agreement and the Service Terms, the Service Terms will govern your use of the particular Service. If there is a conflict between a Schedule and a Guide, the Schedule will govern your use of the Service
- Severability** 36. If any provision of this agreement is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- Confidentiality** 37. You agree to keep confidential all information concerning us which may be made known to you solely as a result of using any Service which is not generally available to the public. You shall not release any such confidential information without our prior written consent.
- Consent** 38. In this section, "you" means: (i) any individual who is the undersigned customer, (ii) any individual who has offered to provide a guarantee for any product or service offered by us to the undersigned customer; (iii) any individual who is a partner of the undersigned customer; and (iv) the signing authorities, as identified to us, of the undersigned customer.

"Information" means financial, personal and other details about you, that you provide to us and we obtain from others outside our organization, including through the products and services that are provided by us to the undersigned customer. You agree that, at the time you begin a relationship with us and during the course of our relationship, we may collect, use and disclose your Information as described in the Privacy Agreement separately provided to you and available at any First Nations Bank of Canada branch or online at firstnationsbank.com, including for, but not limited to, the purpose of identifying you, providing ongoing service, understanding your financial needs, marketing products and services to you by telephone, fax and automatic dialing-announcing device, at the numbers you have provided us or by internet and mail or other methods, protecting us both from fraud and error and complying with legal and regulatory requirements. If:

- i. there are changes to the signing authorities on any of the accounts of the undersigned customer; or
- ii. at the time of opening an account, the undersigned customer, if a corporation, entity, partnership or other business operation consisting of more than one individual, has any individual who owns or controls, directly or indirectly, 25 per cent or more of the shares of the corporation, or has any director, where such individual or director is not, at such time, either a signing authority of the corporation or a personal banking customer of First Nations Bank of Canada Group; or
- iii. at the time of opening an account, such undersigned customer, if other than a corporation, has any individual who owns or controls, directly or indirectly, 25 per cent or more of such undersigned customer, where such individual is not, at such time, either a signing authority of the undersigned customer or a personal banking customer of First Nations Bank of Canada Group;

then such undersigned customer, agrees to make such signing authorities and any such individual or director aware of the Privacy Agreement, advise them that they are subject to such agreement

and inform them that a copy of such agreement is available at any First Nations Bank of Canada branch or online at fnbc.ca.

The definition of "you" in the Privacy Agreement shall be deemed to include any such individual or director. Notwithstanding the foregoing, (ii) and (iii) shall not apply where the undersigned customer is a public body, or a corporation that has minimum net assets of \$75 million on its last audited balance sheet and whose shares are traded on a Canadian stock exchange or a stock exchange that is prescribed by section 3201 of the Income Tax Regulations, as may be amended from time to time, and operates in a country that is a member of the Financial Action Task Force.

You may obtain our privacy code - "Protecting Your Privacy" - or review your options for refusing or withdrawing this consent, including your option not to be contacted about offers of products or services, by contacting your branch or calling us at 1-888-454-3622.

* First Nations Bank of Canada Group means First Nations Bank of Canada, its affiliates and third parties, who provide deposit, investment, loan, securities, trust, insurance and other products or services.

Credit Agencies 39. This section applies to you if you do not fall within the definition of "you" in the above section. You authorize us to obtain information about you from, and disclose information about you to, credit reporting or credit rating agencies and credit bureaus for the purpose of assessing your credit worthiness. Nothing in this section shall limit any rights or obligations we may otherwise have regarding the collection, use and disclosure of your information.

Dated this _____ day of _____, 20____.

Name of Business

(Please print name below respective signature)

X _____
Name:

X _____
Name:

X _____
Name:

X _____
Name:

X _____
Name:

X _____
Name:

X _____
Name:

X _____
Name:

X _____
Name:

Obtain signatures of:

Sole Proprietorship: Sole proprietor

Partnership: Partners or Partner with Authority to Bind the Partnership as set out in the Partnership Agreement. If partner is a corporation, partner to sign under corporation name. If more than 9, add separate schedule.

Corporation: the signing officers as set out in the Corporate Resolution

Association: the signing officers as set out in the Resolution of Officers/Members of Unincorporated Association

Joint Venture: the signing officers as set out in the Joint Venture Agreement

Other: the signing officers as set out in the applicable agreement/resolution