

# FINANCIAL SERVICES AGREEMENT

## DEFINITIONS:

(The following conditions apply, in taking into account the required changes, if any, according to the permitted transactions in the Account and according to the Banking Plan).

“**ABM**” refers to any automated banking machine, point-of-sale terminal or any other equipment used for transaction purposes;

“**ABM Card**” refers to my debit card, which remains the property of the Bank;

“**Account**” refers to any personal deposit account that I hold at the Bank, solely or with other persons (“**Joint Holders**”), or for which I act as the attorney, guardian (tutor), curator, advisor, agent, liquidator, trustee or any other administrator of the property of others (“**Representatives**”);

“**Agreement**” refers to this financial services agreement;

“**Application**” refers to the account application;

“**Bank**” refers to Laurentian Bank of Canada;

“**Banking Plan**” refers to the FADOQ banking plan;

“**I, we, client, my, me, our, us**” refer to the holder and Joint Holder(s) of the Account who have completed the Application and agree with the terms and conditions of this Agreement;

“**Instrument**” refers to any cheque, promissory note, bill of exchange or other negotiable instrument;

“**Issuing Company**” refers to companies that are participating in the service and whose invoices I have registered with the Bank for payment via this service;

“**LBCDirect Service**” refers to all services offered from time to time as part of LBCDirect Service by Internet or by phone;

“**Overdraft Protection**” refers to the Bank’s authorization allowing me to overdraw my Account;

“**Parties**” refers to the Bank, the holder and, if applicable, the Joint Holders;

“**PIN**” refers to the confidential personal identification number for my ABM Card;

“**Telebanking Centre**” refers to the Bank’s customer service centre.

**I agree with the Bank to the following:**

**The use of the Account constitutes acceptance by me of the terms in this Agreement;**

### LIABILITY

1. I am liable toward the Bank for the payment of any Instrument deposited in my Account. Instruments deposited in my Account will be received by the Bank for collection only and, in case of non-payment, will be debited from my Account. I remain liable for any deposit to my Account, including any counterfeit, altered or fraudulent cheque. I am also responsible for any Instrument issued, accepted, endorsed, negotiated or signed by me. The Bank is authorized to honour and to pay without inquiry any Instruments duly executed by me, drawn to the order of any authorized signatory, whether they are remitted for cashing, payment of my own obligation or deposited to my Account; the Bank is released and held harmless of any responsibility in this respect.

### OPERATION

2. I agree that the operation of my Account will be performed under the following terms and conditions:  
I waive any request for payment, notice of refusal and protest concerning any Instrument that I may negotiate through the Bank. The Bank may charge to my Account the amounts:
  - a) of any Instrument payable by me or a Representative;
  - b) of any debt or liability to the Bank;
  - c) of any sum credited to my Account as a result of the deposit of an Instrument drawn on another institution and for which the Bank has not received payment;
  - d) of any Instrument received by the Bank for me as a deposit by way of discount, for collection or otherwise, lost, stolen or missing in any manner whatsoever, without negligence on the part of the Bank;
  - e) of any administration charges announced from time to time, in accordance with the terms and conditions established by the Bank by notifying me in writing or posting such information.
3. I undertake at all times not to use my Account for illegal purposes. I undertake to use my Account for personal purposes only.

### NOTICE OF WITHDRAWAL

4. The Bank may require a five-day (5-day) notice for any withdrawal.

### OVERDRAFT

5. I agree not to overdraw my Account unless I have been granted Overdraft Protection. If, however, my Account becomes overdrawn, I will pay on demand any overdraft, as well as the interest on the overdraft at the interest rate then applicable by the Bank, unless I have entered into a specific agreement with the Bank in this respect. I undertake to inform myself of any change in the interest rate applicable to account overdrafts. Nothing in this clause may be interpreted as obligating the Bank to grant advances to me.

### INSTRUMENTS

6. I agree to use, without altering them, the Instruments made available to me or authorized by the Bank to be used for the Account held by me. I release the Bank from any liability in the event of refusal to pay any Instrument altered, with or without my consent, or not bearing the appropriate account number. If my Account is a chequing account, the Bank may order cheques from any supplier of its choosing. I undertake to keep safe, in the same manner as large amounts of cash, any Instruments that the Bank remits to me.

### FUNDS HOLDING POLICY

7. I agree that, in compliance with its Funds Holding Policy, which is available in the “My Money, My Tools – Réseau FADOQ” Guide, the Bank may hold funds that result from the deposit of any Instrument in my Account.

## **FOREIGN CURRENCY**

8. Any transaction performed in a currency other than the currency of my Account will be converted into the Account currency at the exchange rate and date established by the Bank, which date may differ from the transaction date. The Bank will in no way be liable for losses stemming from exchange rate fluctuations. Instruments in a foreign currency deposited in my Account and returned unpaid to the Bank will be converted into the Account currency at the Bank's exchange rate and the amount so converted will be applied to my Account. Applicable fees may also be charged following reversal of the deposit amount in my Account.

## **MANDATE**

9. The Bank is authorized to endorse on my behalf any Instrument credited to my Account which has been given to it for acceptance or collection.

## **BANKING PLAN AGREEMENT**

10. Banking Plan privileges and advantages are granted exclusively for my personal use and are described in the "My Money, My Tools – Réseau FADOQ" Guide.
11. I may avail myself of advantages related to a service offered by a financial institution other than the Bank only if such service is offered through my branch.
12. When a service is not available in a branch, for any reason whatsoever, I may not obtain any repayment or reduction of the monthly charges of the Banking Plan.
13. The Bank may limit the availability of some services to certain geographical regions.
14. Under no circumstances may the privileges and advantages related to the Banking Plan be combined with any other offer from the Bank.

## **APPLICATION AND COMPENSATION**

15. I authorize the Bank to apply, without prior notice, any type of balance whatsoever held in one of my Accounts against any sum owed to the Bank or one of its subsidiaries. The Parties agree that compensation between a debt incurred by the client and one incurred by the Bank and one of its subsidiaries will be possible immediately when one of the above debts becomes payable, even if the second debt is not. The second debt so incurred will become payable immediately when the first debt becomes payable. Compensation will also be possible between debts owing in two different currencies. The Bank has the choice of application of payment to be made.

## **STATEMENT VERIFICATION**

16. The Bank will periodically provide me with a statement of transactions. This statement will be forwarded to my mailing address unless the Bank is instructed otherwise. In the event that this statement is sent by mail, if I have not received anything within ten (10) days following the end of the period agreed upon by the Parties, I undertake to promptly advise the Bank of the situation. Should I fail to do so, the statement will be deemed to have been received.
17. I must check the accuracy of each statement or passbook and advise the Bank in writing and within thirty (30) days of the delivery or mailing of the statement, or within five (5) days in the case of *LBCDirect* Service, of any entry that seems erroneous or of any irregularity concerning the statement. Upon expiry of that delay, I will be deemed to have definitively acknowledged that all debits reported on my statement are accurate and justified, and that the statement contains the credits that should be reported. Except for errors reported in writing during that delay, the Bank is discharged, at the end of that delay, from any claim by me with respect to the entries made or that should have been made in the statement.

## **TELEPHONE TRANSACTIONS**

18. I am authorized by the Bank to make various transactions by telephone. When I communicate with the Bank by telephone, the Bank may record the conversation.
19. All documents bearing my signature, all transactions and applications made by or transmitted by a telecommunications system (e.g. telephone, fax, cable, etc.) will have the same legal consequences as a document, a transaction or an application bearing my original signature.

## **LOAN APPLICATION**

20. I am authorized by the Bank to make loan applications by telephone which will be subject to the Bank's credit approval and terms and conditions as well as to the signing of all documentation required in this respect.

## **INVESTMENT APPLICATION**

21. I am authorized by the Bank to submit investment applications to the Bank by telephone. I agree to promptly check my account statement or passbook and any document certifying the investment thus made and notify the Bank in writing of any error or any objection thereto. If I do not inform the Bank within ten (10) days after the statement date or after the date of the said document, all entries therein will be deemed accurate.

## **LBCDIRECT INTERNET SERVICES**

22. If I subscribe to *LBCDirect* Internet Services, the Bank will provide to me by telephone a temporary access number. I can review the covenants, terms and conditions of these services when I subscribe through *LBCDirect*. Subscription to and use of the services will constitute proof of my acceptance of the terms and conditions of the *LBCDirect* Services user agreement.

## **SERVICE CHARGES**

23. I agree to pay the all service charges stipulated in the "My Money, My Tools – Réseau FADOQ" fees Guide, as modified from time to time by the Bank, including, without limiting the generality of the foregoing, any processing or research fees related to: (i) a seizure, request for payment or information from any administrative or legal procedure initiated by a third party in accordance with applicable laws; (ii) any request for a credit history; and (iii) any research request made by me. I authorize the Bank to debit these fees (including cheque orders) directly to my Account. The Banking Plan fees, if applicable will be withdrawn from my Account on the last day of each month or at any other agreed-upon frequency, commencing with the month I subscribed to the Banking Plan. If

I cancel my subscription, the Banking Planfees, if applicable, for the current month will not be withdrawn from my Account; however, the regular fee schedule will be applied retroactively to my Account on the first day of the current month.

24. The Bank may change, at any time, the charges applicable to all my services by posting its new pricing schedule in its branches, at its ABMs, on its website or, if I receive a statement, by sending it to me by a written or electronic notice. These changes will enter into effect sixty (60) days after the beginning of the posting or, in the case of a statement, thirty (30) days after the sending date of the new pricing schedule.
25. The charges applicable to safety deposit boxes may be changed at any time by written notice. Such notice will be mailed to me at least ten (10) days before the renewal of the lease.

#### **NON-LIABILITY**

26. I will not hold the Bank liable in the following cases:
  - Any delays, damages or inconveniences caused by the operational failure or malfunction of my ABM Card, an ABM or LBCDirect Service or by my inability to access an ABM or LBCDirect Service;
  - For the quality of the goods or services obtained through the use of my ABM Card or LBCDirect Service.

#### **TAXES**

27. The Bank may debit my Account for all sums that it may collect, on my behalf, for all taxes applicable to goods and services.
28. I undertake to notify the Bank of any change in my Canadian resident status and to repay the Bank any amount paid by it subsequent to a request from a relevant tax authority.

#### **JOINT AGREEMENT**

29. If more than one person agrees to open an Account, such Account will be joint and each provision set out in the Agreement will be applicable to each Joint Holder.
30. Each of the Joint Holders may act alone to manage the Account and will be considered to have acted with the consent of each of the Joint Holders for all transactions performed. One or the other of the Joint Holders may also act alone to close the Account.
31. As Joint Holders, we declare that we are the owners of the deposits made to our jointly held Account. We acknowledge that we are solidarily liable (in provinces other than Quebec, we acknowledge that we are jointly and severally liable) for any debt, overdraft or amount owing for the services to which we subscribe.
32. If I am a Quebec resident and I die, or if one of the Joint Holders dies, my Account will be frozen until the estate has been settled. If I am a resident of a province other than Quebec, the death of one or several of the Joint Holders will in no way affect the right of the survivor(s) to withdraw the funds. In the event of my death, the Joint Holders agree to assign the balance of my jointly held Account to the surviving Joint Holder. Accordingly, following the death of one of the Joint Holders, the balance of the jointly held Account will not be treated by the Bank as an estate asset and the Account balance may be withdrawn or paid to the order of the surviving Joint Holder.

#### **DEPOSITS HELD IN TRUST**

33. If I am acting as a trustee, alone or with other co-trustees, for the Account of one or several beneficiaries, I declare that I hold the deposits in trust.

#### **LIMITATION OF LIABILITY**

34. I acknowledge that, even if the Bank has been informed of the possibility of a loss or damage, it may not, under any circumstances, be held liable in any way whatsoever for any loss or damage resulting from:
  - a) Any act or failure to act by me or by a third party, and no third party will be considered as being an agent of the Bank;
  - b) A forged or unauthorized signature or a material alteration of any Instrument unless I prove each of the following:
    - i) that the forged or unauthorized signature or material alteration was done by a person who has at no time been a Representative on my Account; and
    - ii) that the loss was unavoidable and that I took all possible actions to prevent the forgery, unauthorized signature or material alteration;
  - c) Failure by of the Bank to act or to fulfill an obligation due to circumstances beyond the reasonable control of the Bank;
  - d) Incomplete or erroneous information which I provided to the Bank;
  - e) Failure, malfunction, delay or error in the Bank's systems or communications;
  - f) Any breach of the obligations set out in the Agreement and in any related agreement, in particular with respect to the statement verification, the confidentiality of the PIN and the responsibilities relating to the use of Instruments.
35. I also recognize that the Bank will in no way be liable for any consequential or indirect loss (including penalties or profit loss), even if the Bank had been informed of the possibility of such loss or damage, regardless of the cause of action.

#### **CHANGES/TERMINATION**

36. The Bank may change, at any time, the terms and conditions of and the services governed by this Agreement by posting the changes in its branches, at its ABMs, on its website or, if I receive a statement, by written or electronic notice. A copy of the changes will be made available in the branches. These changes will take effect ten (10) days after the beginning of posting or the date of the notice. The use of my Card or my Account after the effective date of a change will constitute proof of my acceptance of the changes made to the Agreement.
37. The Bank reserves the right to suspend the use of my Account, to limit the use I make of it or to close it, at any time, with notice if I do not comply with the provisions of this Agreement or any related agreement, or if I deposit an Instrument that proves to be altered, counterfeit or fraudulent, or if I perform a suspicious, unusual, irregular, fraudulent or abusive transaction, or if I am the victim of fraud or in the event of a dispute or contradictory instruction between the Joint Holders relative to the Account until such time as the situation has been resolved.

38. If the Bank terminates this Agreement, I must immediately repay any amount due to the Bank.
39. I remain responsible for the Instruments drawn on my Account or deposited therein which are pending and uncleared, even after my Account is closed by me or the Bank.
40. I can cancel this Agreement or the services offered by notifying the Bank.

#### **AUTHORIZATION RELATIVE TO PERSONAL INFORMATION**

41. The Bank gathers personal information from its clients and, if applicable, their sureties and other sources, as mentioned hereunder, and uses this information in providing services generally provided by the Bank and, among other things, without limiting the generality of the foregoing, for the purposes of verifying the client's identity, opening an Account or a loan, understanding the client's financial situation, determining the client's eligibility for products or services, understanding the client's requirements, or administering the product or service appropriately. To this end:
  - a) I authorize the Bank and its affiliated companies, agents and service providers acting on its behalf to:
    - obtain information regarding my solvency or financial situation (the "information"), as may be required from time to time for the purposes provided herein and until full payment of any amount owing to the Bank, from legally authorized persons as well as from any personal information agent, any person referred to in credit reports obtained, any financial institution, fiscal authorities, creditor, employer, public organizations, any mortgage insurer or any other person providing references, and I authorize such persons to provide the requested information;
    - share the information it holds on me with any person authorized by law, personal information agent, financial institution, mortgage/hypothecary insurer or any organization duly designated by the Bank in conformance with paragraph d) below or, with my consent, to any other person requesting it;
    - use my social insurance number for income declaration, identification and data consolidation purposes for services provided by the Bank and its subsidiaries;
    - make the personal information it holds on me available to its employees, affiliated companies, agents and service providers, who are bound to maintain the confidentiality of this information.
  - b) I authorize the Bank to share with the partner of my card and Account, if applicable, my personal information for administration or commissioning purposes.
  - c) I also acknowledge that the Bank may, at any time, without notifying me, assign my Account to any person. This person may be required to retain my personal information for a certain period of time in accordance with the applicable laws.
  - d) In order to be provided with quality service and obtain all information available regarding the financial products and services offered by the Bank and its subsidiaries or any enterprise that the Bank may deem appropriate, I authorize the Bank, its affiliated companies and any enterprise deemed appropriate by the Bank to make use of the information it holds on me in order to provide me with any documentation, advertising material or information that the Bank deems appropriate. I may ask the Bank to stop using the information for this purpose at any time by providing written notice to my Bank branch. The Bank will not refuse to provide the services referred to in this Agreement and to which I am entitled, even if I have withdrawn my authorization regarding the use of my personal information.
  - e) In the event that certain services provided by the Bank are provided from outside Canada, I understand that my personal information may be disclosed to the regulatory authorities of that jurisdiction in conformance with the laws of that jurisdiction.
  - f) In cases of fraud, inquiry, breach of agreement or statutory violation, I authorize the Bank to disclose and share with the competent authorities the information it holds on me.
  - g) I authorize the Bank to disclose and share the information it holds on me with other financial institutions when inter-bank communication is required to prevent fraud and during inquiries for breach of any agreement or any statutory violation.
  - h) All information regarding me will be kept at the branch or the appropriate department of the Bank's head office. The Bank will allow me to examine information to which access is authorized by law and I may, upon submitting a written request to the Bank branch, obtain a copy of this information upon payment of the fees charged by the Bank.
42. I acknowledge having received from the Bank information regarding my Account, including the fees and other service charges, the method of calculating interest, the interest rate in effect today, its features and the Bank's policy on complaints.

#### **INTERPRETIVE CLAUSES:**

43. Wherever the context so requires, the singular number will be interpreted as plural, the masculine gender as feminine or neuter, and vice versa.
44. This Agreement binds the Parties as well as their successors, heirs, assigns, officers, directors, employees, Representatives and assignees.
45. If any provision of this Agreement is declared invalid, unenforceable or deemed unwritten, the remaining provisions will remain in full force and effect.
46. This Agreement will be governed and interpreted according to the laws in force in the province of my residence.