

Neo High-Interest Savings Account Agreement

Last Updated: December 4, 2023

This version of the Neo High-Interest Savings Account Agreement (the "Account Agreement") is effective December 4, 2023, and replaces older versions of the Account Agreement.

This Account Agreement applies to the Neo High-Interest Savings Account you have with us (Peoples Bank of Canada), the services we provide to you through our service provider, Neo. Where we capitalize terms in this Account Agreement, they are defined in Section 41 (Definitions) below.

By submitting your Application, opening and operating your Account, or using any of the Services, you agree to the terms of this Account Agreement. You confirm you have received our Disclosure Statement and agree to be bound by the terms of the Documents, including any periodic changes or replacements we make.

Please review this Account Agreement, the Documents and all other agreements and documents we refer to in this Account Agreement because they affect your rights and set out certain obligations you have. If you have any questions related to the agreements, please

contact Neo's member support at www.neofinancial.com or 1-855-636-2265 (toll free).

Please keep a copy of this Account Agreement for your records.

1. Use of your Account

The Account is an online personal bank account that operates only in Canadian currency.

The Account is intended for personal use only. You agree to use your Account as a personal account and understand that if we think you may be using your Account for business or non-personal purposes, we may close your Account without prior notice to you.

2. Customer eligibility

To be eligible to open and maintain an Account with us, you must be a Canadian resident with a permanent Canadian address, and you must be at least 18 years old. If you are under 18, please refer to Section 9 for youth eligibility requirements.

You must maintain a valid email address as part of your profile with us and tell us immediately about any changes to this email address or any other personal information you have previously provided us. If you are no longer a resident of Canada, we may terminate this Account Agreement and close your Account without your permission (unless you reside in Quebec); and whether or not we terminate this Account Agreement, you will immediately pay all amounts you owe us free and clear of all foreign taxes and holdbacks and all withholding taxes.

During the application process, we will conduct an assessment as required by law to determine if an Account is appropriate for you. If our assessment finds that this Account is not appropriate, if you fail to provide us with the information we need to conduct the assessment, or if we are unable to complete the assessment, you will not be eligible to open an Account.

3. Identity verification and Account opening requirements

We are required by law to obtain, verify, and record information that identifies each person who opens an Account. This requirement means that, before you can open an Account, we will ask you to provide us with certain information to help us identify you, including your name, street address, and date of birth. If we cannot verify your identity through our standard process, we may also require additional proof of your identity. We will open your Account once we have successfully verified your identity and will tell you that your Account is now active.

You consent to us verifying your identity as required or permitted by law and agree to provide any documentation we believe necessary to help in this regard. Your new Account will not be opened, no interest payments will be made, and no other benefit derived from your new Account will apply, until all such requirements are satisfied.

There may be cases where we need or choose to contact third party credit reporting agencies or other third parties, including telecommunication and utility providers, to help us identify you. You agree and consent to us contacting these third parties when opening your Account or any time while your Account is open. You agree to provide any records that may be required under federal and/or

provincial law, including but not limited to, those necessary under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, including any related regulations and/or guidelines, similar legislation, both to open your Account with us and for its continued operation.

We are required by the *Income Tax Act* to collect your Social Insurance Number (SIN), and other required tax information, when you open an interest-bearing account so that we can report your interest income to the government. If you do not provide us with your SIN, or other required tax information, your Account will be considered non-interest-bearing. To assist in verifying your identity and to help prevent errors and fraud, we may also share your SIN with credit reporting agencies. Sharing your SIN with credit reporting agencies is not a condition of service. You may ask us not to use your SIN for purposes other than those required by law.

If you fail to satisfy any of our account opening requirements, whether as specified in this Account Agreement or otherwise, we reserve the right to not open your Account.

4. Privacy Policy

By submitting an Application, you consent to the collection, use and disclosure of your personal information in accordance with the Neo Privacy Policy, and our Privacy Policy. The most up to date versions of these policies can be obtained here:

- [Peoples Privacy Policy](#)
- [Neo Privacy Policy](#)

These Privacy Policies may be amended or replaced from time to time without advance notice to you, and we will post the revised Privacy Policies at the links above.

These Privacy Policies also describe your options to opt out of certain uses of your information. It is important that you review these Privacy Policies carefully before submitting an Application.

5. Electronic Identification (Username and password)

Once your Account is created, your Neo Profile Username and password will be required any time you want to access your Account or any other account you have opened through the Neo Platform. You are responsible for keeping your Username and password secure, in the manner required by the Neo Platform Terms and Conditions. You must not share either your Username or password with anyone. Please ensure they are kept private and strictly confidential.

6. Account interest

We pay interest on your Account, and it will be paid in accordance with the rate set out in the Disclosure Statement. We calculate interest daily on the closing balance of funds held in an Account and pay it to your Account monthly.

The rate of interest applicable to the Account is disclosed during the application process and is prominently displayed on the Neo Platform. How we calculate the amount of interest to be paid is set out above and in the Disclosure Statement.

You acknowledge that interest rates and interest calculation methods may change at any time and without prior notice. We will advise you of the new rate and any interest calculation changes through Electronic Communication or by posting it on the Neo Website.

7. Fees

The fees that we may charge in connection with this Account are outlined in the Disclosure Statement. You authorize us to charge any fees incurred by you directly to your Account, and we may debit your Account to collect fees, charges, and taxes (if applicable). If a fee is increased or a new Account fee is introduced, we will provide notice of any such change in writing to you through Electronic Communication, which may include advising you through the Neo Platform or by any other method allowed by law as determined by us, at least 60 days before the change comes into effect.

8. Online Account transaction records

Ongoing account transaction records and balances are available online in electronic format and can be accessed from the Neo Platform.

You understand and agree that we will not provide you with paper copies of your monthly transaction activity and Account balances unless you request paper monthly statements and other documentation through the Neo App, online at www.neofinancial.com or by contacting Neo's member support at 1-855-636-2265. You will be charged the fee in the Disclosure Statement for the paper documents.

You agree to review your transaction history carefully and at least once every 30 days to ensure that:

- All transactions and balances are correct;
- All Instruments paid from the Account are valid and duly authorized; and
- All amounts charged to your Account are correct.

If you notice any errors, omissions, irregularities, or discrepancies, you must notify us within 30 days of the transaction record date. If you do not, we will consider your Account records accurate. You will be bound by this section even if you do not review your Account entries and balances at least once every 30 days.

If we mistakenly credit or debit an amount to your Account, we can correct that error at any time.

You must tell us immediately, by contacting Neo's member support at www.neofinancial.com or by calling 1-855-636-2265, if there is any suspicious, unusual, actual or suspected fraudulent or other unauthorized use of your Accounts or the Services, including if any unauthorized person has had, or may have had, access to any of the Services.

9. Youth Eligibility

This Account is also available for individuals at least 13 years old if you reside outside of Quebec. If you reside in Quebec, you must be at least 14 years old. A Social Insurance Number (SIN) and other required tax information must be provided to open an Account.

10. Electronic Transactions

You are responsible for making sure there are sufficient funds in your Account to cover any Electronic Transactions you may initiate. You will be responsible for any transaction that is not processed due to insufficient funds.

Electronic Transaction requests may be made by logging on to the Neo Platform, and by other methods we make available to you from time to time.

EFTs initiated by you between your Account and an External Linked Account will be processed upon your request to transfer funds to or from your External Linked Accounts.

It typically takes one to two Business Days for funds to arrive in your Account or your External Linked Account after the EFT request is made. Arrival dates are not promised or guaranteed. Note that even after funds have arrived in your Account, they may be subject to a hold period. Please see the 'Holds on Your Account' section below for further information.

In cases where EFTs cannot be processed with an External Account, the transaction request will be reversed.

You may arrange for direct deposits from a third party (such as an employer or government) by providing such third party with your Account information, which can be downloaded via the Neo Platform. You must arrange for the setup and/or cancellation of direct deposits directly with the third party offering this service.

We may establish dollar amount, transaction, account balance or other account-related limits per customer. These limits may change at

any time and without prior notice to you. If you attempt a transaction that exceeds these limits, we may reject the transaction. Please refer to our Disclosure Statement for further information account-related limits for various transactions.

11. External Linked Accounts

You may link more than one External Account to your Account, subject to certain limits set out in the Disclosure Statement. Other than the initial (or first) External Linked Account that is set up through the Application, all subsequent External Accounts can be linked to your Account by logging into the Neo Platform and following the instructions we provide on linking an External Linked Account, or by contacting Neo's member support at www.neofinancial.com or 1-855-636-2265.

You are solely responsible for ensuring that linking any External Account is permitted by the financial institution at which you hold the account. A new External Linked Account will be activated upon verification that you have authorized access to the External Account.

We, in our sole discretion, may refuse to process your request to link an External Account or may require you to send us a void cheque to complete your request. We also may, in our sole discretion, unlink an External Linked Account if we become aware or have reason to believe that it does not belong to you.

12. Overdraft

We do not offer overdraft protection on the Account. We may reject an Electronic Transaction, Neo Transfer or any other payment instruction initiated by you at any time that would result in an overdraft.

13. Scheduled and recurring transfers to/from External Linked Accounts

Scheduled and recurring transfers can be made from your External Linked Account(s) to your Account and, from your Account to your External Linked Account(s). By initiating a scheduled or recurring transfer, you authorize us and your other financial institution(s) to transfer funds between these accounts according to your Instructions. Changes to your payment schedule can be made at any time based on your direction. Timing for the change to take effect will depend on when we receive your direction to change the payment schedule.

14. Transfers between Neo Accounts

Through the Neo Platform, you may send money electronically from your Account to another customer who holds a Neo account (a “Neo Transfer”). Instructions for retrieving the money transferred may be communicated through the Neo Platform, by email or by text and the funds are transferred directly between the accounts.

You agree and understand that:

- we are obligated to pay the Neo Transfer to the recipient of a transfer request, providing they can correctly verify they requested the Transfer, using security protocols in place

- we and Neo will not be liable for any losses because of the sender's or recipient's misuse of, or improper communication or disclosure of, the answer to the security protocol
- when you initiate a Neo Transfer, we will immediately withdraw the amount of the transfer from your Account and either credit the recipient's account or notify the recipient of the Neo Transfer. If the recipient is unable to receive or does not claim the Neo Transfer, the funds will be returned to your Account after 30 days; and
- Neo Transfers can only be made in Canadian dollars.

15. Holds on your Account

When you deposit funds into your Account by EFT or by transferring funds from an External Linked Account, we may place a hold on all or a portion of your deposit until we have verified that the funds will be available from the other financial institution to cover the deposit.

Although the deposit will be reflected in your Account balance immediately, your ability to access the entire amount of your deposit will be limited until the hold period has expired. You will be unable to transact using funds that are being held. The length of the hold may be up to five Business Days and depends on the amount and nature of the deposit.

There may be circumstances where the hold period is extended in our sole discretion. For more detail on these circumstances, please refer to our Hold Policy in the Disclosure Statement.

16. Account holder access

We will only accept instructions for the Account directly from you. We are not obligated to recognize anyone other than you as having any interest in an Account. We are also not required to grant another person access to the Account. However, there are circumstances under which we may grant a third-party access to your Account, as outlined below.

Third-party access may be given to customers who need assistance with managing their Account or are physically unable to access their Account. This access allows another person (i.e., your legal representative – for example, a person who has been appointed your attorney under a valid Power of Attorney, or an executor) to provide us with instructions related to your Account, which we will then act upon. To allow a third party to access your Account(s), you will need to provide the appropriate authorization, or your legal representative will need to demonstrate legal authority to act of your behalf.

In the event that we or Neo are served with a court order that directs us to place a hold on funds or deposit funds into an Account, or that otherwise extends to such funds or the Account, you agree that we may take any steps we deem necessary to lawfully comply with the court order and, in doing so, will in no way be liable to you.

17. Clearing, settlement and payment

We may make available through Third Party Service Providers, services such as EFT or other features that are used for, among other things, sending or receiving payments. We will not be responsible for any errors that may occur during the performance of these third-party services, nor will we be responsible for any loss, theft, destruction, or delay in delivery of any Instrument while in process or in the

possession of another financial institution or other third party. If an Instrument for payment presented on your behalf by us or a third party to another financial institution is refused, or if the other financial institution does not provide payment, you will remain responsible to us for the amount of the Instrument that we have credited to your Account.

18. Closing your Account

You may close your Account at any time and at no cost. When an Account is closed, we will make a final payment into your Account of interest earned up until the date of closing. Interest is not earned on an Account after the date of closing. Items presented for payment after the Account is closed may be dishonoured. You are responsible for transactions you arranged, including those that arrive after your Account is closed. By closing your Account, you will not receive deposits that would have occurred had you not closed your Account. This includes any promotional offers and may include funds returned because of an unsuccessful or returned transfer or payment.

In the event you close your Account and there is a balance, we may send you that amount, less any outstanding debts or other obligations you owe us according to our rights of set-off, by EFT to any one of your External Linked Accounts.

We will make reasonable efforts to contact you to arrange payment to you of funds returned following an unsuccessful transaction; however we reserve the right to send to the Bank of Canada any funds that are returned in accordance with applicable laws, despite our reasonable efforts to contact you.

Closing your Account does not release you from any obligation to us and you will continue to be liable for Instruments drawn on or deposited to the Account that are outstanding and have not been cleared.

19. Suspension or termination of Account or Services

You acknowledge that we may, in our sole discretion, suspend or terminate your Account, or your access to your Account without giving you notice before doing so (unless you reside in Quebec). In the event your Account is suspended or terminated, or your Account Access is suspended or terminated, we will notify you in writing to the email address we have on file for your Account.

In situations where we have closed your Account, any balance remaining in your Account will be paid to you less any outstanding debts or other obligations you owe us, according to our rights of set-off. We and Neo will not be liable for any dishonoured payments after your Account is closed. We will make reasonable efforts to contact you to arrange payment to you of any funds returned following an unsuccessful or returned transfer or payment after your Account has been closed.

Upon your death or incapacity, we are authorized to take steps that we deem prudent or advisable, including restricting transactions to the Account. Upon receipt of the proper and required legal documents following your death or incapacity, we will transfer the balance of your funds to your legal representative and close your Account. In all cases, you (or your estate) will continue to remain responsible for any transaction on the Account. Your estate representative will have the same rights, responsibilities and obligations under this Account

Agreement as you, the Account holder, unless we determine otherwise.

There are no fees or associated costs for terminating your Account or the Services.

20. Dormant Accounts

If there have been no transactions in your Account or our attempts to communicate with you regarding your Account have been unsuccessful, then we will designate your Account as inactive. If there are insufficient funds in your Account to cover the fees we are owed, we may close the Account without notice to you.

21. Changes to this Account Agreement

We may propose to change, either permanently or temporarily, any term of this Account Agreement (including changing the Account features, Account eligibility and opening requirements, rules regarding Account use, transactions and consent, interest, fees, suspension and termination rights, indemnification, limitation of liability) or replace this Account Agreement with another agreement, at any time. We will provide notice of any such change in writing to you through Electronic Communication or by any other method allowed by law as determined by us, at least 30 days before the change is stated to come into effect. You may refuse the change by terminating this Account Agreement and closing your Account without cost, penalty or cancellation indemnity at any time before the change takes effect. You can obtain a copy of the current Account Agreement by visiting the Neo Website.

You acknowledge that we may, from time to time, make special offers or promotions available to some or all our customers with or without notice. You acknowledge that we reserve the right to amend, withdraw, suspend, or terminate such special offers or promotions in our sole discretion without notice.

You can obtain a copy of the current version of this Account Agreement in the Neo App, on www.neofinancial.com or by contacting Neo's member support at 1-855-636-2265.

22. Information requests

If you ask us for Documents or other information relating to your Account or the Services, then we will provide you with copies of the Documents and information that we are required by law to provide. We may grant your request for copies of additional documents or information that we are not required by law to provide. We will not provide copies of documents or information when prohibited by law. We may require you to pay a fee, determined by us, before providing any Documents or information, at the rates outlined in the Disclosure Statement.

From time to time, we may have to respond to requests or demands from third parties seeking documents or other information relating to your Account. You will pay our costs of complying with court orders, warrants, summons to witnesses, subpoenas, or statutory demands, or responding to any legal proceeding in which we are asked to provide copies of your financial information or records. The costs we may charge include reasonable legal fees, service provider fees, fees for administrative time and copy charges.

23. Conflict of terms

If there is any conflict or inconsistency between the terms of the Account Agreement and the terms in any other agreement between you and us, the terms of this Account Agreement will prevail, and the parties shall take any necessary steps to conform the inconsistent terms to the terms of the Account Agreement.

24. Limitation of liability

Does not apply if you reside in Quebec. You understand and agree that, except as stated otherwise in this Account Agreement, we will be liable to you only for direct damages resulting from our gross negligence, fraud or wilful misconduct arising directly from our performance of our obligations under this Account Agreement. We will not be liable to you for any other direct damages.

We will not under any circumstances be liable to you for any other damages, including but not limited to indirect, incidental, special, general, punitive or consequential damages, loss of profits, loss of revenue, loss of business opportunities, inconvenience, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Account Agreement or the services provided to you, even if we were advised of the possibility of damages or were negligent. These limitations apply to any act or omission of us, our affiliates, agents, or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in tort, statute or any other doctrine of law. Gross negligence in this section 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 our position, or (ii) so wanton and

reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences.

You agree that Neo is entitled to the same protections from liability, and limitations of liability, as we have in this section.

25. Indemnity

You, your heirs, and your estate representatives indemnify and save harmless us and each of our directors, officers, custodians, agents, and employees from and against all liabilities of any nature whatsoever (including all expenses reasonably incurred in the defense thereof) that may at any time be incurred by any of us, or be brought against us by any person, regulatory authority, or government authority, and that may in any way arise out of or be connected in any way with this Account Agreement. If we are entitled to and make any claim under this indemnity, we may pay the claim from your Account. If there are not sufficient funds in your Account, you agree to personally pay the amount of the claim and we may apply monies held for you in any other account with us or any affiliate, other than a registered retirement savings plan or registered retirement income fund, to eliminate or reduce such claim.

You agree that Neo is entitled to the same rights of indemnity from you as we have in this section.

26. Liability for forgeries

In addition to the above, you acknowledge that we will not, under any circumstance, be liable to you for any loss, even if we are notified

within the time periods required by this Account Agreement (under 'Online Account transaction records'), arising from:

1. a forged or unauthorized endorsement, impersonation or any material alteration of an Instrument; or
2. Instructions we act on; unless you have established to our satisfaction that you are not responsible for the disputed item and that you took all reasonable steps to prevent the forgery or impersonation and the resulting loss, and that despite that fact, the loss was unavoidable.

You agree to cooperate fully with us in any investigation that may be required, including any police investigation. Any liability that we may agree to will be limited by a maximum liability equal to the amount of the disputed item and rules established by Payments Canada in effect at the time applicable to the forgery or material alteration including a 90 -day limitation on disputes arising from material alterations.

27. We may recover our costs and legal fees

Does not apply if you reside in Quebec. You will pay us and Neo for any costs incurred to recover amounts owed to us or Neo. These costs include legal fees on a solicitor and own client basis as well as reasonable counsel fees charged by our legal department.

28. How to serve documents on us

Service on us of notices, demands or legal documents must be made at:

Peoples Bank of Canada

Suite 1400 - 888 Dunsmuir Street

Vancouver, BC, V6C 3K4

29. Our records are binding on you

In the absence of evidence to the contrary, our records are conclusive and binding on you for all purposes, and will be admissible in any legal, administrative, or other proceeding as if such records were original written documents. Our records will be conclusive proof of the information contained in such records, including information relating to transactions on your Accounts, any instructions or notices given by you or by us, your use of any services, and the contents of any envelope mailed by you to us.

30. Assignment of this Account Agreement

This Account Agreement is binding on us and our successors and assigns. We may assign your Account, services, and this Account Agreement to any person without your consent. This Account Agreement is also binding on you, your successors, permitted assigns and attorneys, and on your heirs and personal representatives - including your executors and administrators.

31. Pay into court

If there is a dispute or any uncertainty about who is entitled to the money in an Account, who is able to provide instructions on an Account (including due to your alleged or actual incapacity or any

marriage/common-law partnership breakdown), or who is legally entitled to apply for and accept payment on your death, we are entitled to either apply to court for directions or to pay the money in the Account into court and be fully discharged. In either case, unless you reside in Quebec, you will pay us any legal and other costs we incur.

32. Jurisdiction

Does not apply if you reside in Quebec. This Account Agreement, the Services, and the operation of the Account will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada. You hereby submit to and are bound by those laws and the courts of British Columbia.

If you reside in Quebec, this Account Agreement, the Services, and the operation of the Account will be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada. You hereby submit to and are bound by those laws and the courts of Quebec.

33. Payments Canada rules

By linking an External Linked Account in accordance with this Account Agreement, you authorize us to process EFT requests against your Account according to the Payments Canada rules.

You agree to inform us of any change to your External Linked Account information before any EFT requests are made. This pertains specifically to your External Account(s) which you hold with your other financial institution(s) where you previously provided your

authorization to us, to draw funds from those accounts by providing us with the linking information.

You acknowledge that your use of your Electronic Identification (Username and password) establishes authorization for us to process debits to your Account(s) as requested.

34. Consent for delivery of electronic documents

The following terms and conditions apply to the electronic delivery of Documents to you relating to your Account.

Giving your consent

You consent to the electronic delivery of Documents and other information through the Neo Platform, email, or SMS/text message. When we deliver a Document electronically, we will do so by making it available to you through the Neo Platform after your identity has been verified electronically through our Neo Platform. You are responsible for informing us of any changes made to your email address or phone number. Documents include:

- The Account Disclosure Statement included with the Application;
- Notifications containing legal disclosures or documents, including the disclosure requirements prescribed by the Bank Act, all provincial and federal Securities, Privacy and Tax statutes and regulations and all Voluntary Codes of Conduct and Public Commitments applicable to the financial industry;
- Changes to any interest rate(s), fee(s), and any other items mentioned in the Documents we send you for new Accounts or other products or services;

- Changes/Amendments to the Account Agreement, products or services;
- Communications about the terms and conditions of this consent, including changes and confirmations; and
- Any other confirmation, notice or information that we are required by law to provide you in writing relating to your Account.

When your consent takes effect

This consent applies to your Account and shall take effect as soon as you open your Account.

Retention period

Your transaction history is available for download through the Neo Platform. Your transaction history is available for seven years after the end of the period to which they relate by contacting Neo's member support at www.neofinancial.com or by calling 1-855-636-2265. We will keep a copy of all other Documents provided to you for the entire time you maintain your Account with us and for a minimum period of five years after you cease to maintain your Account with us.

Your obligations

You agree to review the Documents we and Neo send you electronically within 30 days of receipt. You confirm that you have the necessary technical ability and resources to do this. You also acknowledge that technical and security requirements for access to the Neo Platform or your email (or for viewing the Documents themselves) may change from time to time. You also confirm that you will notify us immediately of any changes to your contact information (including email address).

Revoking consent

You may revoke your consent for electronic delivery of Documents for your Account only by closing your Account, which you may do at any time. We reserve the right to provide you with Documents by paper delivery if we are unable to provide electronic delivery, have reason to believe you may not have received the Document, or if we, in our sole discretion, otherwise consider it appropriate. Any paper delivery will be provided to you at the most current mailing address that we have on file for your Account.

Changing these electronic consent terms

We may change the terms and conditions of this consent from time to time by providing you with notice of change through the Neo Platform or by posting a notice on the Neo Website. You agree that your subsequent use of the Services means you agree to and accept the revised terms and conditions.

35. Alert Messages

We will send you Alert Messages, notifications or other communications by email, SMS/text message or push notification, including:

- Alerts and requests for information in relation to identity theft and other fraud or security-related activities;
- Requests for information that may be required in connection with our obligations under anti-money laundering rules, know your client rules or other legal obligations;
- Communications that deliver information on collections;

- Communications arising from all manner of legal actions, causes of action, complaints, claims, applications to administrative tribunals, legal demands or otherwise;
- Notifications of corporate actions that require your attention;
- Alerts providing you with reminders, low balance notifications, or Account-related instructions; and
- Other Account-related alerts requested by you from alerts we offer you.

You agree that receipt of these notifications, alerts and other communications by email, SMS/text message, or push notification as determined by us is a mandatory and integral part of your Account. Please refer to the Neo Platform Terms and Conditions for more information on Alert Messages and Electronic Communications. Please note that standard wireless carrier messages and data rates may apply.

36. Language

This Account Agreement is available in French and the French version can be accessed by clicking on this [\[link\]](#). By applying for an Account using the English version of the application process, you confirm that:

1. the French version of this Account Agreement has been provided to you, as you can access the French version of this Account Agreement through the link provided in this section;
2. it is your express wish to be bound by the English version of this Account Agreement; and
3. all related documents and communications made to you under this Account Agreement be provided to you in English only.

Le présent Accord du Compte est disponible en français et la version en français est disponible en cliquant sur ce [lien]. En demandant un compte d'épargne à intérêt élevé de Neo à l'aide de la version anglaise du processus de demande, vous confirmez que:

1. la version française du présent Accord du Compte vous a été remise, puisque vous pouvez y accéder par le biais du lien prévu aux présentes;
2. c'est votre volonté expresse d'être lié par la version anglaise du présent Accord du Compte; et
3. tout document se rattachant au présent Accord du Compte et toute communication avec vous en vertu du présent Accord du Compte vous soient fournis uniquement en anglais.

37. Account complaints or concerns

If you have a concern or complaint about your Account, as a first course of action, you can contact Neo's member support by email at support@neofinancial.com or by calling 1-855-636-2265. We will always acknowledge your complaint made by phone or in writing. Learn how we resolve complaints in Neo's Complaint Policy which can be found at <https://www.neofinancial.com/legal/complaints-policy> or obtain more information on our complaint process by contacting Neo's member support by email at support@neofinancial.com or by calling 1-855-636-2265.

If your complaint is not resolved within 14 days, your complaint will be escalated to Neo's Complaints Officer. Or if you are not dissatisfied

with the resolution by Neo's member support, you can escalate your complaint to us by contacting us at:

Peoples Bank of Canada

Customer Service Department

Suite 1400 – 888 Dunsmuir Street

Vancouver, BC V6C 3K4

Toll-Free: 1-833-318-7878

Vancouver: 1-778-309-4860

Email: complaints-officer@peoplesgroup.com

You can find our complaint handling procedure on our website:

www.peoplesbank.ca/en/aboutus/resolving-your-concerns

Peoples Bank of Canada is a member of the Ombudsman for Banking Services and Investments (OBSI). OBSI is an impartial dispute resolution service that is free for consumers. If your concern cannot be resolved through our internal complaints procedure, your complaint can be investigated by OBSI. OBSI can be contacted at:

OBSI

20 Queen Street West

Suite 2400

P.O. Box 8,

Toronto, ON M5H 3R3

Toll-Free: 1-888-451-4519

Email: ombudsman@obsi.ca

40307827.1

Website: <https://consumerportal.obsi.ca/public/inquiries/inquiry>

The Financial Consumer Agency of Canada (“FCAC”) supervises federally regulated financial institutions to ensure that they comply with federal consumer protection laws. The FCAC also helps educate consumers, and it monitors industry codes of conduct and public commitments designed to protect the interests of consumers. The FCAC does not handle complaints involving service quality, loan and credit granting policies, contractual matters, or other general service issues. If you have a concern regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, you may communicate your concern – at any time – to the FCAC:

Financial Consumer Agency of Canada

6th Floor, Enterprise Building

427 Laurier Avenue West

Ottawa, ON K1R 1B9

Toll-Free (English): 1-866-461-3222

Toll-Free (French): 1-866-461-2232

Website: www.fcac-acfc.gc.ca

38. Our commitment to voluntary codes

Learn about the voluntary commitments and codes of conduct that we make to protect our customers and serve you better on Peoples Bank of Canada's [website](#).

39. Severance

If any part of this Account Agreement is held to be unenforceable for any reason, the unenforceable portion of the Account Agreement will not affect the enforceability of the remainder of the Account Agreement, which will continue in full force and effect as if this Account Agreement had been executed without the unenforceable portion.

40. Other trademarks

Content such as words and symbols are trade-marks and the property of the parties listed below:

- Neo Financial is a trademark of Neo Financial Technologies Inc.
- Peoples Bank is a trademark of Peoples Bank of Canada.
- †*Interac* e-Transfer is a registered trademark of Interac Corp. Used under license.

41. Definitions in this Account Agreement

“Account” or “Neo High-Interest Savings Account” means a digital personal bank account;

“Account Agreement” means this Neo High-Interest Savings account agreement;

“Alert Message” means the automated security alert message and low balance alert message, and other opt-in alert messages, that we may send to you securely by regular email to your primary email address, by text (SMS) message to your mobile phone number, or by push notification;

“Application” means the online application you complete when you apply for your Account;

“Business Day” means a day other than a Saturday, Sunday, federal holiday or publicly observed holiday in British Columbia;

“Peoples Bank of Canada”, “Peoples Bank”, “Bank”, “our”, “we” or “us” means Peoples Bank of Canada;

“Disclosure Statement” means the Account Disclosure Statement required by law for deposit products provided to you when you open your Account, found [\[link\]](#), and on the Neo Platform. The Disclosure

Statement shows the fees and transaction limits that apply to your Account.

“Documents” means the interest, fees, privacy and/or disclosure documents you received electronically from us when you opened your Account, including those outlined below in the first section under “Consent for Delivery of Electronic Documents” in this Account Agreement and any other documents or notices we may send you from time to time;

“EFT” means electronic funds transfers, including transfers between your Account(s) and External Linked Accounts, or pre-authorized transactions including pre-authorized debits;

“Electronic Communication” means any communication by, email, text (SMS), push notification, or via the Neo Platform;

“Electronic Device” means any electronic device that we allow you to use to access the Services (for example, certain personal computers, cellular phones, telephones, smart phones, tablets or other similar devices);

“Electronic Identification” or “Username” is your email address (registered to your profile at time of application) and is used in combination with your password to sign on to the Services;

“Electronic Transaction(s)” means transactions to and from an Account, including deposits and withdrawals, transaction cancellation instructions, transfers (which include EFTs and direct deposit), and other transactions with respect to an Account that we may permit through the Services;

“External Account” means a personal deposit account that you hold with another Canadian financial institution;

“External Linked Account(s)” means an External Account that is linked to your Account;

“includes”, “included” or “including” means includes, included or including, as applicable, but not limited to;

“Instruction” means an instruction by you that is electronically communicated to us after you complete our electronic identification and/or authentication through the Neo Platform or Neo’s member support at www.neofinancial.com or by calling 1-855-636-2265;

“Instrument” means electronic debit or credit, or other payment tool that is negotiable in Canadian or other foreign currency funds.

“Neo” means Neo Financial Technologies Inc., being our service provider as of the date of this Account Agreement, or any other service provider selected by us in our sole discretion;

“Neo App” means the mobile application, specifically developed by Neo, through which you may sign on to the Services;

“Neo Platform” means the digital banking platform developed by Neo, including the Neo App and Website.

“Neo Website” means the public website developed and hosted by Neo through which you may sign on to the Services, currently neofinancial.com;

“Service(s)” means the services provided through the Neo Platform, which can be accessed by an Electronic Device;

“Third Party Service Provider” means a party retained by us, either directly or indirectly, to act on our behalf to provide or to assist us in providing the Services; and

“you”, “your”, or “Account holder” means the person who completes the Application and is listed as the account holder, per our records.