

## THESE ARE SAMPLE TERMS AND CONDITIONS

Official Series Specific Terms and Conditions, in which the blank fields below will be populated, will be received upon completion of a Term Deposit Account Application.

In the event of conflict between these Sample Terms and Conditions and the Official Series Specific Terms and Conditions, the Official Series Specific Terms and Conditions shall prevail.

### FIRST WEST CREDIT UNION winwin® Financial Services (Registered)

1. This Agreement is subject to the provisions of the Application Form and the Terms and Conditions of the First West Credit Union Retirement Savings Plan, Retirement Income Fund, or Tax-Free Savings Account as the case may be.
2. This Term Deposit is held within a First West Credit Union Retirement Savings Plan, Retirement Income Fund, or Tax-Free Savings Account ("Registered Plan"), and you are the annuitant or holder of the plan as may be applicable.
3. **Initial Deposit Amount**  
The Depositor agrees to make, on the date of completion of this direction, a deposit of CAD \$ \_\_\_\_\_ (the "Initial Deposit").
4. **Financial Institution Discretion**  
Before the Strike Date, the Financial Institution has the right not to proceed, in whole or in part, with the Initial Deposit. Any refused amount of the Initial Deposit (the "Refused Deposit") will be returned to the Depositor without the deduction of any fees, with interest calculated as follows: for the period between the Issue Date and the date the Refused Deposit is returned to the Depositor, the interest on the Refused Deposit shall be calculated at the Minimum Guaranteed Annual Rate as set out above in the Term Deposit Details.
5. **Deposit Date**  
Subject to section 4, the Financial Institution will invest the Initial Deposit in the form of a term deposit, having a principal amount equal to the Initial Deposit (the "Principal Amount"), in accordance with the terms and conditions of this Agreement beginning on \_\_\_\_\_ (the "Issue Date") and maturing on \_\_\_\_\_ (the "Maturity Date").
6. **Cancellation by Depositor**  
The Depositor may cancel this Agreement within three calendar days after this Agreement is entered into (the "Cancellation Deadline") by providing written notice to the Financial Institution ("Depositor Cancellation Notice"). If the Financial Institution receives the Depositor Cancellation Notice before the Depositor Cancellation Deadline, the Financial Institution shall return the Principal Amount and any fees paid by the Depositor. No interest shall be payable on the Principal Amount.
7. **Redemption**  
This Term Deposit is not redeemable at the option of the Depositor before the Maturity Date. The Principal Amount and any accrued interest exceeding the Annual Interest Amount (as described in s.17 below) are not payable in whole or part before the Maturity Date.
8. **Fees**  
This Term Deposit is not subject to any fees.
9. **Transfer**  
This Term Deposit may not be negotiated or transferred.
10. **Security**  
This Term Deposit may not be hypothecated or given as security.
11. **Currency**  
This Term Deposit is in Canadian dollars. The redemption of the Principal and the payment of interest, if any, will be made in Canadian dollars.

## Terms and Conditions Governing this Agreement (Continued)

### 12. CUDIC

The Credit Union Deposit Insurance Corporation of British Columbia (CUDIC) fully guarantees all eligible deposits. Please visit the CUDIC website for more details: <https://www.cudicbc.ca/>.

13. The Financial Institution is authorized to comply with the provisions of any law, regulation, or order now or hereafter in force that imposes on the Financial Institution a duty to take or refrain from taking any action in respect to this Term Deposit or interest thereon.

14. The Financial Institution will register this Term Deposit in its records in the name of the Depositor.

## Interest Amounts

15. On the Maturity Date, the Financial Institution will pay to the Depositor accrued interest on the Principal (the "Interest Amount") determined as set out below.

16. The Total Interest Amount, if any, payable in respect of the Term Deposit for the period between the Issue Date and the Maturity Date (the "Term") will be equal to the Principal multiplied by the Cumulative Return (subject to the provisions of s.19 and s.20).

17. The Annual Interest Amount if any, payable in respect of the Term Deposit annually on the anniversary of the Issue Date and ending on the Maturity Date will be equal to the Principal multiplied by the Minimum Guaranteed Cumulative Return. The Annual Interest Amount does not compound and will be paid out annually in accordance with your instructions as set out in this Agreement.

18. The Cumulative Return is the average in the variation between the closing price and opening price of eight securities set out in s.23 below ("Securities") expressed as a percentage. The opening price of each of the Securities is determined on \_\_\_\_\_ and the closing price of each of the Securities is determined on \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.

19. The Minimum Guaranteed Cumulative Return is \_\_\_\_ %, equivalent to an annual interest rate of \_\_\_\_% (the "Minimum Guaranteed Annual Rate") which shall be used to calculate the Interest Amount if the Cumulative Return is less than it.

20. The Maximum Potential Cumulative Return is \_\_\_\_ %.

21. Accordingly, the Interest Amount, if any, payable in respect of the Term Deposit at the Maturity Date will be calculated as follows:

$$\text{Interest} = \text{Principal} \times \text{Cumulative Return}$$
$$\text{Cumulative return} = \left\{ \left[ \left( \frac{\text{CP}^2 \text{ for } S_1}{\text{CP}^1} + \frac{\text{CP}^2 \text{ for } S_2}{\text{CP}^1} + \dots + \frac{\text{CP}^2 \text{ for } S_8}{\text{CP}^1} \right) \times 1/8 \right] - 1 \right\} \times 100.000\%$$

Minimum guaranteed cumulative return = \_\_\_\_% equivalent to a minimum guaranteed simple annual interest rate of return = \_\_\_\_%

Maximum cumulative return = \_\_\_\_% equivalent to a maximum simple annual interest rate of return = \_\_\_\_%

Principal = the initial amount of deposit.

CP<sup>2</sup> = the average closing price of securities on \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (or the preceding working day).

CP<sup>1</sup> = the price of securities at the closing of \_\_\_\_\_

S<sub>1</sub> TO S<sub>8</sub> = Each one of the eight (8) securities listed below.

100.000% = the rate of participation in the growth of the basket of securities.

## Terms and Conditions Governing this Agreement (Continued)

### 22. Example of Interest Amount Calculation

See Schedule A.

### 23. Securities

The Securities used to calculate the Cumulative Return are listed in the table below together with their respective stock markets and currencies. Each Security has the same weighting in the portfolio. The Financial Institution does not issue any opinion on the future evolution of the price of any of the Securities.

Security and Corresponding Identifier	Stock Market	Currency
S <sub>1</sub> : Bank of Montreal	Toronto	Canadian dollar
S <sub>2</sub> : CIBC	Toronto	Canadian dollar
S <sub>3</sub> : Intact Financial Corporation	Toronto	Canadian dollar
S <sub>4</sub> : Manulife Financial Corp	Toronto	Canadian dollar
S <sub>5</sub> : National Bank of Canada	Toronto	Canadian dollar
S <sub>6</sub> : Royal Bank of Canada	Toronto	Canadian dollar
S <sub>7</sub> : Sun Life Financial Inc	Toronto	Canadian dollar
S <sub>8</sub> : The Bank of Nova Scotia	Toronto	Canadian dollar

### 24. Maturity Payment

At the Maturity Date, unless the Financial Institution is notified to the contrary not later than the seventh (7th) day following such date, the Principal Amount and the Total Interest Amount, if any, then accrued (less the total of any Annual Interest Amounts paid to the Depositor in accordance with section 17 of this Agreement) shall be deposited to a registered deposit account in accordance with section 25 of this Agreement. If the Maturity Date is not a business day, the Principal Amount and the Interest Amount, if any, then accrued that would otherwise have been payable on the Maturity Date will be payable, without interest, on the next business day.

### 25. Settlement Instructions

All amounts that become due and payable by us to you under this Agreement will be paid by us to the account you have disclosed as being the Settlement Account on page one of this Agreement. In order for us to facilitate your purchase of a Term Deposit, you understand that, for operational purposes only, you are required to hold a registered deposit account with us. There will be no fees attached to this registered deposit account unless it is used for other purposes. This registered deposit account is subject to separate terms and conditions, which can be found on our website or by contacting us in accordance with section 34 of this Agreement.

### 26. Day Count Basis

The Minimum Guaranteed Annual Rate of Return payable hereunder shall be calculated on the basis of a 365 day year and the actual number of days elapsed. If any rate of interest payable under the Term Deposit is expressed to be calculated on the basis of a period less than a full calendar year, the yearly rate of interest to which such rate is equivalent is the product obtained by multiplying such rate by a fraction, the numerator of which is the actual number of days in the calendar year and the denominator of which is the number of days comprising such other basis.

### 27. Business Day Convention

Any day other than Saturday, Sunday, or any other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, Langley, British Columbia.

### 28. Signing Authority

Each of the parties represents and warrants that the Parties signing this Agreement and any related documents on its behalf have the authority to enter into this Agreement and any related documents.

## Terms and Conditions Governing this Agreement (Continued)

### 29. **Governing Law**

This Term Deposit Contract is made under the laws of the Province where the Depositor is located (the "Governing Jurisdiction"). This means that if we ever disagree about anything in this Term Deposit Contract or the Term Deposit and we have to go to court, it will be a court in the Governing Jurisdiction and the court will follow the law of the Governing Jurisdiction and not any rules of private international law or the conflict of laws which would lead to the application of any other laws.

### 30. **Successors and Assigns**

The terms and conditions of this Term Deposit Contract will be for our benefit and will also bind our successors and assigns and will benefit you and will also bind your heirs, executors, administrators, successors, and permitted assigns.

### 31. **Severability**

Any provision of this Agreement that is found to be illegal, invalid or unenforceable will be severed from the balance of this Agreement without affecting the remaining provision.

### 32. **Amendment**

The Financial Institution may unilaterally amend the terms set out herein at any time by providing 24 hours notice to the Depositor.

### 33. **Secondary Market**

This Term Deposit is not transferable. There shall not be any secondary market for this Term Deposit.

### 34. **Further Information**

Depositors may request information about the Term Deposit, including to obtain information respecting the net asset value of the Term Deposit and the formula for determining the Cumulative Return under the Term Deposit, at no charge by calling our Member Advice Centre during regular business hours at:

Envision Financial: 1-888-597-6083

Valley First: 1-888-597-8083

Island Savings: 1-888-597-1083

Enderby & District Financial: 1-888-597-8083

### 35. **Resolving Your Complaints**

At First West Credit Union, we are committed to investigating all complaints we hear about our products or services. If you are dissatisfied, we want to hear from you. Please follow the procedures below to submit your complaint.

If your complaint is regarding:

- **First West Credit Union products and services**, proceed to Step 1 to voice your complaint.
- **Wealth Management products and services**, contact your advisor directly.
- **Your Savings Maximizer account**, voice your complaint by contacting our Complaints Resolution Team as outlined in Step 2 below.

#### **STEP 1: Contact Us to Discuss Your Complaint**

Please choose a contact method most convenient for you and provide any supporting documents and information you have relating to your complaint.

##### **By phone or email:**

- Envision Financial: 1-888-597-6083 | [contact@envisionfinancial.ca](mailto:contact@envisionfinancial.ca)
- Island Savings: 1-888-597-1083 | [contact@islandsavings.ca](mailto:contact@islandsavings.ca)
- Valley First /Enderby & District Financial: 1-888-597-8083 | [contact@valleyfirst.com](mailto:contact@valleyfirst.com)

## Terms and Conditions Governing this Agreement (Continued)

**In person or by mail:** Find a branch near you by visiting

- Envision Financial: [www.envisionfinancial.ca/contact-us/find-a-branch-atm](http://www.envisionfinancial.ca/contact-us/find-a-branch-atm)
- Island Savings: [www.islandsavings.ca/contact-us/find-a-branch-atm](http://www.islandsavings.ca/contact-us/find-a-branch-atm)
- Valley First /Enderby & District Financial: [www.valleyfirst.com/contact-us/find-a-branch-atm](http://www.valleyfirst.com/contact-us/find-a-branch-atm)

If we are unable to resolve your complaint to your satisfaction in Step 1, you may escalate your complaint by proceeding to Step 2 below.

### STEP 2: Escalate Your Complaint to Our Complaints Resolution Team

If we are unable to resolve your complaint within 14 calendar days in Step 1, your case will automatically be escalated to this second step of the complaint handling procedure. Alternatively, if you are dissatisfied with the outcome you receive in Step 1, you may escalate your complaint directly to the Complaints Resolution Team using one of the following methods:

**By email:** [complaints@firstwestcu.ca](mailto:complaints@firstwestcu.ca)

**By phone:** 1-833-744-1418

**By mail:** First West Credit Union  
Complaints Resolution Team  
#200 - 19933 88 Avenue, Langley, BC V2Y 4K5

The Complaints Resolution Team will investigate your complaint and contact you with a response within 56 calendar days from the date your complaint was first received. If you are not satisfied with the outcome, or if you do not receive a response within the 56-calendar day period, you may submit your complaint to an external agency, as described below.

### Submit Your Complaint to An External Agency

#### Ombudsman for Banking Services and Investments

The Ombudsman for Banking Services and Investments (OBSI) is a Canadian organization that acts as a fair and impartial investigator of banking-related complaints. If you choose to contact OBSI, please do so within 180 calendar days from the date you receive your final complaint decision from us.

**By email:** [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)

**By phone:** 1-888-451-4519 or TTY: 1-844-358-3442

**Online:** [obsi.ca](http://obsi.ca)

**By mail:** Ombudsman for Banking Services and Investments  
20 Queen Street West, Suite 2400  
P.O. Box 8, Toronto, ON M5H 3R3

#### Office of Information and Privacy Commissioner for British Columbia

If you are not satisfied with the final decision made by our Complaints Resolution Team regarding your privacy-related complaint, you may refer your complaint to the Office of Information and Privacy Commissioner for British Columbia.

**By email:** [info@oipc.bc.ca](mailto:info@oipc.bc.ca)

**By phone:** 250-387-5629\*

\*Callers outside Victoria can contact the office toll-free by calling Enquiry BC requesting a transfer to 250-387-5629

**Online:** [oipc.bc.ca](http://oipc.bc.ca)

**By mail:** PO Box 9038 Stn. Prov. Govt.  
4th Floor, 947 Fort Street,  
Victoria, BC V8V 3K3

## Terms and Conditions Governing this Agreement (Continued)

### Risk and Suitability

36. The return on this Term Deposit is uncertain, unlike the return on many deposit liabilities of Canadian credit unions, since the Interest Amount, if any, payable on the Maturity Date depends on the performance of the Securities. As a result, this Term Deposit carries a higher level of risk than a traditional fixed-rate investment and the Cumulative Return (the yield of based on the performance of the Securities) may be zero at the Maturity Date.
37. This Term Deposit is also different from traditional fixed-rate investments because it does not guarantee a return determined in advance. Also, the yield of the portion based on the performance of the Securities will only be known for certain at maturity above the Minimum Guaranteed Cumulative Return and will be a function of the appreciation of the Securities. It is not possible to know with certainty what the evolution in the price of the Securities will be. The price of the Securities could be subject to major fluctuations. Consequently, the Financial Institution cannot guarantee the Cumulative Return at the Maturity Date above the Minimum Guaranteed Cumulative Return. The calculation of the Cumulative Return does not take into account the payment of dividends or distributions on shares or other securities included in the Securities.
38. The Term Deposit is not a direct investment in the Securities. Therefore, the Depositor will not be entitled to the rights or benefits of a shareholder, such as the right to receive distributions or dividends or the right to vote or attend shareholders' meetings.
39. Since the calculation method of the Cumulative Return determines the closing level of the price of each Security using an average, the yield paid out at maturity may not reflect the performance of each security between the Issue Date and the Maturity Date.
40. Given the features of this Term Deposit that give it a higher level of risk than many deposit liabilities of Canadian credit unions, the potential purchaser should check with his/her advisor to make sure that such an investment meets the potential depositor's investment objectives.
41. This Term Deposit is a sound investment for those whose investment horizon is a least as long as the Term (the period beginning with the Issue Date and ending on the Maturity Date) and who also intend and are able to keep it until the Maturity Date. This Term Deposit is also a sound choice for those who wish to diversify their investments and who wish to gain exposure to the stock market. However, it is not suitable for those who require a fixed income.

### Extraordinary Events

42. The Depositor acknowledges that a disruption of capital markets (for instance transactions halted due to a sharp drop in or a problem with the publication of security prices), a change in the publication of stock market security prices, or any other event or circumstance (for instance, a merger, a bankruptcy or a stock split) or any other extraordinary circumstance or event out of the control of the Financial Institution and having a significant impact on product management may occur and affect the Financial Institution's capacity to calculate or pay the Interest Amount or to fulfill any other obligation on the date provided for. In such case, the depositor agrees that the Financial Institution may depart from the provisions of this Agreement and take any action as deemed appropriate including, without limitation, adjusting, anticipating or deferring the calculation or the payment of the Interest Amount, or determining the Interest Amount in a different manner. The Financial Institution will determine which measures to take in the above-mentioned circumstances, at its sole discretion, and will take reasonable action and will consider the interests of all stakeholders, in particular, without limiting the scope of the foregoing, those of members with products, those of other members of the Financial Institution, and the interests of the Financial Institution.

## SCHEDULE A: EXAMPLE OF RETURN CALCULATION AT MATURITY (5-year term)

Security and Corresponding Bloomberg Rating	CP <sup>1</sup>	CP <sup>2</sup>		CP <sup>2</sup> / CP <sup>1</sup>	
		Bull Market	Bear Market	Bull Market	Bear Market
S <sub>1</sub> : Canadian Imperial Bank of Commerce (CM CT Equity)	48.91	68.47	45.00	1.40	0.92
S <sub>2</sub> : Bank of Montreal (BMO CT Equity)	104.79	142.51	99.55	1.36	0.95
S <sub>3</sub> : National Bank of Canada (NA CT Equity)	86.22	116.40	77.60	1.35	0.90
S <sub>4</sub> : Royal Bank of Canada (RY CT Equity)	110.76	151.74	88.61	1.37	0.80
S <sub>5</sub> : Intact Financial Corporation (IFC CT Equity)	194.84	259.14	188.99	1.33	0.97
S <sub>6</sub> : The Toronto-Dominion Bank (TD CT Equity)	77.46	109.22	69.71	1.41	0.90
S <sub>7</sub> : Manulife Financial Corporation (MFC CT Equity)	24.14	31.86	22.69	1.32	0.94
S <sub>8</sub> : Sun Life Financial Inc. (SLF CT Equity)	63.34	84.88	58.27	1.34	0.92
		<b>Average CP<sup>2</sup> / CP<sup>1</sup></b>		<b>1.3600</b>	<b>0.9125</b>
		<b>Cumulative return considered*</b>		<b>36.00%</b>	<b>15.00%</b>
		<b>Annual compound rate of return*</b>		<b>6.34%</b>	<b>2.83%</b>

\* The return is presented for information purposes only and is not indicative of future performance. The maximum cumulative return of this investment is 40.000%. If the return at maturity is higher than 40.000%, the interest paid will be 40.000%.