



PEOPLES TRUST COMPANY SECURED CREDIT CARD REFERRAL SERVICE AGREEMENT

THIS REFERRAL SERVICE AGREEMENT, consisting of this agreement and the attached Referral Membership Form (collectively, the "Agreement"), is made and entered into by and between **PEOPLES TRUST FINANCIAL LTD.** ("PTF"), and the Referrer (as defined in the "Referral Membership Form" this Referral Service Agreement is attached to).

WHEREAS:

- A. Peoples Trust Company ("PTC") is a federally regulated trust company and authorized MasterCard credit card issuer.
- B. PTC issues its MasterCard cards through PTF who facilitates the Referral Marketing Program (as defined below).
- C. The Referrer has applied to take part in the Referral Marketing Program by filling in a Referral Membership Form, on the terms and conditions set out herein.

IN CONSIDERATION of the promises and covenants contained herein and other valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Definitions

- 1.1 "**Canada's Anti-Spam Legislation**" or "**CASL**" means *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada)*, and its regulations, as may be amended from time to time.
- 1.2 "**Personal Information**" means information about an identifiable individual or information that could be used (alone or together with other information) to identify an individual; and "**Privacy Laws**" means laws regulating the collection, use, disclosure, storage, retention, and disposal of Personal information and the protection of privacy, including the Canadian *Personal Information Protection and Electronic Documents Act* and substantially similar provincial laws.
- 1.3 "**Referral Marketing Program**" means the PTC program, facilitated by PTF, where the Referrer may earn financial compensation ("Referral Fees") for every complete "Peoples Trust Secured MasterCard Credit Card Application" the Referrer refers to PTF, and which is subsequently approved by PTF.

2. Obligations of Referrer

- 2.1 The Referrer agrees to:
 - (a) conduct its business concerning the Referral Marketing Program with the usual high standards expected by PTF that are considered the norm for the financial services industry, and in compliance with all applicable federal, provincial and local laws;
 - (b) comply with the anti-money laundering procedures, when meeting face-to-face with applicants, as set out in Schedule "A" attached hereto and undertake such anti-money laundering and anti-terrorist financing training as reasonably directed by PTF;
 - (c) restrict its distribution of information and promotion of PTC secured MasterCard credit cards to only the materials provided and approved by PTF, including any subsequent materials that may be provided to the referrer by PTF in writing;
 - (d) submit and receive written approval from PTF, prior to the use of any materials, advertising, promotion or other information that will be published or distributed in print, audio, visual or electronic form, in the public domain that has not been directly provided by PTF for those purposes;
 - (e) refrain from soliciting any additional service fees, handling fees or other financial compensation directly from applicants in exchange for information about, or providing, receiving or forwarding applications for, a Peoples Trust secured MasterCard credit card;
 - (f) provide to each applicant a copy of the "Peoples Trust Secured MasterCard Disclosure Statement", supplied by PTF to the Referrer, and receive from the applicant written acknowledgement of receipt of the same;
 - (g) instruct each applicant to send his or her "Peoples Trust Secured MasterCard Credit Card Application" and required security deposit personal cheque directly to PTF;
 - (h) ensure that each "Peoples Trust Secured MasterCard Credit Card Application" being referred to PTF is signed by the applicant, and accompanied by a personal cheque from the applicant for the security deposit for the required amount. Said personal cheque must be made payable to PEOPLES TRUST FINANCIAL LTD. Where the applicant requests that the Referrer forward his or her application and the security deposit personal cheque onto PTF, the Referrer shall ensure the security deposit personal cheque from the applicant and "Peoples Trust Secured MasterCard Credit Card Application" is delivered directly to PTF within ten (10) business days of the date of the Referrer receiving said application from the applicant; and
 - (i) whether or not the Referrer is forwarding an applicant's "Peoples Trust Secured MasterCard Credit Card Application" and security deposit personal cheque to PTF, the Referrer shall forward all information it is required to collect pursuant to Schedule "A" herein to PTF within five (5) business days of the date of the Referrer receiving said information.
 - 2.2 The Referrer further agrees not to accept cash from any applicant.
- ### 3. Personal Information
- 3.1 The Referrer will at all times comply with all laws (including laws regarding personal information protection and advertising and marketing) that are applicable to the Referrer under this Agreement.

- 3.2 If the Referrer collects or uses Personal Information as part of, or in connection with conducting business under the Referral Marketing Program, then the Referrer will comply with Privacy Laws, including: (a) obtaining individuals' meaningful consent to the Referrer's collection, use, disclosure, storage, retention, and disposal of their Personal Information, and dealing with Personal Information in accordance with individuals' meaningful consent and applicable Privacy Laws; and (b) if the Referrer discloses Personal Information to PTC and/or PTF, then obtaining individuals' meaningful consent to the disclosure and to PTC/PTF's use, disclosure, storage, retention and disposal of the Personal Information for the purposes for which the Personal Information was disclosed to PTC/PTF and in accordance with PTC's published policies.
- 3.3 If and to the extent that PTC provides Personal Information to the Referrer, then the Referrer will: (a) use and disclose the Personal Information for the purposes for which the Personal Information was provided to the Referrer; (b) use commercially reasonable security measures appropriate to perceived risk to protect the Personal Information against unauthorized access, use, disclosure or similar risks; (c) publicly disclose, enforce and comply with a reasonable, legally compliant privacy policy relevant to the Personal Information; (d) upon completion of the purposes for which the Personal Information was provided to the Referrer, and at any other time upon request by PTC, cease using and promptly return the Personal Information to PTC and thereafter permanently delete all records of the Personal Information in the Referrer's possession or control (unless instructed otherwise by PTC or unless retention of those records is required by applicable laws) and (e) otherwise comply with Privacy Laws regarding the Personal Information.
- 3.4 Without limiting the generality of subsection 3.1, if the Referrer engages in electronic advertising, marketing or promotional activities on behalf of or relating to PTF, PTC or any PTF or PTC products or services, then the Referrer will comply with CASL regarding those activities, including ensuring that all commercial electronic messages sent by or on behalf of the Referrer are accurate (not misleading) and comply with CASL's requirements regarding opt-in consent, message form/content and consent withdrawal.
- 3.5 The Referrer will appoint a representative responsible for privacy and CASL as outlined in this section.
- 4. Obligations of PTF**
- 4.1 In the context of this Agreement, PTF agrees to:
- (a) provide the Referrer with a unique identification number ("ID#") for the purposes of tracking applications, approved accounts and monthly assessment of Referral Fees;
 - (b) make "Peoples Trust Secured MasterCard Credit Card Application" forms available from the PTC website <http://www.peopletrust.com/> or if requested, provide printed application brochure by mail; and
 - (c) assess each "Peoples Trust Secured MasterCard Credit Card Application".
- 4.2 The relationship of the Referrer to PTF is solely that of independent contractor, and nothing contained in this Agreement shall be construed as constituting a partnership, joint venture or agency relationship with each other. Neither party shall do anything to suggest to third parties that the relationship of the Referrer to PTF or PTC is anything other than that of an independent contractor.
- 4.3 If the Referrer is a company or entity with multiple agents or persons participating in the Referral Marketing Program each requiring unique ID#, then each individual agent or person must sign a separate Referral Membership Form.
- 5. Referral Fees**
- 5.1 In order for PTF to record the tracking of any "Peoples Trust Secured MasterCard Credit Card Application" referred by the Referrer to PTF, the ID# provided by PTF to the Referrer must be legibly printed or typed on all such applications referred to PTF by the Referrer. Failure to do so will result in the forfeiture of the Referral Fees for that application.
- 5.2 The Referrer will receive the sum of \$35.00 CDN per "Peoples Trust Secured MasterCard Credit Card Application" bearing the Referrer's ID#, and approved by PTF. Payment for referrals is made by cheque only to the name and mailed to the address provided on the "Peoples Trust Secured MasterCard Credit Card Application".
- 5.3 PTF will pay to the Referrer the Referral Fees earned in a month by the Referrer in the subsequent month.
- 6. Right to Audit**
- 6.1 Upon reasonable request by PTC, the Referrer will reasonably cooperate with and assist PTC to respond to regulatory and legal proceedings and to verify the Referrer's compliance with this Agreement, which includes, but is not limited to, requirements under CASL, Privacy and anti-money laundering procedures, including by promptly providing information and records requested by PTC and permitting PTC to inspect the Referrer's records and facilities relevant to the Referrer's compliance with this Agreement (provided that an inspection will be conducted on reasonable notice, in a reasonable manner, and subject to the Referrer's reasonable confidentiality and security requirements).
- 7. Proprietary Rights and Licenses**
- 7.1 The Referrer understands and agrees that nothing in this Referral Service Agreement, nor in the Referral Membership Form allows the Referrer to use, or transfer the right to use any logos, graphics, trademarks, copyrights or likenesses of PEOPLES TRUST FINANCIAL LTD, Peoples Trust Company, Peoples Trust MasterCard or MasterCard Canada/MasterCard International, without express written permission.
- 8. Assignment**
- 8.1 This Agreement shall not be assigned by the Referrer without the prior written consent of PTF.
- 9. Termination of Relationship**
- 9.1 PTF has the right to terminate this Agreement at its sole discretion and without prior written notice. If such termination occurs, PTF will immediately notify the Referrer in writing. The Referrer is then obligated to remove and/or destroy all materials pertaining to PEOPLES TRUST FINANCIAL LTD and Peoples Trust MasterCard in its possession, whether it is in printed, audio, electronic or any other form.

Upon said termination, the Referrer shall no longer be entitled to any Referral Fees, save for any Referral Fees earned prior to the date of termination, but not yet paid by PTF to the Referrer.

10. Non-Disclosure

- 10.1 PTF or the Referrer may provide the other with information that is confidential and proprietary to that party or a third party, as is designated by the disclosing party ("Confidential Information"). The receiving party agrees to make commercially reasonable efforts, but in no case no less effort than it uses to protect its own confidential information, to maintain the confidentiality in order to protect any proprietary interests of the disclosing party. Confidential Information shall not include (even if designated by a party) information that is or becomes part of the public domain through no act or omission of the receiving party, or is lawfully received by the receiving party from a third party without restriction on use or disclosure and without breach of this agreement or any other agreement without knowledge by the receiving party of any breach of fiduciary duty, or that the receiving party had in its possession prior to the date of this agreement.
- 10.2 All information collected on a "Peoples Trust Secured MasterCard Credit Card Application" for use in assessing an applicant's request for a secured MasterCard credit card is private and confidential to the applicant, and the Referrer shall not disclose publicly, other than under compulsion of law, including subpoena, any applicant information that has been collected by it.
- 10.3 Without limiting the generality of any other provision of this Agreement, if the Referrer engages in any electronic advertising, marketing or promotional activities to an applicant, based on information it has obtained, on its own behalf from the applicant, then Referrer shall strictly comply with CASL and all applicable consumer protection laws and truth in advertising laws regarding each of those activities, including ensuring that all commercial electronic messages sent by or on behalf of Referrer are accurate (not misleading) and comply with CASL's requirements regarding opt-in consent, message form and content and consent withdrawal.

11. Term and Notices

- 11.1 This Agreement shall be in effect from the date the Referrer is enrolled in the Referral Marketing Program, as indicated by it receiving the ID# from PTF.
- 11.2 This Agreement shall remain in effect until terminated by either PTF or the Referrer, as permitted herein.

12. Representations and Warranties

- 12.1 The Referrer represents and warrants to PTF that the person signing the Referral Membership Form is authorized to do so on the Referrer's behalf. Both PTF and the Referrer are responsible for compliance with the applicable local laws in the jurisdiction from which they operate and represent and warrant such compliance.

13. Governing Law

- 13.1 The laws of the Province of British Columbia and the federal laws of Canada shall govern this Agreement. Each of the parties irrevocably agree to submit to the jurisdiction of the courts of British Columbia, which shall be the exclusive forums for the purpose of any suit or proceeding arising out of or concerning this Agreement.

14. Limitation of Liabilities

- 14.1 Any liability of PTF under the Referral Membership Form and the Referral Services Agreement shall be limited to the total Referral Fee earned by the Referrer under the Referral Marketing Program over the previous twelve (12) calendar months. PTF shall not be liable to the Referrer, or any third party, for any consequential, exemplary, special, incidental, or punitive damages, including, but not limited to loss of goodwill, lost profits, business interruption, loss of programs or other data, even if advised of the possibility of such damages or claim.

15. Indemnification

- 15.1 The Referrer agrees to indemnify and hold harmless PTF and PTC from any liability, loss, damage or expense, including assessable legal fees, which PTF or PTC may incur as a result of the performance of the Referrer's obligations under the Referral Membership Form, this Referral Services Agreement or any other obligation arising from the Referrer's participation in the Referral Marketing Program.

16. Force Majeure

- 16.1 Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, riots, insurrection, war (or, similar), fires, flood, earthquakes, explosions, and other acts of God.

17. Severability/Waiver

- 17.1 If any provision of the Referral Membership Form or this Referral Services Agreement is held by any court of competent jurisdiction or regulator to be illegal, null or void or against public policy, the remaining provisions of that document shall remain in full force and effect. The parties shall in good faith attempt to modify any invalidated provision to carry out the stated intentions in that document. The waiver of any breach of any provision under the Referral Membership Form or this Referral Services Agreement by any party shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver.

SCHEDULE "A"

Anti-Money Laundering Procedures for Face to Face Meetings

1.1 Ascertaining Identity

1.1.1 General

Referrer will ascertain the identity of an applicant, it is meeting face to face, before accepting a "Peoples Trust Secured MasterCard Credit Card Application".

Referrer will not accept a "Peoples Trust Secured MasterCard Credit Card Application" from persons whose identities cannot be ascertained.

When ascertaining identity, Referrer staff must refer to an original, not a photocopy, of identification documents.

1.1.2 Acceptable Documentation

To ascertain identity, at least two of the following need to be reviewed:

Any piece of identification **issued by a Canadian Government Body** (Federal, Provincial or Municipal) including but not limited to:

- Valid Driver's License
- Current Canadian Passport
- Certificate of Canadian Citizenship
- Certificate of Naturalization
- Permanent Resident Card
- Birth Certificate
- Old Age Security Card Issued by the Government of Canada
- Certificate of Indian Status Issued by the Government of Canada
- Social Insurance Number (can be used as ID provided the actual card is viewed by PTC or its agent/broker)
- ID card issued by Government office

Health Cards issued by:

- BC (Signature Only)
- Alberta (No Picture or Signature)
- Saskatchewan (No Picture or Signature)
- Quebec (Can be used only if customers offers it as ID)
- New Brunswick (Signature Only)
- Nova Scotia (Signature Only)
- Newfoundland & Labrador (No picture or Signature)

Subject to the below, the Referrer must require two pieces of Canadian issued identification. One must be a Photo ID.

If not available, a valid foreign equivalent may be accepted in place of one of the two pieces of Canadian issued identification.

1.2 Third Party Determination

1.2.1 The Referrer must make a reasonable effort determine whether an applicant is acting on behalf of a third party. If the applicant is acting on behalf of a third party, the Referrer is required to keep a record setting out the third party's name, address and nature of their principal business or occupation, and the nature of the relationship between the third-party and the applicant.

1.2.2 If Referrer staff members are not able to determine whether the applicant is acting on behalf of a third party (but there are reasonable grounds to suspect that the person is doing so), a record that indicates the following should be kept:

- Whether, according to the individual, the transaction is being conducted on behalf of a third party; and

- Description of the reasonable grounds that lead to suspicion that the individual is acting on behalf of the third party.

1.3 Politically Exposed Foreign Person (PEFP)

1.3.1 The Referrer must take reasonable measures to determine whether it is dealing with a politically exposed foreign person for new or existing accounts.

1.3.2 A politically exposed foreign person (PEFP) is an individual who holds or has held one of the following offices or positions in or on behalf of a foreign state:

- head of state or head of government;
- member of the executive council of government or member of a legislature;
- deputy minister or equivalent rank;
- ambassador or attaché or counsellor of an ambassador;
- military officer with a rank of general or above;
- president of a state-owned company or a state-owned bank;
- head of a government agency;
- judge;
- leader or president of a political party represented in a legislature.

1.3.3 The definition of a PEFP also includes the following family members of such an individual:

- The PEFP's spouse or common-law partner
- The PEFP's child
- The PEFP's mother or father
- The mother or father of the PEFP's spouse or common-law partner (mother-in-law or father-in-law)
- A child of the PEFP's mother or father (brother, sister, step-brother, step-sister)

1.4 Record Keeping System

1.4.1 The Referrer must ensure that the following records are being kept:

- Records documenting an individual's date of birth, the type of identification document, its reference number and place of issue in respect of each applicant.
- The name, address and principal business or occupation of the applicant.
- Credit card account records.
- Third-party determination.

1.4.2 Records may be kept in a machine-readable form if a paper copy can be readily produced (for example, records can be scanned and an electronic image maintained) or in electronic form if a paper copy can be readily produced and an electronic signature of the person who must sign the record is retained.

1.4.3 Records must be retained in such a way that they can be provided within 30 days upon request from an authorized person (e.g. FINTRAC).

1.4.4 Once an applicant has been identified as a Politically Exposed Foreign Person (PEFP), certain record-keeping requirements must be met. These include keeping a record of the following elements:

- Office or position.
- Source of funds.
- Date of determination.