

Terms and Conditions for High Interest Savings Account



You have made an investment in the Home Trust High Interest Savings Account (the "HISA"). Home Trust has or will open the HISA and provide services in connection with the HISA and, in exchange, you acknowledge and agree as follows:

DEFINITIONS

In these Terms and Conditions, unless otherwise defined or required by the context, the following terms have the following meanings: You and, Your means you, the person who has entered into an agreement with Home Trust, to deposit funds in the HISA; Us, Ours, We Home Trust and issuer means the issuer (either Home Trust Company or Home Bank) as set out on the application form; Dealer means a registered investment dealer or mutual fund dealer in Canada; Business Day means any day that Home Trust Company's head office is open for business. Home Bank and Home Trust Company are each formed under the laws of Canada and are in the business of offering to the public their services as, among other things, issuer of certain deposit products. Home Bank is a wholly owned subsidiary of Home Trust Company. Home Trust is a registered trademark of Home Trust Company which is licensed to and used by Home Bank (collectively, "Home Trust").

AVAILABILITY

The HISA is only available through a Dealer. We will open the HISA in the name of your dealer as your nominee. Your Dealer will hold funds in the HISA in nominee name. As your nominee, you acknowledge and agree that the HISA is held in trust for you by your Dealer where these Terms and Conditions together with any other agreement between you and your Dealer constitute a valid trust under applicable law (and if not a valid trust, that the HISA will be held by your Dealer as agent for you). The HISA is denominated in Canadian dollars and is available only to residents of Canada.

TRANSACTIONS

Your Dealer may make deposits to, and withdrawals from, the HISA (the "Transactions") submitting orders for Transactions to us. Deposits to the HISA may be consolidated or commingled for net settlement purposes. We may establish rules, policies or procedures to allow each Dealer access to the HISA through FundSERV Inc. or any other settlement arrangement offered from time to time by us. Withdrawals will be credited to your account with your Dealer.

SERVICE CHARGES AND INTEREST RATES

There are currently no service charges or transaction fees payable to us for the operation of the HISA. Your Dealer may impose charges and/or minimum investment amounts to the HISA. We may introduce or increase fees in respect of the HISA provided we have given written notice of such new or increased fees to your Dealer, on your behalf, at least 30 days before the effective date. We may also deduct from the HISA any taxes, interest or penalties payable in respect of the HISA. The current interest rate applicable to the HISA is available at www.hometrusted-hisa.com or by contacting your Dealer. The interest rate applicable to the HISA is subject to change at any time without prior notice to you, at our sole discretion. The interest payable by us on the HISA shall be calculated daily on the closing balance and paid monthly by way of reinvested distributions credited to the HISA on the last Business Day of each month. Daily interest will be accrued beginning one Business Day following the date of purchase of the HISA and ending on the Business Day upon which we receive an order to redeem the HISA from your Dealer.

DEALER COMPENSATION

We may pay compensation to your Dealer at the annual rate of 0.25% of the daily closing balance in the HISA. This rate may change from time to time without prior notice.

VERIFICATION OF ACCOUNT

We will send information about the HISA and Transactions to your Dealer each month, so that your Dealer may include information about the HISA and Transactions within the regular statements that your Dealer sends to you. You must contact your Dealer regarding any Transactions in the HISA. Your Dealer, acting on your behalf, must advise us of any errors within 90 days following the settlement of any Transaction. If your Dealer does not provide such notification to us within 90 days, then it will be finally and conclusively settled between you and us that such posting and the amount of the Transaction is valid and correct, and you release us from all claims in connection with such Transaction. You will be bound by this section even if your Dealer account statement is delayed or never received by you for any reason.

CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF INFORMATION

Your Dealer shall provide us directly or indirectly with information about you including your name, address, social insurance number and deposit amounts in the HISA (collectively, "Personal Information").

You consent to the collection of the Personal Information by us and your Dealer and to the use, retention and disclosure of the Personal Information as is reasonably required in connection with (i) the establishment and maintenance of the HISA, to meet legal and regulatory requirements and for statistical, audit and security purposes; and (ii) for determining your eligibility for any other products or services to be offered, all in accordance with the Home Trust Company Privacy Code. To receive a copy of the Home Trust Company Privacy Code, visit the Home Trust Company website at www.hometrusted.ca or call us at 1-888-483-0272 (or in Toronto 416-506-8439).

PROBLEM RESOLUTION

Should you have a concern or complaint about the HISA, please contact your Dealer. If your concern or complaint remains unresolved, you may further escalate to:

- **Home Trust Company Ombudsman**
145 King Street West, Suite 2300, Toronto, Ontario, M5H 1J8
Email: ombudsman@hometrusted.ca Telephone: 416-775-5008
Toll free: 1-877-903-2133 ext. 5008 Fax: 416-775-5008
- **Ombudsman for Banking Services and Investments**
401 Bay Street, Suite 1505, P.O. Box 5, Toronto, Ontario, M5H 2Y4
Telephone: 416-287-2877 Toll free: 1-888-451-4519 Fax: 1-888-422-2865
Email: ombudsman@obsi.ca
- **Financial Consumer Agency of Canada Enterprise Building**,
6th Floor 427 Laurier Avenue West, Ottawa, Ontario, K1R 1B9
Telephone: 1-866-461-3222 Website: www.fcac-acfc.gc.ca.
Our Customer Complaint Procedures are set out in full on our website: www.hometrusted.ca.

DEPOSIT INSURANCE

Home Bank and Home Trust Company are each a member of Canada Deposit Insurance Corporation ("CDIC"). The HISA is eligible for CDIC insurance subject to CDIC rules and regulations. Visit www.cdic.ca or call 1-800-461-2342 for details concerning the eligibility of the HISA for CDIC insurance.

RIGHT TO FREEZE OR WITHDRAW THE HISA

We may freeze or withdraw the HISA without notice if required by law or if, at any time, we have reasonable grounds to believe the HISA is being used for any unlawful or improper purpose, is the subject of fraud, or is being operated in a manner unsatisfactory to us, contrary to our policies, or contrary to these Terms and Conditions.

THIRD-PARTY DEMANDS

We will comply with any lawful third-party demands that are received in respect of the HISA without notice to you or the Dealer. If we comply with a third-party demand, we may charge a reasonable cost against the HISA.

TERMINATION

You agree that we may terminate the HISA on 30 days notice in writing to your Dealer on your behalf, and that on payment of any balance remaining in the HISA to your Dealer on the effective date of termination, you shall have no further rights or interest in the HISA. We reserve the right to terminate the HISA for any reason in our absolute discretion and without notice if, at any time, we have reasonable grounds to believe the HISA is being used for any unlawful or improper purpose, is the subject of fraud, or is being operated in a manner unsatisfactory to us, contrary to our policies, or contrary to these Terms and Conditions, in which case we shall withdraw all funds in the HISA and pay them to your Dealer.

TRANSFER

You may not transfer the HISA to someone else, except by operation of law or with our consent.

AMENDMENT

We may, from time to time at our discretion and without prior notice (other than notice required if we introduce or increase fees pertaining to the HISA in accordance with these Terms and conditions), amend these Terms and Conditions. Notice of such changes will be sent to your Dealer on your behalf.

LANGUAGE – LANGUE

You hereby acknowledge having required that this agreement and all notices and documents relating thereto be drafted in English. Vous reconnaissez avoir exigé que la présente convention ainsi que tous les avis et documents s'y rapportant soient rédigés en anglais.