

In favour of:

Member:

Address:

City:

Province:  Postal Code:

Date of Deposit (YYYY/MM/DD)

Date of Issue (YYYY/MM/DD)

2024-04-18

To be retained until the account is closed or a new agreement or certificate is issued.

Reference No.

Account No.

Plan No.

Amount of Deposit (CDN)

Date of Maturity (YYYY/MM/DD)

2029-04-18

## Terms and Conditions

This Agreement sets out the terms which apply to your Deposit with us. When this Agreement refers to “you” and “your” it means any person(s) in whose name(s) the Market-linked Guaranteed Investment (the “GIC”) is to be held. If the GIC is to be held by multiple persons, the terms of this Agreement apply individually and collectively to all of you. When this Agreement refers to “we”, “our” and “us” it means DUCA Financial Services Credit Union Ltd. and its affiliates.

### 1. DEFINITIONS:

In this Agreement, the following terms will have the following meanings:

- a. “**Business Day**” means any day other than a Saturday, Sunday or a statutory holiday in Ontario on which we are open for business during normal banking hours;
- b. “**Deposit**” means your Deposit to be invested in the form of a GIC in accordance with this Agreement;
- c. “**Interim Interest**” means cumulative accrued interest which you earn between the Date of Deposit and the Date of Issue on the Deposit in accordance with this Agreement;
- d. “**Principal**” means your Deposit plus any Interim Interest;
- e. “**Return**” means the return on the Principal calculated in accordance with this Agreement

### 2. RIGHT OF CANCELLATION

- a. You may cancel this Agreement for any reason by visiting any of our branches or by calling us at 1(866)900-DUCA (3822) within three (3) business days of the earlier of your actual or deemed receipt of this Agreement (the “**Cancellation Deadline**”).
- b. You are deemed to have received this Agreement (i) on the day recorded as the time of sending by the server or other electronic transmission system, if provided by electronic means; (ii) on the day recorded as the time of sending by a fax machine, if provided by fax; (iii) five (5) Business Days after the postmark date, if provided by mail; and (iv) when it is received, in any other case.
- c. If you do not cancel this Agreement by the Cancellation Deadline, you are deemed to have read this Agreement and accepted its terms.
- d. If you cancel this Agreement by the Cancellation Deadline, your Deposit will be returned to you in full, without any Interim Interest.
- e. At any time prior to the Date of Issue, we may, in our sole discretion, choose to cancel this Agreement, in whole or in part and for any reason by providing you with notice of such cancellation. In such a case, your Deposit and any Interim Interest will be returned to you.

### 3. GENERAL TERMS

- a. The minimum Deposit is \$500.
- b. On the Date of Issue, the amount of the Principal shall be invested in the form of a GIC for a term of five (5) years.
- c. The GIC is not transferable. There shall not be any secondary market for the GIC.
- d. The GIC may not be redeemed until the Date of Maturity.
- e. We guarantee the Principal at the Date of Maturity, we do not guarantee the Return on the Principal.
- f. The GIC is not subject to management fees.
- g. The GIC may only be hypothecated or given as security in favour of us, and only to the extent permitted by law.
- h. The Deposit, Principal and any Return are calculated and payable in Canadian dollars.
- i. The GIC is a deposit within the meaning of the *Credit Unions and Caisses Populaires Act, 1994* (Ontario) and eligible for deposit insurance up to the maximum prescribed amount. More information is available online ([www.fsrao.ca](http://www.fsrao.ca)).
- j. Where the GIC is held in a registered account, such as a registered retirement savings plan, registered retirement income fund or tax-free savings account, this Agreement is subject to the provisions governing such registered account.

### 4. CALCULATION OF INTERIM INTEREST AND RETURN

- a. **Interim Interest:** Interest will accrue on the Deposit during the period between the Date of Deposit and the Date of Issue at the rate of 3.00% per annum.
- b. **Return:** The return on the Principal, if any, shall be calculated on the Date of Maturity as follows:

$$\text{Interest} = \text{Principal} \times \text{Cumulative Return} \times 100\%$$
$$\text{Cumulative return} = \left[ \left( \frac{\text{CP}^2 \text{ for } S_1}{\text{CP}^1} + \frac{\text{CP}^2 \text{ for } S_2}{\text{CP}^1} + \dots + \frac{\text{CP}^2 \text{ for } S_{20}}{\text{CP}^1} \right) \times 1/20 \right] - 1$$

- CP<sup>2</sup>** = The average of each securities closing value on February 16, 2029, March 12, 2029 and April 11, 2029, or the following Business Day if no reading takes place on the security on any of these dates.
- CP<sup>1</sup>** = The closing value of each security on April 11, 2024 (or the following business day if no reading takes place on this security on this date).
- S<sub>1</sub> to S<sub>20</sub>** = Each one of the twenty (20) securities listed below.
- 100%** = The rate at which the GIC will participate in the return on the basket of securities.

- c. If the Cumulative Return, calculated in accordance with the above formula, is greater than 76.23% (equivalent to a maximum annual compound rate of return = 12.00%), the Cumulative Return will be 76.23%.
- d. If the Cumulative Return, calculated in accordance with the above formula, is a negative percentage rate, the Cumulative Return will be zero.
- e. The GIC is not equivalent to a direct investment in the securities and does not entitle you to any interest in the securities, including any right to receive dividend or distribution payments. As such, any Return will not take into account the payment of dividend or distribution payments and will not be identical to the return associated with the securities.

### 5. RISK AND SUITABILITY

- a. No Return will be payable on the Date of Maturity unless the Cumulative Return, calculated in accordance with the above formula, is greater than zero.
- b. Since the Cumulative Return depends on the performance of each security, the GIC carries a higher level of risk than a traditional fixed-rate investment. We do not guarantee the rate of the Return on the Date of Maturity and no assurance may be given that each security will perform adequately.
- c. As the GIC is not equivalent to a direct investment in the securities and does not entitle you to any interest in the securities, you are not entitled to the rights or the benefits of a shareholder of such securities, such as the right to receive distributions or dividends or the right to vote or attend shareholders' meetings.
- d. The Cumulative Return is calculated based on the average closing value of each security. Consequently, the Return payable on the Date of Maturity may not reflect the performance of each security between the Date of Issue and the Date of Maturity.

e. The GIC provides opportunities but may pose risks, which should be carefully considered. The GIC is designed for those who want to earn a higher rate of return than traditional deposits and are willing to accept the risk of earning no return or a minimal return but wish to have their Principal guaranteed. The GIC is not designed for those who wish to receive income during the term of the GIC. We make no representations as to the suitability of the GIC for your investment purposes. Given the features of the GIC, you should check with your financial advisor to ensure that the GIC meets your investment objectives.

## 6. REDEMPTION ON THE DATE OF MATURITY

On the first Business Day following the Date of Maturity, unless you notify us otherwise, the Principal and Return, if any, will be deposited to your savings account if the GIC is held outside a registered plan. If the GIC is held within a registered retirement savings plan, registered retirement income fund or tax-free savings account, the Principal and Return, if any, will be deposited to a variable rate registered account. The annual interest rate shall be our standard rate then in effect for such investments.

## 7. EXTRAORDINARY EVENTS

You acknowledge and agree that there is the possibility of the occurrence of a market disruption, a change in the publication of the security prices, securities facing some financial hardship, or other event beyond our reasonable control which has or will have a material adverse effect on our ability to calculate the Return, to manage the related risk, or to otherwise perform our obligations under this Agreement. If we believe, in our sole discretion, that such an event has occurred, you agree that we may, acting reasonably, take such action as we deem necessary, including (without limitation), the substitution of securities, adjusting, advancing or delaying the calculation or payment of any Return or determining the Return in a manner that is different than that which is set out herein. Such an event will not affect our guarantee of the Principal. It may, however, positively or negatively affect the Return, and if negatively, it may be reduce the Return to zero.

## 8. ACCESS TO INFORMATION

The last available closing values of the securities, and how those values relate to the Return, are available upon request. Note that the actual Return may only be determined on the Date of Maturity. If you wish to obtain this or any other information about the GIC, you may do so by visiting any of our branches, [www.duca.com](http://www.duca.com) or by calling us at 1 (866) 900-DUCA (3822).

## 9. TAXATION

The GIC is a qualified investment for registered retirement savings plans, registered retirement income funds, and tax-free savings accounts (collectively, "**Registered Accounts**"). In general, if the GIC is not held in a Registered Account, the Interim Interest must be included in your income in the year in which the GIC is issued. In general, any Return must be included in your income in the year in which the GIC matures. This information is of a general nature and is not intended to be legal or tax advice to you. You should consult your own tax advisor with respect to your particular circumstances.

## 10. REDEMPTIONS FROM A REGISTERED RETIREMENT INCOME FUND PLAN (RRIF)

It is your responsibility to give us instructions and to make sure that there is sufficient cash or other investments within the RRIF Plan for any required or requested payments, if applicable. Any accrued interest and potential Return, if any, will be based on the principal amount at maturity which may be reduced by any required or requested payments or withdrawals prior to maturity. If you hold multiple RRIF plans with DUCA, we will not take funds from alternate RRIF plans for payments.

If you: (a) directed a withdrawal from the RRIF Plan, or we are otherwise required by law to pay a minimum amount, and (b) there is not sufficient cash or other investments in the RRIF Plan which can be redeemed or sold to follow your direction or to make a required payment, your Market Linked GIC will be redeemed in part or in full and you will not be entitled to receive potential Return payments, if applicable, or any accrued interest on the redeemed amount.

## 11. REGISTERED RETIREMENT SAVINGS PLANS (RRSP)

If you give us instructions or are required by legislation to transfer your RRSP to a RRIF, it is your responsibility to make sure there is sufficient cash or other investments within the RRIF Plan for any required or requested payment, if applicable. Any accrued interest and potential Return, if any, will be based on the principal amount at maturity which may be reduced by any required or requested payments or withdrawals prior to maturity. Please see item 10 for additional information on RRIFs.

Here are the twenty (20) securities (common shares) as well as their respective stock markets and currencies. Each security has the same weighting in the portfolio. (We do not issue any opinion on the future evolution of the price of the securities.)

