

UL DIRECT

ACCOUNT TERMS

The following pages contain important details about your UL DIRECT account and that you must read. If you have any questions, we will be pleased to help you out. Call us at: 1 800 567 0988

Your UL DIRECT account gives you a useful and easy access to the financial services which you need to grow your savings and to reach your financial goals. By opening an account with UL MUTUAL, you confirm your acceptance of the following terms:

GENERAL TERMS

Our Definitions

The words «you», «your», «account holder», «client» and «mutualist» mean each customer, society or client that opens an account. The word «account» means any and all UL DIRECT account you have with UL MUTUAL. The «primary account holder» designates the person whose name appears first on the UL DIRECT account statement. The words «we», «us», «our» and «UL MUTUAL» refer to UL Mutual, a mutual life assurance company.

High Interest Savings Account

As a safety precaution and to designate the account in Canadian dollars that you have with your other Canadian financial institution, you must provide us for this account with an initial encoded personal or business deposit cheque (depending on your case) set off by the intermediate of this cheques so-designated account. We can restrict the number of external accounts that can be established. With this initial deposit cheque, you agree that all future transactions with UL MUTUAL can be done in accordance to the instructions that you had provided according to one of the methods offered by UL MUTUAL and that all transactions done by phone, computer or other (electronically or other) will have the same effect, according to the law, as if you would have authorized them in writing. You must keep at least one cheques account linked to a valid external account at any time when you deal with UL MUTUAL. We reserve the right to decline the opening of an account if our requirements for the opening of an external account are not met.

Your high interest savings account is in Canadian dollars. The applicable interests are calculated daily, according to the closing entry, and are deposited monthly.

Deposits and Withdrawal

You may request or authorize withdrawal transactions by telephone, through our UL MUTUAL web site (www.ulmutual.ca) or any other means provided by us. Upon request, we will make electronic funds transfers to or from linked accounts at other financial institutions. To be able to use this service, you must provide instructions on the electronic funds transfer and any, all, or some of the following pieces of identification information: a) your Client Number; b) your Account Number; c) your Personal Identification Number (PIN); d) your Password and/or any other identifying information that is necessary so that UL MUTUAL can confirm your identity.

In the case of electronic transfers that you do to deposit or withdraw from the funds between your UL DIRECT account and your linked external account, the funds will appear into the account usually within one or two business days. UL MUTUAL is unable to guarantee the date

on which your funds will arrive in your UL DIRECT or external account, depending on the situation.

You may use one of the following methods to deposit funds into your UL DIRECT account:

- Electronic funds transfer to deposit amounts in your UL DIRECT account from your linked cheques account that you have with another financial institution ;
- Resort to the UL DIRECT Automatic transfer program (see below) to proceed with automatic transfers in your UL DIRECT from your linked cheques account that you have with another financial institution ;
- Any other method offered by us.

The deposits and withdrawals applied to your account can be cancelled if, for any reason, the operation request is returned by the other financial institution or if we are unable to transmit it to them. We cannot accept in deposit or offer travelers cheques, cash or coins of any type. The transactions amounts and/or any balance can be limited in dollars or any other factor determined by UL MUTUAL, and the changes of these restrictions will be left to UL MUTUAL's discretion, without any prior notice.

We are not responsible for losses, damages or direct or indirect legal injuries resulting, directly or indirectly, from the use of your UL DIRECT account or its services or the impossibility to access them. This renunciation of responsibility especially includes the fraudulent transactions applied to your account or our failure to proceed with the instructions that you provided to us. We reserve the right to contact you in order to obtain a confirmation of your written or verbal instructions before proceeding with a transaction, but we cannot be help responsible to not have done it or being unable to do it. You agree that all phone calls and other documents from electronic correspondence may be recorded and be kept as a confirmation of your instructions. It may happen that we bring changes to the requirements or terms concerning the funds transfers to your account or from your account.

Proof of Electronic Communication

A copy of any electronic communication will be admissible in any legal, administrative or other proceedings in the same manner as an original document in writing, and you agree to waive any right to object to the introduction of any copy of electronic communications in evidence.

Clearing, Settlement and Payment

We may present and deliver Instruments for payment, clearing, collection, acceptance or otherwise through any bank or other party as we deem appropriate. The bank or other party shall be considered to be your agent and we will not, under any circumstances, be responsible or liable to you for the acts or omissions of this bank or other parties, however caused, for loss, theft, nor destruction or from late transmission of an Instrument in transfer between your UL DIRECT account with UL MUTUAL and this bank or other party or in possession of this bank or other party. If we present an Instrument to another financial institution for payment on your behalf and the other financial institution refuses to recognize or provide payment on that Instrument for whatever reason, you will remain responsible for the amount of that Instrument deposited with us.

Indemnity

You agree to indemnify us against any claims, costs or liabilities incurred by us in connection with any services provided by us to you or any other dealings between you and us, including any claim or liability resulting from our endorsement on any Instrument, arising out of a forged or unauthorized signature on that Instrument or otherwise.

Holds on Your Account

We may place a hold on amounts deposited in your UL DIRECT account while awaiting that the Instrument is setoff and settled by the concerned financial institution. We may place a hold on cheques, electronic funds transfers or any other item deposited in your account and we may limit your right to withdraw funds made by such deposits. We may refuse to accept deposits to your account. If it is a cheque, an electronic fund transfer request or any other transaction from a financial institution's branch located in Canada, we may place a hold on such a deposit for up to seven (7) business days.

New or Updated Personal Information

According to our code, we reserve the right to place a hold on your account in order to verify the all new or updated personal information that you have provided to us, and to request any documents or information that could confirm these new or updated details. We reserve the right to maintain the hold on your account until the new or updated personal information can be confirmed.

Automatic Fund Transfer

By signing the enrolment form for the Automatic fund transfer program to your UL DIRECT account from UL MUTUAL, you authorize UL MUTUAL and your other financial institution to transfer funds from your designated account from your other financial institution to your UL DIRECT account. This authorization is compliant to your instructions and terms and conditions agreed with you.

Privacy Principles

We are committed to keeping individual's personal information accurate, confidential, secure and private. The Privacy Code for protecting the personal information of UL MUTAL is the concrete demonstration of this will.

Confidentiality and Accessing Your Account with Your PIN and Password

To be able to have access to their account while preserving the confidentiality of the information when they give instructions over the phone or by any other way offered by us, each account hold must choose a password when opening their account. The account holder must also set-up a PIN using our interactive telephonic system. We will put in place the instructions that you will have provided only with you will have set-up your PIN. However, if you forget your PIN, we may accept a combination of alternate pieces of personal identification information, as described in the section of these terms called "Deposit and Withdrawal". You authorize us to accept all the instructions transmitted by your account number, your password or your PIN, you carry out the responsibility for it, and we are not liable for the losses or claims that can result from the our relying on verbal or electronic instructions provided by you.

Your password and PIN must be kept confidential and you alone are responsible for your password and PIN security. We cannot guarantee the confidentiality of your personal information if you use a cell phone, emails or any other method for sending your instructions that is not safe, since the information provided by these means can be intercepted by a third person. If another person learns your password and PIN by any way, you must inform us immediately. You stay responsible of all the transactions done before you have noticed us.

Credit for uncovered balance

If, for any reason, including after we have taken the necessary precautions, your account has an uncovered balance, this uncovered balance will be considered as being a loan granted to you. We can, at our discretion, to forbid the uncovered balance from your account. If we authorize to allow an uncovered balance into an account, we will, without notice, apply a variable interest

rate at the time there is an uncovered balance until it is reimbursed. You must reimburse the amount of the uncovered balance along with the interests on request.

Right of Setoff

We reserve the right to use all the money in your account to pay any debts or other obligations (including any contingent obligations) you owe UL MUTUAL.

Account Statements and Confirmation of Transactions

You will receive a statement at least once every three (3) months. The statements show the transactions that have not already been indicated as well as the current balance of each account. Unless there is a different arrangement, the statements will be sent to the last address of the primary account holder shown in our records. You may at any time ask for a confirmation of your transactions by phone or access your transactions from your account from our web site (www.ulmutual.ca). You agree to examine all your statements and transaction records that will be transmitted to you, and to inform us, within the 30 days following the receipt of these, of any error or omission. The statement will be considered to be exact if we do not receive a notice stipulating that it is not. We cannot be held responsible for losses or claims imputed by the errors and omissions done in these statements.

Canadian Payments Association

By signing the UL DIRECT enrolment form from UL MUTUAL and by providing an initial deposit cheque for each external account you agree that this authorization is provided for the benefit of your other financial institution and you authorize us to process funds transfer requests from your account accordingly to the Canadian Payments Association's rules.

You guarantee that all individuals who have signed the enrolment form for the UL DIRECT account from UL MUTUAL or who have accepted the terms presented on our web site are the signatories of your accounts held with your other financial institution and you authorize these individuals to act as it.

You agree that this authorization is provided for our benefit and for the benefit of the other designated financial institutions and in consideration of UL MUTUAL agreeing to process debits against your designated account in accordance with these account terms as agreed to with us. The cancellation of this authorization does not put an end to another agreement that may exist between you and UL MUTUAL. Your authorization applies only to the method of payment and does not otherwise have any bearing on any agreement for services with UL MUTUAL.

The financial institution at which you maintain your designated external cheques account is not required to verify that the debits are drawn in accordance with this authorization.

By providing the initial deposit cheque from the account that you have with a financial institution, you designate the account in which we are authorized to debit the funds at your request. Before presenting a request for funds transfer, you agree to inform UL MUTUAL, by phone or any other method offered by us, of any modification regarding the information provided on your account. You may cancel this authorization at any time by providing a written notice to our attention. You agree that the cancellation of this authorization is considered to be effective as soon as we receive the notice.

The money, in the present program, that is debited from an account that you hold at another financial institution will be reimbursed at the condition that you provide the other financial institution's branch, within 90 days following the debit transaction, a declaration establishing that a) the debit has not been done compliantly to the present authorization; b) you have not authorized the debit transaction; c) you have cancelled the present authorization using a notice sent to our attention before the date of the debit.

You agree that by transmitting the present authorization you are also transmitting it to the designated financial institution.

Closing of accounts

You can close your account with us at any time. On a simple written notice from us, we also reserve the right to close your account for pay you the balance, if any, according to our rights of setoff. Upon your death, we will transfer the balance of your account to your Estate Executor and we will close your account upon receipt of the necessary legal documents.

Modification of the present terms

We can modify the present account terms at any time. The account terms are displayed on UL MUTUAL's web site. If you access your UL DIRECT account or leave funds in the account after the date on which a modification becomes effective, you automatically signify your approval of the modification.

Various Conditions

We may change interest rates at any time without prior notice. We may accept, at our free will, that you signature or any other proof of your approval of the present account terms, received by fax, telephone or any other electronic mean, constitutes your signature or original approval. All our communications to your attention (including the notices showing the amounts deposited into your account or debited from it have not been accepted or that Instruments have been returned) will be sent to you by regular mail, unless indicated by us. We have no power on the national payment system which the participants use for their funds transfer transactions. It is impossible for us to guarantee the execution delays for the funds transfers that are requested. However, we will put all our efforts together to satisfy to funds transfer requests.

Complaints and Concerns about These Terms

These account terms are governed by the laws of the Province of Quebec. If you have any questions regarding the account terms or if you wish to make a complaint concerning your account, please contact us by phone at 1 800 567 0988 or by visiting our web site (www.ulmutual.ca)

Ombudsman

When a client has an issue with their UL DIRECT account from UL MUTUAL, they may raise these issues or problems by following UL MUTUAL's complaints resolution process. If a client is unable to resolve their issue or problem through our internal complaints resolution process, they can then address their complaint to UL MUTUAL's office. If you have addressed a complaint and it has not been resolved to your satisfaction, please write to:

UL MUTUAL, life assurance company
To the attention of the Ombudsman
142, Heriot St
Drummondville (Québec)
J2C 1J8
Phone : 1 800 567 0988

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