

# winwin EarthLink™ Business Guaranteed Investment Certificate (GIC) 3 Year

Agreements and Disclosures

Effective: May 26, 2026

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## PART I – WINWIN® MARKET-LINKED GICS

### winwin® GIC

Invest in the market with peace of mind. This Guaranteed Investment Certificate (“GIC”) is ideal for those seeking returns that are potentially higher than a traditional GIC without the risk of a principal investment in the stock market. However, this type of GIC does not allow for Early Redemption.

**Monthly Fee:** N/A

**Transactions included:** N/A

**Interest on this account:** Rates vary by sales period. Please refer to our websites for current rates:

- Envision Financial: [www.trucooperativebank.ca/envision-financial/personal/rates/GIC-rates](http://www.trucooperativebank.ca/envision-financial/personal/rates/GIC-rates)
- Island Savings: [www.trucooperativebank.ca/island-savings/personal/rates/GIC-rates](http://www.trucooperativebank.ca/island-savings/personal/rates/GIC-rates)
- Valley First/Enderby & District Financial: [www.trucooperativebank.ca/valley-first/personal/rates/GIC-rates](http://www.trucooperativebank.ca/valley-first/personal/rates/GIC-rates)

The minimum guaranteed annual interest rate is paid out annually and does not compound. This product has a ceiling that determines the maximum return that you may receive at maturity. Terms and conditions apply.

The return of a winwin® GIC depends on the performance of the index return that it is linked to over a certain time period, the Minimum Guaranteed Rate and the Maximum Potential Cumulative Return.

- If the index return is between the Minimum Guaranteed Rate and the Maximum Potential Return, you will receive the principal plus the index return.
- If the index return is below the Minimum Guaranteed Rate, you will receive the principal plus the Minimum Guaranteed Rate.
- If the index return is above the Maximum Potential Return, you will receive the principal plus the Maximum Potential Cumulative Return.

Tru Cooperative Bank is a member of the CDIC. GICs made with the Financial Institution are eligible for CDIC protection up to \$100,000, per insured category, per Depositor, and provided such deposits are payable in Canada, as outlined in the CDIC “Protecting Your Deposits” document. To learn more, visit the CDIC’s website at [www.cdic.ca](http://www.cdic.ca) or contact them directly at [info@cdic.ca](mailto:info@cdic.ca) or 1-800-461-2342.

### Features:

- Available in two market-linked options: winwin® Financial Services or winwin EarthLink™
- Term lengths of 3 or 5 years
- \$500 minimum investment, with no maximum limit
- Guaranteed minimum rate
- Available as a non-registered or registered product (RRSP/ TFSA)
- This product does not automatically renew

### The winwin® GIC may be right for you if:

- You prefer an investment with the principal guaranteed
- You do not need to access your money for the entire duration of the term
- You want a guaranteed return with the potential to earn more

### The winwin® GIC may not be right for you if:

- You are looking for an investment with a higher guaranteed interest rate
- You may need access to your money before your term matures

## PART II – SAMPLE TERMS AND CONDITIONS - WINWIN EARTHLINK™ BUSINESS GIC

### 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 GIC 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.

**1. Initial Deposit Amount**

The Depositor agrees to make, on the date of completion of this direction, a deposit of CAD \$ \_\_\_\_\_ (the "Initial Deposit").

**2. 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 GIC Details.

**3. Deposit Date**

Subject to section 2, the Financial Institution will invest the Initial Deposit in the form of a GIC, 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").

**4. 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.

**5. Redemption**

This GIC 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.15 below) are not payable in whole or part before the Maturity Date.

**6. Fees**

This GIC is not subject to any fees.

**7. Transfer**

This GIC may not be negotiated or transferred.

**8. Security**

This GIC may not be hypothecated or given as security.

**9. Currency**

This GIC is in Canadian dollars. The redemption of the Principal and the payment of interest, if any, will be made in Canadian dollars.

**10. CDIC**

This GIC is eligible for coverage under the Canada Deposit Insurance Corporation Act provided it is payable in Canada. For more information, including conditions of coverage, contact the Canada Deposit Insurance Corporation directly at [info@cdic.ca](mailto:info@cdic.ca) or 1-800-461-2342.

- 11. 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 GIC or interest thereon.
- 12. The Financial Institution will register this GIC in its records in the name of the Depositor.

**Interest Amounts**

- 13. 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.
- 14. The Total Interest Amount, if any, payable in respect of the GIC 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.17 and s.18).
- 15. The Annual Interest Amount if any, payable in respect of the GIC 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.
- 16. The Cumulative Return is the average in the variation between the closing price and opening price of twenty securities set out in s.21 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 \_\_\_\_\_.
- 17. 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.
- 18. The Maximum Potential Cumulative Return is \_\_\_\_%.
- 19. Accordingly, the Interest Amount, if any, payable in respect of the GIC at the Maturity Date will be calculated as follows:

$$\text{Interest} = \text{Principal} \times \text{Cumulative Return}$$

$$\text{Cumulative return} = \{[(\frac{\text{CP}^2 \text{ for } S_1}{\text{CP}^1} + \frac{\text{CP}^2 \text{ for } S_2}{\text{CP}^1} + \dots + \frac{\text{CP}^2 \text{ for } S_{20}}{\text{CP}^1}) \times 1/20] - 1\} \times 100.000\%$$

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>20</sub> = Each one of the twenty (20) securities listed below.  
 100.000% = the rate of participation in the growth of the basket of securities.

## 20. Example of Interest Amount Calculation

See Schedule A.

## 21. 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> : Atlas Copco AB-A SHS (ATCOA SS Equity)	Stockholm	Swedish krona
S <sub>2</sub> : Boralex Inc - A (BLX CN Equity)	Toronto	Canadian dollar
S <sub>3</sub> : Cisco Systems Inc (CSCO UW Equity)	NASDAQ GS	American dollar
S <sub>4</sub> : Daiwa House Industry Co Ltd (1925 JT Equity)	Tokyo SE	Japanese yen
S <sub>5</sub> : Enel SpA (ENEL IM Equity)	Milan	Euro
S <sub>6</sub> : Engie SA (ENGI FP Equity)	Paris	Euro
S <sub>7</sub> : First Capital Real Estate Investment Trust (FCR-U CT Equity)	Toronto	Canadian dollar
S <sub>8</sub> : First Solar Inc. (FSLR UW Equity)	NASDAQ GS	American dollar
S <sub>9</sub> : Gecina SA (GFC FP Equity)	Paris	Euro
S <sub>10</sub> : Holcim AG (HOLN SE Equity)	SIX Suisse	Swiss franc
S <sub>11</sub> : Holmen AB (HOLMB SS Equity)	Stockholm	Swedish krona
S <sub>12</sub> : Hydro One Ltd (H CT Equity)	Toronto	Canadian dollar
S <sub>13</sub> : Kubota Corp (6326 JT Equity)	Tokyo SE	Japanese yen
S <sub>14</sub> : Magna International Inc (MG CT Equity)	Toronto	Canadian dollar
S <sub>15</sub> : Mitsubishi Corp (8058 JT Equity)	Tokyo SE	Japanese yen
S <sub>16</sub> : Redeia Corp SA (RED SQ EQUITY)	Continuous (Espagne)	Euro
S <sub>17</sub> : SSE PLC (SSE LN Equity)	London SE	Pound sterling
S <sub>18</sub> : Terna-Rete Elettrica Nazionale (TRN IM Equity)	Milan	Euro
S <sub>19</sub> : Texas Instruments Inc (TXN UW Equity)	NASDAQ GS	American dollar
S <sub>20</sub> : UPM-Kymmene Oyj (UPM FH Equity)	OMX Helsinki	Euro

## 22. 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 15 of this Agreement) shall be deposited to a personal deposit account in accordance with section 23 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.

## 23. 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 GIC, you understand that, for operational purposes only, you are required to hold a personal deposit account with us. There will be no fees attached to this personal deposit account unless it is used for other purposes. This personal deposit account is subject to separate terms and conditions, which can be found on our website or by contacting us in accordance with section 32 of this Agreement.

**24. 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 GIC 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.

## **PART III – GENERAL TERMS AND CONDITIONS**

**25. 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.

**26. 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.

**27. Governing Law**

This GIC 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 GIC Contract or the GIC 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.

**28. Successors and Assigns**

The terms and conditions of this GIC 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.

**29. 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.

**30. Amendment**

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

**31. Secondary Market**

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

**32. Contact Us**

To obtain information about your Account, you can contact us at a method that's most convenient to you:

**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)

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

- Envision Financial: [www.trucooperativebank.ca/envision-financial/help-support/find-a-branch-atm](http://www.trucooperativebank.ca/envision-financial/help-support/find-a-branch-atm)

- Island Savings: [www.trucooperativebank.ca/island-savings/help-support/find-a-branch-atm](http://www.trucooperativebank.ca/island-savings/help-support/find-a-branch-atm)
- Valley First/Enderby & District Financial: [www.trucooperativebank.ca/valley-first/help-support/find-a-branch-atm](http://www.trucooperativebank.ca/valley-first/help-support/find-a-branch-atm)

To reach Enderby & District Financial, visit [www.trucooperativebank.ca/valley-first/help-support](http://www.trucooperativebank.ca/valley-first/help-support) or call 1-888-597-8083. As you navigate through our website, you will notice you may be on a Valley First web page. As divisions of Tru Cooperative Bank, Enderby & District Financial and Valley First utilize the same platform. While certain products and services may only be featured on the Valley First web page, they are extended to both brands. This means that even if you access these offering through the Valley First web page, they are accessible and applicable to Enderby & District.

## **Risk and Suitability**

33. The return on this GIC 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 GIC 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.
34. This GIC 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.
35. The GIC 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.
36. 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.
37. Given the features of this GIC 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.
38. This GIC 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 GIC 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**

39. 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 (3-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 <sup>1</sup> : Alstom SA (ALO FP Equity)	12.75	16.07	11.73	1.26	0.92
S <sub>2</sub> : Bank of Nova Scotia (BNS CT Equity)	56.15	68.50	53.34	1.22	0.95
S <sub>3</sub> : Denso Corporation (6902 JT Equity)	2199.50	2661.40	1979.55	1.21	0.90
S <sub>4</sub> : First Solar Inc. (FSLR UW Equity)	142.45	175.21	113.96	1.23	0.80
S <sub>5</sub> : Gecina SA (GFC FP Equity)	92.60	110.19	89.82	1.19	0.97
S <sub>6</sub> : Hydro One Limited (H CT Equity)	35.96	45.67	32.36	1.27	0.90
S <sub>7</sub> : KDDI Corporation (9433 JT Equity)	4487.00	5294.66	4217.78	1.18	0.94
S <sub>8</sub> : Magna International Inc. (MG CT Equity)	66.64	79.97	61.31	1.20	0.92
S <sub>9</sub> : Microsoft Corporation (MSFT UW Equity)	338.11	409.11	307.68	1.21	0.91
S <sub>10</sub> : Mowi ASA (MOWI NO Equity)	181.30	224.81	146.85	1.24	0.81
S <sub>11</sub> : Nintendo Company Limited (7974 JT Equity)	6221.00	7589.62	6034.37	1.22	0.97
S <sub>12</sub> : Novartis AG (NOVN SE Equity)	84.54	107.37	82.00	1.27	0.97
S <sub>13</sub> : Novo Nordisk A/S (NOVOB DC Equity)	677.00	798.86	643.15	1.18	0.95
S <sub>14</sub> : Orsted A/S (ORSTED DC Equity)	339.80	411.16	329.61	1.21	0.97
S <sub>15</sub> : SAP SE (SAP GY Equity)	126.74	152.09	121.67	1.20	0.96
S <sub>16</sub> : SolarEdge Technologies Inc. (SEDG UW Equity)	75.95	93.42	68.36	1.23	0.90
S <sub>17</sub> : Texas Instruments Inc. (TXN UW Equity)	142.01	168.99	133.49	1.19	0.94
S <sub>18</sub> : Vestas Wind Systems A/S (VWS DC Equity)	152.26	179.67	144.65	1.18	0.95
S <sub>19</sub> : Vonovia SE (VNA GY Equity)	21.70	27.34	20.83	1.26	0.96
S <sub>20</sub> : Wheaton Precious Metals Corp. (WPM CT Equity)	58.57	75.56	52.71	1.29	0.90
<b>Average CP<sup>2</sup> / CP<sup>1</sup></b>				<b>1.2220</b>	<b>0.9245</b>
<b>Cumulative return considered*</b>				<b>22.20%</b>	<b>9.00%</b>
<b>Annual compound rate of return*</b>				<b>6.91%</b>	<b>2.91%</b>

**\* The return is presented for information purposes only and is not indicative of future performance.**

The maximum cumulative return of this investment is 25.000%. If the return at maturity is higher than 25.000%, the interest paid will be 25.000%.

## PART IV – RESOLVING YOUR COMPLAINTS

If you wish to make a complaint, we're here to help. You can review our Complaint Handling Procedures online at [www.trucooperativebank.ca/help-support/resolving-your-complaint](http://www.trucooperativebank.ca/help-support/resolving-your-complaint) or request a printed brochure at any of our branch locations.

## PART V – PROTECTING YOUR DEPOSITS

# Protecting your deposits

Canada Deposit Insurance Corporation (CDIC) is a federal Crown corporation that insures more than \$1 trillion in deposits held in member institutions. CDIC is fully funded by our members and coverage is free and automatic - you don't have to sign up.

CDIC protects eligible deposits in Canadian and foreign currency for up to \$100,000 (Canadian dollars) in each of CDIC's insurance categories.

### What's covered?

- ⌘ Deposits in Canadian or foreign currency (including via payroll, Interac e-transfer, or cheque)
- ⌘ Guaranteed Investment Certificates (GICs)
- ⌘ Other term deposits

### What's not covered?

- ⌘ Mutual funds
- ⌘ Stocks and bonds
- ⌘ Exchange Traded Funds (ETFs)
- ⌘ Cryptocurrencies

**Example:** Jane Doe has placed the following funds at a CDIC member institution.

Here's what does ✓ and does not ✗ qualify for CDIC coverage:

- \$ 40,000 in a GIC ✓
- \$ 25,000 in a savings account ✓
- \$ 25,000 in a chequing account ✓
- \$ 130,000 in mutual funds ✗
- \$ 220,000 = Total Portfolio
- \$ 90,000 = Total Eligible Deposits
- \$ 90,000 = Total Deposits Protected by CDIC

Jane's GIC, savings and chequing accounts are in her name only and all qualify for CDIC coverage within the same coverage category (deposits held in one name). As a result, total amounts in these accounts are combined and are insured for up to a total of \$100,000 in the event of a member institution's failure.

## A word about financial service providers, products and deposit protection

CDIC deposit insurance may be available for eligible financial products offered by a CDIC member, another financial institution, a broker, a third-party financial service provider (for example, a financial technology company), or other providers. To find out if your deposits are protected by CDIC, speak to your financial service provider.

### What happens if a CDIC member fails?

In the unlikely event of failure of a CDIC member institution, CDIC provides access to insured funds (including interest) within days. It's automatic - we will contact you.

### What you can do

- ⌘ Know what is covered and what is not
- ⌘ Keep your address, phone number and email up-to-date at your financial institution
- ⌘ Ask your broker or financial advisor about CDIC's rules for deposits held in trust including keeping up-to-date beneficiary information

### Want to know more?

Visit our website  
[cdic.ca](http://cdic.ca)

Call us  
**1-800-461-2342**

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