



# Deposit Account Services of CIBC Mellon Trust Company

## Terms and conditions disclosure

Customers who have entered into a Custody and/or Trust Agreement (the “Client Agreement”) with CIBC Mellon Trust Company (“CMT”) in its role as trustee and/or custodian may also require deposit account services. Terms not defined herein shall have the meaning as set out in the Client Agreement. Terms and conditions in respect of the provision of deposit account services by CMT and CIBC Mellon Global Securities Services Company (“CIBC MELLON”) in its capacity as agent of the custodian are as follows:

1. The Customer hereby appoints CMT to hold monies on behalf of the Customer from time to time on deposit in an account to be administered by CMT (a “Deposit Account”) subject to the provisions of this Agreement and the Client Agreement.
2. CMT and the Customer (collectively the “Parties”) hereby agree that CMT shall not charge or receive any fees for maintaining a Deposit Account with CMT unless agreed to in writing by the Parties.
3. The Customer acknowledges that monies administered by CIBC MELLON pursuant to the Client Agreement may be held by CMT in its Deposit Account or, as set out in the Client Agreement, may be held by any of Canadian Imperial Bank of Commerce (CIBC), The Bank of New York Mellon (BNY Mellon), or any of their affiliates or related parties (collectively the “Participating Financial Institutions”). Funds transferred to a Participating Financial Institution shall be governed by separate deposit terms and conditions as may be issued by such Participating Financial Institutions from time to time. Any such deposits transferred to other Participating Financial Institutions will be obligations of those Participating Financial Institutions and are not obligations of or guaranteed by CMT. CIBC Mellon, in the normal course of business, may receive revenue generated in connection with deposits held by CMT, CIBC or BNY Mellon.
4. Only cash held in the Deposit Account by CMT which is due on demand, Canadian currency and payable in Canada, is eligible to be insured under the Canada Deposit Insurance Corporation Act. USD deposits and any other currency deposits, if applicable, held by CMT are not insured by the Canada Deposit Insurance Corporation. Please refer to the [CDIC website](#) for further information.
5. The Deposit Account, where held in the form of a demand Deposit Account at CMT, shall be governed by usual banking practices and the account procedures established by CMT from time to time.
6. The amounts maintained in the Deposit Account at CMT may bear interest at the rate, if any, agreed to by the Parties, from time to time.
7. CMT shall, subject to its rights under any agreement with the Customer, hold all monies deposited in a Deposit Account maintained with CMT on behalf of the Customer.

8. In the event of any conflict between these Terms and Conditions and the Client Agreement, the Client Agreement will prevail.
9. The Customer shall be entitled to any amount on deposit in the Deposit Account with CMT on demand, where the Deposit Account is held in the form of a demand Deposit Account.
10. The Customer may provide CMT with written instructions to transfer funds in the Deposit Account with CMT to a third party including a financial institution, which instructions may be delivered in person or by facsimile transmission. The Customer releases CMT from all liabilities, claims, demands, actions and suits of every kind arising from any action taken by CMT in reliance on or in compliance with any such instructions, notwithstanding the invalidity of such instructions or incapacity, disability, limitation or lack of status or power of the Customer or any designated representative of the Customer(s) acting or purporting to act on behalf of the Customer in connection with such instructions or any irregularity, defect, misinterpretation, or failure to comply with any instruction, or informality in connection therewith. In the event of any dispute between the Customer and CMT in connection therewith, the records of CMT shall be deemed to be conclusive. The liability of the Customer shall not be reduced or limited in any way by any circumstances which might otherwise constitute a legal or equitable discharge or defence of an indemnity.
11. All information relating to the Deposit Account of the Customer held by CMT may be stored or recorded by CMT in such form and by means of such devices as CMT may see fit and CMT is under no obligation to retain original instruments, documents or vouchers other than those belonging to or entrusted to CMT by the Customer or as required by Applicable Laws.
12. CMT may use the services of any electronic data processing services bureau or organization in connection with keeping any Deposit Account of the Customer, and in such case, CMT shall not be liable to the Customer by a reason of any act or omission of such service bureau or organization in the performance of the services required by it.
13. The branch of account for the Customer's Deposit Account held by CMT shall be:  
1 York Street  
Toronto, ON M5J 0B6
14. This agreement shall enure to the benefit of and be binding upon the CMT its successors and assigns and on the Customer, its successors, assigns, representatives and agents.



## COMPLAINTS PROCEDURE

If the Customer has any complaints relating to this Deposit Account, the following process is applicable;

1. If you have any problems, questions or concerns with respect to a Deposit Account, the disclosure or manner of calculating the cost of an overdraft, the disclosure of interest rates or about any other obligation of CMT under a consumer provision, please contact your relationship manager so that we can address the matter in a timely and efficient manner.
2. If your concern or complaint remains unresolved after speaking with your relationship manager, please contact our complaints and privacy officer in writing:

Complaints and Privacy Officer  
CIBC Mellon Trust Company  
1 York Street, Suite 900, Toronto, ON M5J 0B6 CANADA  
Tel: 416-643-6484  
E-mail: [privacyofficer@cibcmellon.com](mailto:privacyofficer@cibcmellon.com)

3. CMT has engaged the CIBC ombudsman to provide an independent review process. If your concern or complaint remains unresolved after contacting our complaints and privacy officer, you may contact their office directly:

CIBC ombudsman  
P.O. Box 342, Commerce Court  
Toronto, ON M5L 1G2 CANADA  
Tel: 416-287-2877 or 1-888-451-4519 (from outside the greater Toronto area)  
Fax: 416-225-4722  
E-mail: [ombudsman@cibc.com](mailto:ombudsman@cibc.com)

4. If you feel your concern requires a further independent review, please contact the Ombudsman for Banking Services and Investments:

Ombudsman for Banking Services and Investments  
401 Bay Street  
Suite 1505, P.O. Box 5  
Toronto, ON M5J 2Y4 CANADA  
Fax: 1-888-422-2865

## FINANCIAL CONSUMER AGENCY OF CANADA

As a federally regulated financial institution, CMT falls within the mandate of the Financial Consumer Agency of Canada (FCAC) for complaints by consumers. FCAC is responsible for ensuring that federally regulated financial institutions comply with federal consumer protection laws, regulations and requirements such as providing consumers with information about complaint handling procedures.

You can contact FCAC directly at any time during the complaint management process:

FCAC  
6th Floor, Enterprise Building  
427 Laurier Avenue West  
Ottawa, ON K1R 1B9 CANADA  
Tel: 1-866-461-3222  
E-mail: [info@fcac-acfc.gc.ca](mailto:info@fcac-acfc.gc.ca)

If you have a complaint about your Deposit Account, the disclosure of or manner of calculating the cost of an overdraft, the disclosure of interest rates or about any other obligation of CMT under a consumer provision in the Trust and Loan Companies Act (Canada) which we have been unable to satisfy, you may contact the Financial Consumer Agency of Canada at the address provided above.

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## About CIBC Mellon

CIBC Mellon is a Canadian company exclusively focused on the investment servicing needs of Canadian institutional investors and international institutional investors into Canada. Founded in 1996, CIBC Mellon is 50-50 jointly owned by The Bank of New York Mellon (BNY Mellon) and Canadian Imperial Bank of Commerce (CIBC). CIBC Mellon's investment servicing solutions for institutions and corporations are provided in close collaboration with our parent companies, and include custody, multicurrency accounting, fund administration, recordkeeping, pension services, exchange-traded fund services, securities lending services, foreign exchange processing and settlement, and treasury services. As at June 30, 2018, CIBC Mellon had more than C\$2 trillion of assets under administration on behalf of banks, pension funds, investment funds, corporations, governments, insurance companies, foreign insurance trusts, foundations and global financial institutions whose clients invest in Canada. CIBC Mellon is part of the BNY Mellon network, which as at June 30, 2018 had US\$33.6 trillion in assets under custody and/or administration.

[www.cibcmellon.com](http://www.cibcmellon.com)

**CIBC MELLON**

➤ A BNY MELLON AND CIBC JOINT VENTURE COMPANY<sup>SM</sup>

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