

Business Banking Referral Perks Program

Valley First Referral Perks® for Business Terms & Conditions

Overview of the Valley First Referral Perks® for Business Program (the "Program"): The Program creates the opportunity for existing business members of Tru Cooperative Bank ("Tru") through its Valley First and Enderby & District Financial divisions ("Valley First") to refer new members to Valley First whereby both the existing and new members have the opportunity to receive a Perk (as defined below) for the referral if the referred person becomes a new member of Valley First and fulfills the requirements as set out in these Terms (defined below).

By participating in the Program, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions (the "Terms"). The decisions of Tru with respect to all aspects of the Program are final.

1. Definitions: for the purposes of the Program:

1. "CASL" means An Act to Promote the Efficiency and Adaptability of the Canadian Economy by Regulating Certain Activities that Discourage Reliance on Electronic Means of Carrying out Commercial Activities, and to Amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act, SC 2010, c 23, as amended (a copy of CASL is available at <https://canlii.ca/t/8p22>);
2. "Business Member" means a corporate entity that is a member of Tru in good standing pursuant to Tru's bylaws and the Business Account Agreement;
3. "Chequing Account" means an eligible business chequing account offered by Tru;
4. "Existing Business Relationship" is defined in CASL;
5. "Existing Non-Business Relationship" is defined in CASL;
6. "Family Relationship" means the relationship between an individual who sends a message and the individual to whom the message is sent if those individuals are related to one another through a marriage, common-law partnership or any legal parent-child relationship and those individuals have had direct, voluntary, two-way communication(s);
7. "New Member" means a business who meets the qualification in Article 3 hereof and is not otherwise ineligible and "New Members" means more than one New Member;
8. "Perk" means a \$200 CAD credit to your business chequing account at Tru and "Perks" means more than one Perk;
9. "Personal Relationship" means the relationship between an individual who sends a message and the individual to whom the message is sent, if those individuals have had direct, voluntary, two-way communications and it

would be reasonable to conclude that they have a personal relationship, taking into consideration any relevant factors such as the sharing of interests, experiences, opinions and information evidenced in the communications, the frequency of communication, the length of time since the parties communicated or whether the parties have met in person;

10. "Program Term" means September 15, 2026 at 12:01 AM PST to December 31, 2026 at 11:59 PM PST, unless terminated at an earlier date by Tru in its sole and absolute discretion;
 11. "Recurring pre-authorized debit or credit" means a transaction set up within a New Member's Chequing Account where an external organization is given authorization by such New Member to either credit or debit its account on a regular basis. Examples may include but are not limited to recurring income payments, pre-authorized monthly bill payments, etc., and;
 12. "Referrer" means a business member of Valley First, a division of Tru, who meets the qualification in Article 2 hereof and is not otherwise ineligible and "Referrers" means more than one Referrer; and
 13. "Unique Referral Code" means the unique code that identifies the Referrer after the Referrer has registered for the Program.
2. **Referrer Qualifications:** During the Program, a Referrer may receive a maximum of 5 Perks (total maximum value of \$1,000 CAD) in any calendar year. To qualify for a Perk under the Program, the Referrer must comply with these Terms and Conditions, and must:
1. be an existing Business Member of Valley First and not be in default of any of the Referrer's obligations to Tru under any agreement with Tru whatsoever during the Program Term up to and including the time the Perk is issued to the Referrer;
 2. register for the Program through our online form (https://firstwestresearch.qualtrics.com/jfe/form/SV_56DA2MrYC2WLEQ6) during the Program Term;
 3. successfully refer New Member(s) to Valley First within the Program Term; and
 4. be a business operating in British Columbia with a British Columbia address at the time of registering for the Program, during the balance of the Program Term, and when the Perk is issued.

For greater clarity, a Referrer cannot and will not receive a Perk if they refer a New Member to Island Savings or Envision Financial branches. Referrers must be members of Tru at Valley First branches and referrals must be made to Valley First branches.

3. **New Member Qualifications:** During the Program, a New Member may receive a maximum of (1) Perk (total maximum of \$200.00 CAD, credited to the New Member's Chequing Account). To qualify for a Perk under the Program, the New Member must:
 1. not:
 1. have been a Business Member of Tru for period of 6 months prior to becoming a member of Tru, or
 2. have a signer that is on any business membership with Tru for a period of 6 months prior to becoming a member of Tru;
 2. be referred during the Program Term by a Referrer in accordance with these Terms and Conditions;
 3. apply to become a new Business Member with Valley First during the Program Term by attending an Valley First branch and must include the Referrer's Unique Referral Code at time of application;
 4. be accepted as a new Business Member of Valley First within sixty (60) days of being referred by a Referrer. All membership and account applications to Tru by the New Member are subject to Tru's approval processes and procedures in place from time to time and being a New Member does not guarantee acceptance as a member of Tru.
 5. Within sixty (60) days of receiving confirmation that the New Member's business membership has been approved, the New Member must:
 1. open a new Chequing Account;
 2. establish at least one (1) successful recurring pre-authorized debit or credit to the new Chequing Account, and;
 3. must not be in default of any of the New Member's obligations to Tru under any agreement with Tru whatsoever; and
 6. be a business operating in British Columbia with a British Columbia address at the time of registering for the Program, at the time of becoming a member of Tru, during the balance of the Program Term, and when the Perk is issued.
4. **Referral Rules:** Each business must comply with CASL when making a referral. Without limiting the foregoing, a business must not refer anyone to Valley First, a division of Tru unless the person who is making the referral has an Existing Business Relationship, an Existing Non-Business Relationship, a Family Relationship or a Personal Relationship with the person who is being referred to Valley First, a division of Tru.
 1. Each person who makes a referral under the Program, regardless of whether they qualify as a Referrer, must not (a) induce or unduly influence another person to participate in the Program.
5. **Ineligibility:** All Tru employees and directors (whether full time, part time or otherwise) and their respective immediate families are ineligible to participate in the Program as Referrers and/or New Members, including businesses where they are a signer. Tru reserves the right to disqualify anyone in circumstances in which

Tru reasonably believes the New Member was not referred to Tru, in Tru's sole discretion.

6. **Issuance of Perk:** Within ninety (90) days of all qualifications of both the Referrer and New Member being met and neither the Referrer nor New Member being otherwise ineligible, Tru will credit the business Chequing Account at Valley First, a division of Tru of both the Referrer and New Member with the Perk.

7. **General:**

1. Tru may report the value of the Perk to the federal, provincial or local tax authorities if required by applicable law or regulatory authority having jurisdiction over Tru, and any applicable taxes are the responsibility of the recipient of the Perk.
2. Tru reserves the right, in its sole and absolute discretion, to amend or modify these Terms, or modify (including without limitation to limit the number or aggregate amount of the Offer and Perk(s)), cancel or suspend the Program, without prior notice and for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of Tru corrupts, or threatens to corrupt, the security or proper administration of the Program. Without limiting the foregoing, if, for any reason whatsoever and in Tru's sole and absolute discretion, the Program is not capable of running as originally planned, Tru reserves the right to cancel the Program without any liability whatsoever.
3. Product terms, features and fees of Tru's chequing accounts are subject to change, and we will provide reasonable notice as may be required.
4. This is a limited-time Program. Perks and referrals made pursuant to the Program are non-transferable, may not be combined with any other offer or promotion and the Terms of the Program are subject to change at any time as Tru may determine in its sole and absolute discretion and without notice.
5. By participating in or attempting to participate in the Program, each and all Referrers and New Members, or attempted Referrers and New Members, agree to accept, abide by and be bound by these Terms. Issuance of any and each Perk, and continued participation in the Program, is conditional upon compliance with these Terms. Tru may at any time prohibit a person from participating in the Program in its sole discretion.
6. The Program is void where prohibited by law and is subject to all applicable Canadian, federal, provincial, territorial, municipal, and local laws. This Program shall be governed exclusively by the laws of the province of British Columbia, including all issues and questions concerning the construction, validity, interpretation and enforceability of the Program Terms, rights and obligations between any party and the Tru and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in Vancouver, British Columbia.

7. Referrals that do not comply with these Program Terms, as determined by the Tru in its sole and absolute discretion, may be deemed void by Tru. Referrer may be required to submit proof of compliance with these Program Terms to Tru, and failure to provide such proof on request may, in Tru's sole and absolute discretion, render Referrer's referral null and void.
8. Each business who participates or attempts to participate in the Program, including the Referrer and the New Member (each an "indemnitor") agrees to indemnify and save harmless Tru, including without limitation all of its divisions, affiliates and its directors, officers, employees, subsidiaries, affiliates, agents and others involved from and against all claims, demands, proceedings, suits, liabilities whatsoever relating to: (a) the Indemnitor's participation or attempted participation in this Program, and (b) any breach of this agreement by the Indemnitor. Neither Tru, including without limitation all of its divisions, affiliates nor its directors, officers, employees, subsidiaries, affiliates, agents or others involved are liable for any lost or misdirected Perks or for any other losses or damages whatsoever, whether of the foregoing character or otherwise, relating to the Program.
9. By participating in or attempting to participate in the Program, each Referrer and New Member, or attempted Referrer and New Member: (a) consent to the collection, use, disclosure and storage of their personal information as necessary for Tru to operate the Program, contact the potential New Member, and disclose the source of the referral, and (b) acknowledge that Tru has affiliates and uses or may use service suppliers located in the United States and other jurisdictions in the conduct and administration of the Program and acknowledges and agrees that Information may be stored and processed in the United States and other jurisdictions and that governments, courts, and law enforcement agencies in Canada, the United States, and other jurisdictions may be able to obtain disclosure of the Information in accordance with the laws of Canada and the other jurisdiction.
10. In the event that Tru or an affiliate and/or a service supplier cannot or will not process a registration of referral by a New Member and/or Referrer or issue a Perk in connection with the Program by reason that Tru, the affiliate or service supplier may suffer legal and/or reputational risks, or that Tru, the affiliate or service supplier may, by doing so, violate CASL or any other law, regulation, rule or internal policy applicable to it if it processes the registration of the Referrer and/or New Member or issues the Perk, then the Referrer and New Member acknowledge that the Perk will not be issued and none of Tru or any of its divisions, its directors, officers, employees, subsidiaries, affiliates, agents and others involved shall have any liability in respect of any non-issuance of a Perk.
11. By participating in or attempting to participate in the Program, each Referrer and New Member or attempted Referrer and New Member elects to receive email(s) from Tru and its affiliates and their suppliers regarding that registrant's membership and participation in the Program. Tru cannot and

will not notify any Referrer or New Member if the email address such person provided is undeliverable. Referrer and New Member names and email addresses will not be captured and stored to be used by Tru to send such person future marketing communications (direct mail or email) related to other Tru products and services except to the extent such person has otherwise authorized or instructed Tru to do so, or to the extent that Tru is permitted or required by law to do so.

12. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR INTERFERE WITH THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND Tru RESERVES THE RIGHT TO SEEK DAMAGES AND/OR OTHER RELIEF FROM ALL RESPONSIBLE PERSONS TO THE FULLEST EXTENT PERMITTED BY LAW.