

The NBI Altamira CashPerformer® Account and the NBI Altamira U.S. CashPerformer Account are more than just conventional savings accounts, they help you effectively manage your liquidities.

# **Benefits:**

- Diversification tool for investors seeking short-term investments
- > Earning potential with competitive interest rates
- > Liquid: available on demand

- Flexible: may be held in RRSPs, RESPs¹, RRIFs, LIFs, LIRAs or TFSAs
- Secure: National Bank of Canada is a member of the Canada Deposit Insurance Corporation<sup>2</sup>

Minimum investment: \$1,000

Maximum investment: \$5,000,000 per client<sup>3</sup>

Interest is calculated daily on your account balance and paid monthly on the last day of the month.

# For more information:



nbc.ca/cashperfomer



investments@nbc.ca



Contact your advisor or National Bank Investments Advisory Services at 1-888-270-3941 or 514-871-2082

- 1 The NBI Altamira U.S. CashPerformer Account cannot be held in RESPs.
- 2 NBI Altamira CashPerformer Account and NBI Altamira U.S. CashPerformer Account are offered by National Bank of Canada ("NBC") through National Bank Investments Inc. (hereinafter "NBI"), a wholly owned subsidiary of NBC. NBC is a member of the Canada Deposit Insurance Corporation (CDIC). A deposit to the NBI Altamira CashPerformer Account or the NBI Altamira U.S. CashPerformer Account is a "deposit" within the meaning of the Canada Deposit Insurance Corporation Act, provided the requirements of the CDIC, as the case may be, are satisfied.
- 3 NBI reserves the right to refuse a transaction that may have been accepted electronically. The refusal will be done within a maximum of 24 hours after acceptance. Maximum investment of \$5,000,000 is applicable for the NBI Altamira CashPerformer Account and the NBI Altamira U.S. CashPerformer Account provided by NBC.
- ® CASHPERFORMER is a registered trademark of NBC, used under license by NBI.





## NBI Altamira CashPerformer Account and NBI Altamira U.S. CashPerformer Account (Bank Series)

### **Terms and Conditions**

### 1. Introduction

Account means the NBI Altamira CashPerformer Account, a Canadian dollar savings account provided by the Bank ("CashPerformer") or the NBI Altamira U.S. CashPerformer Account, a U.S. dollars savings account provided by the Bank ("U.S. CashPerformer");

**Bank** means National Bank of Canada; **Dealer** means NBI (and its representatives where applicable), who has agreed to deposit your funds into the Account;

Day means any day NBI is open for business in Quebec and excludes Saturdays, Sundays, and federal and Quebec provincial statutory holidays;

**NBI** means National Bank Investments Inc., an affiliate of the Bank;

You, your means the person, whether a natural person, corporation or other entity, who has directed Dealer to deposit funds in the Account; and We, us, our means the Bank and/ or NBI, as appropriate;

### 2. Overview

You wish to deposit funds into an Account, either Canadian dollar funds into the CashPerformer or U.S. dollar funds into the U.S. CashPerformer, and have directed the Dealer for this purpose. The Bank has designated NBI to act as its agent to perform certain administrative services ("Services"). The Bank offers different series of CashPerformer and U.S. CashPerformer, subject to the terms and conditions prescribed by them, including with respect to eligible clients, minimum and maximum investment amounts and dealer compensation. The terms and conditions of each series of the CashPerformer and U.S. CashPerformer are determined in the sole discretion of the Bank, who reserves the right to decide whether any particular series is available to you or the Dealer.

### 3. Deposits and Withdrawals

To make a deposit to, or withdrawal from, an Account you must instruct the Dealer to take the requisite steps. Dealer shall make deposits and withdrawals in the Account by way of orders executed through FundSERV or any other medium. For the purpose of FundSERV, the funds deposited in the Account are represented by units and series of units. We reserve the right to refuse a transaction that may have been accepted electronically. Such refusal will be communicated to you within one Day from the time we receive the order. Transactions will be settled on the trade date plus one day (T+1). For withdrawals, this means funds will be transferred to you the next Day following your request. Orders that are received after 4:00 p.m. E.S.T. are deemed to be received on the following Day. Transactions from pension funds, hedge funds, mutual funds, investment funds, financial institutions and other financial intermediaries or like entities which intend to make deposits in an Account on their own behalf may be refused.

### 4. Service Charges

We do not charge any service or transaction fees with regard to an Account at present. We reserve the right to introduce such fees, subject to the notice requirements in section 14 below. We may deduct from your deposits in an Account any fees, taxes, interest, or penalties payable in respect of such deposits.

#### 5. Interest

The interest payable by the Bank is calculated daily on your opening balance and credited monthly to your deposit(s) on the last Day of the calendar month. Daily interest shall accrue on any deposit beginning on the next day after a deposit is credited to an Account and shall end on the Day on which the order to withdraw funds is received by us. The interest rate is an annual rate and the interest calculation is a simple interest calculation. Interest rates are subject to change at any time without notice at our sole discretion. The current interest rates may be obtained by contacting the Dealer or by visiting nbc.ca/cashperfomer.

## 6. NBI Compensation

For providing the Services, NBI receives compensation from the Bank. No compensation is payable to your representative in connection with Bank Series deposits held in an Account. This compensation may change from time to time without notice.

## 7. Account Verification

A statement regarding the deposits and withdrawals made in your Account will be sent to you quarterly. You should examine the information in statements or records provided by the Dealer. If you notice any errors or omissions, you must advise Dealer (or your representative) or else you shall be deemed to have accepted the information as it appears in your statement or record as complete, correct and binding upon you, in which case we shall be released from all claims you may have regarding any such errors or omissions.

# 8. Collection, Use and Disclosure of Personal Information

In order to open and operate the Account, we shall collect, use and share with each other and with our respective agents and service providers financial and other information about you such as your name, address, social insurance number, and all your deposits and withdrawals from the Account. The information may also be used and disclosed to comply with legal and regulatory requirements, including tax reporting purposes, and as required or permitted by law or regulations. Furthermore, we may use the information and share it with their affiliates for statistical, legal or regulatory purposes, to manage their risks and operations, to update your information as well as to comply with valid requests for information about you from regulators, government agencies, public bodies or other entities who have a right to issue such requests. Your information may be processed or stored outside of Canada and be subject to the laws of foreign countries, including the United States. For more information about our privacy practices and your rights in this regard, please see our privacy policy on **nbc.ca** or in any of the Bank's branches.

## 9. Complaints

If you have a problem or concern with an Account, you should contact the Dealer (or representative), as appropriate. If your problem is not resolved, you may contact the National Bank Ombudsman for clients by telephone at 1-888-300-9004, by fax at 1-888-866-3399, by email at ombudsman. clients@nbc.ca or by mail at P.O. Box 275, Montreal, (Quebec) H2Y 3G7. If all your efforts to resolve a dispute fail, you may contact the Ombudsman for Banking Services and Investments by mail at 401 Bay Street, P.O. Box 5, Suite 1505, Toronto, Ontario, M5H 2Y4, by telephone at 1-888-451-4519, by fax at 1-888-422-2865, by email at ombudsman@obsi.ca. The Financial Consumer Agency of Canada (FCAC) supervises federally regulated financial institutions to ensure that they comply with federal consumer protection laws. FCAC does not resolve individual customer complaints, but it can determine whether a financial institution is in compliance with federal consumer protection laws. You may contact FCAC by writing, 6th Floor, 427 Laurier Avenue West, Ottawa, Ontario K1R 1B9, or info@ fcac-acfc.gc.ca or by telephone at 1-866-461-3222. With respect to complaints concerning the protection of personal information, you may proceed as indicated above or contact the Office of the Privacy Commissioner of Canada, 30 Victoria Street, Gatineau, (Quebec) K1A 1H3, Toll-free: 1-800-282-1376.

## 10. Deposit Insurance

The Bank is member of the Canada Deposit Insurance Corporation (CDIC). To determine the eligibility of your deposit for CDIC coverage you should contact CDIC at info@cdic.ca or call 1-800-461-7232. A deposit to the CashPerformer or the U.S. CashPerformer is a "deposit" within the meaning of the Canada Deposit Insurance Corporation Act, provided the requirements of the CDIC are satisfied.

# 11. Right to Freeze or Withdraw

We reserve absolute discretion to freeze or withdraw funds related to any deposit in an Account for any reason without notice, if the funds are not dealt with in accordance with these Terms and Conditions or the law, or if, in our opinion, there is unusual, improper or suspicious activity related to the funds or the Account.

# 12. Liability for Damages Limited

You understand and agree that we will be liable to you only for direct damages resulting from our gross negligence, fraud or willful misconduct arising directly from the performance of our obligations in connection with the Account and we will not be liable to you for any other direct damages. In addition, we will not be liable to you for any other damages, including without limitation, indirect, incidental, special, punitive or consequential losses or damages, loss of profits or any other loss resulting directly or indirectly out of the services provided to you in connection with the Account.

# 13. Third Party Demands

We may comply with any lawful third-party demands that we receive in respect of the Account without notice. If we comply with a third-party demand, we may charge to the Account any reasonable costs of doing so.

# 14. Notification of Changes

If we introduce service charges or fees related to an Account or increase such service charges or fees at any time thereafter or change the features of the Account or amend these Terms and Conditions, we shall give written notice to you at least thirty (30) days before the effective date of the change. This written notice shall be drawn up clearly and legibly, setting out exclusively the new clause, or the amended clause and the clause as it read formerly and the date of the coming into force of the amendment. You may refuse the amendment and rescind the contract by sending us a notice to that effect no later than thirty (30) days after the amendment comes into force, if the amendment entails an increase in your obligations or a reduction in our obligations. Subject to applicable laws, any written notice related to the Account may be provided in electronic format.

# 15. No Assignment

You may not sell, assign, or transfer your deposit in the Account to any other person, unless such sale, assignment or transfer occurs or is authorized by law and our consent is obtained.

## 16. Termination

The Bank may terminate your Account on thirty (30) days' written notice to you or the Dealer as your agent, in which case we shall withdraw all funds in the Account for credit to your account. We reserve the right to terminate an Account for any reason in our absolute discretion and without notice, if an Account or any deposit in the Account is not dealt with in accordance with these Terms and Conditions, the law, or if, in our opinion, there is unusual, improper or suspicious activity in the Account, in which case the funds will be remitted to the Dealer for credit to your account.

## 17. Language

You have expressly requested that these Terms and Conditions and all related documents, including notices, be drawn up in the English language. Vous avez expressément demandé que ces conditions et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise