



Terms & Conditions

CANADA



About our Terms

This Account and Cardholder Agreement ("Agreement") is made up of three Parts:

Part 1 – The terms and conditions ("Terms") governing the electronic money account ("Sokin Account") which are between you and Plata Capital Canada Inc. doing business as Sokin ("Sokin"). Sokin is registered with the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) as a Money Service Business (MSB) with registration number M19963277 and with the Autorité des marchés financiers (AMF) as a MSB with the registration number 904693.

Part 2 – The terms and conditions ("Cardholder Agreement") governing the Sokin Prepaid Mastercard ("Sokin Card") which are between you and Peoples Trust Company ("PTC").

Part 3 – The Fees and Limits Schedule

IMPORTANT INFORMATION: Please read this Agreement carefully before activating your Sokin Account. This Agreement becomes effective and binding on you upon your activation or use of your Sokin Card or Sokin Account and for the entire period of validity of your Sokin Card and Sokin Account.

You can download or print the latest version of the above terms and conditions at any time from the Sokin App and/or request a paper copy from Customer Services.

If you do not agree with or accept any of these terms and conditions, you should close your Sokin Account, cancel your Sokin Card and stop using the Sokin App.

Part 1

DEFINITION AND INTERPRETATION

Under these Terms & Conditions:

"Applicable Law" means any applicable law (including but not limited to, any local law of the jurisdictions into which the Payment Services are offered), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any Scheme related to the issuance, sale, authorisation or usage of the services to be provided under this Agreement or such other rule as deemed valid by Sokin from time to time.

"Available Balance" means the value of funds loaded onto your Sokin Account which has not been used for Payment Services. For greater clarity, any Available Balance represents an unsecured claim against Sokin and is not insured by the Canada Deposit Insurance Corporation or by any other provincial insurer of deposits. Sokin combines your Available Balance with the Available Balance of others. Sokin is not a bank and does not take deposits.

You will not receive any interest on the Available Balance;

"Beneficiary" mean a third party who you wish to transfer funds to via Payment Services;

"Business Day" means any day other than a Saturday or a Sunday or a public or bank



holiday in Canada;

"Exchange Rate" means the price of one currency in terms of another currency;

"Fee" means any fee payable by you as referenced in the Fees and Limits Schedule;

"Fees and Limits Schedule" means the schedule referenced at the end of this Agreement, published on the Sokin Website and contained on the Sokin Mobile App;

"Foreign Exchange Contract" is a transaction that involves a contract for the exchange of one currency for another at an agreed Exchange Rate;

"Foreign Exchange Services" means the foreign exchange services provided by Sokin including quoting and execution of foreign exchange contracts to sell and buy currency;

"KYC" means "Know Your Customer" and constitutes our verification of your Personal Details.

"Merchant" means a retailer or any other person that accepts e-money.

"Payment Method" means bank transfer and payment instruments including, but not limited to, debit cards;

"Payment Services" means services provided by Sokin to you, including but not limited to, Remittance and Foreign Exchange Services;

"Person" refers to an individual or a legal entity under Canadian Law;

"Personal Details" and "Personal Data" each mean the registered personal identity details relating to the use of your Sokin Account including (but not limited to) your: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in our Privacy Policy.

"Regulatory Authority" means as the context requires, any Scheme and/or any regulator or agency having jurisdiction over PTC or Sokin related to the issuance, marketing, sale, authorization or usage of the Sokin Accounts, the Sokin Card, the Sokin Mobile App and the Sokin Website or services provided under this agreement, including without limitation FINTRAC.

"Remittance" refers to the transfer from your Sokin Account to a Beneficiary, or vice versa, as the case may be;

"Remittance Contract" refers to the remittance orders taken in whole based on your instructions over a period of time under lawful contractual terms;

"Remittance Details" includes details of the Beneficiary, source currency and amount to be converted and such other details and information as set out in the Sokin Mobile App;

"Remittance Order" means an instruction by you ordering Sokin to execute a Remittance payment based on the Remittance Details;



"Scheme" means Mastercard as applicable and as shown on your Sokin Card. Mastercard is a registered trademark and the circles design is a trademark of Mastercard International Incorporated;

"Sokin" means Plata Capital Canada Inc, Registered Office: 333 Bay Street, Suite 2400 Toronto ON M5H 2T6 with Corporation number 1130068-7;

"Sokin Account" means the electronic money account which you can open and use through the Sokin Mobile App. The present Terms and Conditions apply only to Canadian Sokin Accounts;

"Sokin Card" means any card issued to you in accordance with Part 2 of this Agreement;

"Sokin Customer Service" means the support team who can be contacted on the email address help@sokin.com for any support related queries;

"Sokin Materials" include any software (including without limitation the Sokin Mobile App, the API, developer tools, sample source code, and code libraries), data, materials, content and printed and electronic documentation (including any specifications and integration guides) developed and provided by Sokin or its affiliates to you, or available for download from the Sokin Website.

"Sokin Mobile App" means the mobile application provided by Sokin for the offering the Payment Services;

"Sokin Website" or "Website" means the website available at www.sokin.com ;

"Transaction" means using your Sokin Card to make (i) a payment, or a purchase of goods or services from a Merchant where payment is made (in whole or in part) by use of your Sokin Card including where payment is made over the internet, by phone or mail order or (ii) a cash withdrawal made from an ATM or bank using your Sokin Card;

"Username and Password" means a set of personal codes selected by you in order to access your Sokin Account;

"We", "us", "our" means Sokin;

"You", "your" means you, the natural person or legal entity in whose name the Sokin Account is opened and maintained and who has entered into this Agreement with us by virtue of your use of the Sokin Account.

1. OVERVIEW

1.1. By completing the Sokin Account opening process, you agree to be bound by this Agreement which is applicable to the Sokin Account and any Payment Services via your Sokin Account.

1.2. Your Sokin Card, and any payment services linked to the Sokin Card, are provided by PTC in accordance with the terms contained in Part 2 of this Agreement

1.3. Your Sokin Account allows you to:



I. send and receive money in the currencies that we support and which you nominate for your Sokin Account as selected by you from the currencies that we make available from time to time via the Sokin App;

II. convert your denominated currencies to a foreign currency; and

III. if you elect to be issued a Sokin Card, you can use it at any Merchant who accepts the Scheme to carry out Transactions.

2. YOUR SOKIN ACCOUNT

2.1 You can withdraw any Available Balance from your Sokin Account in accordance with this Agreement. However, we may need to confirm your identity beforehand. There is no minimum withdrawal amount but the Available Balance in your Sokin Account must be sufficient to cover any applicable fees due.

2.2 No person other than the Sokin Account holder has any rights in relation to the Available Balance in a Sokin Account, except in cases of succession. You may not assign or transfer your Sokin Account to a third party or otherwise grant any third party a legal or equitable interest over it. Your Sokin Account may be subject to limits related to uploads, payments, and withdrawals limits, depending on your country of residence, regulatory requirements, any pending verification queries related to your Sokin Account and other factors used by us to determine such limits from time to time at our sole discretion. For further information regarding any applicable limits please refer to the Fees and Limits schedule on the Sokin Website.

3. SOKIN ACCOUNT OPENING

3.1 When opening the Sokin Account, you must ensure that the information that we require from you to verify your identity and address either during the sign-up process or any time after is true, accurate, and complete. Failure to provide such additional details may delay your access to the Sokin Payment Services via the Sokin Mobile App.

3.2 By opening a Sokin Account, and utilising Payment Services, you represent and warrant to us that your opening of a Sokin Account does not violate any laws or regulations applicable to you. You shall pay us the amount of any losses incurred in connection with your breach of these terms. If you do not provide any verification information or cooperate as instructed with requests related to ID or address verification, within any deadline provided by us, this may impact the use of your Sokin Account.

3.3 You agree to only add Payment Methods to your Sokin Account if you are the named holder of the account for that Payment Method. We take any violation of this requirement very seriously and will treat any attempt to add a Payment Method of which you are not the named holder as a fraudulent act.

3.4 To apply for a Sokin Account, and undertake any Payment Services, you must be at least 18 and a resident in Canada.

3.5 You will have only one Sokin Account where your Available Balance is located. If we discover that you do have more than one Sokin Account, we may block your Sokin Accounts and terminate this Agreement.



4. SOKIN ACCOUNT MAINTENANCE

4.1 You must check all notifications and correspondence that we provide you with in accordance with section 13. We normally do this via the Sokin App and by e-mail unless we are required to do so in a more durable form.

4.2 Deposits, conversions, transfers received, transfers sent, transactions and withdrawals are displayed in your online transactions history on the Sokin Mobile App together with the date of receipt or transmission (the debit value date), any fees charged and, where applicable, any Exchange Rate used. You should check your Sokin Account balance and transaction history regularly. In the unlikely event that you notice any irregularities, you must contact Sokin Customer Service as soon as possible.

4.3 Subject to the provisions of this Agreement, in order to claim a refund for an unauthorised or incorrectly executed payment transaction on your Sokin Account you must notify us without undue delay after becoming aware of the unauthorised or incorrect transaction and in any event no later than 14 days after the debit date of the transaction.

4.4. You must take all reasonable steps to keep your Sokin Account password and any other security features safe at all times and never disclose them to anyone. Our personnel will never ask you to provide your password to us or to a third party. Any message you receive or website you visit that asks for your Sokin Account password or other security features, should be reported to us. If you are in doubt whether a message is genuine, you should contact Sokin Customer Service.

4.5 Sokin is not obligated to indemnify you for damages that arise out of your own gross or intentional fault.

4.6 We suggest you change your password regularly (at least every three (3) months) in order to reduce the risk of a security breach in relation to your Sokin Account. You should not choose a password that is easily guessed from information someone might know or gather about you or a password that has a meaning. You should ensure that you never allow anyone to access your Sokin Account or watch you accessing your Sokin Account. You must comply with the security procedures we tell you about from time to time.

4.7 You must immediately change your password and contact Sokin Customer Service immediately if you have any indication or suspicion of your Sokin Account login details, password, or other security feature is lost, stolen, or otherwise compromised. Sokin is not obligated to indemnify you for damages that arise out of your failure to notify us of a breach of your Sokin Account password or security.

4.8 We may suspend your Sokin Account and any Payment Services, or otherwise restrict the functionality of both on reasonable grounds relating to the security of the Sokin Account or any of its security features or if we reasonably suspect that an unauthorised or fraudulent use of your Sokin Account has occurred or that any of its security features have been compromised. We will notify you of any suspension or restriction and of the reasons for such suspension or restriction in advance or, where we are unable to do so, immediately after the suspension or restriction has been imposed, unless notifying you would be unlawful or compromise our reasonable security interests. We will lift the suspension and/or the restriction as soon as



practicable after the reasons for the suspension and/or restriction have ceased to exist.

4.9 If we think your Sokin Account is at risk of fraud or a security threat, we will use the fastest and most secure way of contacting you using the details you have provided to tell you what you need to do to help deal with that risk.

4.10 You must always ensure that your login details are not stored by or cached or otherwise recorded.

4.11 You must notify us of any change in your Personal Details as soon as possible by contacting Sokin Customer Services or updating the details in your Sokin App. You will be liable for any loss that directly results from any failure to notify us of a change in your Personal Details as a result of undue delay, your gross negligence or fraud. We will need to verify your new Personal Details and may request relevant KYC information/documents from you as applicable.

4.12 In accordance with applicable privacy law, we reserve the right at any time to satisfy ourselves as to your Personal Details (for example, by requesting relevant original documents) including for the purposes of preventing fraud and/or money laundering. In addition, at the time of your application or at any time in the future, in connection with your Sokin Account, you authorize us to undertake electronic identity verification checks on you either directly or using relevant third parties.

5. SOKIN ACCOUNT PAYMENT SERVICES

Uploads

5.1 You can upload funds into your Sokin Account via the Sokin Mobile App, by logging into you Sokin Account and following the relevant upload instructions. You may be presented with a number of different upload methods, depending on which Payment Methods are available in your country of residence. Upload methods are payment services provided by third party financial institutions (for example, the issuer of the payment card you use to upload funds or third party direct banking service providers) and are not part of our service. We reserve the right to change or discontinue the acceptance of any particular upload method. If we change or discontinue an upload method, we will notify you 30 days before such change comes into effect. If you disagree with the change, you can cancel your Sokin Account within 30 days of the change coming into effect. If you do not contact us within the 30 days following the change, we will consider that you have accepted the change. Our obligations under these terms and conditions being solely at the time of receipt of the amounts by Sokin.

5.2 If you upload funds using a Payment Method that may be subject to a right to claim funds back (a "Chargeback") such as (but not limited to) debit card or direct debit, you declare that you will not exercise such Chargeback other than for unauthorised use of the Payment Method or for a breach by us of these Terms of Use which would result in you having a right to a refund of the uploaded amount. Otherwise, you may not Chargeback any upload transaction or allow Chargeback of any upload transaction for reasons for which we are not responsible including (but not limited to) disputes with merchants for non-delivery of goods or services or insufficient balance on the Payment Method account. We reserve the right to charge you fees and expenses we incur in connection with such Chargeback and any action



undertaken to challenge the same as detailed within the Fees and Limits Schedule.

5.3 If a Chargeback or reversal of an upload transaction results in a negative balance in your Sokin Account, you will be required to repay such negative balance by uploading sufficient funds into your Sokin Account. Such negative balance will prevent any debit or outgoing transactions to be performed on your account until the negative balance becomes positive via the uploading of credit funds into your account.

5.4 Uploaded funds will be added to your Available Balance once the funds have been received by us. Funds may be added to your Available Balance immediately, but are subject to reversal if the actual funds do not reach us within a reasonable time in which case we will deduct such reversed transaction from the Available Balance. If your Available Balance is insufficient, we reserve the right to require repayment from you.

5.5 Uploads should only be made through a Payment Method if you are the named holder of that Payment Method. We take any violation of this requirement very seriously and will treat any attempt to use a Payment Method of which you are not the named holder as a fraudulent act.

5.6 Uploads may be subject to upload limits due to security, regulatory and legal requirements. We are not responsible for any loss or delay resulting from the impact of these limits.

Withdrawals.

5.7 You can request a withdrawal of all, or part of the Available Balance at any time. Withdrawal methods are payment services provided, at least in part, by third party financial institutions (for example, the bank where you hold a bank account). We do not guarantee the availability of any particular withdrawal method and may make changes to or discontinue a particular withdrawal method at any time, as long as there is at least one withdrawal method available to you. Where the withdrawal payment is received by you through the involvement of a payment service provider (such as the bank where you hold a bank account), we shall not be responsible for the withdrawal payment once the withdrawn funds are received by your payment service provider.

5.8 Your Sokin Account may be subject to withdrawal limits. These limits can be based on legal and regulatory requirements of the jurisdiction you are in. Before uploading any funds into your Sokin Account, you must ensure that your current withdrawal and spending limits meet your withdrawal and spending requirements as we legally cannot allow you to exceed these limits. If you require any further information on such limits, please contact Sokin Customer Services.

5.9 We may decline a withdrawal request if it exceeds the current limit, and if you have any outstanding identity verification requests on your Sokin Account. In such circumstances, we would require you to satisfy any outstanding verification requests prior to allowing a withdrawal of funds or to otherwise cooperate with us as required to satisfy such requests.

5.10 You must not make a withdrawal to a bank account or other Payment Method if you are not the named holder. We take any violation of this requirement very seriously



and will treat any attempt to use a Payment Method of which you are not the named holder as a fraudulent act.

5.11 You must ensure that the payment details confirmed by you when withdrawing funds are correct and complete. We will not be liable for withdrawn funds being sent to the wrong account where this is due to you providing and/or confirming incorrect payment details. You must ensure that the account number, sort code, IBAN and/or BIC/SWIFT are correct. If you have withdrawn funds to the wrong account, you may request that we assist you in reclaiming the funds. However, we may charge you an administration fee as detailed in the Fees and Limits Schedule and we cannot guarantee that the reclaim efforts will be successful.

Transfers

5.12 Within the Sokin Mobile App you are able to make transfers to a Beneficiary. To initiate a transfer you will need to add the recipient as a Beneficiary in accordance with the requirements listed on the Sokin Mobile App. You should only send money to a Beneficiary you know. Once the funds are debited from your Sokin Account, you will not be able to cancel or reverse the transaction.

5.13 You can carry out a transfer to a Beneficiary residing in any of the countries currently supported by Sokin. To view a list of these countries please refer to the Sokin Website. We may make changes to this list as required. If we change or discontinue an upload method, we will notify you 30 days before such change comes into effect. If you disagree with the change, you can cancel your Sokin Account within 30 days of the change coming into effect. If you do not contact us within the 30 days following the change, we will consider that you have accepted the change

5.14 If a potential Beneficiary is not a Sokin Account holder you will need to initiate the email link option, within the adding Beneficiary functionality on the Sokin Mobile App so that the Beneficiary can sign up. Once the Beneficiary has signed up, they can be added as a Beneficiary in accordance with the requirements listed on the Sokin Mobile App.

5.15 Once the Beneficiary has been added you can elect the currency in which to make the transfer. Transfers can only be initiated to the value of cleared funds of your Available Balance. In the event that a transfer is initiated to a value greater than cleared funds of your Available Balance, the transaction will not be processed.

5.16 In the event that a transfer is being made in a currency other than the currency of your Available Balance, a foreign exchange conversion will be undertaken on your behalf. On initiating the foreign exchange conversion you will be provided with a quote detailing the amount to be debited from your Available Balance and the amount to be provided to Beneficiary with a conversion rate.

5.17 Upon receiving the quote from Sokin, the Customer may enter into a Foreign Exchange Contract at the price quoted by Sokin by clicking accept on the Sokin Mobile App. However Sokin is in no way obliged to accept the Customer's offer to enter into a Foreign Exchange Contract and, without limitation, is not obliged to accept the Customer's offer to enter into said contract, if the Customer has exceeded or would exceed a predetermined limit imposed on the Customer under these Terms & Conditions; or where the Customer does not have cleared funds within the Sokin Account to facilitate the transaction.



5.18 Sokin will issue to the Customer an electronic confirmation via email once the Foreign Exchange Contract has been concluded via the Sokin Mobile App. Failure by Sokin to issue a confirmation will not prejudice or affect the relevant Foreign Exchange Contract. Sokin will not bear any liability whatsoever resulting from the failure to issue a confirmation.

5.19 Transfers may be subject to transfer limits due to security, regulatory and legal requirements. We are not responsible for any loss or delay resulting from the impact of these limits. You should be aware that the Beneficiary of a payment may also be subject to withdrawal limits and that this may affect the Beneficiaries' access to the funds you intend to send.

5.20 To transfer money using our Payment Services to a Beneficiary, we may use one of our payment partners to complete the transfer. Therefore, when providing this service, the funds will be instantly credited to the relevant payment partner. The payment partner shall then be responsible for ensuring the onward transmission of the payment to the Recipient. Without prejudice to section 9, our obligations under these Terms & Conditions for the onward transmission of funds shall be complete once such funds have been credited by us to the relevant payment partner.

Receiving Funds

5.21 If you receive funds, a notification message will be sent via the Sokin Mobile App and display the payment as a "Receive Money" transaction in your transactions history, together with the date of receipt (the credit value date), the fees charged and, where applicable, any exchange rate used. Each transaction is given a unique transaction ID and shown in the transaction history. We will not alter or amend information displayed in your online transaction history. You should regularly reconcile incoming, and outgoing, payments with your own records.

5.22 You should be aware that receipt of funds does not necessarily mean that these transactions cannot be reversed. We reserve the right to reverse a payment if the payer has charged back or otherwise reversed (or is reasonably likely to Chargeback or otherwise reverse) an upload or other payment which was used to fund the payment.

Prohibited Transactions

5.23 It is strictly forbidden to send or receive payments, using your Sokin Account as consideration for the sale or supply of: tobacco products, prescription drugs, drugs and drug paraphernalia, weapons (including without limitation, knives, guns, firearms or ammunition), satellite and cable TV descramblers, material which incites violence, hatred, racism or which is considered obscene, government IDs and licences including replicas and novelty items and any counterfeit products, unlicensed or illegal lotteries or gambling services (including without limitation the use of or participation in illegal gambling houses), unregistered charity services, items which encourage or facilitate illegal activities, prepaid debit cards or other stored value cards that are not associated with a particular merchant and are not limited to purchases of particular products or services, third party processing or payment aggregation products or services, multi-level marketing, pyramid selling or ponzi schemes, matrix programmes or other "get rich quick" schemes or high yield investment programmes, goods or services that infringe the intellectual property rights of a third party, un-coded/ miscoded gaming, remittance services, timeshares or property reservation payments



(On and Off Plan). We reserve the right, in our sole discretion, to add categories of prohibited transactions by adding such categories either to this Agreement or an acceptable use policy published on the Website.

5.24 It is strictly forbidden to make payments, using your Sokin Account, to or to receive payments from persons or entities offering illegal gambling services, including (but not limited to) illegal sports betting, casino games and poker games. We may suspend or terminate your Sokin Account at any time or refuse to execute or reverse a transaction if we believe that you directly or indirectly use or have used your Sokin Account for or in connection with illegal gambling transactions. This list is not exhaustive and it is your responsibility to ensure that you do not use our services for transactions that may be considered illegal in your jurisdiction.

5.25 It is strictly forbidden to use your Sokin Account for any illegal purposes including but not limited to fraud and money laundering. We will investigate and report any suspicious activity to the relevant law enforcement agency. We reserve the right to charge you in our sole discretion an administration fee as detailed in the Fees and Limits Schedule for every investigation we undertake into any such suspicious activity, including where we get notified thereof by any third party whom we partner with. You are prohibited from using your Sokin Account in an attempt to abuse, exploit or circumvent the restrictions imposed by a merchant or any third-party provider on the services it provides.

5.26 If you conduct or attempt to conduct any Transaction in violation of the prohibitions contained in this section, we reserve the right to: reverse the transaction; and/or close or suspend your Sokin Account; and/or report the transaction to the relevant law enforcement agency; and/or claim damages from you; and charge you an administration fee as detailed in the Fees and Limits Schedule if we apply any of the above.

5.27 It is your and not our responsibility to ensure that you only send payments to or receive payments from persons or entities in compliance with any applicable laws and regulations. The mere fact that payments are made through your Sokin Account by us is not an indication of the legality of the supply or provision of any goods and services. If you are in doubt as to the legality of a supply or purchase, you should not continue with your payment.

6. SOKIN ACCOUNT CLOSURE

6.1 You may close your Sokin Account via the Sokin Mobile App. You must have a nil balance and not have any disputes or chargebacks which are still pending at the time of the closure prior to instructing the closure. Should there be any negative balances onto your account due to outstanding disputes or chargebacks, these will need to be removed or resolved before your Sokin account can be closed. We reserve the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorising any withdrawal of your funds. For any assistance required contact Sokin Customer Services, and we will attempt to assist you as far as is reasonably practicable.

6.2 After the closure of your account, you will not be able to access your Sokin Account. You will need to complete the account opening formalities via the Sokin Mobile App if you wish to utilise Payment Services via a Sokin Account.



6.3 If you want to access your transaction history after the closure of your Sokin Account, you will need to contact Sokin Customer Service and request the information. You may do so for a period of seven years from the date of closure of your Sokin Account.

6.4 We shall have the absolute right to set-off, transfer, or apply sums held in your Sokin Account in or towards satisfaction of all or any liabilities and fees owed to us that have not been paid or satisfied when due.

7. FEES

7.1 Fees payable are dependent on the Sokin Account type and level of Payment Services accessed as detailed in the Fees and Limits Schedule. You can view the Fees at any time in the fee summary section of our Sokin Mobile App.

7.2 By accepting this Agreement, you confirm you have read and agree to be bound by the fees detailed in the Fees and Limits Schedule.

7.3 We will deduct our Fees from your Sokin Account balance. If your Sokin Account balance is insufficient to cover the fees, we may refuse to execute any Payment Services. Reversal or chargeback fees will be deducted when incurred.

7.4 If the deduction of fees, reversal or chargeback fee results in a negative Sokin Account balance, you will be required to repay such negative balance by uploading sufficient funds into your Sokin Account.

7.5 If you elect for the Premium service you elect to pay a subscription fee and your Sokin Account does not hold sufficient funds to cover such fee, by signing up to the subscription service and agreeing to these Terms & Conditions, you agree for such fee to be deducted from the bank details provided when you signed up or the card details stored in the Sokin App.

7.6 The subscription fee related to the Premium service is charged monthly in advance. In the event that you cancel the subscription mid-month you will not receive a refund but will continue to receive the service for which the subscription was paid for the rest of the period.

8. LIABILITY

8.1. If we execute an unauthorised payment or make a payment in error, we shall, as soon as practicable, refund the payment amount including any fees deducted therefrom.

8.2. The provisions of 8.1. do not apply if:

I. the unauthorised payment arises from your failure to keep the personalised security features of your Sokin Account safe in accordance with this Agreement,

II. the transaction is unauthorised, but you have acted fraudulently or compromised the security of your Sokin Account with intent or gross negligence,

III. if you fail to dispute the unauthorised or incorrectly executed transaction within 14 days from the date of the transaction, or



IV. you are otherwise in breach of this Agreement. in each case you will be liable for any such losses to the extent that they arise from the above.

8.3 In the case of any incorrect or misdirected payment, we shall take reasonable measures to assist you with tracing and recovering such payments.

8.4 We will not be liable to you if your contact details have changed and you have not told us.

8.5 We shall not be liable for any disruption or impairment of our service or for disruptions or impairments of intermediary services on which we rely for the performance of our obligations hereunder, where it is due to abnormal and unforeseeable circumstances beyond our reasonable control or the control of the intermediary affected.

8.6 We will try to make sure our Sokin App and Payment Services are available to you when you need them. However, we do not guarantee that these will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of the Sokin App or Payment Services without notice. We will not be liable to you if for any reason our Sokin App or Payment Services are unavailable at any time or for any period.

8.7 Nothing in these Terms & Conditions shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.

8.8 Our obligation under these Terms & Conditions is limited to providing you with an electronic money account and related payment services and we do not make any statement in relation to or endorsement of the quality, safety or legality of any goods or services provided by a Sokin customer or intermediary.

8.9 We shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from your use of the Sokin Account or services provided in these Terms & Conditions.

8.10 You agree to indemnify us and the other members of our corporate group from any claim, demand, expenses or costs (including legal fees, fines or penalties) that we incur or suffer due to or arising out of your breach of these Terms or Condition or any agent acting on your behalf. This provision shall survive termination of the relationship between you and us.

8.11 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

8.12 The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement. For all intents and purposes of law, we are appearing hereon also as agents for our affiliates such as the Schemes, and other suppliers, contractors, distributors and any of their respective affiliates (if any), limitedly for the purpose of this clause.



9. YOUR PERSONAL DATA

9.1 We will manage and protect your personal data in accordance with all applicable data protection laws. For full and comprehensive information about when and why we collect personal information about you, how we use it, the conditions under which we may disclose it and how we keep it secure, please refer to our Privacy Policy which is provided to you at the time we collect your personal data and which can be found on the Sokin Website and in the Sokin App.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 You may use the Sokin Materials to receive the services that we provide via your Sokin Account. In consideration of you agreeing to abide by the terms of this Agreement, Sokin grants you a non-transferable, non-exclusive licence to use the Sokin App on your device subject to this Agreement. Sokin reserves all other rights.

10.2 Sokin licenses the use of the Sokin App to you on the basis of this Agreement and subject to any rules and policies applied by any Appstore provider or operator whose sites are located at App Store and Google Play. Sokin does not sell the Sokin App to you. Sokin remains the owners of the Sokin App at all times.

10.3 From time-to-time updates to the Sokin App may be issued through App Store or Google Play. Depending on the update, you may not be able to use our Payment Services via the Sokin App until you have downloaded the latest version of the App and accepted any new terms.

10.4 You must not, and may not attempt to, directly or indirectly:

- I. transfer, sublicense, or otherwise grant rights in the Sokin Materials to any person or entity;
- II. modify, copy, tamper with or otherwise create derivative works of any software included in the Sokin Materials; or
- III. reverse engineer, disassemble, or decompile the Sokin Materials or apply any other process or procedure to derive the source code of any software included in the Sokin Materials.

11. TERMINATION AND SUSPENSION

11.1. We may terminate your Sokin Account, or any Payment Service associated with it by giving you 60 days prior notice which we shall send to the most recent email address with which you have provided us. You may terminate your Sokin Account with us at any time.

11.2 We can suspend your Sokin Account, restrict its functionality or terminate this Agreement at any time with immediate effect if:

- i. You haven't given us the information we need or we believe that any of the information that you have provided to us was incorrect or false; or
- ii. a Transaction has been declined because of a lack of Available Balance or you do not repay money that you owe to us; or
- iii. you fail to provide the Personal Data necessary for us to comply with our legal



obligations and to fulfil this Agreement; or

iv. we reasonably suspect that the security of the Account has been compromised or that you, or any third party, have used, or intend to use the Account in a grossly negligent manner or for fraudulent or other unlawful purposes; or

v. we believe that your use of the Account may result in harm to us or our systems; or

vi. we believe that your continued use of the Account may damage our reputation; or

vii. you become bankrupt; or

viii. we are required to do so under Applicable Law or where we believe that continued operation of the Payment Services may be in breach of Applicable Law; or

ix. we cannot process some or all of your Transactions due to the actions of third parties; or

x. you have breached this Agreement.

11.3 In the event that we do suspend or terminate your Account then, where lawfully permitted, we shall notify you in advance or as soon as possible afterwards.

12. AMENDMENTS TO THESE TERMS & CONDITIONS

12.1 We may change these Terms & Conditions in accordance with this clause 12 by providing two months' advance notice to you via the Sokin Mobile App and via email to the primary email address registered with your Sokin Account.

12.2 Changes to any exchange rates shall come into effect immediately without notice and you shall not have the right to object to such a change.

12.3 If you object to the changes, they will not apply to you. However, any such objection within the two-month notice period shall constitute a notice by you to terminate and close your Sokin Account and Sokin Card. Your Sokin Account will be closed in accordance with the provisions of section 11 above. You will be deemed to have accepted any change to this Agreement unless you notify us before the proposed date of the change.

12.4 If any part of this Agreement, or any subsequent change, is inconsistent with any regulatory requirements, then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

13. COMMUNICATION BETWEEN YOU AND US

13.1. We will correspond with you via notifications in the Sokin App or email unless relevant legislation or regulations require us to correspond in print form, in which case we will also correspond in print form. You must maintain a valid email address in your Sokin Account profile. You are required to check for notifications on the Sokin Mobile App and on the email address provided regularly and frequently.



13.2. You may contact us at any time by sending an email to Sokin Customer Service at the support email address help@sokin.com

14. COMPLAINTS

14.1 You should address any complaints about us, or the services we provide, to: complaints@sokin.com. You should clearly indicate that you are wishing to make a complaint to us. A copy of our Complaints procedure is available on the Sokin Website.

14.2 We endeavour to provide you with an answer or resolution to your complaint within the timeframes as outlined in our Complaints procedure, which can be found on our Website. Should this not be possible due to unforeseen circumstances or lack of information, we will contact you.

14.3 In the unlikely event that we are unable to resolve your issue to your satisfaction you have the right to refer your complaint to the Financial Consumer Agency of Canada

427 Laurier Avenue West, 6th Floor
Ottawa, ON, K1R 1B9

Tel.: 1-866-461-3222 <https://www.canada.ca/en/financial-consumer-agency.html>

15. MISCELLANEOUS

15.1 This Agreement is governed by Canadian law.

15.2 You agree to the non-exclusive jurisdiction of the courts of Canada.

15.3 The English language version of this Agreement and of any communications and Website content will prevail over any other language version which we may issue from time to time.

15.4 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

15.5 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

15.6 You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until your Sokin Account has been closed and all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits under this Agreement to a third party and may subcontract any of our obligations under this Agreement.

16. THIS SECTION IS NOT APPLICABLE TO QUEBEC CONSUMERS

We shall not be liable for any loss arising out of your failure to check the correspondence that we send you. We shall not be liable for (i) any loss of profits, loss of business, or any indirect, consequential, special or punitive losses; (ii) any loss arising from any use of the Payment Services that is contrary to this Agreement; (iii) any goods or services that are purchased via the Sokin Account; and (iv) for any damages due to loss, fraud or theft that you have reported to us later than 14 days of



the event. Where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount. We may withhold an amount equivalent of any losses incurred in connection with your breach of this term. Failure to comply with section 4.4 may affect your ability to claim any losses in the event that we can show that you have intentionally failed to keep the information safe, or you have acted fraudulently, with undue delay or with gross negligence. Any undue delay in notifying may result in you being liable for any losses. We shall not be responsible for the upload payment until the uploaded funds are received by us.

Part 2

Sokin Prepaid Mastercard® Card Cardholder Agreement

IMPORTANT INFORMATION: Please read this Agreement carefully and retain a copy for your records.

This Agreement applies to your use of the Sokin Card. By activating, signing and/or using the Sokin Card, you are agreeing to these terms and conditions and fees outlined below.

INFORMATION DISCLOSURE SUMMARY (detailed terms and conditions will follow):
Card issuer: This card is issued by Peoples Trust Company under licence by Mastercard International Incorporated.

Card information and Balance: For up-to-date Card terms and conditions, to obtain the expiry date of your Card, if you have questions regarding the Balance the Sokin Card is linked to, or to log a complaint, you may call customer service at 1-833-365-2342 or visit www.sokin.com.

Card restrictions:

- You must be of age of majority in the province or territory where you purchase the Card.
- Cardholders Card(s) are restricted to only accessing one Balance. The Card(s) are restricted to the one person who holds the Balance. You may not resell the Cards.
- Use of the Sokin Card in certain countries may be restricted by law.
- You do not have the right to stop the payment of any transaction you conduct with the Sokin Card.
- Regular pre-authorized debit (PAD) transactions, where you authorize a company or organization to withdraw funds from the Sokin Card, are not permitted. All PAD transactions will be rejected and Peoples Trust will not be liable for any costs incurred by you as a result.
- You may not use your Sokin Card to commit for any illegal, improper or prohibited activity.
- The Sokin Card may be deactivated at any time if fraud, related to the Sokin Card or use of the Sokin Card, is suspected.



- You must not use the Sokin Card as consideration for the sale or supply of the following: drugs and drug paraphernalia, weapons (including without limitation, knives, guns, firearms or ammunition), satellite and cable TV descramblers, material which incites violence, hatred, racism or which is considered obscene, government IDs and licences including replicas and novelty items and any counterfeit products, unlicensed or illegal lotteries or gambling services (including without limitation the use of or participation in illegal gambling houses), unregistered charity services, shell banks or companies, extreme political organisations, pawnbrokers, money transfer services, items which encourage or facilitate illegal activities, prepaid debit cards or other stored value cards that are not associated with a particular merchant and are not limited to purchases of particular products or services, third party processing or payment aggregation products or services, multi-level marketing, pyramid selling or ponzi schemes, matrix programmes or other "get rich quick" schemes or high yield investment programmes, goods or services that infringe the intellectual property rights of a third party, un-coded/miscoded gaming, remittance services, timeshares or property reservation payments (On and Off Plan). We reserve the right, in our sole discretion, to add categories of prohibited transactions by adding such categories either to this Agreement or an acceptable use policy published on the Website.
- It is strictly forbidden to make payments using your Sokin Card, or to receive payments into your Sokin Account, from persons or entities offering illegal gambling services, including (but not limited to) illegal sports betting, casino games and poker games. We may suspend or terminate your Sokin Account at any time or refuse to execute or reverse a transaction if we believe that you directly or indirectly use or have used your Sokin Account for or in connection with illegal gambling transactions. This list is not exhaustive and it is your responsibility to ensure that you do not use our services for transactions that may be considered illegal in your jurisdiction.
- Your use of the Sokin Card is subject to the fees and limits detailed in the Fees & Limits Schedule, which shall be deducted from the available Balance. Fees and limits may vary according to the type of Sokin Card.
- Unless we inform you otherwise, you can use the Sokin Card at any Merchant who accepts Mastercard to carry out Transactions.
- You must always ensure that you have sufficient available Balance for each Transaction you authorise (including value added tax and other taxes, duties and applicable fees). If the available Balance is insufficient to pay for a Transaction, some Merchants may not permit you to combine the use of your Sokin Card with other payment methods.
- Your Sokin Card cannot be used where such Merchants are unable to obtain online authorisation that you have sufficient available Balance for the Transaction (for example, Transactions made on trains, ships, some in-flight purchases and tollbooths). We accept no liability if a Merchant refuses to accept payment using the Sokin Card.
- We do not recommend using a Virtual Sokin Card to purchase an item over the internet that subsequently would require the presentation of a physical reference device in order to obtain that item. Examples include certain theatre ticket purchases, hotel stays, car rentals, and online purchases picked up in person.
- The Sokin Card is not eligible for protection under any Zero Liability policy. (<http://www.mastercard.ca/zero-liability.html>).



- The Sokin Card is subject to maximum transaction limits, as set out below. Peoples Trust may change these limits in accordance with Applicable Law and will post notice on www.sokin.com at least thirty (30) days in advance of the date such change is to come into effect. The change will take effect on the date indicated in the notice. In addition, on the date of such change you may be required to accept the changes via the Sokin App. Failure to accept the changes may impact your continued use of the Sokin Account and Sokin Card. Your continued use of the Sokin Card, after the change to the limits has come into effect, will be taken as your acceptance of that change. Please refer to Part 3 of this document for further information regarding the applicable Fees and Limits.

Card expiry and access to funds: Your right to use the funds in your Sokin Account accessible through the Sokin Card does not expire. After the "good thru" date, contact customer service for instructions on how to receive a replacement Sokin Card. Funds utilized through the Sokin Card are not insured by the Canada Deposit Insurance Corporation.

Who Holds the Balance in your Sokin Account: Your Soking Account and related payment services are offered and administered by Plata Capital Canada Inc. doing business as Sokin ("Sokin"). The Balance in your Sokin Account is held by another service provider of Sokin. Peoples Trust Company does not hold the Balance in your Sokin Account. The Sokin Card enables you to access the Balance in your Sokin Account as long as you act in accordance with this Agreement.

Who Administers your Sokin Account: Sokin administers your Sokin Account and connects with third parties to bring you certain features of your Sokin Account (such as upload of funds to the Sokin Account, withdrawal of funds from the Sokin Account, and transfer of funds to a beneficiary).

Sokin is a service provider for Peoples Trust Company for the purposes of managing some aspects of the Sokin Card, such as providing Balance information to you and delivering communications from Peoples Trust Company to Cardholders through the Sokin App or using contact details provided through the Sokin App. Where relevant to our relationship with you those services are referenced in this Cardholder Agreement. Sokin may offer and provide services to Cardholders as a service provider to the Cardholders, and not on behalf of Peoples Trust Company. Those Sokin services provided to you by Sokin are subject to the agreements, if any, between you and Sokin. PEOPLES TRUST COMPANY DOES NOT PROVIDE THOSE SOKIN SERVICES AND IS NOT RESPONSIBLE FOR THEM, OR ANY LOSS, HARM OR DAMAGE OF ANY KIND YOU MAY SUFFER AS A RESULT OF USING SOKIN SERVICES ON ANY THEORY OF LIABILITY, LEGAL, EQUITABLE OR OTHERWISE.

Fees: Please refer to Part 3 of this document for details regarding the fees that may be imposed upon the Sokin Card. You acknowledge being advised of the fees and agree to pay all fees charged under this Agreement.

Lost or stolen card or PIN: You must take all reasonable steps to protect the Sokin Card and/or PIN against loss, theft, or unauthorized use. You should not maintain a written record of, or disclose the PIN to a third party, including family members and friends. If you lose the Sokin Card and/or PIN or you become aware that the PIN may have become known to someone else, you can block the Sokin Card via the Sokin App or you can call customer service immediately at 1-833-365-2342 . Avoid PIN



combinations that may be easily guessed by others. All transactions carried out on the Sokin Card before you notify us will be considered to have been made by you. If you forget the PIN, you can retrieve the PIN via the Sokin App. The PIN may be disabled on the Sokin Card if an incorrect PIN is entered three (3) times. If the PIN is disabled, please call customer service at 1-833-365-2342 for assistance. If the PIN is disabled, or if a merchant does not accept chip and PIN transactions, you will be required to sign for any transactions at merchants, provided that this is supported by and acceptable to the merchant.

Split tender transactions: If the Balance accessible by your Sokin Card is insufficient to cover the full Transaction Amount, you may request the merchant to conduct a split tender transaction, which is where you use the Sokin Card as partial payment of the Transaction Amount and then pay the remainder of the amount with another form of payment (e.g. cash, cheque, credit or debit). If you fail to inform the merchant that you would like to complete a split tender transaction prior to swiping your Sokin Card, your Sokin Card may be declined. Some merchants may require payment for the remaining Balance in cash. Merchants do not have to and may not agree to accept split tender transactions.

Key Cardholder Responsibilities under this Agreement:

- You must take all reasonable steps to protect the Sokin Card (and PIN, if applicable) against loss, theft, or unauthorized use. If you lose the Sokin Card (or PIN), you must call customer service immediately.
- You must activate and/or sign the Sokin Card as instructed upon receipt of the Sokin Card.
- You must surrender the Sokin Card to us immediately upon request by us.
- You must ensure that there is a sufficient Balance to cover the full amount of transactions made with the Sokin Card.
- If your information, associated with the Sokin Card, changes, you must notify us of the change(s).
- If you become aware that your information, associated with the Sokin Card, is incorrect, you must notify us of the correct information.
- If you find an error in any transaction record, you must communicate the error to the merchant with whom you made the transaction.
- If you wish to dispute a transaction on your Sokin Card, you must notify us in writing of your dispute within fourteen (14) days of the transaction date.
- You must only use our online resources as set out in 'Website and Availability', below.

DETAILED TERMS AND CONDITIONS:

Definitions:

The following Definitions apply to this Part 2 of the Terms and Conditions. Any definitions not stated here will take the meaning as detailed within Part 1 of the Terms and Conditions.



- 'Amendment' refers to any change to a term or condition of this Cardholder Agreement or to the addition of a new term or condition.
- 'Applicable Law' means, in relation to any person, property, transaction or event, all applicable provisions of: (a) statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, treaties, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority; and (d) any bylaw, operating rule or regulation of Mastercard, in each case applicable to or binding upon such person, property, transaction or event.
- 'Balance' means the funds available in your Sokin Account.
- 'Cardholder' means you or any other person who has received, activated, signed or used the Sokin Card.
- 'Cardholder Agreement' means this Sokin Prepaid Mastercard Cardholder Agreement between Peoples Trust and the Cardholder and all documents that are expressly referred to in this agreement, which govern your use of the Sokin Card, as amended from time to time.
- 'Foreign Exchange Charge' means any applicable foreign exchange service charge as detailed within Part 3 of this agreement and charged to you for each foreign currency transaction.
- 'Governmental Authority' means the government of Canada or of any other nation, or of any political subdivision thereof, whether state, provincial, territorial or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supra-national bodies, a Minister of the Crown, the Office the Superintendent of Financial Institutions or other comparable authority or agency.
- 'Mastercard' means Mastercard Incorporated, and its affiliates, successors and assigns.
- 'Mastercard Conversion Rate' means the rate that we pay to Mastercard to convert foreign currency to Canadian currency plus the Foreign Exchange Charge.
- 'Mastercard Identity Check®' means the Mastercard Identity Check service, a program which is designed to help make shopping online more secure.
- 'PCI DSS' means a multifaceted security standard defined by Payment Card Industry Security Standards Council and includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures.
- 'Peoples Trust' means Peoples Trust Company and its affiliates, successors and assigns.
- 'PIN' means a Personal Identification Number used with your Sokin Card for POS transactions or at ATMs for additional security.



- 'POS' means point of sale, where you can use the Sokin Card to purchase goods or services from a merchant.
- 'Sokin' means Plata Capital Canada Inc.
- 'Sokin Account' means the account you created with Sokin under the Sokin Terms and Conditions (Part 1).
- 'Sokin App' means the Sokin desktop application or mobile application operated by Sokin and available from the App Store and Google Play™.
- 'Sokin Card' refers to the Sokin Prepaid Mastercard card activated, received, signed or used by the Cardholder.
- 'Transaction Amount' is the amount that is debited from the Balance in connection with your use of the Sokin Card to purchase goods or services, which includes the amount of the Balance to be transferred, the Sokin Card service charges and the taxes imposed to complete the transaction.
- 'we', 'us', and 'our' mean Peoples Trust and our assignees.
- 'Website' means www.sokin.com.
- 'you', 'your', and 'yours' mean the Cardholder.

Acceptance: This Cardholder Agreement constitutes a binding agreement between you and us with respect to the terms of use of the Sokin Card.

The Sokin Card: The Sokin Card is a prepaid Mastercard card that can be used anywhere that Mastercard is accepted, including mail order, online, telephone and POS retail merchants, subject to the terms of this Cardholder Agreement.

Activating the Sokin Card: The Sokin Card cannot be used for any purpose until it has been activated in accordance with the instructions on the envelope in which your Sokin Card is delivered and signed by you on the back of the Sokin Card where indicated.

Ownership and Use of the Sokin Card: To use the Sokin Card, simply present the Sokin Card at the time of payment and enter your PIN (or sign the receipt with the same signature you used when you signed the Sokin Card). The Sokin Card can be used to pay the full amount of the purchase and applicable taxes, so long as the Balance remaining on the Sokin Card is sufficient. The Sokin Card is, and will remain, our property; resale of the card is not permitted. The Sokin Card is not a credit card, charge card, or debit card, and its usage will not enhance nor improve your credit rating. No interest dividends or other earnings or returns will be paid on the Sokin Card. Neither the Sokin Card nor the Balance is a deposit account. You have no right to write cheques on, or demand repayment of, the outstanding Balance on the Sokin Card, but are strictly limited to the right to use the Sokin Card, in accordance with this Cardholder Agreement, as payment for goods and services from merchants who accept Mastercard.

As you use the Sokin Card, the Sokin Card's Balance will be reduced by the full amount of each purchase including taxes, charges and other fees, if any. If you use the Sokin Card for card-not-present transactions (for example, transactions performed by Internet, mail or phone), the legal effect is the same as if you used the physical Sokin Card. The Sokin Card can be used without a PIN to make purchases online. You should



retain the receipt as a record of the transaction.

The Sokin Card includes a PIN that can be used to withdraw any Balance available on the Sokin Card in cash at any ATM displaying the Mastercard or Cirrus® acceptance marks. When you use the Sokin Card at an ATM, the amount of the withdrawal, plus any applicable fees and taxes, will be deducted from the available Balance associated with your Sokin Card.

Your Sokin Card can also be used at any POS that accepts Mastercard contactless transactions, subject to merchant purchase limits.

You are solely and completely responsible for the possession, use, and control of the Sokin Card. You must surrender the Sokin Card to us immediately upon request by us. The Sokin Card is provided to you only. If you authorize another person to use the Sokin Card, you agree, to the extent permitted by law, that you will be liable for all transactions arising from use of the Sokin Card by such person.

You agree that, if a merchant requires that you sign a sales draft, we are not required to verify your signature on any sales draft prepared in connection with a transaction on the Sokin Card and we may authorize and process a transaction even if the signature on the sales draft is different than the signature on the Sokin Card. You do not have the right to stop the payment of any transaction you conduct with the Sokin Card. We are not liable to you for declining authorization for any transaction, regardless of our reason. We may, in our sole discretion, cancel or suspend any features or services of the Sokin Card at any time, with or without cause, with thirty (30) days' notice to you or as otherwise required by Applicable Law.

By registering the Sokin Card with the Mastercard Identity Check service and shopping online at Mastercard Identity Check enabled merchants, the Sokin Card can only be used by you to make online purchases.

You should receive a paper record of each POS transaction or ATM transaction for which you use the Sokin Card. If you identify an error in any transaction record, you must address the error directly with the merchant or ATM operator. It is your responsibility to obtain such record and ensure that it is accurate. We are not responsible for providing you with any transaction record or periodic statement.

Some merchants (including, but not limited to, restaurants, hotels, or car rental companies) may pre-authorize the Transaction Amount for the purchase amount plus up to 20% (or more) above the purchase amount to ensure that there are sufficient funds available on the Sokin Card to cover any tips or incidental expenses. In such cases, your transaction will be declined if the Balance will not cover the Transaction

Amount plus the additional pre-authorization percentage.

A pre-authorization will place a hold on an amount of your available Sokin Card funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the pre-authorization amount on hold in excess of that final payment amount will be released.

During the hold period, you will not have access to the pre-authorized amount.

Loading Funds: The Sokin Card is linked to your Sokin Account. Funds can be loaded



to your Sokin Account as detailed in Part 1. Once these Funds are within your Sokin Account they can be utilized via the Sokin Card.

Funds utilized through the Sokin Card are not insured by the Canada Deposit Insurance Corporation.

Information About Balance: There is no balance held on your Sokin Card. It is your responsibility to ensure that there is a sufficient funds within your Sokin Account to cover transactions plus any pre-authorized amounts. To obtain the current Balance amount, or the transaction history, please refer to the Sokin App. The Balance will reflect all transactions that have been posted to our system. You are not allowed to exceed the Balance available on the Sokin Card for any transaction.

If you attempt to use the Sokin Card when there is insufficient Balance available to cover the full Transaction Amount, the transaction in most instances will be declined. However, if due to a systems malfunction or for any reason whatsoever, a transaction occurs despite insufficient Balance on the Sokin Card, creating a negative amount, you agree to reimburse us, upon request, for the amount of the Transaction Amount in excess of the Balance.

Transactions Made in Foreign Currencies: We may convert transactions made in a foreign currency to Canadian dollars using the Mastercard Conversion Rate in effect on the day the transaction is posted to your Sokin Card. The Mastercard Conversion Rate in effect on the posting date may differ from the rate in effect on the date of the transaction.

However, if a foreign currency transaction is refunded to your Sokin Card, the Mastercard Conversion Rate used to convert your refund to Canadian dollars for the Sokin Card is the rate that we pay to Mastercard minus the Foreign Exchange Charge. Additionally, the rate that we pay to Mastercard may not be the same as the rate that existed on the date the transaction was refunded. For these reasons, the amount that is credited to your Sokin Card for a refund of a foreign currency transaction will, in most cases, be less than the amount that was originally charged to the Sokin Card for that transaction.

Protection Against Loss, theft, or Unauthorized Use: If your Sokin Card is lost or stolen, you can block your card via the Sokin App. If you are unable to access the Sokin App you can contact Customer Service at [insert number] to block your card. A replacement Sokin Card can be ordered via the Sokin App which will be linked to your Sokin Account. We will have a customer service representative available seven (7) days a week, twenty-four (24) hours a day that will allow immediate cancellation of the Sokin Card upon your request. The Sokin Card can also be temporarily or permanently blocked via the Sokin App. We recommend that you write down the Sokin Card number and the customer service number in case the Sokin Card is lost or stolen. You agree, to the extent permitted by Applicable Law, to cooperate with us in our attempts to recover from unauthorized users and to assist in their prosecution.

The Mastercard Zero Liability Policy applies to purchases made in-store, via telephone, online, or from a mobile device, as well as transactions at an ATM. As a cardholder, you will not be held responsible for unauthorized transactions if:

(i) you have exercised reasonable care in protecting the Sokin Card and PIN from loss or theft, and



(ii) you promptly reported the loss or theft of the Sokin Card or PIN to Peoples Trust. If these conditions are not met you will be liable for all unauthorized transactions completed before you reported the loss of theft of the Sokin Card or PIN to Peoples Trust. Verification of a Zero Liability claim can take up to one hundred and twenty (120) days once all the required forms and/or documents have been received and confirmed by Peoples Trust, and may require a police investigation.

Notification and Change of Terms: Subject to the limitations of Applicable Law, we may from time to time amend any term or condition of this Cardholder Agreement or add new terms or conditions to this Cardholder Agreement, including increasing or adding new fees.

As required by Applicable Law, notice of any Amendments will be sent to you via the email address that we have on record for you and through the Sokin App. We must, at least thirty (30) days before the Amendment comes into force, send you a written notice drawn up clearly and legibly, setting out the new clause(s) only, or the amended clause(s) and the clause(s) as it (they) read formerly, the date of the coming into force of the Amendment and your rights set forth below.

You may refuse the Amendment and rescind this Cardholder Agreement without cost, penalty or cancellation indemnity 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. If you choose to rescind this Cardholder Agreement, the Cancellation section of this Cardholder Agreement will apply. Notification of any Amendment will also be posted on the Website at least thirty (30) days in advance of the effective date of the Amendment, unless otherwise required by Applicable Law. The change will take effect on the date indicated in the notice. You are responsible for informing us of any change in your email address, by contacting customer service at 1-833-365-2342, and for checking the Website for such notifications. Notice will be deemed to be received by you the next business day after electronic mail.

You may notify us by sending notice to us to the following email address help@sokin.com (other than notification of a lost or stolen Sokin Card, which may only be done via the Sokin App or by telephone as set out above). Notice will be deemed to be received on the next business day after electronic mail.

Cancellation: You may at any time terminate this Cardholder Agreement by calling 1-833-365-2342. We may terminate this Cardholder Agreement at any time, with or without cause. Upon Cardholder Agreement cancellation, your Sokin Card will also be cancelled, and you should destroy it immediately. Despite any termination of this Cardholder Agreement, you must fulfil your obligations under this Cardholder Agreement.

Purchase Disputes and Refunds: If you believe a transaction on your Sokin Card account is incorrect, you must notify us in writing either by mail or email, of your dispute within 14 days of the transaction date.

If there is any dispute in regard to the purchase of goods or services you made using the Sokin Card, and you agree to settle such disputes with the merchant from whom any such goods or services were purchased, please ask the merchant for any return policy that may apply to purchases made with the Sokin Card. We are not responsible for the delivery, quality, safety, legality or any other aspect of any goods or services you purchase with your Sokin Card Arbitration (not applicable to residents of Quebec): To the extent permitted by Applicable Law, you agree that any claim or



dispute arising out of or relating to this Cardholder Agreement (i) shall be resolved by final and binding arbitration before a single arbitrator at Vancouver, British Columbia and (ii) shall not be brought through class or individual litigation proceedings. If such a claim is advanced by class proceeding by any other person on your behalf, you will opt out of, or not opt into, such proceedings as circumstances dictate.

Complaints: If you have a complaint or inquiry about any aspect of your Sokin Card, first attempt to resolve the complaint or inquiry by calling our customer service number at 1-833-365-2342. If customer service is unable to resolve the complaint or inquiry to your satisfaction, please call us at 1-855-694-6214 or submit your complaint or inquiry through the form found on the Website (<http://www.peoplestrust.com/en/about-us/contact/>). We will do our best to resolve your complaint or inquiry.

If for some reason we are unable to resolve the issue to your satisfaction, you may refer your inquiry or complaint to the Ombudsman for Banking Services and Investments at 1-888-451-4519 for resolution. If the Cardholder has a concern regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, the concern may be communicated at any time to the Financial Consumer Agency of Canada, either in person, by letter, by telephone, or through its website at:

Financial Consumer Agency of Canada
427 Laurier Avenue West, 6th Floor
Ottawa, ON, K1R 1B9
Telephone: 1-866-461-3222
www.fcac-acfc.gc.ca

Our complaints policy can be found online at: <http://www.peoplestrust.com/en/about-us/resolving-your-concerns/>.

Personal Information Consent: By applying for, accepting and/or being granted a Sokin Card, you consent to the collection, use, disclosure and retention of your personal information by us and its service providers for purposes relating to your application for a Sokin Card and your use of a Sokin Card (if issued to you) and as otherwise described below. The collection of such information is necessary for the entering into and performance of this Cardholder Agreement. If you do not consent to the collection, use, disclosure and retention of your personal information, you may not apply for or use a Sokin Card. As explained below, you may withdraw your consent at any time by cancelling your Sokin Card and all related services from us.

Collecting Your Personal Information: We and our service providers will collect information about you (e.g. your name, address, telephone number and date of birth) when you apply for a Sokin Card and, if a Sokin Card is issued to you, we and our service providers will collect information about you and your use of the Sokin Card and related services, including information about your Sokin Card transactions (e.g. the date, amount and place of each transaction) (all collectively "Cardholder Information"). We and our service providers will collect your Cardholder Information directly from you and from other sources, including third party providers of identity verification, demographic and fraud/money laundering prevention services.

Safeguarding Your Personal Information: We protect personal information in our possession or control from loss, theft, alteration and misuse. The safeguards employed by us to protect your personal information depend on the sensitivity,



amount, distribution, format and storage of the personal information. Although technologies can make it easier for fraud to occur, we employ around the clock monitoring systems and controls to detect and prevent fraudulent activity. We also build fraud prevention measures into our due diligence processes and regularly update our fraud detection/prevention methods. While we take precautions to protect your personal information from loss, theft, alteration, or misuse, no system or security measure is completely secure. Any transmission of your personal data is at your own risk and we expect that you will use appropriate measures to protect your personal information as well.

We maintain physical, electronic and procedural security measures that comply with Applicable Law to safeguard Cardholder Information.

Using Your Personal Information: We and our service providers will use, disclose and retain your Cardholder Information to process your application for a Sokin Card (including to verify your identity) and, if a Sokin Card is issued to you, to provide you with services relating to your Sokin Card (including to administer your Sokin Card and to process your Sokin Card transactions), to protect against fraud/money laundering and for legal compliance purposes, to perform and enforce this Cardholder Agreement, to protect and enforce our legal rights and for other purposes required or permitted by Applicable Law. We will disclose your Cardholder Information to our service providers to assist us to provide services to you and to provide related services to us.

We and our service providers may use and store your Cardholder Information at facilities in various countries (including Canada and the United States of America). The personal information protection laws of those countries might be different from the laws of the jurisdiction in which you are located, and might permit courts, government, law enforcement and regulatory agencies and security authorities to access your Cardholder Information without notice. The laws on data protection in other jurisdictions, to which we may transfer your information, may differ from those in your jurisdiction and any personal information transferred to another jurisdiction will be subject to law enforcement and national security authorities in that jurisdiction. Subject to these laws, we will use reasonable measures to maintain protections of your personal information that are equivalent to those that apply in your jurisdiction. You hereby give your consent to such cross-border transfers (including the United States) of such personal information to third parties for the purpose set out above.

We will use and rely on your Cardholder Information to issue and administer your Sokin Card and provide related services. We and our service providers will rely on you to ensure that your Cardholder Information is accurate, complete and up to date. You will promptly inform us (by contacting customer service at 1-833-365-2342 of any changes to your Cardholder Information or if you discover any errors in your Cardholder Information. You may communicate with us through our customer service number with regards to requests to access information related to you that we have obtained. If such information is obtained from providers of identity verification data and demographic information, we will inform you of your right of access and correction in relation to the file held by the personal information agent and will indicate to you the manner in which and the place where you may have access to the reports or recommendations and cause them to be corrected, where necessary. We and our service providers may use your Cardholder Information (including your telephone and mobile phone numbers and your email addresses) to contact you,



including by regular and electronic mail, telephone call (including by pre-recorded or artificial voice messages and automatic telephone dialling systems) and instant messaging, regarding your Sokin Card and related matters, regardless of whether you incur any long distance or usage charges as a result.

We and our service providers may monitor and record their communications and correspondence with you (including emails, online chats and/or telephone calls) for quality assurance, staff training and legal compliance purposes. With your consent, Peoples Trust and its service providers may share this information for audit related purposes to ensure you are receiving the best possible customer service.

Other Uses of Your Personal Information: In addition to the above, if you consent to other third party collecting and using your personal information (including Cardholder Information) for their own purposes (not as our service provider), including to send marketing and promotional messages to you, then we will not have any control over, and will not be responsible or liable for, the collection, use, disclosure and retention of your personal information by the Distributor or third party, the marketing or promotional messages that they send to you, or any other wrongful act or omission by the Distributor or third party.

The restrictions and requirements described above do not apply to Cardholder Information that is aggregated or otherwise de-personalized and does not identify you.

Your Right to Access Your Personal Information: You may obtain access to the Cardholder Information we hold about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information, to ask questions about our privacy policies or to withdraw your consent to the collection, use and disclosure of your Cardholder Information and to cancel your Sokin Card and all related services from us, contact Customer Service (at 1-833-365-2342. If you withdraw your consent, we will continue to collect, use, disclose and retain your Cardholder Information for as long as may be reasonably required to perform services relating to the cancellation of your Sokin Card, to protect against fraud and for legal compliance purposes, to perform and enforce this Cardholder Agreement, to protect and enforce our legal rights and for other purposes, all as required or permitted by Applicable Law.

Peoples Trust's Privacy Policies: Our general personal information practices are described in our privacy policy, as amended from time to time, available online at: <http://www.peoplestrust.com/en/legal/privacy-security/privacy/>.

No Warranty of Availability or Uninterrupted Use: FROM TIME TO TIME YOUR SOKIN ACCOUNT MAY BE INOPERATIVE, AND WHEN THIS HAPPENS, YOU MAY BE UNABLE TO USE YOUR CARD OR OBTAIN INFORMATION ABOUT THE BALANCE ON YOUR CARD. PLEASE NOTIFY US IF YOU HAVE ANY PROBLEMS USING YOUR CARD. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY INTERRUPTION OF SERVICE.

Assignment: At our sole discretion, we may assign our rights and responsibilities under this Cardholder Agreement at any time and without notice to you. If we do make such an assignment, then this Cardholder Agreement will remain binding on you and your heirs, executors, administrators, representatives, successors and permitted assigns.
Third Party Claims: In the event we reimburse you for a refund claim you have made, or if we otherwise provide you with a credit or payment with respect to any problem



arising out of any transaction made with the Card, you are automatically deemed to assign and transfer to us any rights and claims (excluding tort claims) that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Card. You agree that you will not pursue any claim against or reimbursement from such third party for the amount that we paid or credited to your Card, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited to you. If we do not exercise our rights under this section, we do not give up our rights to exercise them in the future.

Disclaimer of Warranties: EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS CARDHOLDER AGREEMENT AND EXCEPT FOR ANY APPLICABLE WARRANTIES AVAILABLE UNDER APPLICABLE LAW (INCLUDING THE CONSUMER PROTECTION ACT (QUÉBEC)), WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING ANY SUBJECT MATTER OF THIS CARDHOLDER AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

Limitation of Liability: EXCEPT IN QUÉBEC OR EXCEPT AS EXPRESSLY REQUIRED BY THIS CARDHOLDER AGREEMENT OR APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM ANY OBLIGATION UNDER THIS CARDHOLDER AGREEMENT UNLESS WE HAVE ACTED IN BAD FAITH. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF ANY GOVERNMENTAL AUTHORITY, NATIONAL EMERGENCIES, PANDEMIC, EPIDEMIC, PUBLIC HEALTH EMERGENCY, COMMUNICABLE DISEASE OUTBREAK, INSURRECTION, WAR, RIOTS, FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES, FAILURE OF COMMUNICATION SYSTEMS, OR FAILURES OF OR DIFFICULTIES WITH OUR EQUIPMENT OR SYSTEMS. ALSO WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE TO YOU FOR ANY DELAY, FAILURE OR MALFUNCTION ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, ANY PAYMENT SYSTEM OR ANY CUSTOMER SERVICE FUNCTION. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL AND DIRECT DAMAGES. IN NO EVENT WILL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.

Website and Availability: Although considerable effort is made to ensure that our Website and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free at all times. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor will we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labour disputes and armed conflicts.

We will not bear any liability, whatsoever, for any damage or interruptions caused by any computer viruses that may affect your computer or other equipment. You agree to act responsibly with regard to the Website and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the Website's systems and integrity.



Entire Cardholder Agreement: This Cardholder Agreement sets forth the entire understanding and Cardholder Agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter.

Governing Law; Submission to Jurisdiction: The parties agree that any claim or action brought pursuant to this Cardholder Agreement will be brought in the exclusive jurisdiction of the courts of British Columbia and this Cardholder Agreement will be construed in accordance with and governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.

FOR RESIDENTS OF QUÉBEC ONLY: The parties attorn to the jurisdiction of Québec and this Cardholder Agreement will be construed in accordance with and governed by the laws of the province of Québec and the laws of Canada applicable therein.

Section Headings: Section headings in this Cardholder Agreement are for convenience of reference only, and will not govern the interpretation of any provision of this Cardholder Agreement.

Severability: If any of the terms of this Cardholder Agreement are invalid, changed by Applicable Law or declared invalid by order of court or regulatory authority, the remaining terms of this Cardholder Agreement will not be affected, and this Cardholder Agreement will be interpreted as if the invalid terms had not been included in this Cardholder Agreement.

Contact Information: If you have questions regarding the Card, or need to report a lost or stolen Card, you may call customer service at 1-833-365-2342 or write to: help@sokin.com

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Updated: 01/02/2022

Part 3

Fees and Limits Schedule

The below Fees and Limits apply to your Sokin CAD denominated currency account, and are denominated in CAD unless stated otherwise, as of January 2022, in accordance with the Sokin global currency account terms and conditions.



Account type	Basic	Premium
Fee Type		
Subscription Fee per month	N/A	\$9.99
Plastic Card	\$4.99	0.00
Supplementary Cards	N/A	0.00*
Card Replacement Fee	\$4.99	\$1.99
* 2 supplementary cards are free. After that \$4.99 per card		
Wallet to Wallet (Sokin) Transfer	Free	Free
Sokin Wallets to External Bank Account Transfer		
Send Funds Domestically	\$4.99	Free
Send Funds Internationally	\$7.99	Free
Upload Funds into Sokin Wallets		
Currency Exchange Fee	\$4.99	Free
ATM withdrawal **	12%***	0%***
ATM Decline	0.17	Free
maximum applicable may be lower depending on location of ATM. *Please note excludes Mastercard fee which is 1.75% where applicable.		
Miscellaneous		
Chargeback fee - each request which is rejected or erroneous	23.00	23.00
Administration fee - each request related to tracing or recalling a remittance payment made. Please note any external bank costs associated with the request will be charged additionally.	23.00	0.00



Limits

Limit Type	Frequency	Amount
Max. Single Spend Value (CAD)	per transaction	2,500
Max. Annual Spend Value (CAD)	1 year	50,000
Max. Number POS (#)	1 day	15
Max. Value POS (CAD)	1 day	2,500
Max. Value POS (CAD)	4 day	7,500
Max Number ATM (#)	1 day	5
Max Value ATM (CAD)	1 day	450
Max Value ATM (CAD)	4 days	1,500

The applicable Fees and Limits Schedule can also be found at <https://www.sokin.com/legal.html> under Canada.

