



CONSENT AND CONFIDENTIALITY AGREEMENT

The ADR Chambers Banking Ombuds Office (ADRBO) acknowledges receipt of your request for our assistance in helping you resolve a dispute with the Digital Commerce Bank and/or one of its subsidiaries (DCB).

By signing this letter, you are indicating that you agree with its contents.

You confirm that:

- Your dispute has been submitted either
 - a) to the final level of complaints handling at DCB and you have received a reply (either a final decision letter or a “90-day letter”); or
 - b) to DCB’s second level of complaints handling and you can demonstrate it has been more than 90 days since your complaint was submitted (i.e. you can provide “90-day documentation”, for example, your dated complaint submission email);
- Your dispute relates to a bank located in Canada; and
- Your complaint is not about the charging of service fees or interest rates, matters of general policy, or issues that are in litigation.

You agree to keep confidential all information provided to you by ADRBO or DCB in relation to this dispute unless DCB consents to its release. You agree to keep confidential all communications from ADRBO, including correspondence and investigation reports, whether draft or final.

In the course of its investigation, ADRBO may receive confidential information from you or from DCB.

ADRBO agrees to keep confidential all information it receives from you that you identify as confidential, but may with your consent disclose that information to DCB and other parties.

In addition, and without your consent, ADRBO may disclose the information:

- To the lawyers, representatives or others retained by you unless you specifically ask the ADRBO not to disclose the information to them;
- Where ordered to do so by judicial authority or required by law;
- To the Financial Consumer Agency of Canada (FCAC);

- Where the information suggests that there will be actual or potential threat to human life or safety or the commission of a crime in the future; or
- For statistical or educational purposes on an anonymous basis (in a way that you cannot be identified).

ADRBO will disclose to you the information it receives from DCB if DCB gives ADRBO permission to disclose the information to you.

ADRBO is an alternative to the court system. During the ADRBO process, you do not surrender your right to go to court to pursue your issues with DCB. That said, there may be time limits within which you must commence a lawsuit or lose your right to sue. These “limitation periods” vary from issue to issue and province to province. While participating in the ADRBO process does not automatically stop these limitation periods from running or extend them, DCB has undertaken to suspend, where permitted by law, the running of any applicable limitation period prescribed by law for the period of time a complaint is under review by ADRBO. This suspension of the limitation period shall begin at the time ADRBO receives the complaint—as detailed in s. 10 of the Terms of Reference—and shall end thirty days after ADRBO transmits its final report or Initial View Letter to the complainant, or after ADRBO closes the file for any other reason. ADRBO does not provide any legal or other advice with respect to limitation periods and recommends that you seek the advice of a lawyer on this issue.

If you elect to pursue your issues in court prior to the conclusion of the investigation, the investigation will cease.

You agree that if you should participate in legal proceedings relating to your dispute with DCB, you will not subpoena or call as a witness any employee, agent, director, officer or contractor of ADRBO. You also agree not to subpoena or seek production of any records, notes or work product of any employee, agent, director, officer or contractor of ADRBO. Investigators may be employees or contractors of ADRBO.

If, notwithstanding the above paragraph, you subpoena an employee, agent, director, officer or contractor of ADRBO, you agree to pay that person’s reasonable or regular hourly rate for all time spent responding to the subpoena, and agree to pay all legal costs of the person to challenge the subpoena, and waive any confidentiality agreement that would otherwise benefit you.

No employee, contractor, agent, director, or officer of the ADRBO is liable for anything done or omitted to be done during the ADRBO process, unless that person is negligent.

ADRBO reserves the right to terminate the investigation at any time if it determines that the case falls outside its mandate. While not an exhaustive list, this can occur in situations concerning:

- The bank’s pricing, fees, or interest rate or risk management policies;
- The bank’s commercial judgment – unless biased, incomplete, or unfair;
- Class actions;

- Matters for which there is a more appropriate forum to deal with the complaint – such as a court, a regulator, or an arbitration procedure; or
- If the complainant is acting in a threatening manner.

For purposes of this agreement, “ADRBO” also refers to ADR Chambers Inc. and its affiliates.

Please indicate your understanding of and agreement to the content of this letter by signing it and returning a signed copy to ADRBO either:

- **By mail at:**
ADR Chambers Banking Ombuds Office
P.O. Box 1006
31 Adelaide St. E.
Toronto, Ontario M5C 2K4
- **or by fax at 1-877- 803-5127**
- **or by email at contact@bankingombuds.ca**

The investigation cannot commence until ADRBO receives a signed copy of this letter.

We recommend that you seek independent legal advice before signing this letter if you do not understand any part of it or have any concerns about its content.

I understand and agree to the contents of this letter:

Complainant - Signature

Print Name

Date

Complainant # 2 - Signature

Print Name

Date