



Terms and Conditions - ATB Prosper™ Bonus Program

Effective: December 2024

1. Definitions

In these terms and conditions, the words:

- 1 Account** means a Prosper Account and/or a Non-Prosper Account, as applicable.
- 2 Accountholder(s)** means any person who has applied for an Account, who has entered into an account agreement with ATB relating to the Account and in whose name(s) the Account has been opened.
- 3 Active** means that status of the Account such that the Account is not closed (inactive) and therefore can still be transacted upon.
- 4 Advisor** means an ATB Securities Inc. CRO licensed professional who receives compensation to provide investment advice to ATB Wealth™ clients.
- 5 Annual Period** has the meaning set out in Section 5.2. 6
- 6 ATB** means ATB Financial.
- 7 ATB Prosper™** is a trademark of ATB Financial and is a secure website, located at atbprosper.com and mobile application where you may open investment accounts and track progress towards your investment goals.
- 8 ATB Securities Inc. ATBSI** a wholly owned subsidiary of ATB Financial and a member of the Canadian Investment Regulatory Organization (CRO).
- 9 ATB Wealth™** consists of a range of financial services provided by ATB Financial and its subsidiaries. ATB Wealth™ is a trademark of ATB Financial.
- 10 Authorized Party(ies)** means a person to whom access to the Account has been issued on the request or authorization of the Accountholder(s).
- 11 Fund Facts** means a disclosure document, required for all mutual funds, that summarizes key information about the fund, including its performance history, investments, risk rating and the costs associated with owning it.
- 12 Prosper Account** means the ATBSI investment account you've applied for through ATB Prosper™ and which we have opened in the name of the Accountholder(s), or the Non-Prosper Account that has been converted to a Prosper Account and accessible on ATB Prosper.
- 13 Primary Accountholder** means, regarding joint Accounts with multiple Accountholders, the single Accountholder listed first on the Account opening application; this individual is also listed first on the Account Statements.

14 Statement means the periodic investment statement we may issue to you for the Account.

15 We, our and us refer to ATB.

16 Wealth Advice Centre refers to the team of Advisors that provides investment advice to Accountholders. The Wealth Advice Centre team can be contacted at 1 855 541 4387 during business hours, or at prosper@atb.com.

17 Non-Prosper Account means the ATBSI investment account in the name of one or more Accountholders, managed through the Wealth Advice Centre.

18 You, your and yours refers to the Accountholder(s).

2. Bonus program

These terms and conditions apply to the ATB Prosper™ Bonus Program (**Program**) associated with the Prosper™ Account that allows you to earn a bonus under the Program. These terms replace all prior terms and conditions with respect to the Program.

For all other capitalized words that we use in these terms and conditions that are not defined in Section 1 Definitions, those words are in **bold** and defined the first time they are used.

3. Acceptance of terms

By activating or using your Prosper Account, you are agreeing that you have received, reviewed and agree to these terms and conditions. Notwithstanding any other provision in these terms and conditions, posting of the current version of these terms and conditions at atbprosper.com shall be deemed to be notice to you, where notice is required to be given to you.

4. Eligibility

The Program is automatically available to you provided your Prosper Account is Active. While you are responsible for any fees and other charges applicable to your Prosper Account, the Program is included at no extra cost.

4.1 Eligible Accountholder(s) – All of your ATB investment accounts must be managed by the Wealth Advice Centre team. If you are an Accountholder of Accounts managed by the Wealth Advice Centre team and an Advisor who is not a member of the Wealth Advice Centre team, you are not eligible to participate in the Program.

4.2 Eligible accounts – You must have at least one active Prosper Account to be eligible for the Program. If you are an Accountholder of at least one Active Prosper Account, and you have a Non-Prosper Account(s), your Non-Prosper Account(s) will also be eligible for the Program. Your Account(s) must hold ATB Compass 'A' Series mutual fund(s) or High Interest Savings Account (HISA) Personal Series A or Personal Series SA. Accountholder(s) invested in third party (non-Compass) mutual funds are ineligible to participate in the Program.



Notwithstanding anything else in these terms and conditions, if an account is managed through or by an Advisor who is not a member of the Wealth Advice Centre team, this account is not eligible for the Prosper Bonus.

4.3 Authorized parties – While all Prosper Accounts are automatically included in the Program (subject to these terms and conditions), for the purpose of earning the Prosper Bonus (as defined below), the Prosper Bonus is solely intended for the benefit of the Accountholder(s); Authorized Parties are not participants in the Program are not eligible to receive the Prosper Bonus, and have no rights against ATB under these terms and conditions.

4.4 Canadian residency – Only residents of Alberta, British Columbia, Manitoba and Saskatchewan, Canada are eligible to open a Prosper Account.

4.5 Residency change within Canada – If any Accountholder changes residency to a Canadian territory or province other than Nunavut or Quebec,, eligibility in the Program will continue.

4.6 Residency change to Nunavut, Quebec or outside Canada – If any Accountholder changes residency to Nunavut, Quebec, or outside Canada, eligibility in the Program will terminate. Any accrued Prosper Bonus from the current Annual Period may be forfeited without any notice to the Accountholder(s).

Following the change in residency, if the Account is:

- (a) a Prosper Account, the Account will be converted to a Non-Prosper Account;
- (b) a Non-Prosper Account, the Account will continue to be a Non-Prosper Account.

4.7 ATB Team Members receiving Prosper Bonus – Any ATB Team Member (e.g. an employee of ATB Financial or ATB Wealth™) or eligible retiree of ATB that is a Prosper Accountholder is eligible to receive an increased Prosper Bonus rebate. Employees of ATB agencies are not considered ATB Team Members and do not qualify for the increased Prosper Bonus rebate. To determine your eligibility, refer to the “Team Members Banking Benefits” guide.

- (a) If an Accountholder eligible to receive the Prosper Bonus is also an ATB Team Member, the Accountholder will receive a Team Member Prosper Bonus rebate totalling 100% of the trailer fees rather than the standard 50% of the trailer fees.
- (b) If an Accountholder eligible to receive the Prosper Bonus is also the spouse of an ATB Team Member, the Accountholder will receive a Team Member Prosper Bonus rebate totalling 100% of the trailer fees rather than the standard 50% of the trailer fees.
- (c) If an Accountholder receiving a Team Member Prosper Bonus rebate because of their employment status ceases to be employed by ATB, the Accountholder will immediately stop accruing the Prosper Bonus at the Team Member rate and begin accruing the Prosper Bonus at the standard 50% of the

trailer fees, without notice. The Accountholder will retain any Prosper Bonus accrued up until their employment end date.

- (d) If an Accountholder receiving a Team Member Prosper Bonus rebate because of their spouse’s employment status becomes ineligible for the Team Member rate either because the spouse ceases to be employed by ATB or the spousal status changes to ex-spouse, the Accountholder will immediately stop accruing the Prosper Bonus at the Team Member rate and begin accruing the Prosper Bonus at the standard 50% of the trailer fees, without notice. The Accountholder will retain any Prosper Bonus accrued up until their employment end date.

5. The Prosper Bonus

5.1 The Prosper Bonus – A Prosper Bonus (Prosper Bonus) will be awarded to you on the terms and conditions set forth in these terms and conditions. There is only one Prosper Bonus for each Account, regardless of the number of Accountholders on the Account. Unless and until the Prosper Bonus is paid in accordance with Section 6 Payment/Crediting the Prosper Bonus, the Prosper Bonus has no cash value and does not constitute your property for any purpose.

5.2 Annual period – The Program is an annual program. The Annual Period begins on December 1 and ends on November 30.

You are still eligible to accumulate a Prosper Bonus for the remaining portion of the Annual Period if you open your Prosper Account after December 1 and provided your Prosper Account remains open on the day the Prosper Bonus is paid per Section 6 below.

5.3 Maximum Prosper Bonus – There is no maximum Prosper Bonus. The more you save and invest, the more you will be rewarded.

5.4 Earning the Prosper Bonus – During the operation of the Program, the Prosper Bonus will be accumulated each month based on the commissions received by ATB Securities Inc. for the investments in your Account, as applicable. Subject to Section 5.5, commissions on your ATB Compass holdings, excluding any third-party (non-Compass) mutual fund holdings and ATB High Interest Savings Account HISA Personal Series A or Personal Series SA products.

The Prosper Bonus will be applied to each of your Accounts, except those excluded pursuant to these terms and conditions.

The Prosper Bonus cannot be earned after the date your Prosper Account is closed or the date the Program is terminated.

5.5 Calculating the Prosper Bonus – Unless we advise you otherwise, the Prosper Bonus will be calculated as follows:



- (a) If you hold the ATB Compass 'A' Series of mutual fund product, your Prosper Bonus will be 50% of the trailing commission fee for the product, per the following table:

Product name	CUSIP	Trailing Commission Fee Bonus	Prosper
Series 'A' Compass Conservative Portfolio	ATB101	0.75%	0.375%
Series 'A' Compass Conservative Balanced Portfolio	ATB102	0.90%	0.450%
Series 'A' Compass Balanced Portfolio	ATB103	1.00%	0.500%
Series 'A' Compass Balanced Growth Portfolio	ATB104	1.00%	0.500%
Series 'A' Compass Growth Portfolio	ATB105	1.00%	0.500%
Series 'A' Compass Maximum Growth Portfolio	ATB106	1.00%	0.500%

- (b) If you hold ATB High Interest Savings Account HISA Personal Series A or Personal Series SA products, you will not receive any Prosper Bonus for this investment.

Should the trailing commission fee associated with a mutual fund product change, the Prosper Bonus calculation will be adjusted automatically.

The most up-to-date Fund Facts for ATB Compass Series 'A' products are available at: <https://atbim.atb.com/atbim-docs/>. Series 'F1' and Series 'O' Compass Portfolios are not eligible for the Prosper Bonus.

- 5.6 Viewing the Prosper Bonus** – The Prosper Bonus for a Prosper Account will be posted and reflected on ATB Prosper in the month following the period for which the Prosper Bonus was actually earned. For example, the September Prosper Bonus amount will be posted in October. The Prosper Bonus for a Non-Prosper Account, if applicable, shall be set out in the annual compensation report distributed to the Accountholder(s) in respect of the Non-Prosper Account.
- 5.7 The Prosper Bonus balance** – ATB Prosper™ will show your Prosper Bonus amount earned, but not paid, for the current Annual Period. You can also obtain this information by contacting us toll free at 1 855 541 4387.
- 5.8 The Prosper Bonus verification** – If you find any errors or omissions, or have any objections to the amount or calculation of the Prosper Bonus, please contact us at 1 855 541 4387 to request detailed calculation information.
- 5.9 The Prosper Bonus records** – We may use a microfilm, electronic or other reproduction of any Statement or other document to establish the amount of the Prosper Bonus and the amount of any Prosper Bonus received. Our records of the amount of the Prosper Bonus and amount of the Prosper Bonus received will be final, conclusive and binding on you.

6. Payment/crediting the Prosper Bonus

6.1 When the Prosper Bonus is paid – Provided your

Prosper Account is Active, the Prosper Bonus for an Annual Period will be credited to your Account during the month following the end of the Annual Period. For example, for the Annual Period of December 1, 2020 to November 30, 2021, the Prosper Bonus would be credited to your Account in December 2021.

6.2 Who will receive the Prosper Bonus – If there is more than one Accountholder, the Prosper Bonus will be the property of all Accountholders on the Account at the time the Prosper Bonus is credited to the Account.

6.3 How the amount of the Prosper Bonus is determined – The amount of the Prosper Bonus will be based upon the amount of the Prosper Bonus accumulated as shown on ATB Prosper (or the compensation report, as applicable) at the end of the Annual Period November 30. Once the Prosper Bonus is posted to your Account or otherwise paid to you, the Prosper Bonus balance will reset to zero and the Program will begin at the start of the next Annual Period December 1.

6.4 Taxes – You are responsible for declaring the total value of the Prosper Bonus received to the appropriate tax authorities, if and as required by applicable law. Any personal, federal or provincial income tax liability arising from the accumulation of the Prosper Bonus and the payment of the Prosper Bonus is your sole responsibility and we are released of all liabilities in this regard. We do not issue tax receipts.

7. Account issues

7.1 Prosper account closure – If you choose to close your Prosper Account or if we have, for any reason (other than if your Prosper Account is closed in accordance with Section 7.2 herein), cancelled your Prosper Account and you:

- (a) do not have other Active Prosper Accounts or other Active Non-Prosper Accounts, the accumulated Prosper Bonus will be automatically cancelled without any compensation or notice to you and will not be subsequently redeemed, transferred or converted. No cheques will be mailed; or
- (b) do not have other Active Prosper Accounts but do have other Active Non-Prosper Accounts, the accumulated Prosper Bonus may be credited to an Active Non-Prosper Account, at our discretion.
- (c) In the case of a joint Prosper Account closure and:
 - (i) neither Accountholder has other Active Prosper Accounts or other Active Non-Prosper Accounts, the accumulated Prosper Bonus will be automatically cancelled without any compensation or notice to any of the Accountholders and will not be subsequently redeemed, transferred or converted. No cheques will be mailed.
 - (ii) the Primary Accountholder does not have other



Active Prosper Accounts but does have an Active Non-Prosper Account(s), the accumulated Prosper Bonus may be credited to an Active Non-Prosper Account, at our discretion.

- (iii) the Primary Accountholder does not have other Active Prosper Accounts or other Active Non-Prosper Accounts, but the other Accountholder has an Active Non-Prosper Account(s), the accumulated Prosper Bonus may be credited to an Active Non-Prosper Account, at our discretion.

The Prosper Bonus cannot be earned after the date your Prosper Account is closed, or is no longer eligible based on these terms and conditions.

7.2 Death of Accountholder – When we receive verification of the death of an Accountholder: (a) In the case of a non-RESP Account:

- (i) with one Accountholder, any outstanding Prosper Bonus amount will be credited to the relevant Account and thus processed in accordance with the terms and conditions applicable to the Account; and
- (ii) with multiple Accountholders, the surviving Accountholders will continue to accrue and earn the Prosper Bonus.

(b) In the case of a RESP Account:

- (i) with one Accountholder, due to government regulation, we are not permitted to credit the RESP Account after the death of the Accountholder. If the deceased Accountholder has other Active Accounts, the Prosper Bonus amount may be credited to one of those Accounts, at our discretion. If the deceased Accountholder has no other Active Accounts, the Prosper Bonus amount will be forfeited, without any notice.
- (ii) with joint Accountholders, the surviving Accountholder will continue to accrue and earn the Prosper Bonus.

7.3 Separation or divorce – The Prosper Bonus is not divisible in the case of separation or divorce.

7.4 Transferring or encumbering the Prosper Bonus – Until paid, the Prosper Bonus is not transferable from your Account to another account. Until paid, the Prosper Bonus does not constitute property of the Accountholder(s) and cannot be encumbered in any way.

7.5 Overdue-state contributions – If contributions are made to the Account when the Accountholder is overdue for their required 36 month review, the contributions will be held in cash. These overdue-state contributions could be made by one-time lump sum contribution (e.g. Quick Save) or recurring pre-authorized contribution PAC.

All other deposits to the Account including the Prosper Bonus and government grants (e.g. CESG, CLB, CDSG, etc.) will also be

held in cash. All overdue-state contributions are ineligible for trade error corrections. Any cash that is reinvested after the Accountholder and Advisor complete the Accountholder's 36 month review will receive portfolio fund pricing as of the trade date.

8. General

8.1 Changes to Program/Prosper Bonus – We reserve the right to change any of the rules, regulations and terms and conditions of the Program, in whole or in part, from time to time, with or without notice including but not limited to the formula upon which the Prosper Bonus is earned or calculated and eligible Accounts or holdings.

8.2 Termination of Program

8.2.1 Termination of Program – We reserve the right to terminate the Program without prior notice at any time. In such a case, provided your Prosper Account has remained Active for 60 days past the termination date of the Program, your Account(s) will be credited the accumulated Prosper Bonus. The amount of the Prosper Bonus will be based upon the accumulated Prosper Bonus balance up to, and including, the termination date.

8.2.2 Termination of Program for cause – We may, with or without notice, terminate your participation in the Program and cancel any accumulated Prosper Bonus (without compensation to you) in the event of: (a) fraud or abuse by you relating to the Program or your Account; or (b) failure by you to follow these terms and conditions. Once the Prosper Bonus is cancelled, it may not be subsequently paid, redeemed, transferred or converted.

8.3 Waiver – If we fail to exercise, or delay in exercising, any of our rights or if we waive our rights on any given occasion it shall not be considered a waiver of any of our rights at any time on any other occasion.

8.4 Interpretation – Any disputes or disagreement regarding the Program and the interpretation of these terms and conditions will be resolved by us at our sole discretion.

8.5 Headings – The headings in these terms and conditions are added for convenience only and do not change the meaning of any provision of these terms and conditions.

8.6 Use of personal information – Your request for or use of ATB products and or services is your acknowledgement that ATB will collect, use and disclose your personal information in accordance with ATB's Collection, Use and Disclosure Statement Privacy Statement). Details of ATB's commitment to protecting our customers' privacy are set out in ATB's Privacy Code. A copy of ATB's Privacy Statement and Privacy Code can be obtained at atb.com, from an ATB branch or by calling 1 888 282 5678.

If you have questions about the collection, use or disclosure of your personal information, you may contact ATB's Privacy Officer by e-mail to: PrivacyOfficer@atb.com, or by mail at:



ATB Privacy Officer 2100, 10020 – 100 Street

Edmonton, Alberta T5J 0N3

You may also contact ATB's Customer Care Centre at: 1 800 332 8383.

You acknowledge that we may disclose to an Authorized Party information about Account transactions without prior notice to you.

8.7 How to reach us – You may contact us toll free during regular business hours at 1 855 541 4387.

8.8 Governing Law – These terms and conditions are governed by the laws of the Province of Alberta and the laws of Canada that apply in Alberta, and you agree to submit to the jurisdiction of the courts of the Province of Alberta.

9. Re-investment

9.1 Automatic reinvestment – Prosper Accounts For

Prosper Accounts:

- (a) the Prosper Bonus will automatically be invested into the mutual fund product currently held in the Prosper Account when the minimum investment threshold as stated in the Fund Facts is reached; until the minimum investment threshold is met in each Prosper Account, the Prosper Bonus will remain as cash in the cash component of your Account. Your consent for reinvestment of the Prosper Bonus is collected during the Prosper Account opening process or during conversion of the Non-Prosper Account to a Prosper Account. These instructions will remain in place for any additional Accounts.
- (b) if there are no instructions for the automatic reinvestment of the Prosper Bonus, the Prosper Bonus will automatically be invested into the most conservative mutual fund product currently held in the Prosper Account. Until the minimum investment threshold is met in each Prosper Account, the Prosper Bonus will remain as cash in the cash component of your Account.
- (c) if you change residency to another Canadian territory or province, other than Nunavut or Quebec, and the mutual fund product that you currently hold is not offered for sale in this other territory or province, the Prosper Bonus will be paid into and remain as cash in the cash component of your Prosper Account (even if the minimum investment threshold is met) until you provide alternate investment instructions. Please contact the Wealth Advice Centre at 1 855 541 4387 for more information.
- (d) if you are overdue for your required suitability review (due to a material change or every 36 months at minimum, whichever occurs first), the Prosper Bonus will be paid into and remain as cash in the cash component of your Prosper Account (even if the minimum investment threshold is met)

until you speak with an Advisor from the Wealth Advice Centre to complete a detailed review of your Accounts. Please contact the Wealth Advice Centre at 1 855 541 4387 for more information.

9.2 Automatic reinvestment – Non-Prosper Accounts

For all Non-Prosper Accounts earning the Prosper Bonus:

- (a) the Prosper Bonus will automatically be invested into the most conservative mutual fund product currently held in the Non-Prosper Account when the minimum investment threshold as stated in the Fund Facts is reached; until the minimum investment threshold is met in each Non-Prosper Account, the Prosper Bonus will remain as cash in the cash component of your Non-Prosper Account. Your consent for reinvestment of the Prosper Bonus is collected when you open your Prosper Account or when you convert your Non-Prosper Account to a Prosper Account. These instructions will remain in place for any additional Non-Prosper Accounts.
- (b) If you change residency to another Canadian territory or province, other than Nunavut or Quebec, and the mutual fund product that you currently hold is not offered for sale in this other territory or province, the Prosper Bonus will be paid into and remain as cash in the cash component of your Account (even if the minimum investment threshold is met) until you provide alternate investment instructions. Please contact the Wealth Advice Centre at 1 855 541 4387 for more information.
- (c) If you are overdue for your required suitability review (due to a material change or every 36 months at minimum, whichever occurs first), the Prosper Bonus will be paid into and remain as cash in the cash component of your Non-Prosper Account (even if the minimum investment threshold is met) until you speak with an Advisor from the Wealth Advice Centre to complete a detailed review of your Accounts. Please contact the Wealth Advice Centre at 1 855 541 4387 for more information.