IMPORTANT PRIVACY TERMS! PLEASE READ THESE IMPORTANT TERMS WHICH FORM PART OF THE APPLICATION.

Privacy of Personal Information

Individual Applicants and Co-Applicants: This section applies to each Co-Applicant who has signed this Application and to the Applicant if that person is an individual. In this section "**I**", "**me**" and "**my**" mean the individual Applicant who has signed this Application. If one or more than one Co-Applicant has signed this Application, these words also mean each Co-Applicant individually.

I consent to you establishing and maintaining a file of personal information about me. This file will include information that I provide when I request to begin a relationship with you, and information collected during the course of our relationship. This file may include details about me such as: my name, address, email address, phone number (mobile and/or landline), date of birth, social insurance number (if provided on an optional basis), credit bureau information, income, source of income, employer, records that reflect my history and relationship with you. During the application process, you may collect certain behavioral elements of your biometric data, including information on how I interact with your web-based access and mobile application, such as:

- For web-based access (such as desktop or laptop): data about my mouse speed and movements, keystroke rhythm, keyboard usage characteristics, touch events, scrolling, resizing events, interactions with user interface (UI) fields and my hosting device information.
- For mobile application: data about my swipe gestures, mobile screen taps, screen orientation and my hosting device information. This information may be obtained through interactions with me, and from sources outside of Citi Cards Canada Inc. such as credit reporting agencies, financial institutions, other service providers (including mobile service providers) or agents, government agencies, public records and law enforcement agencies.

Behavioral biometric data is collected for the purpose of fraud mitigation by differentiating between genuine applicants and cybercriminals. I consent to you obtaining and exchanging, from time to time, all information about me with your affiliates, Merchants, service providers and with any credit reporting agency, credit bureau, person or corporation with whom I have or may have financial relations, or supplier of services or benefits relating to the Account. Such persons or corporations may include collection agencies, mobile service providers, bailiffs, marketing and advertising agencies, or any other party whom you deem necessary in connection with the servicing of the Account. In addition, for the purposes of this section, "**Merchants**" mean merchants that honour the Account or a Card as the method of payment for goods and services that I may purchase from them. Citi employees and mandataries who need to access my file in the course of their duties will have access to my file. This includes, but is not limited to: Front Office, Service Teams, Fraud Teams, Operations, Legal, Compliance and Auditors. Categories of service providers that you may share Information with include third parties that provide call centre and cardholder account platform services for the purposes of responding to my inquiries, opening, administering and servicing the Account and third parties that provide credit card.

This consent is valid where the use of my personal information is needed for the purpose of making a decision about the Application, including identity verification and to detect and prevent fraud or criminal activity; monitoring, auditing, evaluating, servicing and collecting the Account; providing Account-related and other programs offered by you or a third-party provider approved by you; responding to my inquiries about the Application, the Account or my file; and meeting legal and regulatory requirements, including Canadian federal and provincial requirements and foreign requirements applicable to you or any of your affiliates or service providers. Automated processing may be used to evaluate my creditworthiness and to make a decision about my application. If I have questions about an automated decision, I may contact you in writing to obtain additional information about the decision. You may also disclose my personal information (including Account information such as the Account number) to Account program partners or their agents as is reasonably required for those Account program partners to provide services and/or benefits to me under those Account programs.

You may also provide my personal information, including information to authenticate my identity (such as mother's maiden name and passwords) to service providers in respect of services made available to me now or in the future (e.g. access to online Account Statements.) **I also acknowledge receipt of notice that, from time to time, you may obtain consumer reports containing credit information about me from credit reporting agencies.**

I consent to your monitoring and/or recording of my telephone discussions with your representatives by you and Account program partners for quality control, complaint handling, internal training and record keeping purposes. I also consent to the use of automatic dialing and announcing devices for purposes relating to the administration of the Account by Account program partners and/or their agents, your affiliates and service providers and/or their agents, selected companies and organizations, and you. I understand that you and your affiliates and third parties with whom you share my personal information in accordance with the *Citi Canada Privacy of Personal Information Statement* ("the **Privacy Statement**") may contact me by telephone, using the telephone or mobile number I have provided to you. I understand that Citi uses cookies and similar tools to collect information about my device, my IP address and my activities on Citi sites to store my online preferences. This information is used to facilitate my application and to detect and prevent fraud and other unlawful activity.

Email Address: By providing my email address to you by any means, I authorize you to send me email confirmations related to payments on my Account, contact me about my Account or for general Account servicing and/or collection purposes, and authorize you to send me information about products and services that I might find useful.

If I prefer to be removed from the marketing lists, I am free to opt-out at any time by contacting you at the address or telephone number mentioned below. I will allow a reasonable time for my withdrawal request to become effective.

I consent to the use and disclosure of my personal information in connection with the assignment of the Account or amounts owing under the Account, and certain other business transactions from time to time, and to your use of service providers (including those located outside of Canada) to process and handle personal information on your behalf, all as more particularly described in the Privacy Statement. While such information is outside of my country of residence, it is subject to the laws of the country in which it is held, and may be subject to disclosure to the governments, courts or law enforcement or regulatory agencies of such other country, pursuant to the laws of such country.

I consent to the collection, use and disclosure of my personal information as described in the Application and in the Privacy Statement, as amended from time to time, and as permitted or required by law. I understand that Citi will only retain my personal information for as long as needed for the purposes disclosed in the Application and in the Privacy Statement.

I have the right to access my file and rectify any personal information in the file that may be obsolete, incomplete or incorrect. I may view a copy of the Privacy Statement by visiting the Information for Customers section at https://www.citigroup.com/canada/en/customer-information/privacy-statement.html.

I may request a copy of the Privacy Statement, file an opt-out request, request access to my personal information file or report obsolete, incomplete or incorrect personal information about me by contacting you at: Citi Cards Canada Inc., **5900** Hurontario Street, Mississauga, Ontario, L**5**R **0**B**8**, Attention: Privacy Officer, or by email at Canada.privacy.office@citi.com calling you toll free at **1-888-308-5080**.

All Other Applicants: This applies to the Applicant if that person is a company, a partnership or any other legal entity or organization.

From time to time,

1. You may collect credit and other information (including information related to our transactions) about us ("Information") from us, from service arrangements we have made with or through you, from credit bureau, credit reporting agencies, credit grantors and insurers, and from references we have provided to you;

You may collect credit, personal and other information (including information related to our transactions) about us ("Information") from us, from service arrangements we have made with or through you, from credit bureau and personal information agents, from credit grantors, insurers and our employer(s), and from references we have provided to you;

2.

3. You may use Information as follows:
   - give it to credit bureau, credit reporting agencies, credit grantors, insurers and, with our consent, to other parties, to determine our financial situation,
   - to provide us with the services we request from you,
   - give it to anyone who works with or for you, but only as needed in connection with the services we request from you and
4. You may also use Information for the following purposes:
   - to promote your services to us and add it to client lists you prepare and use for this purpose, and
   - share it with Merchants and other Citigroup companies (where the law allows this) so that they may promote their services to us.

We may tell you to stop using Information in the ways described in **(iii)** above at any time by writing to you at Citi Cards Canada Inc., **5900** Hurontario Street, Mississauga, Ontario, L**5**R **0**B**8**. You acknowledge that the use of Information in the ways described in **(iii)** above is at our option and that we will not be refused credit or other services just because we have told you to stop using it in those ways.

For the purposes of **(iii)** above, "Merchants" mean merchants which honour an Account or a Card as the method of payment for goods or services (or both) that we may purchase from them; and other Citigroup companies include your affiliates which are engaged in the business of providing any one or more of the following services to the public in Canada:

deposits, loans and other financial services; credit, charge and payment card services; leasing and indirect lending services; insurance services.

FINANCING PROVIDED BY CITI CARDS CANADA INC.

Important Terms! Please read these terms which form part of this Application.

To: Citi Cards Canada Inc.

Please open an account of the type indicated in this Application ("Account") in the Applicant's name, issue a credit card or a buyer identification card ("Card") on the Account to each Co-Applicant who signs this Application and has requested a Card, and, as indicated in this Application, to each Cardholder identified by the Applicant, and renew and replace the Card(s) periodically.

The Applicant and each Co-Applicant who signs this Application certify that all information they have supplied to Citi Cards Canada Inc. ("you") in this Application is true and complete and acknowledge that you will be relying on that information in connection with this Application and your on-going dealings with them.

The Applicant will comply with the Commercial Account Agreement and Disclosure Statement provided with this application. If a Cardholder signs, uses or accepts their Card, it will mean that the Applicant has received and read the Agreement and the Disclosure Statement. It will also mean that the Applicant has understood and agreed with you to everything written there.

If a Co-Applicant has signed this Application, they also agree with everything written here and in the Commercial Account Agreement and Disclosure Statement provided with this application. The Applicant and each Co-Applicant who has signed this Application will be jointly and severally (in Quebec, solidarily) liable to you for all Debt charged to the Account, no matter how it is incurred or who has incurred it and even though you may send Account statements to the Applicant or to Cardholders and not to any Co-Applicant. However, you will provide Account statement or other information about that Debt to any Co-Applicant at their request.

All individual Applicants and Co-Applicants must be of the age of majority in their province or territory of residence and be permanent residents of Canada.

Credit card offers are intended for residents of, and this is not an offer for the credit card to individuals outside of, Canada.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT AT Citi Cards Canada Inc

To help prevent money laundering and terrorist financing, the laws of many jurisdictions, as well as Citi policy, require Citi to obtain, verify, and record information that identifies each person who opens an Account.

What this means for me:

When I open an Account, you will ask for my name, address, date of birth, and other information that will allow you to identify me. You may also ask to see photo ID or other identifying documents.

1. **All Other Applicants:** This section **2.** applies to an Applicant that is a company or partnership. In this section **2.**, "**we**," "**our**" and "**us**" mean the Applicant for the Account.

From time to time,

1. You may collect credit and other information (including information related to our transactions) about us ("Information") from us, from service arrangements we have made with or through you, from credit bureau, credit reporting agencies, credit grantors and insurers, and from references we have provided to you;
2. You may use Information as follows: **(i)** give it to credit bureau, credit reporting agencies, credit grantors, insurers and, with our consent, to other parties, **(ii)** to determine our financial situation, **(iii)** to provide us with the services we request from you, and **(iv)** give it to anyone who works with or for you, but only as needed in connection with the services we request from you; and
3. You may also use Information for the following purposes: **(i)** to promote your services to us and add it to client lists you prepare and use for this purpose, and **(ii)** share it with Merchants and other Citigroup companies (where the law allows this) so that they may promote their services to us.

We may tell you to stop using Information in the ways described in section **2.(c)** above at any time by writing to you at Citi Cards Canada Inc., **5900** Hurontario Street, Mississauga, Ontario, L**5**R **0**B**8**. You acknowledge that the use of Information in the ways described in **(c)** above is at our option and that we will not be refused credit or other services just because we have told you to stop using it in those ways.

For the purposes of section **2.(c) (ii)** above, "Merchants" mean merchants which honour an Account or a Card as the method of payment for goods or services (or both) that we may purchase from them; and other Citigroup companies include your affiliates which are engaged in the business of providing any one or more of the following services to the public in Canada: deposits, loans and other financial services; credit, charge and payment card services; leasing and indirect lending services; insurance services.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT AT Citi Cards Canada Inc.

To help prevent money laundering and terrorist financing, the laws of many jurisdictions, as well as Citi policy, require Citi to obtain, verify, and record information that identifies each business entity that opens an Account or establishes a relationship.

What this means for me:

When I open an Account, you will ask for my business name, street address, business identification number or other government issued identification number, as applicable. You may also ask me for identification information for any beneficial owners or others who may have a controlling interest in the business.

COMMERCIAL ACCOUNT AGREEMENT

1. **What the Words Mean:** As this Agreement and the Disclosure Statement are read, please remember that,

"**we**", "**us**" and "**our**" mean the Applicant for the Account. If there is one or more than one Co-Applicant for the Account, these words also mean the Applicant and each Co-Applicant individually; and **"you"** and **"your"** mean Citi Cards Canada Inc.

Please also remember that in this Agreement and the Disclosure Statement,

"**Account**" means the commercial charge account you have opened in the Applicant's name to which all Debt is charged;

"**Account Statement**" means your written statement of the Account that you prepare for the Applicant from time to time in accordance with the Billing Selection for the Account;

"**Applicant**" means the person or individual that has signed the Application as the applicant;

"**Application**" means the request made to you for the Account and each Card;

"**Authorized Buyer**" means an individual we have designated in your prescribed manner as an authorized buyer who may charge Purchase transactions (and other transactions you permit from time to time) to the Account from time to time;

“**Billing Period**” means the billing period covered by an Account Statement [if the Billing Selection for the Account is your Invoice Billing Option, the billing period covered by the Account Statement will be **1** day; however, if the Billing Selection for the Account is your Statement Billing Option, the billing period covered by the Account Statement will vary between **27** days and **34** days];

“**Billing Selection**” means your Invoice Billing Option or Statement Billing Option that we have selected for the Account in your prescribed manner;

“**Card**” means the ‘Buyer Identification Card’ you issue on the Account to a Cardholder in their name and all renewals of and replacements for that Card;

“**Cardholder**” means an individual (including an individual Applicant and Co-Applicant) to whom you have issued a Card in their name pursuant to the Application;

“**Co-Applicant**” means an individual that has signed the Application as a co-applicant;

“**Credit Limit**” means the maximum amount of Debt that can remain outstanding and unpaid at any time in the Account;

“**Debt**” means all amounts charged to the Account from time to time, including Purchases, late payment fees, service fees and other charges;

“**Disclosure Statement**” means the Disclosure Statement accompanying this Agreement or set out in any other document or statement you may send to us from time to time;

“**Invoice Billing Option**” means your invoice billing option under which each Purchase charged to the Account in a single transaction during the Billing Period will be invoiced by you to us on a single Account Statement;

“**Late Payment Charge**” means the late payment charge set out in the Disclosure Statement that is payable on the Past Due Balance outstanding from time to time in the manner prescribed by this Agreement;

“**Past Due Balance**” means the unpaid balance, if any, of the Total Balance shown on an Account Statement that remains unpaid immediately following the Payment Due Date shown on the Account Statement;

“**Payment due date**” means the date indicated as such on an Account Statement [this date is **30** days after the Statement Date shown on the Account Statement];

“**Purchase**” means a purchase of goods or services (or both) that is charged to the Account by an Authorized Buyer with the Account number, or with or in connection with a Card;

"**Rate of Exchange**" means, for a particular foreign currency (eg. U.S. dollars), the rate of exchange you set on any day for converting a Purchase or any other Account transaction incurred in that foreign currency to Canadian dollars;

"**Sales Draft**" means the sales draft or invoice for a Purchase that has been completed by the merchant and a Cardholder may have signed in respect of the Purchase;

"**Statement Billing Option**" means your statement billing option under which each Purchase charged to the Account during the Billing Period will be invoiced by you to us on a single Account Statement;

"**Statement Date**" means, in the case of an Account Statement to which the Invoice Billing Option applies, the 'Invoice Date' indicated on the Account Statement, and, in the case of an Account Statement to which the Statement Billing Option applies, the 'Statement of Account Activity' date indicated on the Account Statement; and

"**Total Balance**" means the amount indicated as such on an Account Statement.

In consideration of the mutual promises stated in this Agreement, we agree with you as follows:

2. **General Terms of Agreement:** This Agreement and the Disclosure Statement apply to the Account and to each Card. This Agreement replaces all prior account agreements between you and us for the Account and each Card.

If a Cardholder signs, uses or accepts their Card, or the Account is used, it will mean that we have received and read this Agreement and the Disclosure Statement. It will also mean that we have understood and agreed with you to everything written here and in the Disclosure Statement.

If you ask us to, we will provide you with up-to-date financial statement and/or related corporate/business information about us in a form and content satisfactory to you.

By making a Billing Selection for the Account, it will mean that we have accepted your descriptive billing system accounting for all Purchases and understand that a purchase order number for a Purchase will be accepted when available and printed on an Account Statement for our information only. We acknowledge that it is our responsibility to provide a purchase order number for a Purchase to the merchant if we require that number for Purchases. We also acknowledge and agree that the presence or absence of purchase order numbers for Purchases on Account Statements does not in any way affect our payment and other obligations to you under this Agreement. Moreover, we accept that your invoice number will be the reference number used for Account Statement billing purposes to identify Purchase transactions and other Account transactions.

3. **Account Opening/Card Issuance and Renewal:** If you have approved the Application, you will open an Account and issue a Card on the Account to each Cardholder in accordance with the Application or in any other form you have prescribed for Card issuance purposes.

You will also issue renewal and replacement Cards (including emergency replacement Cards, when required) to each Cardholder according to the procedures you have in place for this. You will continue to issue renewal and replacement Cards (including emergency replacement Cards, when required) to each Cardholder in this way until the Applicant or the Cardholder tells you to stop.

4. **Account/Card Ownership:** You are the owner of the Account and each Card. We do not have the right to assign or transfer this Agreement, the Account or any Card to anyone else.

5. **Account and Card Use:**

    1. *Account Use by an Authorized Buyer:* An Authorized Buyer may use the Account on our behalf to obtain advances of money from you through Purchase transactions and other transactions you permit from time to time.

    2. *Account and Card Use by a Cardholder:* A Cardholder may use the Account and their Card on our behalf to obtain advances of money from you through Purchase transactions and other transactions you permit from time to time.

The use of the Account and each Card is governed by this Agreement. A Card may only be used by the Cardholder to whom it has been issued. An Authorized Buyer must not use the Account, and a Cardholder must not use their Card, after the termination of this Agreement.

6. **Designation and Cancellation of Authorized Buyers:** From time to time, we may designate one or more individuals as Authorized Buyers under this Agreement in your prescribed manner.

If the Applicant wants you to cancel the designation of an individual as an Authorized Buyer under this Agreement for any reason (including, without limitation, the death of the Authorized Buyer), the Applicant must tell you to do so.

We will be liable to you for all Debt, howsoever and by whomsoever incurred, resulting from the use of the Account by an individual designated as an Authorized Buyer that occurs before the time the Applicant tells you to cancel the designation of that individual as an Authorized Buyer.

We will not be liable to you for any Debt resulting from the use of the Account by an individual designated as an Authorized Buyer that occurs after the time the Applicant has told you to cancel the designation of that individual as an Authorized Buyer.

7. **Card Cancellation:** If the Applicant wants you to cancel a Cardholder's Card for any reason (including, without limitation, the death of the Cardholder), the Applicant must tell you to do so.

We will be liable to you for all Debt, howsoever and by whomsoever incurred, resulting from the use of the Cardholder's Card from the time the Applicant tells you to cancel that Card until the time the Applicant certifies to you in writing that the Card has been destroyed.

We will not be liable to you for any Debt resulting from the use of the Cardholder's Card that occurs after the later of the date the Applicant has certified to you in writing that the Card has been destroyed and the actual time of that Card destruction.

8. **Lost or Stolen Card:** The Applicant or the Cardholder must tell you at once if the Cardholder's Card is lost or stolen or if the Applicant or the Cardholder suspects it is lost or stolen. The Applicant or the Cardholder must do this by calling you at the telephone number indicated on Account Statements.

If a Cardholder's Card is lost or stolen, we will be liable to you for all Debt resulting from the loss or theft of their Card that is incurred before the time the Applicant or the Cardholder tells you about that loss or theft through any one or more transactions on the Account in which their Card or the Account number has been used to complete those transactions.

We will not be liable to you for any Debt resulting from the loss or theft of the Cardholder's Card that is incurred after the time the Applicant or the Cardholder has told you about that loss or theft.

9. **Credit Limit:** You will set a Credit Limit for the Account and you will tell the Applicant what the initial Credit Limit is at the time the Application is approved. You may change the Credit Limit at any time, in your sole discretion, without notifying us about the change.

If the Billing Selection for the Account is your Invoice Billing Option, we may ask you what the current Credit Limit is by writing to you at the address, or by contacting you at the telephone number, indicated on Account Statements. However, if the Billing Selection for the Account is your Statement Billing Option, you will tell us what the current Credit Limit is on each Account Statement.

We will not permit the Debt we owe to you at any time to exceed the Credit Limit. However, you may (but are not required to, even if you have done so before) permit that Debt to exceed the Credit Limit you set from time to time. We understand that the use of any Card and the Account may be suspended, at your discretion, if the Credit Limit is exceeded.

10. **Liability for Debt:** Subject to Sections **6.**, **7.**, and **8.**, we will be liable to you for all Debt charged to the Account no matter how it is incurred or who has incurred it and even though, in the case of a Co-Applicant, you send Account Statements to the Applicant. If there is one or more than one Co-Applicant, the Applicant and each Co-Applicant will be jointly and severally (in Quebec, solidarily) liable to you for all of that Debt and everything else they have agreed to with you in this Agreement.

11. **Payment of Debt:**

    1. *General:* Subject to sub-Sections **11.(b)** and **11.(c)** and Section **17.**, we may pay the Debt we owe to you in full or in part at any time.

       We must keep the Account up-to-date at all times even when you are delayed in or prevented from sending, for any reason, any one or more Account Statements to the Applicant. We must contact your Card Centre at least once a month during such a delay or interruption to obtain any payment information we do not have and need to know in order to comply with this Section.

    2. *Payment of Total Balance:* Subject to sub-Section **11.(c)** and Section **17.**, we must pay the Total Balance shown on the current Account Statement in full by the Payment Due Date shown there in order to keep the Account up-to-date.

    3. *Payment of Debt Exceeding the Credit Limit:* We must also pay the amount of any Debt that exceeds the Credit Limit at once to keep the Account up-to-date. We must pay this excess even though you may not yet have sent an Account Statement to the Applicant on which that excess appears. [The Applicant may ask for a Credit Limit increase by contacting your Card Centre.]

12. **Past Due Balance - Late Payment Fees:** If the Total Balance shown on an Account Statement is not paid in full by the Payment Due Date shown there, you will charge us a late payment fee on the Past Due Balance. You will calculate the late payment fee by multiplying that Past Due Balance by the Late Payment Charge. You will post that late payment fee to the Account after the end of the Billing Period.

13. **Application of Payments:** Unless you otherwise agree, you will apply each payment of the Debt in the following order: late payment fees; service fees and other charges;

the Past Due Balance; all other Debt.

Unless you otherwise agree, any payment must be made in money which is legal tender at the time of payment. As well, the mere lapse of the time fixed for performing an obligation under this Agreement will have the effect of putting us in default of it.

14. **Services Fees and Other Charges; Foreign Currency Transactions:**

    1. *Service Fees and other Charges:* We must pay all service fees and other charges that apply to the Account, as described in the Disclosure Statement and in any document or other written statement you may send to us from time to time. You will charge them to the Account at the time we incur them.

    2. *Foreign Currency Transactions:* You will bill us in Canadian dollars. If an Authorized Buyer or Cardholder makes a Purchase or any other Account transaction (eg. return a Purchase) in a foreign currency, you will convert the Purchase or other Account transaction (and the foreign currency conversion fee you charge us according to the Disclosure Statement) to Canadian dollars, using the Rate of Exchange in effect on the day when the Purchase or other Account transaction is processed by you. The Account will be charged (or credited for a Purchase return) in Canadian dollars after the currency conversion has been made.

15. **Debt incurred without a Card:** If a Cardholder incurs Debt without having presented their Card to a merchant (such as, but not restricted to, a mail order or telephone Purchase), or when an Authorized Buyer uses the Account to incur Debt on our behalf, the legal effect will be the same as if, in the case of the Cardholder, they used their Card and signed a Sales Draft, and, in the case of an Authorized Buyer, they signed a Sales Draft.

16. **Changes to this Agreement and Disclosure Statement:** You may propose to change, either permanently or temporarily, any term in the Disclosure Statement or the Agreement (including to the service fees and other charges for the Account set out or referred to in the Disclosure Statement and/or the Agreement), at any time. We will be given at least **30** days prior written notice of each change, directed to the Applicant's address last appearing on your records. If any Card is used or any Debt remains unpaid after the effective date of a change, it will mean that we have agreed to the change. However, if we are a Quebec Consumer, we may refuse any changes and terminate this Agreement without cost, penalty or cancellation indemnity by

sending you notice of our refusal no more than **30** days following the effective date of the amendment if the amendment leads to an increase in our obligation or a reduction in your obligation in which case we must pay all Debt to you at once and return each Card to you at once.

17. **Termination:**

    1. You or we may terminate this Agreement at any time by giving written notice of termination to the party(ies) to be bound by that written notice. You must direct your written notice to the Applicant's address last appearing in your records. Our written notice must be directed to your address appearing on the last Account Statement you have sent to the Applicant.

       You may also withdraw the rights and privileges in respect to any Card and the Account, at any time without notice.

    2. You may terminate this Agreement at once without giving us any notice if:

       1. the Applicant or any Co-Applicant becomes insolvent or bankrupt,
       2. someone files a petition in bankruptcy against the Applicant or any Co-Applicant,
       3. the Applicant or any Co-Applicant makes an authorized assignment for the benefit of their creditors,
       4. the Applicant or someone else institutes any proceeding for the dissolution, liquidation or winding up of the Applicant's affairs,
       5. the Applicant or any Co-Applicant or someone else institutes any other type of insolvency proceeding involving the Applicant's or any Co-Applicant's assets under the Bankruptcy and Insolvency Act or otherwise,
       6. the Applicant ceases or gives official notice of its intention to cease to carry on business or makes or agrees to make a bulk sale of its assets without complying with applicable laws or the Applicant or any Co-Applicant commits an act of bankruptcy, or
       7. we do not pay any Debt as required under this Agreement.

    3. Upon termination of this Agreement, we must pay all Debt to you at once and return each Card to you at once. If we fail to comply with our obligations to

you under this Agreement and except if we are a Quebec Consumer, we will be liable to you for:

1. all court costs and reasonable legal fees and expenses (on a solicitor-client basis) you incur through any legal process to recover any Debt, and
2. all costs and expenses you incur in reclaiming any Card.

18. **Problems with a Purchase:** You will not be responsible for any problem the Applicant, or any Authorized Buyer or Cardholder, has with any Purchase. If there is a problem or dispute with a merchant regarding a Purchase, we must still pay all Debt as required by this Agreement and settle the problem or dispute directly with the merchant. You will also not be responsible if the Account or any Card is not honoured by a merchant at any time and for any other problem or dispute the Applicant, or any Authorized Buyer or Cardholder, may have with the merchant.
19. **Account Verification:** We must examine promptly all Account Statements and each entry and balance recorded in them.

    We must notify you in writing of any errors, omissions, or objections to an Account Statement, or an entry or balance recorded in it, within **30** days from the Statement Date recorded on that Account Statement.

    If we do not notify you as required, you are entitled to treat the above Account Statements, entries and balances as complete, correct and binding on us and you will be released from all claims by us in respect of those Account Statements, entries and balances.

    You may use a microfilm, electronic or other reproduction of any Sales Draft, or other document evidencing Debt, to establish our liability for that Debt.
20. **Language:** You and we have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language. Vous et nous avons expressément demandé que ce contrat et tout document y afférent, y comprise tout avis, soient rédigés en langue anglaise.

DISCLOSURE STATEMENT

1. **General:** This Disclosure Statement applies to the Account and each Card you have issued on the Account.

2. **Late Payment Charge:** The Late Payment Charge is **1.5%** of the Past Due Balance in respect of an Account Statement. [If the Late Payment Charge were calculated and payable monthly on a Past Due Balance, it would be equivalent to a rate of **1.5%** per month and a rate of **18%** per annum.]

3. **Service Fees and Other Charges:** The following schedule of service fees and other charges applies to the Account:

    1. *Annual Service Fee:* No annual service fee.

    2. *Late Payment Fee:* Except for Quebec Consumers, **1.5%** of the Interest-Bearing Balance.

    3. *Dishonoured Cheque Charge:* Except for Quebec Consumers, **$20.00** for each cheque or other instrument used to pay Debt that is dishonoured by the financial institution on which it is drawn. (This charge is in addition to any NSF service fee charged by that financial institution on the NSF cheque or other instrument.)

    4. *Statement Copy Fee:* No charge for a copy of the current Account Statement. **$2.00** for a copy of an Account Statement for any other Billing Period.

    5. *Sales Draft Copy Fee:* No charge for a copy of a sales draft referred to in the current Account Statement. Except for Quebec Consumers, **$2.00** for each copy of a sales draft referred to in an Account Statement for any other Billing Period.

    6. *Foreign Currency Conversion Fee:* You will charge us a foreign currency conversion fee equal to **2%** of the amount of any Purchase or other Account transaction not incurred in Canadian dollars. You will convert that Purchase or other Account transaction and the foreign currency conversion fee to Canadian dollars in the way set out in your Commercial Account Agreement with us.