CARDMEMBER AGREEMENT

Brim Mastercard®

INFORMATION BOX
OPEN CREDIT CONTRACT FOR USING A CREDIT CARD
(Consumer Protection Act, section 125)

Credit limit granted	Can be found after logging in to your Account at https://brimfinancial.com
Credit rate	*Preferred Annual Rate:* *19.99% - Purchases* *19.99% - Balance Transfers* *21.50% - Cash Advances* *Standard Annual Rate:* *21.99% - Purchases* *21.99% - Balance Transfers* *21.99% - Cash Advances*
Grace period	The grace period during which credit charges will not be charged on outstanding amounts (other than Cash Advances) will be 21 days from the last day of the period covered by the statement of account as shown on your month statement. There is no grace period for Cash Advances.
Minimum periodic payment	The Total Minimum Payment shown on each monthly statement will be **5%** of your outstanding Balance (excluding any balances under any current Installment Plan) plus the monthly installment due under any Installment Plan.

Other charges	• Annual Membership Fees – Primary Cardmember
	  ○ Brim Mastercard®: **$0**
	  ○ Brim World Mastercard®: **$99**
	  ○ Brim World Elite Mastercard®: **$89**
	• Annual Membership Fees – Each Additional Cardmember
	  ○ Brim Mastercard®: **$0**
	  ○ Brim World Mastercard®: **$20**
	  ○ Brim World Elite Mastercard®: **$50**
	Annual membership fees are posted to your Account when your Card is issued and annually thereafter in the same month.
	• Cash Advance Fee (in Canada): **$3.50**
	• Cash Advance Fee (outside of Canada): **$5**
	• Duplicate Statement Fee: **$5** for each additional paper copy of your paper monthly statement.
	• Fast Card Fee for courier delivery or international delivery: **$25**

	• Foreign Currency Conversion Fee: **1.5**% of the converted amount, on both credits and debits

Please Note: This version of the Cardmember Agreement is in effect as of March 15, 2024, and it applies only if your application was received on or after March 15, 2024. If we have notified you in writing that your existing version of the Cardmember Agreement that governs your account is replaced by this Cardmember Agreement, this version of the Cardmember Agreement is in effect as of May 18, 2024.

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If you reside in the Province of Quebec, this document is your Cardmember Agreement with us. This Cardmember Agreement governs your Account as well as all Cards associated with your Account. The promises the Primary Cardmember made, and consents given in the application for each Card continue to apply. The defined terms used in this Cardmember Agreement are found in the "Definitions" section below. This Cardmember Agreement contains important and useful information that you must read and understand. The fact that the Card has been issued by us replaces our signature and the use of the Card by you replaces your signature and means that you consent to and accept the terms and conditions of this Cardmember Agreement. Please keep this Cardmember Agreement in a secure place for future reference.

Please Note: This version of the Cardmember Agreement is in effect as of August 1, 2019 and it applies only (i) if your Account is opened on or after August 1, 2019, or (ii) if we have notified you in writing that your existing cardmember agreement is replaced by this Cardmember Agreement.

Terms and Conditions

1. Definitions

In this Cardmember Agreement, the words listed below have the following meaning: "ABM"

means an automated bank machine.

"Account" means the credit card account we open and maintain for the Cards.

"Account Documentation" means any one or more documents evidencing your Agreement, including electronic or technology-based documents.

"Additional Cardmember" means a person who has been issued a Card under the Account with the authorization and at the request of the Primary Cardmember.

"Additional Cardmember Spending Limit" means a monthly spending limit set by the Primary Cardmember for an Additional Cardmember, which may include a cash limit specific to that Additional Cardmember.

"Agreement" means collectively all agreements between you and us relating to your Account and any Card issued under the Account, including your application for a Card, the Information Box, the Cardmember Agreement, your monthly statements, the Brim Privacy Policy, the terms and conditions relating to the Brim Open Rewards Program, the terms and conditions relating to any Mobile Payments Service provided or developed by us, the terms and conditions relating to any other optional service, loyalty program, special payment plan or promotional offer provided or developed by us from time to time together with all amendments, modifications, supplements, and replacements to any of the foregoing from time to time in accordance with the terms of the Agreement and applicable law.

“Available Credit” means your Credit Limit less your Balance and the aggregate amount of any authorized Transactions.

“Balance” means the total amount of all Transactions, interest, fees and any other amounts charged to the Account under the Agreement (including the current monthly installment due under any Installment Plan), less any payments or credits that have been posted to your Account (other than any credits applied to the

principal balance under an Installment Plan in accordance with Section 8.g. (Returns)). For greater certainty, Balance does not include any amount under an Installment Pay Plan other than the current installment due thereunder.

“Balance Transfer” means a cash advance transaction by which you borrow money on your Account to pay the outstanding balance on another credit card (other than a credit card issued by us or one of our affiliates) and thereby transfer the balance owing on that other credit card to the Account.

“Brim Privacy Policy” means the Brim Privacy Policy attached to this Cardmember Agreement as Exhibit A, as amended, modified, supplemented or replaced from time to time.

“Card” means any credit card or other account access device issued by us to a Cardmember under the Account, including any renewal or replacement of such credit card or device.

“Cardmember” means the Primary Cardmember and any Additional Cardmember.

“Cardmember Agreement” means this Brim Mastercard Cardmember Agreement, as amended, modified, supplemented or replaced from time to time in accordance with this Cardmember Agreement and applicable law.

“Cash Advance” includes the following: (i) a cash advance obtained from an ABM or a financial institution that accepts your Card; (ii) use of your Card or Account for Cash-Like Transactions, Balance Transfers or Convenience Cheques; and (iii) any other Transaction where you withdraw cash from the Account.

“Cash-Like Transaction” means a Transaction involving the purchase of items that are directly convertible into cash or are similar to cash. Cash-Like Transactions include wire transfers, travellers cheques, money orders and gaming transactions, including betting, off-track betting, race track wagers, lottery tickets and casino gaming chips.

“Convenience Cheque” means a cheque we may supply for use with your Account.

“Credentials” means information stored on your mobile device that is used by a Mobile Payments Service to identify you and your Account.

”Credit Limit” means the maximum amount up to which credit is extended under the Account (other than any Installment Pay Credit Limit) and that is available to you to charge Transactions and cover interest and fees.

“Information Box” means the “Information Box — Open Credit Contract For Using a Credit Card” disclosure document which is found on the first page of this Agreement or that may be included in your Welcome Package within a document separate from this Cardmember Agreement and

any additional disclosure document to be provided to you when we send you new or replacement Cards, each as amended, modified, supplemented or replaced from time to time in accordance with the Agreement and applicable law.

“Installment Pay” means the installment pay program described in Section 8 of this Cardmember Agreement.

“Installment Pay Credit Limit” means the credit limit that is in addition to your Credit Limit and that is extended to you for the purposes of an Installment Plan.

“Installment Plan” means an equal installment plan for a qualifying Purchase established in accordance with Section 8 of this Cardmember Agreement.

“Insurance Certificates” means certificates of insurance relating to insurance products embedded in the card made available to Brim Financial Inc. Mastercard cardmembers that are underwritten by the insurance providers named therein. However, you are not under any obligation to purchase any insurance product where coverage is subject to the payment of a fee.

“interest rate” means the rate used to calculate the amount claimed as interest which constitutes a credit charge.

“Mobile Payments Service” means Apple Pay, Samsung Pay, Google Pay or any other mobile payments service, digital wallet mobile device application or electronic application used to make Transactions with your mobile device.

“PAPs” means a pre-authorized payment charged to the Account, including pre-authorized payments charged to the Account by any Additional Cardmember and those charged to the Account after the Agreement ends or an Additional Cardmember’s Card has been cancelled or expires, unless written notice to cancel the pre-authorized payment has been received by the merchant before the pre-authorized payment has been charged to the Account.

“Payment Due Date” means the date appearing on each monthly statement when at least the Total Minimum Payment is due to be paid on your Account.

“Personal Information” means any identifiable information about you in our possession or control.

“PIN” means a personal identification number, unique number or password which is provided by us or selected by the Cardmember and which is used in connection with a Card, including when a Card is used at ABMs, merchant terminals or other devices which require a PIN.

“Primary Cardmember” means the person who applied for the opening of the Account and the issuance of a Card and in whose name the Account has been opened and to whom a Card has been issued under the Agreement.

“Purchase” means a Transaction that is not a Cash Advance.

“Total Authorized Credit Limit” means collectively the Credit Limit and any Installment Pay Credit Limit.

“Total Balance” means the total amount of the Balance and includes any principal amount owing under any Installment Plan.

"Total Minimum Payment" means the amount shown on each monthly statement that is required to be paid by the Payment Due Date.

"Transaction" means any use of a Card, Card number or Account to purchase goods or services or make other charges to your Account (including all Purchases made online or using a Mobile Payments Service and Cash Advances) and includes unpaid interest and fees but excluding any Installment Plan.

"we", "our" or "us" means Brim Financial Inc.

"Website" means any or all of Brim's marketing website, Cardmember Portal or Mobile App.

"Welcome Package" means the package that the Primary Cardmember receives with the first Card that is issued to them which includes a welcome letter, the Information Box, this Cardmember Agreement (including the attached Brim Privacy Policy), the Insurance Certificates, the Brim Open Rewards Program Terms and Conditions, and the terms and conditions relating to any optional service or credit card feature that is currently available to you.

"you" or "your" means each Cardmember. If there is more than one Cardmember, "you" and "your" refer to each one of you.

2. About the Card and Using Your Credit Card Account

a. Transactions: Your Card and your Account number may be used for Purchases that you conduct in person, on the internet, over the phone, by mail order or other electronic means, including contactless Transactions and Mobile Payments Services, and where available, to obtain Cash Advances, wherever your Card is accepted, provided we permit you to do so and you comply with your Cardmember Agreement.

b. Prohibited Use of your Card: You must not use your Card or Account number for any internet gambling transaction or illegal or unlawful purpose, including any Transaction prohibited by the applicable laws of the jurisdiction where you reside or of any other jurisdiction where a Card is used or where the goods or services are provided. You agree not to use your Card before the valid from date or after the expiry date indicated on the Card. If any amounts are charged on a Card before the valid from date or after the expiry date, the Primary Cardmember is liable for and must repay us those amounts. We reserve the right to block, stop or prevent your Card or Account from being used for certain types of Transactions as determined by us without advance notice to you.

c. Repayment Obligations: Any Transaction made by any Cardmember using a Card or Account number is an extension of credit to the Primary Cardmember for the amount of the Transaction, even if a Cardmember authorizes the Account to be charged without presenting the Card to a merchant or without signing a sales draft, including by telephone, mail, the internet or any other electronic means, including contactless Transactions and Mobile Payments Services (the legal effect is the same as if the Card had been presented and the sales slip was signed or a PIN or password entered). The Primary Cardmember is liable for and promises to repay the entire Total Balance and any other amount owing under the Agreement, including any amounts charged to the Account by any Additional Cardmember, even if you have used or allowed your Card or Account to be used in a manner that is not in compliance with the Agreement, or which exceeds your Credit Limit. The Primary Cardmember is responsible for ensuring that all Additional Cardmembers comply with the terms and conditions of the Agreement.

d. Unauthorized Use: You agree that each Card and related Account number will be used only by the Cardmember whose name appears on the Card. In the event that a Cardmember lends or allows a person to use their Card or Account number, the Primary Cardmember will be responsible for any amounts charged to the Card or Account by that person, even if that person was a minor or regardless of whether or not the Cardmember intended to limit the authorization granted to that person's use of the Card or Account to a particular use, amount or time.

e. Card Signing and Ownership: The Card is our property. You will sign your Card immediately when you receive it and we may require you to activate your Card before it can be used. All Cards and Convenience Cheques must be immediately returned to us upon our request.

f. Adding or Removing Additional Cardmembers: The Primary Cardmember may, without advance notice to any Additional Cardmember, add or remove any Additional Cardmembers from the Account from time to time by contacting us or by using Brim's Website. An Additional Cardmember's Card number (or the number on the renewed or replaced Card) will be different from the Primary Cardmember's original Card number but are all part of the same Account. We may limit the number of Additional Cardmembers on an Account.

g. Recurring Transactions: If you have arranged for any PAPs to be charged to a Card, you are responsible for providing a merchant with adequate, correct and up-to-date information, including advising a merchant if your Card number or expiry date changes. We are not liable if any PAPs cannot be posted to your Account. You must settle any dispute you may have in connection with a PAP directly with the merchant who charged your Account. If you want to cancel a PAP, you must contact the merchant in writing to advise them that you will be terminating the PAP and must check your statement after the merchant has received your notice to ensure that the PAP has been cancelled.

h. Personal Identification Number (PIN): You will be required to set up a PIN or change the PIN provided by us upon activation of your new Card. When setting up or changing your PIN, you must not select a PIN: (i) that is easily identifiable, such as a birth date, a phone number or a PIN that you use for any other accounts you may have; (ii) which can be easily obtained or guessed by someone else; (iii) that is the same as or contains any part of any number on an identification card that is kept close to your Card; or (iv) a PIN that does not comply with any other instructions provided by us for setting or changing your PIN.

You must: (i) keep your PIN absolutely confidential and maintain the secrecy of your PIN or any other password for your Account (which includes passwords or access codes used to access your Account online or to complete Internet or other electronic transactions); (ii) take all reasonable precautions to ensure no one finds out your PIN, including while you key-in your PIN at an ABM or at a merchant with a chip-enabled terminal; and Oil) not write any PIN or password on your Card or on statements for your Account. You must not share your PIN or any other password for your Account with anyone.

i. Credentials: If you have enabled a Mobile Payments Service on your mobile device, you must verify that all Credentials are erased from your mobile device or SIM card (i) before you sell or otherwise dispose of your mobile device or SIM card or (ii) immediately after your mobile device or SIM card is lost or stolen.

j. Mobile Payments Services: Additional terms and conditions will apply to you if you elect to use a Mobile Payments Service. To use any Mobile Payments Service provided or developed by us that may be offered from time to time, a Cardmember must agree in advance to the terms

and conditions of use applicable to such Mobile Payments Service. You will be provided a copy of such terms and conditions and asked whether you agree with such terms and conditions at the time that you first log on to use such service. Such Mobile Payments Service terms and conditions, as amended from time to time, form an integral part of the Agreement. You can also obtain a copy of such terms and conditions at brimfinancial.com/legal.

3. Credit Limit

Your monthly statement will indicate your current Credit Limit as well as your Available Credit as of the date of the monthly statement. We may decrease your Credit Limit at any time and will not increase your Credit Limit without obtaining the express consent of the Primary Cardmember. Approvals of Credit Limit increases are at our sole discretion.

We may set a separate cash advance limit for cash related activities on your Account (such as Cash Advances, Balance Transfers and Convenience Cheques). The cash advance limit is not additional credit beyond your Credit Limit but is a specific limit for cash related activities and interest on these items.

Balance Transfers are Cash Advances and interest is charged from the date the transfer occurs. Continue making your minimum payments on accounts from which you are transferring until the balance transfer amounts are credited to those accounts in order to avoid late charges and penalties. If the total amount to be transferred is more than your available Credit Limit, we may send your creditors either full or partial payment up to the amount of your available Credit Limit. We reserve the right to limit the number and dollar value of balance transfers and to decline them for any reason. Balances from cards and accounts of Brim Financial Inc. or its affiliates' cards are not eligible to be transferred.

We may from time to time, at our discretion, authorize Transactions that cause your Balance to exceed your Credit Limit. In such case, you will be notified by email or in-app notification as to the Credit Limit being exceeded. However, you understand that while we may authorize any Transactions that cause your Balance to exceed your Credit Limit, we are not required to do so even if we have done so in the past. Any amount which exceeds the Credit Limit will be included in the Total Minimum Payment on your next monthly statement.

However, we may, at any time, decline any Transactions that cause your Balance to exceed your Credit Limit. If a Cash Advance would result in your cash advance limit being exceeded, that Cash Advance may be declined. Partial amounts will not be processed.

The Primary Cardmember may contact us or use the Brim's Website to set an Additional Cardmember Spending Limit for any Additional Cardmember on the Account, which the Primary Cardmember may adjust or remove at any time. The Additional Cardmember Spending Limit(s) will be subject to the overall Credit Limit and cash advance limit on the Account, so the funds available to an Additional Cardmember may be less than the Additional Cardmember Spending Limit. The Primary Cardmember will continue to be fully liable for the Account.

4. Monthly Statements

We will provide the Primary Cardmember with a statement of account at the end of each monthly period. The Primary Cardmember must ensure that a monthly statement is received each month and review it. If there is an error or irregularity (including any fraudulent or unauthorized Transactions) with any Transaction, fee or charge on your monthly statement, you must contact

us within 30 days of the last day of the statement period shown on your monthly statement. If you fail to contact us within 30 days, the monthly statement and our records will be considered to be final, and you may not afterwards make any claim against us regarding these items on the Account. We reserve the right at any time to remove from your Account any credits which have been posted in error. We are not required to provide the Primary Cardmember with a statement at the end of any monthly period if there have been no advances or payments during the period and the outstanding balance at the end of the period is zero.

5. Payment Information

a. Total Minimum Payments: The Primary Cardmember must pay, and we must receive at least the Total Minimum Payment by the Payment Due Date. However, if your monthly statement Balance is less than $10, your Total Minimum Payment will be the full Balance. The method of calculating the Total Minimum Payment is set out in the Information Box. A credit to your Account, for example, as a result of a return of goods to a merchant, does not constitute a payment to your Account and does not satisfy the requirement to pay the Total Minimum Payment.

b. Making Payments: The Primary Cardmember is responsible for ensuring that payments are received by us by the Payment Due Date. You can make payment at any time and payments can be made by mail, through a financial institution in Canada, by the internet or other electronic means using our website at brimfinancial.com, on our app, or by any other method of which we notify you. Payment can take several days to reach us. Please choose a payment method that results in your payment being received and processed by the Payment Due Date. A payment to your Account will only be credited to your Account and adjust your Available Credit once we have received, processed and cleared it and does not immediately adjust your Available Credit.

If your Payment Due Date falls on a Saturday, Sunday or a statutory holiday, your Payment Due Date will be automatically extended to the next business day that is not a Saturday, Sunday or statutory holiday. We will consider your payment made on such next business day as having been made on time. To determine whether your Payment Due Date falls on a statutory holiday, we will look at the Primary Cardmember's place of residence based on the home address we have on file at the time of your monthly statement.

c. How We Apply Your Payments: All payments received towards your Total Minimum Payment will be applied in the following order: (i) first, to any interest charges that appear on your monthly statement; (ii) second, to any fees that appear on your monthly statement; (iii) third, to any monthly installment due under any Installment Plan that appears on your monthly statement; (iv) fourth, to any Transactions that appear on your monthly statement, including any amount that exceeds your Credit Limit or any past due amounts; and (v) fifth, to any fees and other Transactions that do not yet appear on your monthly statement but are posted to your Account.

If any of the above items (i) to (v) are charged at different interest rates, your payment will be applied to those amounts with the higher interest rate(s) first before those amounts with the lower interest rate(s). However, if you pay the Total Minimum Payment in full each month, the monthly installment due under any Installment Plan that appears on your monthly statement will always be paid in full.

We will apply any amount of your payment that is greater than the Total Minimum Payment to each interest rate category (i.e. all items that have the same annual rate will be placed into the same category) starting with those categories with the higher interest rate(s) first before categories with the lower interest rate(s).

Payments received by us that exceed the amount of the Balance on your statement will be applied in the following order: (i) first, to Transactions that have not yet appeared on your monthly statement but that are posted to your Account, using the same payment allocation described above in this section, and are applied in the order in which the Transactions are posted to your Account, and (ii) second, to the principal balance of any Installment Plan that appears on your monthly statement (regardless of whether or not such principal balance is then due). If your payment results in an Installment Plan being paid earlier than the original period, then your Installment Plan will end and you will no longer be charged a monthly processing fee.

If you have more than one Installment Plan, any excess amount will be applied to the Installment Plan that ends first.

We may accept late payments, partial payments and payments marked "paid in full" or with similar wording without losing any rights we have by law or under the Agreement.

d. Credit Balances: We do not pay interest on any credit balances. You acknowledge that credit balances are not deposits and are therefore not insured under the Canada Deposit Insurance Corporation Act.

6. Interest and Grace Periods

a. Interest Rates: Interest is charged at the applicable annual rates specified in the Information Box. If you always pay at least the Total Minimum Payment shown on your monthly statement on or before the Payment Due Date, the preferred rate for Purchases will apply to your account Balance (excluding Cash Advances and Balance Transfers), the preferred rate for Cash Advances will apply to Cash Advances (other than Balance Transfers), and the preferred rate for Balance Transfers will apply to Balance Transfers. If you do not pay the Total Minimum Payment by the Payment Due Date for any **2** billing periods within any **12**-month period, the standard rate will apply to your account Balance, beginning on the first day of the following billing period.

If you then pay the Total Minimum Payment by the Payment Due Date for **12** consecutive billing periods, the preferred rates for Purchases, Balance Transfers and Cash Advances (other than Balance Transfers) will apply beginning on the first day of the following billing period.

The applicable annual rates are subject to change from time to time, with notice to you in accordance with the Agreement and applicable law. The current applicable annual rates will also be set out on your monthly statement.

b. Interest on Purchases: Interest accrues on each Purchase from the date of the transaction giving rise to the particular Purchase which may be earlier than the date that the Purchase is posted to your Account. You can avoid interest being charged on the particular Purchase by ensuring that we always receive payment in full of your Balance every month by the Payment Due Date. If we do not receive payment in full of the Balance on your current monthly statement by the Payment Due Date, you will have to pay interest on any Purchase from the transaction date that appears on your monthly statement until the date we receive payment that covers the full amount of such Purchase.

c. Interest on Cash Advances: There is no interest-free grace period for Cash Advances. Interest accrues on each Cash Advance from the date of the Cash Advance until the amount of the Cash Advance is paid in full.

c.1. Interest-free Grace Period: Your Payment Due Date is at least 21 days after the last day of the statement period shown on your monthly statement. The interest-free grace period is at least 21 days from the date the monthly statement is mailed to you or is available to you in electronic form (if you have agreed to receive your monthly statement in electronic form). This period of time is called the interest-free grace period. This means that interest will not be charged on new Purchases or on any other amount included in your Balance (other than Cash Advances), if we receive payment in full of the Balance on your current monthly statement by the Payment Due Date. There is no interest-free grace period for Cash Advances (which includes Balance Transfers, Convenience Cheques and Cash-Like Transactions).

d. How we calculate interest: Interest on Transactions and any other charges that make up your Balance (other than fees) is calculated using the "average daily balance method". The "average daily balance method" results in the monthly compounding of interest. At the end of each billing period, we calculate interest for each category of interest-bearing Transactions and any other charges that makes up your Balance and that is subject to interest at a different annual rate. For each category, we determine:

(a) the "daily interest rate" for that category for the billing period; and

(b) the "average daily balance" of all Transactions and other charges in that category for the billing period. We then multiply the daily interest rate for a particular category by the average daily balance for that category, and then by the number of days in the period, and we add this amount to your Balance for each category.

We determine the "average daily balance" for a particular category by adding together the Balance for that category for each day during the billing period (treating any negative credit balance as a zero balance) and dividing that sum by the number of days in the billing period. We determine the "daily interest rate" by dividing the applicable annual interest rate for that category by 365 (in a regular year) or 366 (in a leap year).

7. Fees

The Information Box sets out the fees that you must pay relating to your Account. We will notify you, in accordance with Section 20.b (Changes to Open Credit Contract) and applicable law, if we make any changes to the information in the Information Box.

8. Installment Pay

a. Installment Pay. From time to time you may be eligible to participate in Brim's installment pay program which will allow you to pay for qualifying Purchases made with your Card in equal and consecutive monthly installments, subject to the applicable terms and conditions set out in the Agreement. If applicable, additional terms and conditions, including the terms and conditions relating to a particular promotional rate or other offer, will be provided to you. By participating in Installment Pay, you agree that such additional terms and conditions are deemed to form part of the Agreement.

Participation. Participation in Installment Pay is voluntary. For a Purchase to qualify, the Purchase must be posted to your Account as a single transaction equal to or greater than the dollar threshold amount of $500 and it must not be for restaurants, groceries or liquor. We may also set other limits for participation in Installment Pay that will be communicated to you. After a qualifying Purchase (meaning a Purchase other than restaurant, groceries or liquor purchases) is made,

you may participate via our Brim's Website or call center, to use Installment Pay with respect to the Purchase provided that the application is made within 60 days from the date of the Purchase. You must choose a payment period of 12, 16, 20 or 24 months, except that in the case of travel related Purchases, the payment period must be 12 months, and we may limit options for other Purchase types from time to time.

In order to use Installment Pay, you must qualify for credit that is in addition to your Credit Limit. By applying for participation in Installment Pay you are applying for a temporary increase in your Total Authorized Credit Limit by an amount equal to the amount of the qualifying Purchase designated for participation in Installment Pay. You will be asked to provide your consent for the temporary credit increase. The related Installment Pay Credit Limit is a temporary increase in your Total Authorized Credit Limit that will amortize down gradually in each Installment Pay period and will end at the end of the applicable Installment Plan.

b. Fees for Installment Plans.

You will only be presented with installment offers with 0% fixed installment fee, or other offers that are eligible in the Province of Quebec.

c. Monthly Installment Amounts. For any approved Installment Plan, the amount of the qualifying Purchase will be payable in equal and consecutive monthly installments. The total number of monthly installments will be based on the payment period (12, 16, 20 or 24 months, except that in the case of travel related Purchases, the payment period must be 12 months, and we may limit options for other Purchase types from time to time) that you selected in accordance with Section 8.(b). The amount of the qualifying Purchase posted to an Installment Plan will be fully amortized over the selected period. The amount of such monthly installments will be calculated by us based on the amount of the qualifying Purchase, and the selected payment period. For each qualifying Purchase, we will calculate how much you have to pay us each month as follows: the qualifying Purchase amount will be divided into equal payments (or almost equal payments if the amount does not divide equally) based on the payment period you selected.

The first monthly installment will appear on your first monthly statement after we have approved your request to use Installment Pay for a qualifying Purchase. The remaining monthly installments will appear on your subsequent monthly statements. The current monthly installment will be included as part of the Total Minimum Payment due on the Payment Due Date shown on your monthly statement.

d. Prepayment and Removal. You can remove a qualifying Purchase from the Installment Plan by calling us at the phone number found in the "Contacting Us" Section of this Cardmember Agreement. Your Purchase will also be removed from the Installment Plan in case of late payments as described in Section 8.f below. See 5.c above on how we apply your payments. In case a qualifying Purchase is removed from an Installment Plan, such Installment Plan will end and the remaining deferred amount and any interest will be payable in the following manner: All deferred amounts related to the qualifying Purchase will no longer be considered as deferred and will therefore be due and owing as if they were ordinary Purchases on your Account and, subject to any applicable interest-free grace period, you will be charged interest at the then prevailing annual interest rate for Purchases for the remaining balance of that Purchase from the date of the removal of such Purchase from the Installment Plan until it is repaid in full.

e. Late Payments. If we do not receive the Total Minimum Payment amount in full by the Payment Due Date, you will be considered to have a missed payment on account of a monthly

installment. If you miss 1 payment, the monthly installment due amount will be added to your Balance and will be subject to interest charges at the rate then applicable for Purchases set out in the Information Box. If you have 2 consecutive missed payments, Installment Pay will terminate and all deferred amounts (for all Purchases that are then participating in Installment Pay) will be added to your Balance and subject to interest charges at the rate then applicable for Purchases set out in the Information Box from the date of termination. Purchases that are posted to your Account after a missed payment may not qualify for participation in Installment Pay.

f. Returns. If you return a Purchase that was posted to Installment Pay, we will generally apply any credit you receive to the Balance owing on your monthly statement. A return of an item will not automatically reduce any Installment Plan you have.

g. Additional Terms and Conditions: We may, without notice, restrict (i) the total number of qualifying Purchases that are eligible for participation in Installment Pay, and (ii) the total dollar amount you can have participating in Installment Pay to a maximum percentage of your Credit Limit.

Whether or not a Purchase qualifies for the dollar threshold you choose at enrollment will depend on the final Canadian dollar amount posted to your Account. Installing qualifying Purchases are limited to one per day.

We reserve the right to not grant eligibility to use Installment Pay if your Account is not in good standing, if your Account does not qualify for additional credit or if we become aware of any adverse credit information or for any other reason at our sole discretion.

9. Other Special Payment Plan, Promotional Offers, Optional Services and Loyalty Programs

a. Special Payment Plan or Promotional Offers: From time to time, you may be eligible for certain special payment plan or promotional offers, including, without limitation, (i) introductory interest rates, (ii) seasonal promotions, (iii) merchant or spend promotions, and (iv) same as cash programs. By participating in a special payment plan or promotional offer, you will be deemed to have accepted to be bound by and will be subject to the terms and conditions set out in the special payment plan or promotional offer. Except to the extent modified by the terms and conditions of the special payment plan or promotional offer, the terms and conditions contained in the Agreement continue to apply to any special payment plan or promotional offer. At the end of the special payment plan or promotional offer or if an Event of Default has occurred, all terms and conditions of the special payment plan or promotional offer will cease and all terms and conditions contained within the Agreement will apply to any Transactions and any charges incurred under the special payment plan or promotional offer.

b. Optional Services: From time to time we may offer you optional services with your Card at additional cost to you. Optional services will be subject to separate agreements and may be provided by third parties. Enrolling in optional services does not affect the terms of your then existing Agreement. You acknowledge that optional services offered by any third party may be cancelled, modified or withdrawn by such third party in accordance with their terms. We are not liable for any optional services provided to you by a third party. Any dispute that you have with the third party provider of the optional services does not affect your obligation to pay us the full amount of the Total Balance and any other amounts which have been charged to the Account, including interest and any fees, in accordance with this Card.

c. Special Card Features. We may make special services or benefits available to you including insurance coverage, and memberships. Some of these services and benefits are features of the Card and are described in the Welcome Package that accompanies your new Card. Others must be enrolled in or purchased separately by you. Card services and benefits are subject to additional terms and conditions which may change from time to time and may be cancelled in accordance with their terms. Certain Card services and benefits may be supplied by third parties; we are not liable for any services or benefits not directly supplied by us. You must deal directly with the relevant third party regarding any dispute.

d. Loyalty Programs: From time to time we or a third party may offer a loyalty program with your Card that may be without any cost to you. A description of the terms and conditions relating to any existing loyalty program is included in your Welcome Package. Loyalty programs are subject to additional terms and conditions which may change from time to time and may be cancelled in accordance with their terms. We are not liable for any loyalty programs not provided by us. Any dispute that you have with the loyalty program does not affect your obligation to pay us the full amount of the Total Balance and any other amounts which has been charged to the Account, including interest and any fees, in accordance with the Agreement. You must deal directly with the third party provider to settle any such disputes. By using your Card, you accept the terms and conditions of any loyalty program associated with your Card.

10. Lost, Stolen or Unauthorized Use of Your Account

You must take reasonable care to safeguard your Card, PIN, password and cheques against loss, theft or misuse. You must immediately lock your Card and notify us by telephone within 24 hours when you learn of the loss, theft or misuse of your card, or mobile device if using mobile payment services, or if you suspect that someone else knows your PIN or password, or when you otherwise become aware that your card is being misused. To lock your Card, go to the Dashboard screen or the My Cards screen on Brim's Website and press the "lock card" button. To report unauthorized use of your Card or account, please call our Fraud department at 1-877-473-8914 (Canada and U.S.) or collect 1-647-251-2746 (if you are outside Canada and the U.S.).

You must not allow any person other than a Cardmember to use a Card or the Account. If this happens, you will be liable for all resulting transactions and any interest, fees and losses incurred, even if the other person was a minor or did not comply with any limitations you placed on their use of the Card or Account.

If someone uses your card without your authorization, you are not liable if:

- you did not contribute to the unauthorized use, and
- you used reasonable care to safeguard your card and PIN, and
- you locked your card and notified us by telephone within 24 hours after you learned of the loss, theft or misuse of your card or cheques or device, or after you suspected that someone else knows your PIN or password.

You will not be liable for any unauthorized Transactions that occurs after you notify us that your Card has been lost, stolen or used in an unauthorized manner. Your liability for any unauthorized Transactions made on your Account prior to you notifying us that your Card has been lost or stolen will be a maximum of $50.

You agree to cooperate and help with any investigation that we initiate into unauthorized use you report before we will consider reimbursing you for any losses. This cooperation may include filing a report with law enforcement authorities.

We reserve the right to block the use of your card without providing you with prior notice should we suspect unauthorized or fraudulent use of the card.

If you request delivery by courier service or international delivery of a replacement card, the Fast Card Fee as set out above will apply.

11. Renewal and Replacement Cards

You authorize us, without notice to you, to send you or any Cardmember on the Account, a renewal or replacement Card.

12. Our Rights on Default

Your Account will be considered to be in default under the Agreement if: (i) you do not make the Total Minimum Payment by the Payment Due Date; (ii) you fail to comply with any terms or obligations contained in the Agreement; (iii) the Primary Cardmember provides any misleading, incorrect, false or incomplete information in their application; (iv) the Primary Cardmember dies or become incapacitated; or (v) the Primary Cardmember become insolvent or bankrupt or insolvency proceedings are brought by or against the Primary Cardmember or the Primary Cardmember makes a proposal to its creditors (each an "Event of Default").

If an Event of Default occurs, we may at our sole discretion: (i) declare that the Total Balance will become due and payable on demand from us together with interest on such Total Balance at the annual interest rate(s) payable on the Account at that time; (ii) terminate or restrict your rights under the Agreement or your Account, including suspending your ability to make Transactions;
(iii) terminate any Installment Plan and add all deferred amounts (for all Purchases that are then participating in Installment Pay) to your Balance and subject to interest charges calculated at the rate applicable to Purchases set forth in the Information Box; (iv) terminate any other special payment or promotional plan offers and convert any balance on such special payment or promotional plan based on the terms and conditions contained in the Agreement; (v) require that you return all Cards and Convenience Cheques to us; and/or NI) exercise all other rights and remedies that are available to us in law. The following mandatory clause applies in the event we intend to exercise our right set forth above to require the immediate payment of the Total Balance and any other amounts owing on the Account:

"Clause required under the *Consumer Protection Act*.

(Clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must forward the consumer a notice in writing and unless he is exempted in accordance with section 69 of the General Regulation, he must forward him a statement of account.

Within 30 days following the receipt by the consumer of the notice and, where necessary, of the statement of account, the consumer may:

(a) either remedy the fact that he is in default;

(b) or present an application to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to sections 104 to 110 of the *Consumer Protection Act* (chapter P-40.1) as well as to section 69 of the General Regulation made under that Act and, where necessary, to communicate with the Office de la protection du consommateur."

13. Closing Your Account

The Primary Cardmember may close the Account by contacting us at the address or phone number found in the "Contacting Us" Section of this Cardmember Agreement. We may terminate the Agreement, or close or suspend access to your Account or any Cards, or reduce your Credit Limit, immediately at any time without telling you in advance for any other reason at our sole discretion.

If the Agreement is terminated or your Account is closed or suspended, the Primary Cardmember will remain responsible for all amounts owing on the Account, including any pre-authorized payments, fees and additional interest that may be posted to your Account and all amounts outstanding under any Installment Plan and you must stop using your Card. You are required to cancel any pre-authorized payments you have arranged with any merchants. The terms and conditions contained within the Agreement will continue until, and termination of the Agreement will only take effect when, we have received the full Total Balance and any other amount that you owe to us.

14. Problems with a Retailer

Any complaints or problems regarding any products or services you purchase using your Account or your Card, must be settled directly with the retailer unless otherwise required by applicable law. To avoid late interest charges and any penalties, please continue to make payments to your Account while you are resolving the problem with the retailer. Any dispute that you have with a retailer does not absolve the Primary Cardmember of its obligation to pay us the full amount that has been charged to the Account. In such circumstances, we may not refund any interest charged on Transactions that were credited to your Account.

How We Communicate with You

Account Documentation will be sent by ordinary mail to the address appearing in our records for the Primary Cardmember, unless, to the extent permitted by applicable law, the Primary Cardmember consents in writing or electronically to receiving Account Documentation on our Website or other electronic form. If we send Account Documentation to the Primary Cardmember and it is returned because of an invalid address or invalid e-mail address, we will not issue further Account Documentation or notices until we receive the correct address or email address and we may restrict the use of your Account.

In the case of a postal strike or other disruption affecting mail delivery, the Primary Cardmember is required to make all payments when due under the Agreement and may do so by contacting us for updated Account information.

We are not responsible for the failure of a Cardmember to receive Account Documentation, if we send it as set forth above to the address appearing in our records, or post it on Brim's Website or

in another electronic form. The Cardmembers must immediately notify us of any changes in their address or e-mail address.

15. Contacting Us

For any questions about the Agreement or Account specific questions, please contact us at:

Phone (toll-free): 1-866-305-BRIM (2746) (or collect at 647-251-BRIM (2746) if you are outside Canada and the U.S.)

Email: support@brimfinancial.com

Mail: 4101 Yonge Street, Suite 506, Toronto, Ontario M2P 1N6 to the attention of Member Services.

For our mutual protection, we may record all telephone calls that relate to the Account.

16. Making and Resolving Complaints

Your business is important to us and we have developed a complaints procedure that will help us to quickly and effectively resolve any complaints you may have with your Account. If you have a compliant with your Account, please contact our Member Services center at

Phone (toll-free): 1-866-305-BRIM (2746) (or collect at 647-251-BRIM (2746) if you are outside Canada and the U.S.) or write to us at:

Email: support@brimfinancial.com

Mail: 4101 Yonge Street, Suite 506, Toronto, Ontario M2P 1N6 to the attention of Member Services.

If you are writing to us, please make sure you include:

- the nature of your complaint and relevant details (including copies of any receipts or invoices);
- if your complaint involves a possible error on your monthly statement, such error and the sum involved with such error;
- your name and contact information (phone number and address);
- the identity of anyone with whom you have already discussed your concerns; and
- your Account number.

We will do our best to resolve your complaint within 30 days of receiving your complaint.

17. Collection and Disclosure of Your Personal Information

Your Personal Information will be collected, used, disclosed and otherwise managed in accordance with the Brim Privacy Policy attached to this Cardmember Agreement as Exhibit A and which is also available at brimfinancial.com.

18. Mobile and Contactless Payment

The Agreement applies to all types of Transactions on your Card, including Transactions using Mobile Payments Services and contactless Transactions. We and Mastercard may from time to time establish a maximum dollar limit for a single contactless or mobile Transaction. As a result, you may need to use your physical Card to complete a Transaction if you exceed these limits.

19. Foreign Currency Conversion

If you use the Account to make Purchases or obtain Cash Advances in a foreign currency, the Purchase or Cash Advance, as applicable, will be converted to Canadian dollars before it is recorded on the Account. For foreign currency transactions, the rate will be the exchange rate posted by Brim on its Website on each business day and applied at the time of the posting of the Transaction (Mastercard exchange rates will be used for currencies for which the exchange rates are not posted by Brim on its Website). The rate that is used will be the rate on the date that a Transaction is posted to the Account and may be different from the rate in effect on the date of the Transaction. In addition, a foreign currency conversion fee set by Brim from time to time, and disclosed in the Information Box, will be added to the converted amount for both Purchases and Cash Advances. For Cash Advances, Cash Advance fees (as disclosed in the Information Box) will also be charged to the Account and will be displayed separately on the monthly statement.

If you receive a credit to the Account for a Purchase made in a foreign currency, before it is recorded on the Account, it will be converted into Canadian dollars based upon the applicable conversion rate on the date the Transaction is posted to the Account. In addition, a foreign currency conversion fee as disclosed in the Information Box will be charged by Brim on the converted amount.

In the case of a return of an item purchased in a foreign currency, the Canadian dollar amount that is credited to the Account may not be the same as the Canadian dollar amount that was originally debited to the Account. In addition, the conversion rate disclosed on the monthly statement on the date the Transaction is posted to the Account may not be the same as the conversion rate in effect on the date of the Purchase, Cash Advance or credit, as the case may be.

The total foreign currency conversion charge (which shall include both the conversion rate and the foreign currency conversion fee set out in the Information Box) for each foreign currency transaction or credit converted into Canadian dollars and posted to the Account will be disclosed on the monthly statement for the period in which the foreign currency transaction was conducted.

20. Additional Provisions

a. Headings: Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of the Agreement.

b. Changes to Agreement:

(a) the Agreement may be amended unilaterally by us at any time to increase any amount chargeable as membership or renewal fees or as replacement fees for a lost or stolen credit card or to increase any credit rate, including any interest rate, subject to providing the Primary Cardmember, a written notice of such amendment in accordance with the requirements of

applicable law (currently those requirements consist of us sending to the Primary Cardmember, at least 30 days prior to the date on which such amendment comes into force, a notice setting out exclusively the amended clauses, as they formerly read and as they read now, and the date of coming into force of the increase). Any such increase will automatically come into effect on the date indicated in such notice; and

(b) each and every other provision of the Agreement and Information Box may be amended unilaterally by us subject to providing the Primary Cardmember, a written notice prepared in accordance with the requirements of applicable law (currently those requirements consist of us sending to the Primary Cardmember, at least 30 days before the amendment comes into force, a written notice drawn up clearly and legibly, setting out exclusively the new clause, or the amended clause and the clause as it read formerly, and the date of the coming into force of the amendment). The Primary Cardmember may refuse the amendment and cancel the Agreement without cost, penalty or cancellation indemnity by providing us with a notice to that effect no later than 30 days after the amendment comes into force, if the amendment entails an increase in your obligations or a reduction in our obligations. If the Primary Cardmember cancels the Agreement, the Primary Cardmember must pay in full the outstanding Total Balance and any other amounts outstanding on the Account.

c. Interest Rate Provision: If any provision of the Agreement would oblige you to make a payment of interest or other amount payable to us in an amount or calculated at a rate which would be prohibited by law or would result in receipt by us of "interest" at a "criminal rate" (as such terms are construed under the Criminal Code (Canada)), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not result in receipt by us of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), by reducing (i) any fees, commissions, premiums, and other amounts required to be paid to or on behalf of us which would constitute interest for purposes of the Criminal Code (Canada), or (ii) the amount or rate of interest required to be paid to us, as elected by us, and any amount previously paid by you which is included in such reduction shall be returned to you.

d. Governing Law: The Agreement will be governed by and interpreted in accordance with the applicable laws of the Province of Quebec. You agree to submit to the courts of that province in the event of any disputes arising in connection with your Account and the Agreement.

e. Limitations on Our Liability: We are not responsible or liable for any damages, including special, indirect and consequential damages, even if they were foreseeable, that may result from the use of your Card or Account, or obligation under the Agreement if, for any reason, your Card or your Account number is not accepted or you are unable to access your Account, including the inability to access your Account by reason of a business interruption, security breach, delay, loss, error, system outage, or failure to access any ABM, terminal or other machine or equipment with your Card.

We may use third party service providers or any affiliate of ours to provided services to process your application, any information, and Transactions relating to your Account. A third party service provider or affiliate may not process or complete Transactions associated with your Account if processing or completing the Transaction would cause it to violate any law, regulation, rule or internal policy applicable to it, or cause it to suffer legal and/or reputational risks. If such event occurs, neither we nor our third party service providers or any affiliate will be liable in respect of

any such unprocessed or incomplete transaction. Third party service providers or affiliates may not be located in Canada.

f. Assignment: We may at any time assign, sell or transfer any or all of our rights, benefits or obligations under the Agreement, your Account or any Total Balance due under the Agreement, without notice to you, and we may disclose information about you and your Account to the person or entity to which we make any such sale, assignment or transfer. You may not assign any of your rights or obligations under the Agreement.

g. Severability: If, in any jurisdiction, any provision of the Agreement or its application to us or any Cardmember, or circumstance is restricted, prohibited or unenforceable, the provision shall, as to that jurisdiction, be ineffective only to the extent of the restriction, prohibition or unenforceability without invalidating the remaining provisions of the Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction.

h. Non-Waiver: We may, in our sole discretion, choose not to exercise any right under the Agreement, including the right to impose the full amount of any charge, without waiving that right. Any waiver of a right by us must be in writing and signed by us. You understand and agree that your obligation to pay all amounts owing under the Agreement and otherwise to perform the terms and conditions of the Agreement are absolute and unconditional.

i Solidary and Indivisible Obligations: The obligations under the Agreement are indivisible and may be claimed in their entirety against the Primary Cardmember and may not be divided between the Primary Cardmember's heirs, legatees and assignees.

j. Language: This Agreement is available in both French and English language versions. The French version can be accessed by clicking **here**. You hereby confirm that you have requested that this Agreement and all related documents be drafted in English, that you have been provided with a French language version of this Agreement and that you have agreed to be bound by the English language version of this Agreement. *La présente convention est disponible en français et en anglais. La version française est accessible en cliquant **ici**. Vous confirmez par la présente que vous avez demandé que la présente convention et tous les documents y étant afférents soient rédigés en anglais, que vous avez reçu une version française de la présente convention et que vous avez accepté d'être lié par la version anglaise de la présente convention.*

k. "Clause required under the *Consumer Protection Act*.

(Open credit contract for the use of a credit card)

(1) If the consumer uses all or part of the credit extended to make full or partial payment for the purchase or the lease of goods or for a service, the consumer may, if the open credit contract was entered into on the making of and in relation to the sale, lease or service contract, and if the merchant and the open credit merchant collaborated with a view to granting credit, plead against the lender any ground of defence urgeable against the merchant who is the vendor, lessor, contractor or service provider.

The consumer may also, in the circumstances described in the first paragraph, exercise against the open credit merchant, or against the merchant's assignee, any right exercisable against the merchant who is the vendor, lessor, contractor or service provider if that merchant is no longer active or has no assets in Quebec, is insolvent or is declared bankrupt. The open credit merchant or the merchant's assignee is

then responsible for the performance of the obligations of the

merchant who is the vendor, lessor, contractor or service provider up to the amount of, as the case may be, the debt owed to the open credit merchant at the time the contract is entered into, the debt owed to the assignee at the time it was assigned to him or the payment the open credit merchant received if he assigned the debt.

(2) A consumer who is solidarily liable with another consumer for the obligations arising from an open credit contract is released from the obligations resulting from any use of the open credit account after notifying the merchant in writing that he will no longer use the credit extended and no longer intends to be solidarily liable for the other consumer's future use of the credit extended in advance, and after providing proof to the merchant, on that occasion, that he informed the other consumer by sending him a written notice to that effect at his last known address or technological address.

Any subsequent payment made by the consumer must be applied to the debts contracted before the notice was sent to the merchant.

(3) A consumer who has entered into a preauthorized payment agreement with a merchant under which payments are made out of credit obtained under a credit card contract may end the agreement at any time by sending a notice to the merchant.

On receipt of the notice, the merchant must cease to collect the preauthorized payments.

On receipt of a copy of the notice, the card issuer must cease debiting the consumer's account to make payments to the merchant.

(4) The consumer is not liable for debts resulting from the use of a credit card by a third person after the card issuer has been notified, by any means, of the loss, theft or fraudulent use of the card or of any other use of the card not authorized by the consumer. Even if no notice was given, consumer liability for the unauthorized use of a credit card is limited to $50. The consumer is held liable for the losses incurred by the card issuer if the latter proves that the consumer committed a gross fault as regards the protection of the related personal identification number.

(5) Without delay at the end of each period, the merchant must send the consumer a statement of account. The merchant is not required to send a statement of account to the consumer at the end of any period if there have been no advances or payments during the period and the outstanding balance at the end of the period is zero.

(6) If the consumer makes a payment at least equal to the outstanding balance at the end of the preceding period within 21 days after the date of the end of the period, no credit charges may be required from the consumer on that outstanding balance, except as regards money advances. In the case of a money advance, charges may accrue as of the date of the advance until the date of payment.

(7) The consumer may demand that the merchant send, without charge, a copy of the vouchers for each of the transactions charged to the account during the period covered by the statement. The merchant must send the copy of the vouchers requested within 60 days after the date the consumer's request was sent.

(8) Until the consumer receives a statement of account at his address or technological address if expressly authorized by the consumer, the merchant must not claim credit charges on the unpaid balance, except as regards money advances.

It is in the consumer's interest to refer to sections 103.1, 122.1, 123, 123.1, 124, 126, 126.2, 126.3, 127 and 127.1 of the *Consumer Protection Act* (chapter P-40.1) and, if further information is necessary, to contact the Office de la protection du consommateur."

l. Table of examples of credit charges.

TABLE OF EXAMPLES OF CREDIT CHARGES				
Average Daily Balance	$100	$500	$1000	$2000
Monthly credit charges based on an annual credit rate of 19.99%:	$1.64	$8.22	$16.43	$32.86
Monthly credit charges based on an annual credit rate of 21.50%:	$1.77	$8.84	$17.67	$35.34
Monthly credit charges based on an annual credit rate of 21.99%:	$2.05	$10.27	$20.54	$41.08

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Brim is a trademark of Brim Financial Inc.

See next page for Exhibit A — Brim Privacy Policy Exhibit A

Brim Privacy Policy

This Privacy Policy has been prepared by Brim Financial Inc. ("Brim", "we", "us", "our") and sets out the manner in which Brim collects, uses, discloses and otherwise manages personal information of its cardmembers, applicants and other users/visitors ("you", "your"). This Privacy Policy sets out our privacy practices on our website available at www.brimfinancial.com (Website") our mobile application(s) ("App(s)"), collectively the "Sites", and through other interactions with you.

Collection and Use of Personal Information

We collect personal information directly from you (such as information you provide to us on your credit card application) as well as from third parties such as credit bureaus or current or former employers.

Credit Card Application: When you apply for a credit card account, we collect information you provide on your application form including your first and last name, mailing address, telephone numbers, email address, date of birth, occupation and employment-related information (such as current employer, job title and annual income), your social insurance number (if you choose to provide it, see Social Insurance Numbers below). We may also collect optional information such as your expected transaction volume and purpose for using the card in order to recommend

suitable products for you. At the time you complete a credit card application, you will also be asked to provide your consent for us to conduct a credit check (see section on Credit Reports below). If you choose to add an authorized user to your account, we also collect the authorized user's first and last name, relationship to you, home phone number, date of birth, mailing address and spending limit (if applicable). You are responsible for ensuring that you have obtained the consent of any additional cardmembers to provide their information to us.

We or our authorized service providers collect and use personal information in your application for the purposes of assessing your application and determining your eligibility for a credit card and creditworthiness, verifying your identity and the information provided on your application form, approving, opening, administering, servicing and enforcing your Cardmember Agreement (including collecting outstanding debts, detecting, suppressing and preventing fraud and other unauthorized or illegal activities), complying with applicable legal, regulatory and security requirements, managing risk, administering our anti-money laundering program and your participation in our rewards program, communicating with you about your card, sending you billing statements (in electronic or paper form in accordance with your choice) and as otherwise required or permitted by applicable law.

Social Insurance Number: Providing your social insurance number is optional. However, if you choose to provide it, we use it to assist us in identifying you with credit reporting agencies in order to retrieve an accurate report.

Account Activity Information: We collect transactional information about your and any additional cardmember's use of the Brim credit card, including purchases, account balances, fees, payment history, and usage information for the purposes set out above, to provide you with an accurate billing statement and, in some circumstances, to facilitate merchandise returns. We may also use this information to provide you with tailored rewards offers and communications.

Credit Reports: At the time you complete a credit card application, we will obtain your consent to collect credit and other personal information from consumer and credit reporting agencies. This may include information about the types and amounts of credit advanced to you, payment histories, negative banking items, collection actions, legal proceedings, previous bankruptcies and other information reported by creditors. We use this information to assess your application, verify your current and ongoing creditworthiness, help us to determine your eligibility for a credit card, and to manage and assess our risks. You authorize such credit bureaus and consumer reporting agencies to provide such information to us. We also exchange personal information with consumer and credit reporting agencies on an ongoing basis (including negative information such as late payments, missed payments or other defaults). This consent is effective as of the date of submitting this application and, if you are issued a credit card account by Brim, continues to be effective as long as you have such account with Brim. The credit reporting agencies from which Brim may obtain your credit information include the following and you can obtain a copy of your credit report by contacting these credit reporting agencies:

TransUnion:

http://www.transunion.ca

For English correspondence: TransUnion, Attention: Consumer Relations, P.O. Box 338, LCD'', Hamilton, ON L8L 7W2, 1-800-663-9980.

French correspondence: TransUnion, Centre de relations au consommateur, CP 1433 Succ. St- Martin, Laval, QC H7V 3P7, 1-877-713-3393 or 1-514-335-0374 (Montreal).

Equifax: http://www.equifax.ca

Equifax Canada Co.

Box 190, Jean Talon Station

Montreal, Quebec, H1 S 2Z2 1-800-465-7166

Balance Transfer: Certain credit cards may permit you to transfer your balance to your Brim card. If you choose to take advantage of this feature, we will collect information about the credit card from which you wish to transfer, including the name of the credit card issuer, the credit card number and the amount that you wish to transfer. We use this information to facilitate the balance transfer to your Brim card.

Online Account: If you or an additional cardmember choose to register for an online Brim account, we may collect your name, credit card account number, date of birth, postal code, phone number, email address, as well as a username and password that you create. We may also ask for your responses to a number of security questions. We use this information to authenticate you and create and administer your online account. With your consent, we may also use your email address to send you electronic statements or account alerts.

Rewards Program: Brim may offer a rewards program with its credit card, in which case your (and any additional cardmember's) card will be automatically enrolled in the rewards program once your credit card application is approved. All cardmembers will earn rewards at merchants that accept Mastercard, however, only primary cardmembers are eligible for points redemption. We collect information about your and any additional cardmember's purchase transactions made using your Brim card (i.e. amount spent at a particular store) for the purposes of administering your and any additional cardmember's participation in the rewards program, including the earning and redemption of points, and communicating with you and any additional cardmember about your membership. We may also use this information to provide you and any additional cardmember with tailored earning and redemption reward offers within Brim's Website and, if you or an additional cardmember consent, by email, text message or in-app notifications. From time to time, we may supplement the personal information of our cardmembers with information from publicly available sources in order to better understand our cardmembers preferences and interests and tailor offers to them. We may also offer the option to upload paper receipts for storage purposes and we may use this information to send tailored offers based on purchase behaviour. For more information, see the Brim Open Rewards Program Terms and Conditions available at brimfinancial.com.

Email, SMS Text Messaging and Other Marketing Communications: We may provide you (or an additional cardmember) with the opportunity to sign-up for various types of marketing communications, such as information about Brim products and services, reward program offers (including offers at participating merchants) or marketing offers from our merchant or retailer partners. These communications may be sent by email, text messaging, in-app notification, telephone or direct mail and may be tailored to your interests, preferences and purchase behavior. You may opt-out of receiving future marketing and promotional communications at any time by

clicking on the unsubscribe link included in our email communications, replying STOP in any SMS text message communication or by managing your communication preferences on Brim's Website. Please note that if you unsubscribe from marketing communications, you may continue to receive certain transactional or account-related electronic communications from us. If you have signed up to receive marketing communications from Brim, your email address and other information may be used to serve tailored ads to you and/or others on social media and other platforms, and we may provide a hashed version of your email address or other information to the platform provider for such purposes. To opt-out of the use of your email address for this type of advertising, contact us at privacy@brimfinancial.com.

Call Recording: We may monitor and record our telephone conversations with you for training and quality assurance purposes and for our mutual benefit. You will be provided with a notice at the beginning of any call that is being recorded. If you do not wish to have your call recorded, please let us know.

Account Alerts: You will receive alerts (such as transaction activity alerts, account update or fraud alerts, budget alerts, or general account information alerts) by email, SMS text message, or in- app notifications. We collect your email address or mobile phone number at which you would like to receive the alerts. We use this information in order to deliver the alerts and administer your participation in the alerts program. You can change your alert notifications or unenroll at any time on Brim's Website.

Contests and Promotions: From time to time, we may offer contests or promotions. If you enter a contest or participate in a promotion, we may collect your name, address, phone number, email address, and other information you provide in order to administer your participation in the contest or promotion.

Survey and Customer Research: We may offer you the opportunity to participate in one of our surveys or other customer research. The information obtained through our surveys and customer research will be used in an aggregated form to help us understand our customers and to enhance our product and service offerings.

Customer Service: When you contact us with a comment, question or complaint, you may be asked for information that identifies you (such as your name, address and a phone number) as well as additional information we need to help us answer your question or respond to your comment or complaint. We may retain this information to assist you in the future and to improve our customer service and product and service offerings.

Employment: In connection with a job application or related inquiry, you may provide us with certain personal information about yourself (such as that contained in a resume, cover letter, or similar employment-related materials). This information will be used for the purpose of processing and responding to your application for current and future career opportunities.

Disclosure and Sharing of Personal Information

We will not disclose, trade, rent, sell or otherwise transfer your personal information, without your consent, except as otherwise set out herein.

Service Providers: Personal information may be transferred (or otherwise made available) to our affiliates and other third parties who provide services on our behalf.

For example, we use service providers to provide services such as transaction and payment processing, customer service call centre and other customer care services, debt collection, advertising services, reward program administration, credit risk assessment, printing and mailing statements or new and replacement credit cards, verifying or authenticating your identity and information you have provided to us, fraud detection and suppression, sending email, SMS text messages or other communications, hosting our website or managing and analyzing data and our advertising effectiveness. Our service providers are given the information they need to perform their designated functions, and are not authorized to use or disclose personal information for their own marketing or other purposes.

Personal information may be maintained on servers located in the United States ("US") and processed by us, our affiliates and other third party service providers in the US or other jurisdictions.

Rewards Program: We may exchange personal information about your account or your participation in the Rewards Program with other parties as required to administer the rewards program, such as participating partners and merchants.

Legal/Compliance: Brim, its affiliates and its Canadian, US and other foreign service providers may provide personal information in response to a search warrant or other legally valid inquiry or order (which may include disclosure to US or other courts, law enforcement and government authorities in accordance with the laws of those jurisdictions), or to another organization for the purposes of investigating a breach of an agreement or contravention of law or detecting, suppressing of preventing fraud, or as otherwise required or permitted by applicable Canadian, US or other law. Personal information may also be disclosed where necessary for the establishment, exercise or defence of legal claims and to investigate or prevent actual or suspected loss or harm to persons or property.

Sale of Business: Personal information may be provided to third parties in connection with a proposed or completed acquisition, securitization, assignment or sale (including transfers made as part of insolvency or bankruptcy proceedings) involving all or part of Brim or our assets (including your loan agreement) or as part of a corporate reorganization, share sale or other change in corporate control. The personal information we may disclose in such circumstances includes financial information obtained in support of your application or loan. Our successors or assigns may collect, use and disclose personal information for purposes similar to those described in this Privacy Policy or as otherwise permitted or required by applicable law.

Information and Analytics on our Sites

In general, you can visit our Sites without telling us who you are or submitting any personal information. However, we collect the IP (Internet protocol) addresses of all visitors to our Sites and other related information such as page requests, browser type, operating system and average time spent on our Site. We use this information to help us understand activity on our Site, to provide you with content relevant to your jurisdiction and to monitor and improve our Site. If you download and install one of our Apps, we also collect information about your mobile device. This data includes the type of device hardware and operating system, unique device identifier (such as MAC address), IP address, language settings, and the date and time the App accesses our servers. We use this data in order to enable our Apps to function on your device, to provide the services you request and to improve our App.

We may also use third parties to help us gather and analyze information about the areas that you visit on our Sites in order to evaluate and improve the customer experience and the convenience of our Sites.

We or our service providers may collect information using tracking technologies, including: Cookies,

Tracer Tags & Web Beacons

Our Sites use a technology called “cookies”. A cookie is a tiny element of data that our Sites can send to your browser, which may then be stored on your hard drive so we can recognize you when you return. We use cookies on the pages on our Sites where you are prompted to log in or that are customizable. If you have registered with our Sites, these cookies (1) may let us know who you are, (2) may be necessary to access your account information (stored on our computers) in order to deliver products and personalized services, and (3) will provide us and our service providers with information that we will use to personalize our Sites in accordance with your preferences. We and our service providers also use cookies to help us understand our website activity, to improve our Sites and provide better customer service.

You may set your Web browser to notify you when you receive a cookie or to not accept certain cookies. However, if you decide not to accept cookies from our Sites, you may not be able to take advantage of all of the features of our Sites.

Our Sites may also use a technology called “pixel tags”, “tracer tags” or “Web Beacons”. This technology allows us to understand which pages you visit on our Sites in order to help us optimize and tailor our Sites for you and other future visitors to our Sites. We may also use this technology in emails to help us confirm the receipt of and response to our emails, the time our email is viewed, and “click-through” information such as where you click email links.

Location Based Services: If you consent, we may collect your actual location while you are using one of our Apps in order to provide you with the location-based service you requested (such as to show you nearby offers). To disable the collection of location data, visit the settings on your mobile device or in our App.

Online Ads/Interest Based Advertising

We may use third parties such as ad networks and other advertising companies to serve advertisements on our Sites or in our email communications, and on other websites and apps (including social media sites such as Facebook and Twitter). These companies may use cookies, tracer tags or web beacons to report certain information about your visits to our Sites and other websites and apps (such as web pages you visit and your response to ads) in order to measure the effectiveness of our marketing campaigns and to deliver ads that are more relevant to you, both on and off our Sites (including on social media sites).

Opting Out: To learn more about online behavioural advertising or to opt out of having your information collected and used for online behavioural advertising purposes by companies participating in the Digital Advertising Alliance of Canada, please visit http://youradchoices.ca/choices or https://youradchoices.ca/appchoices/ (to control interest- based advertising across mobile apps).

To successfully opt out, you must have cookies enabled in your web browser (see your browser’s instructions for information on cookies and how to enable them). Your opt-out only applies to the

web browser you use so you must opt-out of each web browser on each computer you use. Once you opt out, if you delete your browser's saved cookies, you will need to opt-out again.

Please note that if you opt-out of OBA, you may still receive online advertising from us but it will not be based on online behavioural information about you.

Links to Other Sites

Our Sites may contain links to other websites that we do not own or operate, including social media websites. Also, links to our Sites may be featured on third party websites on which we advertise. Except as provided herein, we will not provide any of your personal information to these third parties without your consent. We provide links to third party websites as a convenience to the user. These links are not intended as an endorsement of or referral to the linked websites. The linked websites have separate and independent privacy statements, notices and terms of use, which we recommend you read carefully. We do not have any control over such websites, and therefore we have no responsibility or liability for the manner in which the organizations that operate such linked websites may collect, use or disclose, secure and otherwise treat your personal information.

Safeguards and Retention

We have implemented reasonable administrative, technical and physical measures in an effort to safeguard the Personal Information in our custody and control against theft, loss and unauthorized access, use, modification and disclosure. We restrict access to your personal information on a need to-know basis to employees and authorized service providers who require access to fulfil their job requirements.

We have Personal Information retention processes designed to retain Personal Information of our customers for no longer than necessary for the purposes stated above or to otherwise meet legal requirements.

You are responsible for safeguarding your credit card and PIN against loss, theft or misuse, and for not disclosing your PIN to anyone. To safeguard your PIN, you must (i) keep your PIN separate from your card; (ii) not voluntarily disclose your PIN to anyone; and (II i) you must not select a PIN that is easily identifiable, can be guessed or can be selected from your birth date, a phone number, birth date, social insurance number or a PIN that you use for any other accounts you may have.

If your credit card or PIN is lost or you believe it may have been used in an unauthorized manner, you must report this to us immediately (toll-free) at 1-866-305 BRIM (2746) or (647) 251 -BRIM (2746) (collect) outside of Canada and the U.S. so that we can take steps to prevent further use of your card. Please note if we believe your card is being used for fraudulent or other unauthorized purposes, we may also prevent your card from being used without notifying you.

Access to and Correction of Your Personal Information

You have the right to access, update, and correct inaccuracies in your Personal Information in our custody and control, subject to certain exceptions prescribed by law.

You may request access, updating and corrections of inaccuracies in Personal Information we have in our custody or control by emailing or writing to the Chief Privacy Officer at the contact information set out below. You may also update certain contact information by logging into your

account on Brim's Website. We may request certain Personal Information for the purposes of verifying the identity of the individual seeking access to their Personal Information records.

Changes to the Privacy Policy

This Privacy Policy may be updated periodically to reflect changes to our Personal Information practices. We will post the updated Privacy Policy on our Sites.

Contact Us

Please contact our Chief Privacy Officer if:

- you have any questions or comments about this Privacy Policy,
- you wish to access, update, and/or correct inaccuracies in your personal information, or
- you otherwise have a question or complaint about the manner in which we or our service providers treat your personal information.

You may contact our Chief Privacy Officer at privacy@brimfinancial.com or at Brim Financial Inc., 4101 Yonge Street, Suite 506, Toronto, Ontario, M2P 1N6.

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