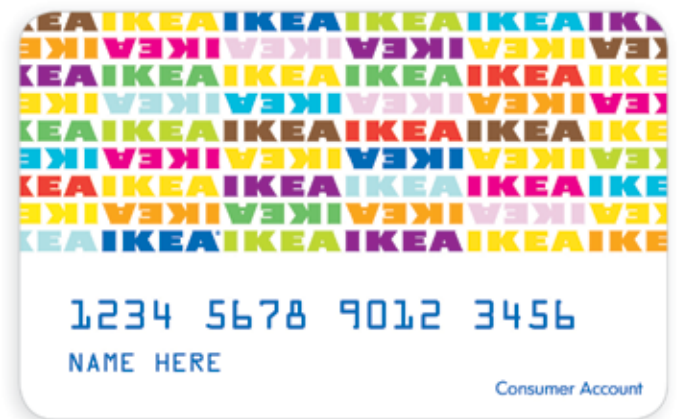


If your home
has empty
spots, open
this and fill
in the blanks.



Apply for a
new credit card
right away!

RETAIL PURCHASE AND CREDIT AGREEMENT AND DISCLOSURE STATEMENT

CitiFinancial Retail Services

P.O. Box 920, Station B, Etobicoke, ON M9W 7H5

In consideration of the receipt of credit from us, you agree to be bound and abide by the terms and conditions contained in this Retail Purchase and Credit Agreement and as amended from time to time.

1. REVOLVING CHARGE PROCEDURE: CitiFinancial Canada, Inc., (referred to herein as “we”, “our”, “us”, “CitiFinancial”, or “CitiFinancial Retail Services”) will make its revolving charge credit plan available to Applicant and, if applicable, Co-Applicant (the individual who has signed the Account Application as Co-applicant) (the Applicant and Co-Applicant are referred to herein individually and collectively as “you”, “your”, “borrower”, or “consumer”) under the terms and conditions which are outlined in this Retail Purchase and Credit Agreement (“Agreement”). We will open an Account (as defined below) in your name. If the Account is used, it will mean that you have read and understand all of the terms of this Agreement and you agree all of the purchases and all other charges to your Account incurred will be governed by this Agreement. In return, you shall pay the entire amount of the purchases and all other charges shown on your monthly statement of Account. If more than one applicant signs the Account Application and/or Agreement, we may enforce this Agreement against all or any applicant(s) jointly and individually (solidarily, in Quebec), for the entire amount owed and for meeting your obligations under this Agreement.

2. REVOLVING CHARGE ACCOUNT IDENTIFICATION CARD: We may issue you a Revolving Charge Account Identification Card (“Card”) which you may present to identify yourself as authorized to make purchases against the revolving line of credit evidenced by this Agreement (your “Account”). We may issue you replacement Cards from time to time. You will promptly notify us if the Card is lost, stolen, or used without your authorization. If the Card is lost, stolen, or used without your authorization, you must tell us by calling the telephone number listed below in the Disclosure Statement or listed on your statement of Account. In such cases, the maximum amount you may be liable for in respect of debts incurred through unauthorized use of the Card before you notify us is **\$50.00**. We own the Card issued in connection with your Account. You agree to return the Card to us upon our request.

3. PAYMENT: You promise to pay the amount you (or any Co-Applicant) owe to us, which is the unpaid amount of all of your purchases and all other fees and charges (“Principal Balance”) plus Finance Charges (collectively your “Debt”). You agree that all of your Debt to us shall bear interest before and after maturity and before and after default and judgment at the nominal annual interest rate as set out in the Disclosure Statement attached to this Agreement, as permitted by law. You shall pay each month at least the Minimum Payment Due (as defined below) shown on each statement of Account, which consists of the Minimum Payment Due, plus the past due amount of any prior Minimum Payment Due(s) and, at our sole option, the full amount by which your Account exceeds your Credit Limit (as defined below). You may prepay all or part of your Account balance at any time, but any partial prepayment will not affect your obligation to make subsequent Minimum Payments, and Finance Charges will continue to accrue on any remaining unpaid Principal Balance including unpaid balances of Credit Plans set forth in section **7** herein. Payments may be mailed to us at the address shown on your statement of Account or payable at any CitiFinancial branch. All payments must be made in money that is legal tender at the time of payment.

Occasionally, and where not prohibited by law we may offer you the opportunity to skip the entire Minimum Payment Due in a specified month. This opportunity will be available only on the terms offered by us. If you use one of these opportunities to skip all of a Minimum Payment Due, Finance Charges will be calculated on your Debt owing, on all annual interest bearing plan(s).

If you pay more than the Minimum Payment Due, then, at our option, we may apply some or all of this payment towards your next month’s (s’) Minimum Payment Due and then to your Debt owing.

4. CREDIT LIMIT: We will set, from time to time, a Credit Limit for the Account and we may change it periodically. We will tell you what your current Credit Limit is on each statement of Account. You will not allow your Debt at any time to exceed your Credit Limit. However, we may (but are not required to, even if we have done so before) permit that Debt to exceed your Credit Limit. You understand that the use of your Card and Account may be suspended, at our discretion, if your Credit Limit is exceeded.

5. MINIMUM PAYMENT: You agree to pay us at least the Minimum Payment Due shown on your statement of Account by your Payment Due Date shown on your statement of Account. If you wish, you may at any time and without penalty, pay more than the Minimum Payment Due, including the entire amount due. The Minimum Payment Due will be the total of the minimum payments required for each Credit Plan as described below, plus any amount past due, plus the minimum payments required for all fees, creditor insurance premiums and other charges. The minimum payment for all fees and other charges (other than creditor insurance premiums) is **3.0%** of the balance of the fees and the other charges as of the close of the most recent billing cycle.

If your Account has a balance under a “special Credit Plan” (as defined in section **7**) that defers all of the minimum payment for that special Credit Plan, during the promotional period of that special Credit Plan, the Minimum Payment Due will not include the creditor insurance premiums or taxes on the creditor insurance that result from that balance. (In Quebec, neither creditor insurance premiums, nor taxes on the creditor insurance will be charged during the duration of a No Interest/No Payment plan.) Upon the expiration or termination of that promotional period, the creditor insurance premiums and taxes on the creditor insurance that resulted from that balance will be added to the balance of that Credit Plan and a new minimum payment for that Credit Plan will apply thereafter as described below in this section **5**. (In Quebec, creditor insurance premiums and taxes on the creditors insurance will be charged commencing upon expiration or termination of the No Interest/No Payment plan.) The Minimum Payment Due will also include all creditor insurance premiums and taxes on the creditor insurance that result from the balance of that special Credit Plan after the expiration or termination of its promotional period and from the balance of any other Credit Plan that requires a minimum payment.

Subject to the terms of any applicable special Credit Plan to the contrary, the Minimum Payment Due shall always be at least **\$10** plus any amount past due, unless the sum of the following is less than **\$10** as of the close of the billing cycle: the balances of all Credit Plans (including fee balances) that require minimum payments (except for the balance of any Free Financing or Budget Payment Plan special Credit Plan), plus the sum of any minimum payments for any Free Financing or Budget Payment Plan special Credit Plan for which the promotional period does not expire or terminate during the billing cycle. In that case, the Minimum Payment Due shall be that sum less than **\$10** plus any amount past due.

Each purchase or advance is considered a separate Credit Plan except that each purchase made under or each advance made under the Regular Credit Plan that is subject to the same annual percentage rate is considered the same Credit Plan. The minimum payment for each Credit Plan is added together in calculating the Minimum Payment Due. Except as provided below, for all purchases except purchases under the Regular Credit Plan, the Free Financing special Credit Plan and the Budget Payment Plan special Credit Plan, the minimum payment for each Credit Plan that requires minimum payments is **3.0%** of the balance of the Credit Plan as of the close of the most recent billing cycle. The minimum payment for the Regular Credit Plan is **3.0%** of the balance of the Credit Plan as of the close of the most recent billing cycle. The minimum payment for the Free Financing special Credit Plan is determined by dividing the balance of the Credit Plan as of the close of the billing cycle in which the purchase is posted to your Account by the number of months of the promotional period to provide equal monthly payments. The minimum payment for the Budget Payment Plan special Credit Plan is **2.6816%** of the balance of the plan as of the close of the most recent billing cycle. The minimum payment for each Credit Plan (including expired and terminated special Credit Plans) except for the Free Financing and Budget Payment Plan special Credit Plan is rounded up to the next higher dollar.

For the No Pay, No Interest/No Payment, Same As Cash, No Pay/Same As Cash, Free Financing and Budget Payment Plan special Credit Plans, if you do not pay in full the balance of the Credit Plan by the expiration date of the promotional period or if we terminate the promotional period of the Credit Plan because you default, a new minimum payment for the Credit Plan will apply thereafter. It will be **3.0%** of the balance of that Credit Plan as of the close of the most recent billing cycle.

To determine a balance of a Credit Plan, we include all Finance Charges, creditor insurance premiums and taxes on the creditor insurance that result from that balance.

You will pay within **21** days of the Statement Date, the New Balance owing or the Minimum Payment Due.

6. FINANCE CHARGES: Subject to the terms of any Credit Plan, Finance Charges are calculated monthly at a nominal annual interest rate (“APR”) as set out in the Disclosure Statement attached to this Agreement and on each statement of Account. Finance Charges are paid monthly unless otherwise specified in section **7** herein. In Quebec, insurance premiums must be disclosed as forming part of borrowing costs and therefore where you have subscribed for the Payment Protection Plan the Credit Rate will be higher than the APR. Please refer to the Disclosure Statement for more information. The grace period during which you may pay the New Balance without being required to pay Finance Charges is **21** days from the date the monthly statement of Account is mailed to you. If you do not pay the New Balance in full on or before the Payment Due Date (set out in your monthly statement of Account) and pay only the Minimum Payment Due on or before the Payment Due Date, there will be a Finance Charge calculated on the New Balance on all annual interest bearing Credit Plans based on the average daily balance or based on the previous month’s balance where required by law. If you pay less than the Minimum Payment by the Payment Due Date, Finance Charges shall be calculated on your Debt, at our option, either from the date you failed to make your Minimum Payment or from the original date of your purchase under the Credit Plan and, at our option, all or any part of your entire Debt shall immediately become due and payable, as permitted by law.

Finance Charges and other charges shall become principal, for the purposes of calculating Finance Charges in the next billing cycle, if not paid in full by the

Payment Due Date. The deemed reinvestment principle shall not be applied in this calculation.

7. CREDIT PLANS: As used in this Agreement, “Credit Plan” includes the Regular Revolving Credit Plan, any special credit plan established under this Agreement (described in more detail below), and any other open credit plan established under this Agreement and “special Credit Plan” means any Credit Plan that is not the Regular Credit Plan. We may offer one or more Credit Plans from time to time. Your sales slip or other documentation provided by the merchant will show the Credit Plan for each purchase from the Merchant charged to your Account, and in the case of a special Credit Plan, the length or expiration date of the special Credit Plan. A Credit Plan begins (and advances under the Credit Plan will be added to your Account balance) on the date you or anyone authorized to use your Account or the Card request a charge under the Credit Plan, even if delivery has not been made or services have not been performed. At our sole discretion, we may select a later date as the date the Credit Plan begins. If we select a later date, the Credit Plan will begin (and advances under the Credit Plan will be added to your Account balance) on the date we select. We will identify the date a Credit Plan begins on your statement of Account. We will identify the expiration date of a special Credit Plan on your statement of Account until it is paid in full. As used in this Agreement, “promotional period” means the period beginning on the date a special Credit Plan begins and ending on that special Credit Plan’s expiration date. A special Credit Plan’s expiration date is the same date as the expiration date of that special Credit Plan’s promotional period.

Under the Regular Revolving Credit Plan, Finance Charges will accrue on the purchase from the date the Credit Plan begins, and minimum payments are due each billing cycle. If the sales slip honoring your Account or the Card does not specify that the purchase is subject to a special Credit Plan, then the purchase is subject to the Regular Revolving Credit Plan.

The following special Credit Plans (and others for which you may be provided additional disclosures) may be offered by us from time to time individually or in combination with others, only as specified on the sales slips honoring your Account or the Card: No Pay (Delayed Payment) (Not available in Quebec) - No minimum payment will be due on the purchase during the promotional period. Finance Charges will accrue on the purchase from the beginning of the promotional period. No Interest/No Payment (Waived Finance Charges/Delayed Payment) - No Finance Charges will accrue on the purchase during the promotional period, and no minimum payments will be due on the purchase during the promotional period. Same As Cash - Finance Charges will accrue on the purchase from the beginning of the promotional period, and minimum payments will be due each billing cycle. However, if you pay the purchase price in full by the expiration date of the promotional period, all of the accrued Finance Charges will be waived and no Finance Charges will be assessed on the purchase. If you do not pay the purchase price in full by the expiration date of the promotional period, all of the accrued Finance Charges will be assessed to your Account. No Pay/Same As Cash (Delayed Payment/Same as Cash) (not available in Quebec) - Finance Charges will accrue on the purchase from the beginning of the promotional period, but no minimum payments will be due during the promotional period. However, if you pay the purchase price in full by the expiration date of the promotional period, all of the accrued Finance Charges will be waived and no Finance Charges will be assessed on the purchase. If you do not pay the purchase price in full by the expiration date of the promotional period, all of the accrued Finance Charges will be assessed

to your Account. Free Financing (Waived Finance Charges/Payment Required)- Finance Charges will not accrue on the purchase during the promotional period if the required minimum payment is made each billing cycle during the promotional period when due. If the minimum payment is not made when due or if a balance remains after the promotional period expires, Finance Charges will be assessed at the APR disclosed in this Agreement. Special Promo - We waive a portion of your Finance Charge for a specified promotional period provided you are not in default under this Agreement. Reduced Rate - A reduced rate Finance Charge will accrue on the purchase during the promotional period from the beginning of the promotional period. Minimum payments will be due each billing cycle. Introductory Plan - Finance Charges will accrue on the purchase from the beginning of the promotional period. The same minimum payment will be due for a certain number of billing cycles, after which the standard minimum payment will be due each billing cycle. Budget Payment Plan - A reduced Finance Charge (Credit Rate in Quebec) as set out in the applicable supplementary disclosure statement will apply to the balance during the promotional period. Minimum payments will be due each billing cycle.

Except as expressly provided otherwise in this Agreement, beginning the day after the expiration date of the promotional period of a special Credit Plan and until that special Credit Plan is paid in full, that special Credit Plan shall be subject to the terms of the Regular Revolving Credit Plan. However, an expired special Credit Plan that is not paid in full will continue to be considered a separate Credit Plan apart from other Credit Plans and will be shown as such on your statement of Account. **Please note that the expiration date of the promotional period of a special Credit Plan is not necessarily the same date as a Payment Due Date for your Account.**

Subject to this Agreement, the credit terms in a sales slip or other document apply only to the purchase listed on the sales slip or other document they relate to. We may cancel the availability of any of the Credit Plans at any time at our sole discretion. We are not bound by any credit terms in a sales slip or other document that are not actually authorized by us.

8. CHANGE OF TERMS: We may, at any time and to the extent permitted by law: (1) terminate this Agreement; or (2) change any of the terms and/or conditions of this Agreement (including the APR or Credit Rate) by mailing written notice to you at your last known billing address as it appears in our records, at least **30** days before the beginning of the billing cycle in which such change(s) will become effective.

9. TREATMENT OF PAYMENTS: Each payment (except a down payment) is applied, in the following order, to: (1) Finance Charges; (2) fees and other charges (including insurance premiums); (3) Principal Balance. If you have more than one Credit Plan, we shall apportion your payment, as we deem appropriate, to the extent permitted by law.

10. FAILURE TO PAY: If you do not fully pay any payment when it is due, then notwithstanding any provision of this Agreement, you shall be in default under this Agreement.

11. DEFAULT: In addition to not fully paying any payment when due, you shall also be in default under this Agreement upon: (a) your violation of any other provision of this Agreement, (b) your death, (c) your becoming the subject of bankruptcy or insolvency proceedings, (d) your becoming the subject of attachment or garnishment proceedings, (e) your supplying us with misleading, false, incomplete or incorrect information or (f) our receipt of information that you are unable or unwilling to perform the terms or conditions of this Agreement. Upon any default

by you described in section **10** or in this section **11**, to the extent permitted by applicable law, we may immediately and/or from time to time do any one or more of the following at any times chosen by us in our sole discretion: (a) cancel the terms of all special Credit Plans (including, if applicable, revoking the waiver of any Finance Charges by us) and require you to pay all of your Debt according to the terms of this Agreement applicable to the Regular Credit Plan, including, if applicable, increasing the rate at which Finance Charges accrue on all of your Debt to the highest APR then set forth in this Agreement, (b) require you to pay all of your Debt including all Regular Credit Plan balances, all special Credit Plan balances, all accrued but unpaid Finance Charges and all other charges and fees provided for in this Agreement, immediately, (c) cancel any creditor insurance applicable to your Account, (d) bring an action or proceeding to collect all amounts owed and (e) exercise any other rights or remedies we may have at law, in equity or under this Agreement. If you breach this Agreement, you agree to pay our reasonable costs and legal fees on a substantial indemnity basis if permitted by applicable law, or if not so permitted, on a solicitor and client basis.

The following provision is applicable only to Applicants and Co-Applicants whose Account billing address is in Quebec:

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) present a motion to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's best interest to refer to Sections **104** to **110** of the *Consumer Protection Act* (R.S.Q., c.P.-**40.1**) as well as to Section **69** of the General Regulation made under the Act and, where necessary, to communicate with the Office de la protection du consommateur.

12. ACCOUNT STATEMENTS AND ACCOUNT VERIFICATION: You agree that we will provide the Applicant only with a statement of Account. The billing period covered by each statement of Account is approximately **30** days. Co-Applicants who require a copy of the statement of account may obtain a copy from the Applicant or by contacting us at the number indicated in the Disclosure Statement. You must promptly examine all statement of Accounts and each and every balance recorded on them. You must notify us in writing of any errors, omissions, or objections to a statement of Account, or an entry or balance recorded on it, within **30** days from the statement date recorded on the statement of Account. If you do not notify us as required, we are entitled to treat the statement of Accounts, entries and balances as complete, correct and binding on you and we will be released from all claims by you in respect to those statements of Account, entries, and balances. We may also use a microfilm, electronic or other reproduction of any purchase or other entry on your Account or other document evidencing Debt to establish your liability for that Debt.

13. DISPUTES; LOYALTY PROGRAMS: We will not be responsible for any problem you may have with any purchase on your Account. If you have a problem or dispute with a Merchant ("Merchant" shall mean a merchant which honours

the Card or Account as a means of payment for goods and/or services that are purchased from them) regarding a purchase on your Account, you must still pay all Debt as required by this Agreement and settle the problem or dispute directly with the Merchant. We will not be responsible if your Card is not honoured by a Merchant at any time and for any problem or dispute you may have with the Merchant. If your Card allows you to earn loyalty rewards with a loyalty program operated by the Merchant or a third party entity (the "Loyalty Program Operator"), you acknowledge that: (i) if you do not have an account with the Loyalty Program Operator we may, but are not obliged to, ask the Loyalty Program Operator to open an account in the name of the Applicant only and not in the name of any Co-Applicant; (ii) loyalty rewards will only be awarded to the Applicant and not any Co-Applicant; (iii) the Loyalty Program Operator is not our agent and we are not responsible for the loyalty program or its administration, including your ability or inability to redeem loyalty rewards; (iv) the rules of the loyalty program may be changed or terminated at any time by the Loyalty Program Operator; (v) the Loyalty Program Operator is not responsible for your Card, Account or its administration; and (vi) any arrangement we may have with a Loyalty Program Operator may be changed or terminated at any time.

14. INTEREST RATE PROVISION: If any provision of this 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.

15. SEVERABILITY: If any provision of this Agreement is held to be invalid, void, or unenforceable in accordance with the laws of the jurisdiction applicable to you, all other provisions shall remain valid and be enforced and construed as if such invalid provisions were never a part of this Agreement.

16. WAIVER: Notwithstanding anything herein, we will not be deemed to have waived any of our rights, either at common law or equity, under this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of such right(s) will be deemed to be a waiver with respect to any other instance involving the exercise of the right(s) or with respect to any other such right(s).

17. ASSIGNMENT: We may, from time to time, without prior notice to you or your consent, sell or assign all or any part of the entire New Balance, Debt, and/or any other obligation(s) under this Agreement.

18. PRIVACY OF PERSONAL INFORMATION:

Collection and Use of Information: You consent to us establishing and maintaining a file of personal information about you and obtaining and exchanging, from time to time, all information about you (including credit information) with our branches, affiliates, Merchants and agents and with any credit reporting agency, credit bureau, person or corporation with whom we

have or may have financial relations, or supplier of services or benefits relating to the Account. Such persons or corporations may include collection agencies, bailiffs, marketing and advertising agencies, or any other party whom we deem necessary in connection with the servicing of the Account. This consent is valid where the use of your personal information is needed to assist us in: making a decision about the Application, including verifying your identity; monitoring, evaluating, servicing and collecting the Account; providing Account-related and other programs offered by us or a third-party provider approved by us; allowing our affiliates and selected companies to promote their products and services to you; responding to your inquires about the Application, the Account or your file; and meeting legal and regulatory requirements, including Canadian federal and provincial requirements and foreign requirements applicable to us or any of our affiliates or service providers. We may provide Account Statement and other Account information to a Co-Applicant from time to time at their request. We may also disclose your 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 also acknowledge receipt of notice that, from time to time, we may obtain consumer reports containing credit information about you from credit reporting agencies.**

You consent to our monitoring and/or recording of your telephone discussions with our representatives by us and Account program partners for quality control, internal training and record keeping purposes. You also consent to the use of automatic dialing and announcing devices for telemarketing and other purposes relating to the administration of the Account by Account program partners and/or their agents, our affiliates and services providers and/or their agents, selected companies and organizations and us. You understand that we and our affiliates and third parties with whom we share your personal information in accordance with the Privacy Statement may contact you by telephone, using the telephone number information you have provided to us. You consent to us disclosing general and non-sensitive personal information about you, through marketing lists, to selected companies or organizations to allow them to offer you directly goods and services that may be of interest to you. These selected companies and organizations will be formally prohibited from disclosing the information to third parties or using it for another purpose without obtaining appropriate consent in advance. If you prefer to be removed from our marketing lists or lists we may share with other parties, you are free to opt-out at any time by contacting us at the address or telephone number mentioned below. You will allow a reasonable time for your withdrawal request to become effective.

You consent to the use and disclosure of your 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 our use of service providers (including those located outside of Canada) to process and handle personal information on our behalf, all as more particularly described in the *Citi Canada Privacy of Personal Information Statement* (the "**Privacy Statement**").

You consent to the collection, use and disclosure of your 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.

You have the right to access your file and rectify any personal information in the file that may be obsolete, incomplete or incorrect. You may view a copy of the Privacy Statement by visiting our web site at www.citifinancial.ca. You may request

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a copy of the Privacy Statement, file an opt-out request, request access to your personal information file or report obsolete, incomplete or incorrect personal information about you by contacting us at: CitiFinancial Canada, Inc., P.O. Box 920, Station B, Etobicoke, Ontario M9W 7H5, Attention: Privacy Officer, or by calling us toll free at **1-888-638-2274**.

19. CLOSING ACCOUNT: Whether or not you are in default under this Agreement, we may at any time close or block your Account, and you may at any time close your Account by giving notice to us. If this Agreement is terminated by us or if your Account is closed by you or us or blocked by us: (a) you will still be obligated for all amounts owed us according to the terms of this Agreement (including but not limited to fees or other amounts incurred thereafter); (b) Finance Charges will continue to accrue as provided in this Agreement until your Account is paid in full; (c) insurance premiums plus applicable taxes will continue to be charged to your Account.

20. LIMITATIONS ON OUR LIABILITY: We make every effort to ensure that your Card and Account are accepted by Merchants when presented. However we will not be liable to you for damages (including damages which are special, indirect or consequential) that you may incur if your Card and Account are not accepted.

21. EXECUTION OF THIS AGREEMENT: Your signing of the attached Account Application is the same as your signing this Agreement. You have read and understand the Account Application and the terms and conditions in this Agreement and have received a copy of this Agreement before signing the Account Application and before making a purchase.

22. APPLICABLE LAW: This Agreement is governed by the laws of the province or territory in Canada where you permanently reside as it appears in our records. If you do not reside in Canada, this Agreement is governed by the laws of the Province of Ontario. Regardless of the place of your permanent residence, you consent to the non-exclusive personal jurisdiction of the courts of any province or territory from where you applied for your Account, without any regard for conflict of law legislation.

The parties have asked to have this Agreement and all related documents drawn up and executed in English.

Les parties exigent que cette convention et tous documents qui s'y rattachent soient rédigés en anglais.

23. NOTICE TO APPLICANT: Do not use the Card or the Account before you read this Agreement. You are entitled to a copy of this Agreement.

24. SUPPLEMENTARY TERMS (QUEBEC ONLY): This Section is applicable only to Applicants and Co-Applicants whose Account billing address is in Quebec:

CLAUSE REQUIRED UNDER THE CONSUMER PROTECTION ACT

(Contract extending variable credit for the use of a credit card)

For the purpose of this contract, the sole fact that the Card has been issued replaces the merchant's signature and the sole use of the Card by the consumer replaces the consumer's signature.

In the event of loss or theft of a credit card, the consumer incurs no liability for a debt resulting from the use of such card by a third person after the issuer of the card has been notified of the loss or theft by telephone, telegraph, notice in writing or by any other means. Even where such notice is not given, the liability of the consumer whose credit card has been lost or stolen is limited to the sum of **\$50.00**.

At the end of each period, the merchant, if he has a claim with regard to a consumer, must furnish the latter with a statement of Account mailed at least **21** days before the date on which he may exact credit charges if the consumer does not discharge his entire obligation; credit charges for advances of money may start as of the date of the advance up until the date of payment.

The consumer may require the merchant to forward to him, without charge, a copy of the voucher for each of the transactions described in the statement of Account.

Until the consumer receives a statement of Account at his address, the merchant must not exact credit charges on the unpaid balance, except on advances of money.

It is in the consumer's best interest to refer to Section **29, 123, 124, 126** and **127** of the *Consumer Protection Act* (R.S.Q., c. P-40.1) and, where necessary, to communicate with the Office de la protection du consommateur. R.R.Q. **1981**, c. P-40.1, r.1, s.35.

CitiFinancial may issue you a credit card. However, where the credit card has not been issued prior to the first use of the credit made available hereunder, the parties shall sign this Agreement below and the first paragraph of the mandatory clause and Section **29** of the Consumer Protection Act clause above shall not apply.

DISCLOSURE STATEMENT

CREDIT LIMIT: \$ _____

1. GENERAL: This Disclosure Statement applies to the Account and each Card we have issued on the Account.

2. INTEREST RATE: The nominal annual interest rate ("APR") (in Quebec, the Credit Rate) for the Regular Revolving Credit Plan is **29.99%** per annum. In Quebec, insurance premiums must be disclosed as forming part of borrowing costs and credit rate, so if you have subscribed for the "Payment Protection Plan" the Credit Rate for the Regular Revolving Credit Plan with insurance is **42.83%** per annum. Examples of the borrowing costs at the APR (assuming a Regular Revolving Credit Plan balance owing during a **30**-day month covered by a statement of Account and no other Credit Plans, fees, additional payments or other charges. All amounts rounded to the nearest cent) and the Credit Rate (with insurance premiums included as part of the borrowing costs) are as follows:

If your previous month's balance or average daily balance is:	Your monthly Finance Charge is	Your monthly interest charge with insurance is*
\$2000	\$49.29	\$70.44
\$1400	\$34.50	\$49.30
\$800	\$19.71	\$28.17
\$100	\$2.46	\$3.52

*For Quebec residents only.

3. SERVICE FEES AND OTHER CHARGES: To the extent permitted by law, the following schedule of service fees and other charges applies to the Account:

- (a) *Annual Membership Fee:* There is a **\$21.00** annual membership fee for your Account. We may change such fee or add other fees upon written notice and as permitted by applicable law.
- (b) *Returned Payment Fee:* **\$40.00 (\$10.00 for Quebec residents)** 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 insufficient funds ("NSF") service fee charged by that financial institution on the NSF cheque or other instrument.)
- (c) *Statement Copy Fee:* **\$3.00** for a copy of an Account Statement and/or **\$25.00** per hour to retrieve statement of Account(s) greater than 12 months.
- (d) *Sales Draft Copy Fee:* **\$5.00** for each copy of a sales draft referred to in an Account Statement.
- (e) *Credit Balance Cheque Refund Cheque Charge:* **\$25.00** will be charged for any cheque issued to refund a credit balance on your Account (any refund issued will be net of this charge).
- (f) *Administration Fees:* From time to time we charge an administration fee in connection with a special Credit Plan, as permitted by law. In such cases the administrative fee will be disclosed in the related advertising material and where you finance such fee on your first statement of Account following the start of the special Credit Plan.

4. CURRENT DATE OF INFORMATION: The information contained in this Agreement is current as of September 1, 2012.

5. FOR FURTHER INFORMATION: For further information on your Account, or for an update, you may call us at **1-888-638-2274**.

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NOTICE TO CONSUMER/CUSTOMER: 1. Do not sign this agreement before you read it or if it contains any blank spaces, even if otherwise advised. 2. You are entitled to an exact, completely filled in copy of this agreement. Keep it to protect your legal rights.

By signing below borrower(s) agrees to the terms of this contract and acknowledges receipt of signed copy of this contract.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Signed at _____,

(Province) _____,

this _____ day of _____, _____

Name of Applicant

Address of Applicant

Signature of Applicant

Name of Co-Applicant

Address of Co-Applicant

Signature of Co-Applicant

Signature of Merchant

The remainder of this panel is intentionally left blank.

ACCOUNT APPLICATION Please print clearly.

Applicant's Name (First, Middle, Last)
Co-Applicant's Name (First, Middle, Last) (Provide if you are applying for joint credit.)
Applicant's Home Phone ()
Applicant's Email Address (optional)**

By signing this Application, you acknowledge having received and read the attached Retail Purchase and Credit Agreement and Disclosure Statement ("Agreement"). See the Notices to Applicant and Co-Applicant at the bottom of the next panel for additional information about the Agreement and this Application. You certify that all information you have given to us in this Application is true and complete and you acknowledge that we will be relying on that information in connection with this Application and our on-going dealings with you. By submitting this Application or by making a purchase under the Agreement, you agree to all of the terms of the Agreement.

****Email Address: By providing your email address, you authorize us to send you email confirmations related to payments on your account, contact you about your account or for general account servicing and/or collection purposes, and to send you information about products and services you might find useful. Please note that providing your email address is entirely voluntary.**

In this Application, "you" and "your" mean the Applicant (and the Co-Applicant if there is one). "We", "our", "us" and "Citi" mean CitiFinancial Canada, Inc.

X _____ Signature of Applicant	_____ Date
X _____ Signature of Co-Applicant	_____ Date

In which language do you want to receive all printed material?
(Statements, Marketing, etc.) English French

STORE USE ONLY "MUST COMPLETE"

Merchant	Store #
Estimated Purchase Amount \$	Salesperson #
Account #	Approved Credit Limit \$
A Health Card cannot be used as identification in Manitoba, New Brunswick, Nova Scotia, Ontario, and Prince Edward Island, even if the customer offers it voluntarily. Unless provided voluntarily, do not require a resident of Quebec to present a Health Card or Driver's License as identification. If the ID is a Driver's License, record the Issue Date.	
Applicant's Government Issued Photo I.D. Type (List last 4 numbers)	Issuing Province or Other Issuing Authority
Issue Date mm/dd/yy (if applicable)	Place of Issuance (if applicable)
Applicant's 2nd I.D. Type or Issuer (List last 4 numbers)	
Issue Date mm/dd/yy (if applicable)	Place of Issuance (if applicable)
Co-Applicant's Government Issued Photo I.D. Type (List last 4 numbers)	Issuing Province or Other Issuing Authority
Issue Date mm/dd/yy (if applicable)	Place of Issuance (if applicable)
Co-Applicant's 2nd I.D. Type or Issuer (List last 4 numbers)	
Issue Date mm/dd/yy (if applicable)	Place of Issuance (if applicable)

Information About Applicant Please print clearly and sign.
Complete all fields unless submitting a "Quick App." If submitting a Quick App, complete only **BOLD/ALL CAPS/ITALIC** fields. There are no Co-Applicants for a Quick App.
MAXIMUM INITIAL CREDIT LIMIT FOR A QUICK APP IS \$5,000.

STREET ADDRESS (NO P.O. BOXES)			
CITY	PROVINCE	POSTAL CODE	
MAILING ADDRESS (IF DIFFERENT FROM STREET ADDRESS)			
CITY	PROVINCE	POSTAL CODE	
Social Insurance Number (optional) — — / /	DATE OF BIRTH (MM/DD/YY) / /	Applicant <input type="checkbox"/> RENTS <input type="checkbox"/> OWNS	
Rent or Mortgage Payment \$	Time at Address Yrs Mths	HOME PHONE ()	
Employer	How Long Yrs Mths	Salary \$ Per	
Position	WORK PHONE ()		
Other Income: \$ Per Source			

Information About Co-Applicant Please print clearly.

Street Address (Check if same as Applicant <input type="checkbox"/> (No P.O. Boxes))			
City	Province	Postal Code	
Mailing Address (If different from Street Address)			
Social Insurance No. (optional) — — / /	Date of Birth (mm/dd/yy) / /	Home Phone ()	
Employer	How Long Yrs Mths	Salary \$ Per	
Position	Work Phone ()		

Notices to Applicant and Co-Applicant: You authorize us to establish and maintain a file of personal information about you and obtain and exchange, from time to time, all information about you (including credit information) with our branches, affiliates, Merchants and agents and with any credit reporting agency, credit bureau, person or corporation with whom you have or may have financial relations, or supplier of services or benefits relating to the Account. Such persons or corporations may include collection agencies, bailiffs, marketing and advertising agencies, or any other party whom we 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 your Card as the method of payment for goods and services that you may purchase from them. This consent is valid where the use of your personal information is needed to assist us in: making a decision about the Application, including verifying your identity; auditing, monitoring, evaluating, servicing and collecting the Account; providing Account-related and other programs offered by us or a third-party provider approved by us; allowing our affiliates and selected companies to promote their products and services to you; responding to your inquiries about the Application, the Account or your file; and meeting legal and regulatory requirements, including Canadian provincial requirements and foreign requirements applicable to us or any of our affiliates or service providers. We may also disclose personal information (including Account information such as your 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 you under those Account programs. You authorize us to exchange personal information regarding your Account and insurance with our affiliates, Triton Insurance Company and American Health and Life Insurance Company, for the above purposes and generally for administering your Account and insurance. **You also acknowledge receipt of notice that, from time to time, we may obtain consumer reports containing credit information about you from credit reporting agencies.**

You consent to the use and disclosure of your personal information as described in this Application and in the *Citi Canada Privacy of Personal Information Statement ("Privacy Statement")*, as amended from time to time, and as permitted or required by law. You may view a copy of the Privacy Statement by visiting www.citifinancial.ca.