INITIAL DISCLOSURE STATEMENT

The following forms part of the Brim Financial Inc. Mastercard® Cardmember Agreement (the "**Agreement**") and provides a summary of important information about your Card and Account. The interest rates/credit rates and fees listed below apply to all credit cards issued by Brim Financial Inc., are current and effective as of June **25**, **2018** unless otherwise noted and are subject to change in accordance with your Agreement.

Initial Credit Limit	Your initial Credit Limit appears in the letter accompanying your first Card.				
Annual Interest	19.99% is the preferred rate for Purchases				
Rates (in					
Quebec, the	19.99% is the preferred rate for Balance Transfers				
Credit Rates)	21.50% is the preferred rate for Cash Advances (other than Balance Transfers)				
	24.99% is the standard rate for Purchases and Cash Advances (including Balance Transfers)				
	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.				
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. If your Agreement is governed by the laws of the Province of Quebec,				
	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).				
Determination of Interest	If interest is charged on Transactions or on any other charges that make up your Balance, it is calculated using the "average daily balance method". The "average daily balance method" results in the monthly compounding of interest. Please see the "Interest and Grace Periods" section of your Agreement for more details.				
Total Minimum Payment	The Total Minimum Payment shown on each monthly statement will be the sum of: (i) \$10, (ii)				
	the fees and interest shown on your current monthly statement, (iii) the current installment(s)				
	under any Installment Plan shown on your current monthly statement (if any), (iv) any amount				
	by which your Balance exceeds your Credit Limit, and (V) any previously unpaid Total Minimum				
	Payments. However, if your monthly statement Balance is less than \$10, your Total Minimum Payment will be the full Balance. The Total Minimum Payment must be paid by the Payment Due Date to avoid being in default of your Agreement.				
Foreign Currency Conversion	If you use the Account to make Purchases or obtain Cash Advances in a foreign currency, the foreign currency will be converted to Canadian dollars before it is recorded in 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 the case of a return of an item purchased in a foreign currency, the dollar amount credited to the Account may be less than the Canadian dollar amount that was originally debited to the Account. We do not charge an additional foreign exchange transaction fee.				
Annual	Primary Cardmember				
Membership Fees	Brim Mastercard®: \$0 Brim World Mastercard®: \$99 Brim World Elite Mastercard®: \$199				
	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.				
Other Fees	To be charged on the day the transaction or activity occurs, unless otherwise specified:				
	NSF Fee/Dishonored Payment: \$25 each (except for Cardmembers resident in the Province of Prince Edward Island).				
	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.				
	Copy of Sales Draft: \$5 for each copy of a sales draft (except for Cardmembers resident in the Province of Quebec).				
	Fast Card Fee for courier delivery or international delivery of replacement Cards: \$25 .				

Installment Plans (Fees)

Fixed Installment Fee (For Cardmembers resident outside of the Province of Quebec): A one-time fixed installment fee of up to 10% of the amount of each qualifying Purchase charged on the day you decide to participate in the Installment Plan. If you cancel the Installment Plan

within **3** months after you decided to participate in the Installment Plan and you do not have two consecutive missed payments, the fixed installment fee will be fully refunded, 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 you will instead be charged interest on the qualifying Purchase at the then prevailing annual interest rate for Purchases from the date of such Purchase until it is repaid in full (taking into account the payments of deferred amounts on such Purchase previously made and the remaining balance

of that Purchase). If you cancel the Installment Plan after **3** months of your participation in the Installment Plan or if you have two consecutive missed payments, the fixed installment fee will not be refunded, 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. Fixed installment fees may change from time to time based on the Installment Plan offer.

Fixed Installment Fee (For Cardmembers resident in the Province of Quebec): You will only be presented with installment offers with **0%** fixed installment fee or offers that are eligible in the Province of Quebec. 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.

Monthly Processing Fee: **0.475%** of the amount of each qualifying Purchase charged each month during the selected payment period for the Installment Plan. If your Installment Plan ends earlier than the selected payment period, you will no longer be charged a monthly processing fee.

Monthly Statement Frequency: Unless otherwise required by law, we will provide the Primary Cardmember with a monthly statement if there has been any activity on the Account during the last billing period or if there is any outstanding Balance owing or a credit balance. Except in the Province of Quebec or unless otherwise required by law, we may not provide the Primary Cardmember with a monthly statement after: (i) the Primary Cardmember has been notified that their privileges to obtain advances under your Agreement have been suspended or cancelled due to an Event of Default; and (ii) we have demanded full repayment of the outstanding Balance.

Prepayment: You are entitled to pay the full outstanding amount on your Account, including interest and fees accrued to the date of payment, at any time without any prepayment fee, charge or penalty.

Legal Expenses: Except in the Province of Quebec, to the extent permitted by applicable law, in the event of any default under your Agreement, you will be responsible for all reasonable charges incurred by us or our agents for legal costs retained to collect or attempt to collect payment under your Agreement.

Lost or Stolen Cards or Unauthorized Use of Your Account: If your Card is lost or stolen or there are possible unauthorized Transactions or use of your Card or Account, you must immediately lock your card and notify us by calling us toll free at: 1-866-305-2746 (BRIM) (or collect at 1-647-251-2746 (BRIM) if you are outside Canada and the U.S.). You will not be liable for any unauthorized Transactions or use 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. Please see the "Lost or Stolen Cards or Unauthorized Use of Your Account" section of your Agreement for more details.

Balance Transfers: 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.

Examples of Monthly Credit Charges: Examples of monthly credit charges at the applicable interest rate (in Quebec, the credit rate) (assuming a balance owing during a **30**-day month covered by a monthly statement and no other fees, additional payments or other charges. All amounts rounded to the nearest cent):

TABLE OF EXAMPLES OF CREDIT CHARGES					
Average Daily Balance	\$100	\$500	\$1000	\$2000	
Monthly credit charges based on an annual interest rate of	\$1.64	\$8.22	\$16.43	\$32.86	
19.99% :					
Monthly credit charges based on an annual interest rate of	\$1.77	\$8.84	¢47.67	COE 04	
21.50% :			\$17.67	\$35.34	
Monthly credit charges based on an annual interest rate of	\$2.05	\$10.27	\$20.54	\$41.08	
24.99% :					

Interpretation: Capitalized terms used in this initial Disclosure Statement have the meaning given to them in your Agreement unless otherwise defined. This initial Disclosure Statement forms part of your Agreement.

Questions about your Account Information: If you have any questions about your Account, please call us toll-free at: **1-866-305-2746** (BRIM) (from Canada and the U.S.) or collect at: **1-647-251-2746** (BRIM) (from elsewhere), Monday – Sunday **8:00** am – **11:00** pm ET.

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