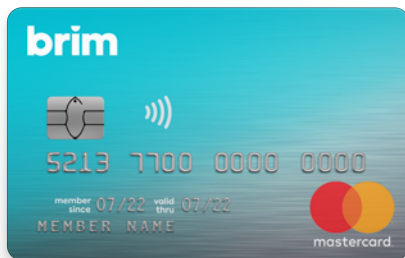


REWARDS TERMS AND CONDITIONS

brim

Mastercard



Rewards Terms and Conditions

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These Terms and Conditions form a legal agreement between you, as Primary Cardmember, and Brim Financial Inc. (“**Brim**” or “**us**”) that govern your participation in the Brim Rewards Program. Please read these Terms and Conditions carefully. They contain important information about the Program, including how to earn and redeem your Rewards. This version is current and effective as of October 1, 2017.

You understand and agree that your participation in the Brim Open Rewards Program is also subject to all of the terms and conditions of your Brim Mastercard Cardmember Agreement for the Card (the “**Cardmember Agreement**”).

1. Definitions

In these Terms and Conditions, the terms below have the following meaning:

“**Account**” means the credit card account opened and maintained by Brim for your Card.

“**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 Rewards**” means the redemption functionality that can be used to redeem Rewards for any Net Purchase.

“**Brim Rewards Account**” means the nominal account we open and maintain in the name of the Primary Cardmember for the crediting and debiting of the Rewards earned in connection with the Program.

“**Card**” means any Brim Mastercard, Brim World Mastercard or Brim World Elite Mastercard issued under the Account.

“**Cash Advance**” includes the following: (i) a cash advance obtained from an automated bank machine 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.

“Eligible Purchase” means any purchase for which payment has been made using your Card but excludes all Balance Transfers, Cash-Like Transactions, Convenience Cheques and other Cash Advances, interest charges, Account payments and credit adjustments, and fees.

“good standing” means an Account that is not more than 90 days past due, credit has not been revoked and the Card has not been cancelled.

“Net Purchases” means all Eligible Purchases charged to your Account, less returns and merchant credits.

“Program” means the Brim Rewards Program that allows you to earn Rewards.

“Rewards” means a certain percentage of Net Purchases charged to the Account and also referred to in these Terms and Conditions as “points”.

All other capitalized terms used but not defined herein have the meaning given to them in your Brim Cardmember Agreement.

2. Eligibility

While all valid and active Cards are automatically included in the Program for the purposes of accumulating Rewards, only the Primary Cardmember is eligible for the benefits of the Program and to redeem Rewards. The Program is a benefit that comes with your Card and is offered at no extra cost to you.

Only one Brim Rewards Account will be set up for each Account. This means that all Rewards earned by both the Primary Cardmember and any Additional Cardmember will be credited to the one Brim Rewards Account.

3. Earning Rewards

Rewards are earned on Net Purchases on a daily basis.

Rewards are earned on a per transaction basis as long as the Account is in good standing and are reflected in your Brim Rewards Account as set out below.

Rewards will be calculated as follows:

Brim Mastercard:

- 1 point for every dollar (\$1) of Net Purchases made on your Card in Canadian dollars (which is equal to a reward value of 1.00% based on a standard redemption rate of 100 points for \$1 of Net Purchases)
- In the case of recurring bill payments, 2 points for every dollar (\$1) of Net Purchases made on your Card in Canadian dollars (which is equal to a reward value of 2.00% based on a standard redemption rate of 100 points for \$1 of Net Purchases)

Brim World Mastercard:

- Up to \$25,000 in Net Purchases, 1.5 points for every dollar (\$1) of Net Purchases made on your Card in Canadian dollars (which is equal to a reward value of 1.50% based on a standard redemption rate of 100 points for \$1 of Net Purchases)
- At \$25,000 or more in Net Purchases, 1 point for every dollar (\$1) of Net Purchases made on your Card in Canadian dollars (which is equal to a reward value of 1.00% based on a standard redemption rate of 100 points for \$1 of Net Purchases)
- In the case of recurring bill payments, 3 points for every dollar (\$1) of Net Purchases made on your Card in Canadian dollars (which is equal to a reward value of 3.00% based on a standard redemption rate of 100 points for \$1 of Net Purchases) up to \$25,000 in Net Purchases and after that, 2 points for every dollar (\$1) of Net Purchases made on your Card in Canadian dollars (which is equal to a reward value of 2.00% based on a standard redemption rate of 100 points for \$1 of Net Purchases)

Brim World Elite Mastercard:

- Up to \$25,000 in Net Purchases, 2 points for every dollar (\$1) of Net Purchases made on your Card in Canadian dollars (which is equal to a reward value of 2.00% based on a standard redemption rate of 100 points for \$1 of Net Purchases)

- At \$25,000 or more in Net Purchases, 1 point for every dollar (\$1) of Net Purchases made on your Card in Canadian dollars (which is equal to a reward value of 1.00% based on a standard redemption rate of 100 points for \$1 of Net Purchases)
- In the case of recurring bill payments, 4 points for every dollar (\$1) of Net Purchases made on your Card in Canadian dollars (which is equal to a reward value of 4.00% based on a standard redemption rate of 100 points for \$1 of Net Purchases) up to \$25,000 in Net Purchases and after that, 2 points for every dollar (\$1) of Net Purchases made on your Card in Canadian dollars (which is equal to a reward value of 2.00% based on a standard redemption rate of 100 points for \$1 of Net Purchases)

Rewards are calculated on the Canadian dollar amount of Net Purchases and rounded to the nearest cent. Rewards earned are reflected as soon as the next business day in your Brim Rewards Account which can be viewed online by logging into your Brim Rewards Account through brimfinancial.com and selecting Brim Rewards or in the Brim mobile application. \$25,000 thresholds are considered on a calendar year basis.

Rewards credited to your Brim Rewards Account on any Purchase made with your Card that you subsequently return will be adjusted and reflected in your Brim Rewards Account as soon as the next business day. Your Brim Rewards Account balance will be reduced by the number of Rewards equivalent to the amount originally credited. You should be aware that in some cases your Brim Rewards Account balance may become negative. In such case, there is no cash liability created but if Rewards are earned in the future, they are first used to offset the negative balance. We accept no liability for any errors in the Rewards balance in your Brim Rewards Account. If any Rewards are awarded to your Brim Rewards Account in error, we reserve the right to deduct the number of Rewards awarded in error at any time, and without notice to you. We are not obligated to honour a request to redeem Rewards added to a Brim Rewards Account in error.

Rewards cannot be earned after the date your Account is closed or the date the Program is terminated.

In the event of a dispute about the amount of your Rewards earned, redeemed or deducted, our record of all Rewards will be considered conclusive unless you notify us of any discrepancy within 30 days of your statement date. You must notify us of any discrepancy at 1-866-305-2746 (BRIM) Canada and USA and 647-251-2746 (BRIM) (collect) elsewhere.

Alternatively, you may notify us by mail at the following address:

Brim Financial Inc.
Attention: Member Services
PO Box 469, 695 Riddell Road
Orangeville, ON
L9W 5G2

4. Bonus Rewards

In addition to the Rewards earned under section 3., Brim may offer Rewards multipliers or bonus rewards from time to time. The terms and conditions applicable to any such offers will be communicated to you in the future.

As well, as a Brim customer, you may be offered the opportunity to earn Rewards, in addition to the Rewards earned under section 3., via our relationships with business partners from time to time. The terms and conditions and any additional new terms and conditions that accompany any such offer will be applicable. We may communicate such offers via email, mobile text message or at brimfinancial.com.

5. Referral Bonuses

Brim may offer referral bonuses from time to time. To receive a referral bonus, your account must be in good standing. You agree to only make recommendations to known friends and family members with whom you have a relationship and who have confirmed to you that they want to receive this communication. You must not send recommendations to people you do not know.

The referral bonus will be awarded to you based on eligible referrals for which Brim receives an application that is subsequently approved and which are activated, subject to all applicable terms and conditions. Due to the confidential nature of the approval process, you will not be notified when applications are approved or declined and any individual you have referred

must agree to allow your account to be bonused upon activation or you will not receive the referral bonus. If our records indicate that any person you have referred has opted not to receive e-mails from us, your referral will not be sent and you will not receive the referral bonus offered as part of this program. The referral program may be modified, suspended, cancelled or otherwise terminated without notice. It cannot be combined with any other offer. If the people that you refer have already applied for the product that you are referring without participating in this program, you will not be eligible for any referral bonus that may be offered as part of this program. Likewise, if the people you refer decide to apply for a Card through this referral program other than the one you have specifically recommended, the referral bonus for which you may be eligible will vary. Referral program participants should allow 8 to 10 weeks for the award of the referral bonus once program criteria have been met and must be enrolled in the corresponding loyalty program (if applicable) when the referral bonus is awarded.

6. Redeeming Rewards

Rewards can be redeemed towards Eligible Purchases using the Brim website or mobile application. The standard redemption rate would allow 100 points to be redeemed for \$1 of Eligible Purchases, provided that in some cases the redemption rate could be higher (the higher redemption rate would be indicated where applicable). Rewards can be redeemed starting at \$1.00. To redeem rewards, log into your Brim Rewards Account through brimfinancial.com or through the Brim mobile application. The Brim mobile application may not be available on all devices, and is subject to additional terms and conditions. Once logged in, select the Redeem Rewards option, and your selected Eligible Purchase made using your Card will be paid with rewards from your Brim Rewards Account up to the full amount of your Eligible Purchase or the full balance of your Brim Rewards Account, whichever is less.

Only the Primary Cardmember is authorized to log into the Brim Rewards Account and redeem Rewards.

The Primary Cardmember may call Brim at 1-866-305-2746 (BRIM) Canada and USA or 647-251-2746 (BRIM) (collect) elsewhere and request that their Rewards be credited to their Account. This will occur no more than two billing cycles from the date of the call.

Reward redemptions are reflected as soon as the next business day in your Brim Rewards Account and, on a monthly basis, as credits on your monthly statement.

7. Use of Personal Information

Brim may exchange Program and Account related information about you with other parties, such as participating partners, merchants or service providers, as required to administer the Program. All personal information will be collected, used, disclosed or otherwise treated in accordance with the Brim Privacy Policy available at brimfinancial.com/privacypolicy.

8. Tax

Any federal and/or provincial tax liability and reporting obligations for any taxes (including but not limited to personal and business income tax reporting) arising from the accrual of Rewards is your responsibility. You release Brim from all liabilities in this regard and acknowledge that Brim will not issue tax receipts.

9. Changing the Program and these Terms and Conditions

If the Primary Cardmember resides outside of the Province of Quebec:

Subject to applicable law, we may make changes to the Program and these Terms and Conditions as they apply to you, in whole or in part, at any time and from time to time, without giving you notice. These changes may include, but are not limited to: (i) the credit cards that are eligible to participate in the Program; (ii) the Eligible Purchases or Net Purchases that qualify for Rewards; (iii) the maximum number of Rewards; (iv) the manner and rate at which Rewards are calculated and earned; (v) the manner and rate at which Rewards are redeemed.

If the Primary Cardmember resides in the Province of Quebec:

We may make changes to the Program and these Terms and Conditions as they apply to you, in whole or in part, at any time and from time to time, subject to the following. These changes may include, but are not limited to: (i) the credit cards that are eligible to participate in the Program; (ii) the Eligible Purchases or Net Purchases that qualify for Rewards; (iii) the maximum number of Rewards; (iv) the manner and rate at which Rewards are calculated and earned; (v) the manner and rate at which Rewards are redeemed.

We will provide the Primary Cardmember, at least 30 days before the change 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. If the amendment entails an increase in your obligations or a reduction in our obligations, the Primary Cardmember may refuse the change and cancel its participation in the Program and its Cardmember 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 Primary Cardmember cancels its participation in the Program and its Cardmember Agreement, the Primary Cardmember must pay in full the outstanding Balance, the amounts outstanding under any Installment Pay Plan and any other amounts outstanding on the Account. Any Brim Rewards Account balance will be redeemed towards Eligible Purchases posted to your Account.

10. Termination of Program

We reserve the right to terminate the Program, in whole or in part, at any time on 30 days' prior written notice. If the Program is ever terminated, any Rewards in your Brim Rewards Account will be redeemed towards Eligible Purchases posted to your Account.

11. Miscellaneous

Rewards do not expire as long as your Account remains open. Brim Rewards can only be redeemed if your Account is in good standing. If your Account is not in good standing, your points may only be used to credit your Account.

Any abuse of the Program's privileges, failure to follow its terms, or misrepresentation may result in Brim ending your participation in the Program and such termination may result in the loss of accumulated Rewards. From time to time it may be necessary for Brim to restrict, suspend or otherwise alter aspects of the Program, with or without notice to you.

Rewards are not refundable, exchangeable, and have no cash value. Rewards may not be resold, pledged or hypothecated in any way. If the Primary Cardmember dies, any Rewards earned on the Account will be credited to the Account on the monthly statement issued after Brim is made aware of the Primary Cardmember's death, unless the surviving spouse is an Additional Cardmember and he/she applies to become and qualifies under Brim's

standard credit criteria as the Primary Cardmember within 60 days after Brim is notified of the Primary Cardmember's death.

All notices and other communications required or permitted to be provided under these Terms and Conditions will be provided in the manner set forth in the Cardmember Agreement.

The Program is void where prohibited by federal, provincial or municipal law.

