

The following terms and conditions, along with your selected account information, payment option selection and authorization above, constitutes a PAD Agreement. This PAD Agreement is provided for the benefit of Brim Financial Inc. ("**Brim**"), the issuer of your Card, in connection with Brim's administration of pre-authorized debits (PADs) under this PAD Agreement on behalf of Canadian Western Bank ("**CWB**"). It is also provided in consideration of the financial institution selected above (the "**Financial Institution**") agreeing to process PADs against the bank account specified above (or any other bank account you may provide to Brim from time to time)(the "**Account**") for the purposes of making all regular recurring payments and/or other payments for amounts due and owing by you to CWB from time to time under or in connection with the cardholder agreement between you and CWB ("**Agreement**"). All capitalized terms used but not defined in this PAD Agreement will have the same meanings given to them in the Agreement.

The debits authorized hereunder are for business purposes and shall be debited from the Account in accordance with the rules of Payments Canada (the "**Rules**").

1. Authorization to Debit Account for Other Amounts. In addition to authorizing regular payments as specified in the payment option selection and authorization above, for any other amount that may become due and owing to CWB from time to time under the Agreement or amounts owing to Brim in connection with this PAD Agreement (including any NSF fees) each such amount shall be debited from the Account **on or about the payment due date shown on the notice provided to you requesting payment** (or, if the payment date falls on a weekend or statutory holiday, on the next business day). For debits other than regular recurring debits (i.e., sporadic debits), prior to initiating any such debit, Brim will obtain your authorization to debit the Account in accordance with the Rules.
2. Error Correction. In the event Brim makes an error in processing any payment from the Account, you authorize Brim to initiate a corrected debit or credit on the Account, as applicable, to correct the error in accordance with the Rules.
3. Waiver of Pre-Notification. **You agree to waive all pre-notification requirements under the Rules in respect of any debits drawn from the Account under this PAD Agreement including, without limitation, pre-notification of the amount or payment dates of all debits drawn against the Account. You further agree to waive the Confirmation requirement under the Rules and agree that a Confirmation will be provided to you within five (5) calendar days after the first PAD via email to the email address provided to CWB for the purposes of receiving information and communications.**
4. Dishonoured PAD. You understand that if any debit initiated by Brim on the Account is dishonoured for any reason, then Brim shall, without prejudice to any other rights and remedies, be entitled to issue another debit in substitution for the dishonoured debit until the debit is honoured and that, if applicable, Brim shall also be entitled to initiate a separate debit to cover any NSF fees or dishonoured payment fee, including any fees or interest charged by the Financial Institution or costs and expenses imposed on Brim for the failed payment. You agree that Brim shall be under no liability whatsoever caused by a dishonoured debit or for any related fees (including, without limitation, any fees that may be imposed on you by the Financial Institution as a result of the unsuccessful PAD).
5. Cancellation. This PAD Agreement will remain in effect until all amounts owing under the Agreement and this PAD Agreement have been paid in full or until notice of its change or termination is provided in accordance with this PAD Agreement. You may revoke or cancel this PAD Agreement at any time by giving Brim at least **thirty (30) days'** written notice before your next regular recurring payment is due; however, cancellation of your authorization to debit the Account will not terminate, cancel, reduce or otherwise affect the amounts owing by you to CWB under the Agreement or amounts owing by you to Brim under this PAD Agreement as your authorization in this PAD Agreement applies only to the method of payment and you must still pay all amounts due or owing under the Agreement and this PAD Agreement. You may obtain a sample cancellation

form, or more information on your right to cancel this PAD Agreement, by contacting the Financial Institution holding the Account or by visiting www.payments.ca. Cancellation will be effective once Brim and the Financial Institution holding the Account have a reasonable opportunity to act on it. Brim may cancel this PAD Agreement by providing 30 days notice to you.

6. **Recourse Rights.** You have certain recourse rights if any debit does not comply with this PAD Agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. For more information about your recourse rights, you may contact your Financial Institution or visit www.payments.ca. You can also contact Brim at support@brimfinancial.com to make any inquiries, obtain information or seek any recourse rights.
7. **Assignment.** Brim may assign this PAD Agreement to another person or entity, whether directly or indirectly, by operation of law, change of control or otherwise, provided that, at least ten (10) days prior to the next regular recurring payment being issued in the assignee's name Brim or the assignee shall provide you notice of the details of any such assignment, including the identity and contact information of the assignee. Thereafter, the assignee shall be permitted to debit the Account in accordance with the terms of this PAD Agreement.
8. **Privacy Consent.** You consent to the collection, use and disclosure of any personal information contained in (or that may be collected by Brim pursuant to) this PAD Agreement to any third parties as may be required to process the debits in accordance with the Rules and the proper application of the Rules. You understand that Brim will handle the personal information contained herein in accordance with its [Privacy Policy](#).