

YARD CARD CANADA PLUS CREDIT APPLICATION

Step 1 – The Applicant

Business Name or Trade Name to be embossed on the Credit Card

Legal Name of Applicant _____

Applicant is (select one): Corporation Partnership Sole Proprietorship Other (e.g. unincorporated association)

IF: Sole Proprietorship, provide name of Owner / Partnership – provide names of Partners

Step 2 – About your Business

Date established (MM/DD/YY) _____

current ownership since (MM/DD/YY) _____

Nature of Business – (a description of your business.) _____

Business address: Street _____

City/Town _____

Province _____

Postal code _____

Telephone # _____

Fax # _____

Banking and Trade Information

Financial institution _____

Business Chequing Account number _____

Bank Contact _____

Bank Phone Number _____

Trade Reference _____

Trade Reference Contact Name _____

Trade Reference Telephone Number _____

Step 3 – Guarantor(s)/Sole Proprietor/Partner(s)

Last name _____

First name _____

Middle Initial _____

SIN # (optional) _____

Birth date (MM/DD/YY) _____

Home telephone # _____

E-mail Address (optional) _____

Home Street Address _____

City/Town _____

Province _____

Postal code _____

Own

Rent – How long? _____ Yrs

Previous address (if less than 2 years above)

Home Street Address _____

City/Town _____

Province _____

Postal code _____

Own

Rent – How long? _____ Yrs

Employer Information (as applicable)

Employer's Name/Other Sources of Income _____

Employer's Address (including City/Town, Province and Postal Code) _____

Telephone # _____

Occupation/Position _____

How Long? (Yrs/Mos.) _____

Annual Income from Employer/Other Sources _____

Second Guarantor/Partner (If applicable)

#1 Last name _____

First name _____

Middle Initial _____

SIN # (optional) _____

Birth date (MM/DD/YY) _____

Home telephone # _____

E-mail Address (optional) _____

Home Street Address _____

City/Town _____

Province _____

Postal code _____

Own

Rent – How long? _____ Yrs

Previous address (if less than 2 years above)

Home Street Address _____

City/Town _____

Province _____

Postal code _____

Own

Rent – How long? _____ Yrs

Employer Information (as applicable)

Employer's Name/Other Sources of Income _____

Employer's Address (including City/Town, Province and Postal Code) _____

Telephone # _____

Occupation/Position _____

How Long? (Yrs/Mos.) _____

Annual Income from Employer/Other Sources _____

APPLICANT - PLEASE READ AND SIGN THIS APPLICATION

In this application, the words "you," "your" and "yours" means the Applicant and each person named above under Step 3. The words "we," "us" and "our" and "VFC" mean VFC Inc. and its affiliates. If you obtain a VFC product that offers insurance benefits, "we," "us" and "our" mean the insurers who provide those benefits from time to time. The word "information" means personal, financial and other details about you that you provide to us and we obtain from others outside our organization, including through the products and services you use.

Consent to the Collection, Use and/or Disclosure of your Information. You agree that, at the time you begin a relationship with us and during the course of our relationship, we may collect, use and disclose your information as described in this Application, the Cardholder Agreement and in the Privacy Agreement found at www.VFC.ca/en/privacy (a copy of which will also be mailed to you with your Card), including for, but not limited to, the purposes of identifying you, providing ongoing service, understanding your financial needs, marketing products and services to you, protecting us both from fraud and error and complying with legal and regulatory requirements.

Credit Consent: We will obtain information and reports about you from credit reporting agencies and other lenders at the time of and any time during the application process, and on an ongoing basis to review and verify your creditworthiness and/or establish credit and hold limits.

The Applicant named above, agrees and certifies that: (i) all information provided in connection with this application is complete and accurate, and I am not now nor have I ever been bankrupt or had any part of an account written off by a creditor as not collectible, (ii) I am a resident of Canada and, if I am a sole proprietor, have reached the age of majority in the province or territory where I reside; (iii) I hereby apply for and request VFC Inc. ("VFC") to establish a credit card account ("Account") in my name to provide credit under the terms of the Cardholder Agreement provided to me and to issue and send to me and each other Cardholder named by me from time to time, a credit card (the "Card"), and renewals and replacements from time to time, provided that credit will be extended only if my application is approved; (iv) I have received a copy of the Cardholder Agreement and Disclosure Statement prior to the extension of credit; and (v) I have read and am bound by the Cardholder Agreement and Disclosure Statement as amended or replaced from time to time; (vi) I will provide a copy of the application, Cardholder Agreement and Disclosure Statement to each Cardholder on my Account who will also read and be bound by the Cardholder Agreement and Disclosure Statement as amended or replaced from time to time.

Name of Applicant (Print full legal name): _____

I have the authority to bind the Applicant*

Print Name: _____

Title (if applicable): _____

Date: _____

*Authorized signing officer of corporation/owner of sole proprietorship/partners must sign here.

Each person who signs this application below as a guarantor (each a "Guarantor") agrees and certifies that: (i) the information provided about me above in this application is complete and accurate, and I am not now nor have I ever been bankrupt or had any account written off by a creditor as not collectible, (ii) I have reached the age of majority in the province or territory where I reside (iii) I have received a copy of the application, Cardholder Agreement and Disclosure Statement, and (iv) I have read and am bound by the terms of the guarantee in the Cardholder Agreement.

Signature of Guarantor _____

Print Name: _____

Date: _____

Signature of Guarantor _____

Print Name: _____

Date: _____

In this section entitled "Cardholder Agreement", the words "you", "your" and "yours" means the Applicant. The words "we", "us" and "our" and "VFC" mean VFC Inc. and its affiliates. If you obtain a VFC product that offers insurance benefits, "we", "us" and "our" also mean the insurers who provide those benefits from time to time. Read this Agreement carefully and keep it so you can refer to it later. Signing, activating or using your Card or Account means that you have read this Agreement and accept its terms. This Agreement replaces any previous Agreements provided to you for the Account.

1. Definitions: In this Agreement, the words listed below have the following meanings:

"Account" means the credit card account opened and maintained by VFC for each Card.

"Agreement" means this Cardholder Agreement and the Disclosure Statement, as amended from time to time.

"Applicant" means the person or entity who applied for the Account and in whose name the Account has been opened.

"Balance" means the total amount of all Transactions, fees (including those set out in the Disclosure Statement), interest and other amounts payable under this Agreement, less any payments or other credits which have been posted to the Account.

"Card" means each credit card issued by us to access the Account and any renewal or replacement issued by us from time to time.

"Cardholder" means you and each individual to whom a Card has been issued at your request.

"Disclosure Statement" means the disclosure statement (Credit Card Rates and Fees) that is attached to this Agreement, as such disclosure statement is amended from time to time.

"Promotional Due Date" means the last day of the Promotional Term.

"Promotional Offer" means a special promotional offer that is made available to you from time to time as contemplated in Section 6 of this Agreement.

"Promotional Term" means the period of time that applies to a particular Promotional Offer, as stated in the promotional materials or sales slips or invoices provided by a merchant, that Purchases (including applicable fees charged by the merchant) and any other Transactions will be subject to the terms of a Promotional Offer.

"Purchase" means the purchase of goods and services (plus applicable taxes) that is charged to the Account.

"Regular Credit Purchase" means a Purchase, other than a Purchase that is subject to a Promotional Offer during the Promotional Term, but includes any outstanding balance owing for a Purchase that is subject to a Promotional Offer after the Promotional Due Date or after a Promotional Offer is cancelled as a result of your default under this Agreement.

"Regular Rate" means the standard annual interest rate that applies to Regular Credit Purchases. Your current Regular Rate is disclosed on the Disclosure Statement attached to this Cardholder Agreement.

"Transaction" means any use of the Card or the Account to make a Purchase (including through a Promotional Offer) or any other charges to the Account, including interest charges, fees, payments, and credit or debit adjustments.

2. Use of Card and Making Payments: Each Cardholder may use a Card to make Purchases and for any other type of Transaction that we allow from time to time wherever the Card is accepted. You authorize us to charge the Account with the amount of each Transaction. A Cardholder must sign their Card as soon as they receive it. A Cardholder shall not use the Card or the Account for anything that is illegal or fraudulent. We reserve the right to block use of the Card and prevent use of the Account without telling you in advance if we suspect illegal, unauthorized or fraudulent use of the Account.

If a Cardholder uses or gives the Account number to someone for a Purchase or if a Cardholder otherwise authorizes the Account to be charged without presenting the Card or without signing a sales draft (including by mail, telephone, Internet or any other electronic method of communication), the legal effect is the same as if the Cardholder had presented the Card and/or signed a sales draft or slip. If a Cardholder has at any time authorized a person to use the Account, you will be liable for any use of the Account by that person even though you intended to limit that authorization to a particular use or time. Please read Section 14 ("Electronic Services/Use of PIN and Password with Card") for more details about the use of your Card with a PIN or Password.

You are responsible for and must repay us the Balance owing on the Account. It is your responsibility, not VFC's, to seek reimbursement from any Cardholder for any portion of the Balance arising from use of a Card or the Account by any Cardholder. We may limit the number of Cards issued on the Account.

3. Statements: Each month we send a statement (the "Statement") to your address as set out on your Credit Application. We will not issue you a statement if there has been no activity on the Account (including any Promotional Offers where payments and interest are waived or reduced in that month) or if you owe us or we owe you less than \$1.00 on the Account. The number of days covered by a statement is between 28 and 33 days depending on when your statement period ends. You must tell us no later than 30 days following your statement date, of any error or omission in your statement. Otherwise, you agree that your statement is correct, except for any amount that we have improperly credited to the Account which we may reverse at any time. If you do not receive your statement in any month for any reason, you must contact us to obtain the information required to meet your payment obligations.

4. Credit Limit and Overlimit Fee: We will determine the maximum amount that may be charged on the Account at any time (the "Credit Limit"). The current Credit Limit is shown on the Card carrier that you receive with your Card. We may change the Credit Limit from time to time, without prior notice to you, but if we do, the new Credit Limit will be shown on the monthly statement that we provide to you. The amount of credit that is available to you at any time (your "Available Credit") is the positive difference between the Credit Limit and the Balance that is outstanding on the Account at such time. Depending on your method of payment, it may take up to five business days before your Available Credit is increased by the amount of any payment that you make.

If the Balance owing on the Account at any time exceeds the Credit Limit, we may refuse to extend further credit until you have made a payment to bring your outstanding Balance below your Credit Limit. We may choose, from time to time and without notice to you, to allow the Balance that is outstanding on the Account to exceed the Credit Limit, but we are not required to do so even if we have done so before. If we allow you to exceed the Credit Limit, you are responsible for and must pay the amount that exceeds the Credit Limit when the statement is received. The Account may be charged an overlimit fee in the amount shown in the Disclosure Statement if you exceed your Credit Limit. Only one overlimit fee will be charged per statement period. You remain liable for the entire Balance owing on the Account whether or not it exceeds the Credit Limit.

5. Interest and Grace Period: Interest accrues at the Regular Rate on each Purchase and any other amount that is charged to your Account from the Transaction date that appears on your statement until the particular amount has been paid in full. The order in which amounts charged to your Account are paid is described below (see Section 11 "How We Apply Payments to your Account"). We calculate interest on the closing Balance each day, except that we do not charge interest on interest until after default. You can avoid paying any interest on amounts that have been charged to your Account for the first time by paying your Balance in full by the Payment Due Date shown on your statement (other than interest on Purchases made under the "Equal Monthly Payment with Interest" Promotional Offer where interest will be charged as described in Section 6 of the Agreement). If you do not pay the Balance in full in any month, then interest will continue to accrue daily on the unpaid portion of the previous month's Balance until that Balance has been paid in full, which means that additional interest charges may appear on the next statement.

The number of days between the Statement Date and the Payment Due Date shown on your monthly statement is the Grace Period. The minimum Grace Period is 25 days.

6. Promotional Offers and Interest on Promotional Offers: We may make Promotional Offers to you from time to time as specified prior to or at the time of Purchase. These Promotional Offers are subject to the terms of this Agreement and any terms contained in the promotional materials for the Promotional Offers and/or sales drafts or slips provided by the merchant for Purchases that are subject to these Promotional Offers. For the "Same as Cash" and "No Interest with Minimum Payment" Promotional Offers described below, interest accrues at the Regular Rate from the date of the Purchase, unless interest is waived or reduced as described below. For any Promotional Offers, if you fail to comply with any term of this Agreement, including failing to pay the Minimum Payment by the Payment Due Date or failing to pay the outstanding balance owing under the "Same as Cash" or "No Interest with Minimum Payment" Promotional Offer in full by the Promotional Due Date, we may, without notice to you, cancel the Promotional Offer you are participating in. If a "Same as Cash" or "No Interest with Minimum Payment" Promotional Offer is cancelled, you will be charged interest at the Regular Rate on any Purchase that is subject to this Promotional Offer and on any applicable fee for that Purchase, from the date of the Purchase (the Transaction date) until payment in full of the amount of the Purchase and the applicable fee. If a "No Interest, No Payment", "Low Interest Rate (with fee)", "Low Interest Rate (no fee)" or "Equal Monthly Payment with Interest" Promotional Offer is cancelled, you will be charged interest at the Regular Rate on any outstanding balance owing under the Promotional Offer from the date that you failed to comply with any term of this Agreement until payment in full of the outstanding balance under the Promotional Offer is made in full. The following are the Promotional Offers that may be made to you prior to or at the time of Purchase:

- (a) **"Same as Cash":** Interest is waived on your Purchases subject to this Promotional Offer, and on any fees charged for those Purchases, if you pay the balance outstanding under this Promotional Offer in full by the Promotional Due Date.
- (b) **"No Interest with Minimum Payment":** Interest is waived on Purchases subject to this Promotional Offer, and on any fees charged for those Purchases, if you pay the Minimum Payment each month by the Payment Due Date shown on your statement. Payment of any outstanding balance of the Promotional Offer is due in full by the Promotional Due Date.
- (c) **"No Interest, No Payment":** Interest does not accrue and no minimum or other payment is required on Purchases subject to this Promotional Offer during the Promotional Term if you pay the Minimum Payment each month by the Payment Due Date shown on your statement. You will be charged interest at the Regular Rate on any outstanding balance under this Promotional Offer that is not paid by the Promotional Due Date.
- (d) **"Low Interest Rate (with fee)" or "Low Interest Rate (no fee)":** A reduced interest rate as disclosed in the Disclosure Statement will be applied to Purchases subject to this Promotional Offer, and any fees charged for those Purchases, for the Promotional Term if you pay the Minimum Payment each month by the Payment Due Date shown on your statement. Payment of any outstanding balance under this Promotional Offer is due in full by the Promotional Due Date.
- (e) **"Equal Monthly Payment with Interest":** Interest is charged on Purchases that are subject to this Promotional Offer at the reduced rate disclosed on the Disclosure Statement. Equal monthly payments for each Purchase that is subject to this Promotional Offer is determined by applying a special repayment factor, as disclosed on the Disclosure Statement, to the amount of each Purchase (which special repayment factor is based on the number of months in the Promotional Term), plus interest on each Purchase.

Purchases made under Promotional Offers and the Promotional Due Dates will be shown separately on your statement.

7. Fees: You authorize us to charge your Account, where applicable, with the fees shown on the Disclosure Statement.

- 8. Minimum Payment:** You may pay your Balance in full at any time. However, each month you must pay at least that portion of your Balance shown as the Minimum Payment by the Payment Due Date shown on your statement. The Minimum Payment is calculated in the manner outlined in the Disclosure Statement.
- 9. Good Standing:** Your Account is considered to be in good standing when you are in compliance with all terms of this Agreement. Your Account will not be in good standing if you fail to make any Minimum Payment (as shown on your statement) by the Payment Due Date or fail to comply with any other term.
- 10. Our Rights if you Default:** If you do not make the Minimum Payment on the Payment Due Date, or otherwise do not comply with this Agreement, or if anything occurs which causes us to believe that you or any Guarantor will not make any payment or otherwise will not comply with this Agreement: the entire Balance will, at our option, become due and payable, despite any other provision of this Agreement, together with interest on such Balance at the Regular Rate, we may, without notice to you, deduct money from any other account that you have with us or any of our affiliated companies and use it to pay the amount that is owing to us, and you must pay all our legal expenses, on a solicitor and own client basis, (including all legal fees charged by our own internal legal counsel) that we incur to collect or attempt to collect what is owing to us.
- 11. How We Apply Payments to your Account:** Unless specified otherwise in connection with any Promotional Offer, we apply payments in this order: interest; insurance premiums; fees; tax on insurance premiums; and Purchases. If you have paid more than the Balance shown on your statement, we will apply the extra payment to those items that have not yet appeared on your statement in this order: Purchases; interest; fees; applicable taxes on insurance premiums and insurance premiums. If you have a Promotional Offer with interest that has been waived or reduced and you make a payment that is equal to or greater than the balance owing under such Promotional Offer, your payment will be first allocated to the balance under the Promotional Offer and then to the remaining Balance owing on your Account, in the order outlined above. We reserve the right to change the order in which we apply payments. In any category of items, those amounts which bear the lowest rate of interest will be paid first. We may delay enforcing our rights under this Agreement and may accept late payments, partial payments and payments marked as "paid in full" or containing similar wording without losing any rights that we have under this Agreement or by law, including the right to recover in full all amounts owing to us on the Account. If you have any questions about the allocation of payments, call Customer Service at the telephone number on the back of your Card or your statement.
- 12. Benefits and Optional Services:** We, or third parties, may make special services or benefits available to you which may be subject to additional terms and conditions. All such benefits and services may be modified or cancelled without notice to you. We are not responsible or liable for any product or service supplied by third parties. Subject to applicable laws, if you have enrolled in optional credit insurance, insurance premiums (plus applicable taxes) are treated as a Transaction, unless the promotional material or sales slip indicates otherwise.
- 13. Security Interest:** You hereby give VFC a security interest in any items purchased on your Account and the proceeds thereof, including insurance proceeds (the "Collateral"). Additionally, you authorize us to file any financing statements showing our security interest in the Collateral without your signature and further agree we hold a purchase money security interest in the Collateral. Any item of Collateral will remain as security for all Purchases until such time as the Purchase for that item of Collateral is completely paid for. Where permitted by law, you waive the right to receive a copy of any financing statement or financing change statement registered by us.
- 14. Electronic Services/Use of PIN and Password with Card:** The following provisions apply if we allow you to access or use the Card or the Account (with or without a personal identification code such as a Personal Identification Number (PIN), and/or Password), over the phone, on the Internet or other electronic service or if we allow you to access or use the Account using your Card with a PIN or Password and/or not sign a sales draft.
- a) **Protecting your Card/PIN/Password:** You are responsible for the care and control of the Card and any personal identification number (PIN) or password (Password) that may be provided to you with your Card. You must maintain them safely at all times which includes: keep possession of the Card; keep your PIN and Password separate from your Card; take all reasonable precautions to ensure that no one finds out your PIN or Password, including while you key in your PIN or Password at any point-of-sale terminal; keep your PIN and Password strictly confidential; avoid such PIN or Password combinations that may be easily determined by others, such as birthdays, phone numbers, age, Social Insurance Number, etc.; ensure that each PIN or Password is unique; and contact us immediately if your Card is lost or stolen or your PIN or Password becomes known to an unauthorized person. Your Card, PIN and Password are reserved strictly for your own use. If they are used by someone else, you will be required to prove that you took all reasonable precautions to protect these items.
- b) **Your responsibility for use of the Card, PIN and Password:** You are responsible for the full amount of all authorized activity resulting from use of the Card, and Card with PIN or Password for any service by any person. You are responsible for the full amount of all unauthorized activity with respect to any service which occurs before we receive notification that your PIN, Password or Card was lost or stolen or that your PIN or Password may have become known to an unauthorized person. On receiving such notice from you we will promptly block the Card's ability to access the Account or any services we may offer.
- 15. Account Activity:** Our records will be conclusive proof of use of the Account or electronic services and will be considered your written request to perform the Transaction. Even though you may be provided with a Transaction receipt, verification or confirmation number, the following applies to all Transactions or other activity on the Account:
- our acceptance, count and verification of Transactions will be considered correct and binding unless there is an obvious error; and
 - Transactions or other activity on the Account may be credited or debited by us to the Account on a date determined by us. This date may be different than the date on which the Transaction or other activity occurred.
- 16. Your Liability for Unauthorized Use of Cards:** You must notify us immediately by telephone or in writing of any actual or suspected loss, theft or unauthorized use of your Card or Account. If you report your Card lost or stolen, you will not be liable for any unauthorized Transactions that occur after you notify us. We may require you to pay up to a maximum of \$50.00 for any unauthorized amounts charged to your Account before you notify us. However, if the Account is used with a personal identification code such as a PIN, Connect ID and/or Password, you will be liable for the full amount of all unauthorized Transactions which occur before notification.
- 17. Problems with Merchants:** We are not responsible if, for any reason, your Card is not honoured. If you have problems regarding any product or service purchased through the use of your Card, you must settle the problem directly with the merchant. Even if you have a problem with a merchant, you must make at least the monthly Minimum Payment by the Payment Due Date shown on your statement in order to keep your Account in good standing and you remain responsible for the Balance. We shall not be liable for any loss or damage incurred as a result of our inability to authorize or process any Transaction or for taking any other action contemplated by law.
- 18. Credits from Merchants:** If a merchant issues you a credit note, we credit it to your Account on the day we receive it. However, if we have charged you any interest as a result of the original Transaction, we will not refund this interest to you.
- 19. Changing your Address:** You must provide us prompt written notice of any change in your address, your name or other information about you.
- 20. Cancellation:** We have the right at any time without notifying you in advance, unless required by law, to:
- cancel any Card on your Account;
 - cancel any Promotional Offers;
 - withdraw your rights and privileges in respect of your Card and Account; and
 - require the immediate return or destruction of all Cards.
- You may also cancel this Agreement by telling us in writing. Upon cancellation, you are not entitled to use your Card or Account and must repay any outstanding Balance and accrued interest immediately. We may deduct money from any other account that you have with us or any of our affiliated companies, and use it to pay the amount that you owe us, without notice to you. You must pay all legal fees and expenses that we incur to recover amounts under this Agreement, as permitted by applicable law. Even if we have withdrawn your rights and privileges on your Card and Account, this Agreement remains in effect, for as long as any Balance is owing on the Account.
- 21. Changes to this Agreement:** We may make changes to this Agreement, including the interest rate and fees, by giving notice of the change to you, at the most recent address in our records, or in some other way. Benefits, services and coverages associated with any Card or the Account may also change or end by giving notice to you.
- 22. Cancellation of Card(s) by Applicant:** You may cancel any Card by providing us with notice in writing instructing us to cancel the Card and confirming that the Card is in your possession or has been destroyed. Cancelling a Card will not affect your obligation to pay all amounts owing on the Account resulting from the use of that Card before such cancellation.
- 23. Card Ownership:** Each Card is owned by VFC. You do not have the right to assign or transfer your rights and obligations under this Agreement, a Card or your Account to anyone else, but your obligations shall be binding on your estate and legal representatives.
- 24. Assignment:** We may sell, assign or transfer all or some of our rights or obligations under this Agreement, without notice to you. In connection with any sale, assignment or transfer, we may give information about you and your Account to the purchaser or transferee.
- 25. Severability:** If any part of this Agreement is contrary to law, that part is ineffective without invalidating the rest of the Agreement.
- 26. Guarantee:** In consideration of us providing credit to the Applicant named above, each Guarantor unconditionally and irrevocably guarantees to us, as principal debtor and not as surety, the due and punctual payment of the Balance owing from time to time. Each Guarantor will be jointly and severally (in all provinces except Québec) and solidarily (in Québec) liable hereunder with the Applicant and each other Guarantor. Each Guarantor waives all benefits of division and discussion. We may at any time and from time to time without the consent of or notice to any Guarantor give any extension of time for payment of any amounts, release, realize or replace any security we may hold, give releases or discharges, increase the interest rate payable on all or any portion of the Balance and amend the terms of this Agreement, without in any way affecting this guarantee or the obligations of any Guarantor. We may require payment from any Guarantor before we attempt to obtain a payment from the Applicant, and the obligations of any Guarantor will not be affected by the bankruptcy of the Applicant or any other Guarantor. Each Guarantor acknowledges that this guarantee is not subject to any escrow or any agreement that it is not effective until any condition has been complied with.
- 27. Language:** You acknowledge having expressly required that this Agreement, the Statements and all other related documents be drafted in English. Vous reconnaissez avoir expressément exigé que le présent contrat, les relevés et tous les autres documents s'y rapportant soient rédigés en anglais.
- 28. Governing Law:** This Agreement will be governed by and interpreted in accordance with the laws of the province or territory in Canada stated in your address on the Application above, and the laws of Canada, as applicable. If that address is not in Canada, this Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and Canada, as applicable.