

DirectCash Pre-Paid - Card Holder Agreement

FEES⁽¹⁾ AND PROGRAM DETAILS

ATM Cash Advance:	\$2.50	Debit Card Funds Transfer:	\$1.75	Requested Transaction Decline:	\$0.50	Card Loading	\$1.25
US ATM Cash Advance:	\$3.15	US Debit Card Funds Transfer:	\$2.25	US Requested Transaction Decline:	\$1.80	Balance Inquiry	\$1.75
International Cash Advance:	\$7.65	Inter. Debit Card Funds Transfer:	\$7.65	Inter. Requested Transaction Decline:	\$4.05	Statement Fee	\$0.00
Monthly Fee for Cash Card:	\$2.95	Deactivation Fee:	\$10.70	Dormant Account :	\$10.70	IVR Balance Fee:	\$1.50

(1) All fees are quoted on a net basis. GST and PST are either inapplicable or the fees are presented on a "GST and PST included" basis. Therefore, the quoted fees include all GST, PST and other taxes chargeable on the individual fees. DirectCash ATM Processing Partnership's GST Number is 86418 5822. Fees include the standard Interac™ transaction fees charged to DirectCash in connection with the use of the Cash Card. Other additional fees may apply in connection with outlet specific surcharges for use of ATMs and debit card terminals, in which case such fees will be charged to the Customer and will reduced against the remaining Advance Limit left on the Cash Card (in addition to the DirectCash Service Charges listed above). Fees (and methods of calculating and collecting any applicable taxes) may be changed by DirectCash from time to time.

(2) If there is more than 1 Advance Limit authorized for a Cash Card, only 1 monthly fee will be charged. This fee applies to both active and deactivated Cash Cards.

The undersigned Customer acknowledges having read the entire agreement and accepts the terms and conditions including those set out below. (DirectCash's acceptance of this agreement (if fully completed) shall be evidenced by the issuance of a Cash Card to Customer and the activation of that Cash Card for use by Customer).

X _____

Customer Signature

In this agreement, "Customer" means the customer indicated above who has signed this Cash Card Agreement.

1. **Definitions and Parties.** By executing this Agreement or using the Cash Card and delivering it to DirectCash or to one of DirectCash's authorized merchants (a "Merchant"), the person identified above and who signs this agreement (the "Customer") is agreeing to enter into an agreement with DirectCash in respect of the matters set out herein. The delivery of a DirectCash ATM/Debit card (a "**Cash Card**") to the Customer shall constitute DirectCash's acceptance of this agreement. No alterations to this Agreement may be made without DirectCash's prior written approval (no Merchant has authority to agree to any such alterations on DirectCash's behalf). In this Agreement the words "you" or "your" mean the Customer and any other person who gains access to the Cash Card and to the PIN number and authorizes an advance/funds transfer transaction using the Cash Card (with or without the Customer's consent see "PIN Confidentiality" and "Unauthorized or Fraudulent Use").

2. **Registration.** To receive a Cash Card the Customer must complete the registration process by providing the Merchant with current, complete and accurate information as prompted by the registration form. **The Customer** agrees that any registration information which the Customer provides us shall be updated whenever the same is changed so that DirectCash's records are always current.

3. **Cash Card Services.** Once the Customer has successfully completed the registration process, the Customer will be given custody of a Cash Card and will be provided with a secret personal identification number ("PIN") that corresponds to the Cash Card (all in a manner that complies with the Interac™ PIN security rules). The Cash Card provides you with access to any automated teller machine which displays the Interac™ logo (an "ATM") to obtain cash advances and any

Interac™ direct payment terminal (a "Debit Card Terminal") to direct transfer of funds to merchants to facilitate the purchase of goods/services of a total dollar amount up to the advance limit authorized for that Cash Card from time to time (the "Advance Limit") less applicable service fees. The minimum cash advance is determined by the dispensing capability of each ATM. The daily ATM cash advance limit applicable to the Cash Card is set globally by DirectCash from time to time and any change in the limit shall be posted on DirectCash's web site prior to being changed. The current amount of the daily ATM cash advance limit is set out above in the Fee & Programs Details Table. ATM Cash advances and Debit Card Terminal funds transfers to merchants/service providers are only currently permitted in Canadian Dollars. If non Canadian currency advances/funds transfers are added as a service in the future, ATM Cash advances and Debit Card Terminal funds transfers to merchants/service providers in non Canadian currency will be subject to currency conversion rates set by DirectCash and the Financial Institution from time to time.

4. Web Site Access. At the time that the Customer receives a Cash Card, the Customer may also be given the opportunity to set a password (the "Internet Password") which will entitle the Customer to access certain information concerning the Cash Card and activities related to the Cash Card using an internet connection to access DirectCash's web site. The Internet Password may not be the same as the PIN and it is not currently anticipated that the web site access will be useable for anything other than access to information (i.e. the web site may not be set up to accept instructions for funds transfers). The Customer shall be responsible for any changes made to the information maintained by DirectCash in reliance upon internet communications received by DirectCash that are sent using the Customer's Internet Password. The Customer should assure that the Customer follows the same security precautions for the Internet Password as required for PINs.

5. Cash Card Status. The Cash Card (pursuant to applicable Interac™ regulations) remains the property of the financial institution which issued it (the name of which is indicated on the Cash Card) (the "Financial Institution"). The Cash Card is held by DirectCash pursuant to an account agreement with the Financial Institution. The Customer is only permitted to use DirectCash's Cash Card only in accordance with the terms of this Agreement to facilitate the distribution of ATM Cash advances to the Customer and Debit Card Terminal funds transfers to merchants/service providers authorized by the Customer. If for any reason the contractual relationship between DirectCash and the Financial Institution is discontinued and the Cash Card is deactivated while the Customer still has a positive Advance Limit authorized for the Cash Card, then DirectCash will either (a) arrange for a new cash card issued by a different Financial Institution to be issued to the Customer (subject to receipt of identification, return of the old card and execution of a new cash card agreement) or (b) advance a cash (or cheque) payment to the Customer for the remaining amount of the Advance Limit (subject to receipt of identification and return of the old card).

6. Advance Limit Replenishment. The Customer may take any Cash Card to any Merchant offering Cash Card services, and subject to the requirements of that Merchant, may arrange for additional amounts to be added to the Advance Limit authorized for the Cash Card (an "Advance Limit Replenishment").

7. DirectCash and Merchant Status. DirectCash is not a financial institution and is not in the business of accepting deposits or of conducting banking operations. The Merchant from whom the Customer obtains the Cash Card or arranges for an Advance Limit Replenishment (pursuant to separate agreement between DirectCash and the Merchant) has retained DirectCash to arrange for cash to be dispensed to the Customer through ATMs and to transfer funds to merchants/service providers through Debit Card Terminals when the Customer authorizes such advances/funds transfers through the use of the Cash Card. The consideration which the Customer agrees to provide to the Merchant (for example, but without limitation, signing a promissory note, endorsing a cheque over to the Merchant, etc) to compensate the Merchant for activating or increasing the Advance Limit on the Cash Card is paid by the Customer to the Merchant (and not to DirectCash) and usually exceeds the Advance Limit. The amount, form and method of providing consideration to the Merchant to cause the Merchant to activate or increase the Advance Limit on the Cash Card are matters between the Customer and the Merchant.

8. Cash Card Care & Control. The Customer is solely responsible for care and control of the Cash Card and the PIN.

9. PIN Confidentiality. The Customer must never keep a record of the Cash Card PIN near the Cash Card. The Customer must memorize the PIN and not tell anyone the PIN. The Customer must ensure that no one finds out the PIN, including while you key in the PIN at an ATM or a Debit Card Terminal. The Customer is liable for all transactions incurred using the PIN.

10. Authorized, Unauthorized or Fraudulent Use. The Customer is responsible for use of the Cash Card and PIN and is responsible for the full amount of all activity resulting from use of the Cash Card by any person (including any use of the Cash Card by persons to whom the Customer has made the Cash Card or PIN available). The Customer is also responsible for the full amount of unauthorized activity resulting from the use of the Cash Card including due to fraudulent activity or theft of the Cash Card which occurs before the Customer provides DirectCash with actual notification that the Cash Card has been lost or stolen, provides necessary identification information, and DirectCash has been able to

"deactivate" the Cash Card on the Interac™ system.

11. Cash Card Deactivation or Advance Limit Reductions. DirectCash may reduce the Advance Limit authorized for the Cash Card in the event that DirectCash is notified by a Merchant that the Customer has violated the agreement pursuant to which such Merchant provided the Cash Card to the Customer or authorized an Advance Limit Replenishment for the Cash Card. Without limitation, if a cheque endorsed by the Customer in favour of the Merchant is not paid in full to the Merchant upon presentation (for whatever reason), the Merchant may direct DirectCash to reduce the Advance Limit of the Cash Card whereupon DirectCash's obligation to cause the distribution of ATM Cash advances and Debit Card Terminal funds transfers to merchants/service providers authorized by you shall be reduced accordingly. The Customer hereby irrevocably agrees that DirectCash may accept any instructions received from any Merchant to reduce the Advance Limit for the Cash Card and that the Customer's sole recourse for such reduction in the Advance Limit, if any, shall be from such Merchant. Furthermore, DirectCash's obligation to authorize advances is subject to receipt from the Merchant of security (in the form of cash payments or other security acceptable to DirectCash) to cover all advances and service charges deductible hereunder. If the Merchant fails to provide or replenish such security then DirectCash may unilaterally reduce the Advance Limit and in such event the Customer's sole recourse shall be against the Merchant.

DirectCash may in DirectCash's discretion refuse a request for authorization of any Cash Card transaction or may deactivate the Cash Card without notice and may notify third parties of such refusal or deactivation as DirectCash determines is necessary. The Cash Card always remains the property of the Financial Institution. If DirectCash asks the Customer to return the Cash Card, the Customer must do so immediately at the Customer's cost.

12. DirectCash Record Correction. If DirectCash discovers that DirectCash has added to the Cash Card's Advance Limit by mistake or made any other errors or omissions in connection with the activity related to the Cash Card, DirectCash may reduce (or increase) the Advance Limit of the Cash Card to correct such error when it is discovered. If the Customer has used the Cash Card to facilitate advances/funds transfers using the Advance Limit added to the Cash Card in error, then the Customer shall repay the amount of the Advance Limit used to DirectCash on demand.

13. Lost or Stolen Cash Card. If the Cash Card is lost or stolen, the Customer should contact the Merchant from whom the Customer originally received the Cash Card. On receiving notice from the Merchant, DirectCash will promptly deactivate the Cash Card's ability to be utilized at an ATM or Debit Card Terminal. The Customer will be required to provide identification satisfactory to DirectCash before DirectCash can act on the Customer's instructions. Part of the identification process may require the Customer to correctly answer questions based on personal information set out in this Agreement or entered into DirectCash's database as part of the registration process failure to answer such questions correctly may result in DirectCash refusing your deactivation instructions. Any ATM cash advances and Debit Card Terminal funds transfers to merchants/service providers authorized using the Cash Card before DirectCash receives the necessary notice, verifies the Customer's identity, and enters the necessary deactivation codes into the Interac™ system will reduce the remaining available Advance Limit of the Cash Card and will be solely the Customer's responsibility. Such losses if they occur are not insured.

14. No Responsibility for Purchased Goods/Services. None of DirectCash, the Financial Institution or the Merchant is responsible for any failure to supply or lack of suitability or quality of any goods or services purchased from merchants using funds transfers authorized through the Cash Card. The Customer will settle directly between the Customer and the merchant any dispute with respect to any such purchase and any such claim or dispute shall have no effect on the reduction to the Advance Limit carried out when the Debit Card Terminal funds transfer was authorized.

15. Dispute Resolution. DirectCash's transaction records shall be conclusive proof of the transactions carried out using the Cash Card. Subject to paragraph 12 the Customer will be deemed to have approved all transactions authorized using the Cash Card.

16. Service Charges. DirectCash's current service charges for the services that DirectCash arranges through the use of the Cash Card will be charged to the Customer and will result in a reduction of the Advance Limit left on the Cash Card. The Customer agrees to pay to DirectCash all relevant service charges (including all transactions imposed by others in connection with the use of Cash Card). Please see the Fee Table above for DirectCash's current service charges. A distribution of ATM Cash advances to the Customer or Debit Card Terminal funds transfers to merchants/service providers authorized by the Customer will not be authorized by DirectCash if the remaining Advance Limit left on the Cash Card is not sufficient to cover the ATM cash advances or Debit Card Terminal funds transfers and all applicable service fees. If a Debit Card Terminal transaction is reversed by a merchant for some (including, for example, a refund for returned goods), the amount of the reversal shall be added back to the Advance Limit but any Service Fees previously

charged are not reversed. DirectCash's service charges are subject to change from time to time by notice to the Customer or by posting the changes on DirectCash's web site (www.directcash.net).

17. Cash Card to be Used for Legal Purposes Only. The Customer will not use the Cash Card for illegal, fraudulent or defamatory purposes or take any steps which could undermine the security or integrity of any Interac™ service.

18. Dormant Cash Card. The Customer acknowledges and agrees that DirectCash may deactivate the Cash Card if no advance/funds transfer has been authorized using the Cash Card for a 12 month period. Upon deactivation of the Cash Card pursuant to this provision, the Customer's ability to cause the distribution of ATM Cash advances to the Customer and Debit Card Terminal funds transfers to merchants/service providers authorized by the Customer will be suspended. Upon receipt of satisfactory identification and payment of applicable service fees, DirectCash will issue to the Customer a replacement Cash Card (or may reactivate the old Cash Card if the Customer still has it) with an Advance Limit equal to the limit of the old Cash Card at the time of its deactivation less any applicable service charges incurred in the interim. The current monthly service charge to be set off against Cash Card Advance Limits is set out in the Fee Table.

19. Liability. DirectCash will not be liable for any damages (including special indirect or consequential damages) resulting from any failure, error, malfunction or inaccessibility of any ATM or Debit Card Terminal or any failure, error or delay in providing any ATM cash advances or Debit Card Terminal funds transfers even if DirectCash knew that damage was likely or the damage was a result of DirectCash's negligence or the negligence of DirectCash's employees, agents or representatives.

DirectCash shall not in any way be liable for any accident, act of aggression, theft, loss or damage the Customer may suffer while using the Cash Card. The Customer is responsible for any errors which result from the Customer having incorrectly selected the dollar amount or other information required for operation of the services related to the Cash Card.

The Customer agrees to pay DirectCash for any cost to recover amounts that the Customer owes to DirectCash. These costs include legal fees on a solicitor and his own client basis as well as those reasonable counsel fees charged by DirectCash's legal and collections department. If the Customer fails to pay DirectCash's costs, DirectCash may direct funds available under any Advance Limit to the payment of such costs.

20. Notice & Communication. Any electronic communication between the Customer and DirectCash will take place according to the provisions of this section. The term "electronic communication" means any communication of instructions by telephone, wire or other method of telecommunication or electronic transmission, including a facsimile transmission or personal computer.

DirectCash will consider any electronic communication apparently received from the Customer or in the Customer's name to be duly authorized by the Customer. The Customer authorizes DirectCash to rely and act on any such communication. If the communication is by facsimile transmission, DirectCash will be entitled to act upon any signature purporting to be Customer's signature. If DirectCash tries to verify Customer's signature on a facsimile transmission or the validity of any instructions electronically communicated (though DirectCash is not obligated to do so) and is unable to do so to DirectCash's satisfaction, DirectCash may delay in acting on or refuse to act on such instructions.

DirectCash may, at the Customer's request, forward to the Customer copies of any statements, instruments or other documents by facsimile or other electronic transmission to the number or address provided by you from time to time.

For mutual protection, DirectCash may record all telephone calls that relate to the use of or include instructions relating to the use of the Cash Card.

The Customer agrees that DirectCash's records regarding any electronic communication will be admissible in any legal, administrative or other proceedings as if such records were original written documents. DirectCash's records will be conclusive proof of the information contained in such electronic communications.

21. Amendment to Agreement. DirectCash may change the provisions of this Agreement and the service charges from time to time. DirectCash will notify the Customer of any changes by: (a) sending the Customer notice at the last address

notified by the Customer to DirectCash for the purposes of this Agreement ; or (b) posting a notice on DirectCash's web site at "www.directcash.net". If DirectCash mails a notice, it will be considered to have been received by you 5 days after DirectCash deposits it in the mail. If the Customer uses the Cash Card after DirectCash sends or posts a notice, the Customer is deemed to have accepted the change as of the effective date set out in the notice.

22. No Assignment. This Agreement is not assignable by the Customer. The Customer may not sell the Cash Card to others.

23. Discontinuance of Service. If for any reason DirectCash ceases to provide cash card services and as a result the Cash Card is deactivated while the Customer still has a positive Advance Limit authorized for the Cash Card, then DirectCash will either (a) arrange for a new cash card issued by a different cash card supplier to be issued to the Customer (subject to compliance with the supplier's card issuance requirements) or (b) advance a cash (or cheque) payment to the Customer for the remaining amount of the Advance Limit (subject to receipt of identification and return of the old card).

24. Privacy Protection. DirectCash shall have the right to establish files on the Customer based upon information provided by the Customer in this Cash Card Agreement and in connection with the Customer's application for a Cash Card. Further, DirectCash will obtain information regarding when and where the Customer uses the Cash Card and when and where additional amounts are added to the advance limits of the Cash Card. All personal information collected is referred to as "Private Information". Within DirectCash and DirectCash's affiliate organizations the following categories of personnel shall have the ability to access Private Information: executive officers, call centre employees, members of the Cash Card operations, legal and technology departments ("Cash Card Personnel"). Private Information will also be available to the Merchant, financial institutions and other outside service providers ("Outside Service Providers") involved in providing the Customer with the services associated with the Cash Card. DirectCash and the Service Providers shall use Private Information for the purpose of providing Cash Card Services to the Customer and to meet the requirements of applicable law (including Interac rules and regulations and the rules and regulations of any other shared banking network accessible with a Cash Card). Furthermore, paper file records containing Private Information may be kept at the Merchant's premises or DirectCash's head office premises. DirectCash's privacy code "DirectCash Protecting Your Privacy" applies to how DirectCash collects, uses and distributes your Private Information (the "DirectCash Privacy Code"). In the DirectCash Privacy Code it is explained why DirectCash collects personal information, what information DirectCash collects, how DirectCash protects Private Information, when DirectCash releases Private Information and how the Customer can view, check and correct DirectCash's information regarding you if needed. A copy of the DirectCash Privacy Code is available by contacting DirectCash or downloading it from DirectCash's web site. By executing this Agreement the Customer consents to the collection, use and disclosure of the Customer's Private Information as provided for in this Agreement and as outlined in the DirectCash Privacy Code.

25. Termination of This Agreement. This Agreement will not terminate except upon the written agreement of both DirectCash and the Customer.

26. Quebec - Use of English Language. the Customer and DirectCash have required that this document be drawn up in English. Les parties ont demandé que ce contrat soit rédigé uniquement en anglais.

27. Entire Agreement. This Agreement constitutes the entire agreement between DirectCash and Customer and there are no other written or verbal agreements or representations.