

IMPORTANT NOTICE ABOUT CHANGES TO THE BRIM MASTERCARD® CARDMEMBER AGREEMENT AND THE INITIAL DISCLOSURE STATEMENT

We are notifying you of important changes to your Brim Mastercard Cardmember Agreement (the “**Agreement**”) which governs your use of your Brim Mastercard credit card account (the “**Account**”) and your Brim Mastercard credit card (the “**Card**”). We are also notifying you about changes to your Brim Rewards Terms and Conditions (the “**Rewards T&Cs**”) which governs your participation in the Brim Open Rewards Program. These changes, which are summarized below, are amendments to your Agreement with us and the Rewards T&Cs, and will take effect 60 days from the notice of communication sent to you and no later than May 18, 2024 (the “**Effective Date**”). No action from you is required in connection with this notice. You can continue using your Card and Account as you do today. All capitalized words used but not defined in this notice have the meanings given to them in the Agreement.

You can find a complete updated version of your Cardholder Agreement that includes these changes at <https://www.brimfinancial.com/legal> other fees, rates and terms and conditions remain unchanged.

These changes apply to your Account regardless of whether you currently have a balance outstanding. By continuing to use your Card or the Account on or after the Effective Date, or if you have a balance outstanding on your Account as of the Effective Date, this means that you have read, understood and agreed to these changes. Please read this notice carefully and keep a copy for your records and future reference. For more information about the changes, please call toll-free **1-866-305-2746(BRIM)** or email us at support@brimfinancial.com

A. Changes to the Brim Mastercard® Cardmember Agreement

We have added the following new section to the Agreement as section 19. This new Foreign Currency Conversion section, which will amend your Agreement as of the Effective Date, will apply if you use your Account to make Purchases or obtain Cash Advances in a non-Canadian currency (which we call a “foreign currency”). This new section tells you how we convert the foreign currency to Canadian dollars and the fees that apply to those transactions, which include a foreign currency conversion fee that is charged by Brim as the Card issuer.

In connection with the addition of a new Foreign Currency Conversion section to the Agreement, we have also updated the table of contents and pagination of the Agreement to include the new section, and we have re-numbered some of the existing sections, as described below.

| Current Cardmember Agreement | Cardmember Agreement as of Effective Date (changes are bolded and underlined for emphasis) |
|------------------------------------|-------------------------------------------------------------------------------------------------------|
| Table of Contents | Table of Contents |
| [...] | [...] |
| 18. Mobile and contactless payment | 18. Mobile and contactless payment |
| 19. Additional provisions | 19. Foreign Currency Conversion |
| 20. Brim Privacy Policy | <u>20.</u> Additional provisions |
| | <u>Exhibit A</u> Brim Privacy Policy |
| None | <u>19. Foreign Currency Conversion</u> |

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| | <p><u>If you use the Account to make Purchases or obtain Cash Advances in a foreign currency, the Purchase or Cash Advance, as applicable, will be converted to Canadian dollars before it is recorded on 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 addition, a foreign currency conversion fee set by Brim from time to time, and disclosed in the Disclosure Statement, will be added to the converted amount for both Purchases and Cash Advances. For Cash Advances, Cash Advance fees (as disclosed in the Disclosure Statement) will also be charged to the Account and will be displayed separately on the monthly statement.</u></p> <p><u>If you receive a credit to the Account for a Purchase made in a foreign currency, before it is recorded on the Account, it will be converted into Canadian dollars based upon the applicable conversion rate on the date the Transaction is posted to the Account. In addition, a foreign currency conversion fee as disclosed in the Disclosure Statement will be charged by Brim on the converted amount.</u></p> <p><u>In the case of a return of an item purchased in a foreign currency, the Canadian dollar amount that is credited to the Account may not be the same as the Canadian dollar amount that was originally debited to the Account. In addition, the conversion rate disclosed on the monthly statement on the date the Transaction is posted to the Account may not be the same as the conversion rate in effect on the date of the Purchase, Cash Advance or credit, as the case may be.</u></p> <p><u>The total foreign currency conversion charge (which shall include both the conversion rate and the foreign currency conversion fee set out in the Disclosure Statement) for each foreign currency transaction or credit converted into Canadian dollars and posted to the Account will be disclosed</u></p> |

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| Current Cardmember Agreement | Cardmember Agreement as of Effective Date (changes are bolded and underlined for emphasis) |
| | <u>on the monthly statement for the period in which the foreign currency transaction was conducted.</u> |

B. Changes to the Initial Disclosure Statement.

The following sets out the paragraphs of the Initial Disclosure Statement that will be amended as of the Effective Date.

| Current Cardmember Agreement | Cardmember Agreement as of Effective Date (changes are bolded and underlined for emphasis; deletions are noted as strikethrough) |
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| <p>Foreign Currency Conversion</p> <p>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.</p> | <p>Foreign Currency Conversion</p> <p>If you use the Account to make Purchases or obtain Cash Advances in a foreign currency, the <u>amount of the transaction</u> 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. <u>You will be charged an additional foreign currency conversion fee of 1.5% of the converted amount, on both credits and debits. This fee is charged by Brim and will be added to the converted amount for both Purchases and Cash Advances.</u> We do not charge an additional foreign exchange transaction fee.</p> |
| <p>Annual Membership Fees</p> <p>Primary Cardmember</p> <p>[...]</p> <p>Brim World Elite Mastercard®: \$199</p> | <p>Annual Membership Fees</p> <p>Primary Cardmember</p> <p>[...]</p> <p>Brim World Elite Mastercard®: \$89</p> |

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| [...] | [...] |

C. Changes to the Brim Open Rewards Terms and Conditions

The Rewards T&Cs will be amended as of the Effective Date. Only the paragraphs within each section identified below will be amended.

| Current Brim Open Rewards Terms and Conditions | Brim Open Rewards Terms and Conditions as of Effective Date (changes are bolded and underlined for emphasis ; deletions are noted as strikethrough) |
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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 Open 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 August 1, 2019. | 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 Open 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 will take effect 60 days from the notice of communication sent to you and no later than May 18, 2024. |
| <p>1. Definitions</p> <p>[...]</p> <p>"Card" means any Brim Mastercard®, Brim World Mastercard® or Brim World Elite Mastercard® issued under the Account.</p> <p>[...]</p> | <p>1. Definitions</p> <p>[...]</p> <p>"Card" means any Brim Mastercard®, Brim World Mastercard® or Brim World Elite Mastercard® issued under the Account.</p> <p>[...]</p> |
| <p>3. Earning Brim Rewards</p> <p>You can earn Base Rewards and Open Rewards when using your Card:</p> <p>(a) Base Rewards:</p> <p>Rewards are earned on Net Purchases. 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.</p> | <p>3. Earning Brim Rewards</p> <p>You can earn Base Rewards and Open Rewards when using your Card:</p> <p>(a) Base Rewards:</p> <p>Rewards are earned on Net Purchases. 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.</p> |

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| <p>Rewards will be calculated as follows:</p> <p><u>Brim Mastercard:</u></p> <ul style="list-style-type: none"> 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) <p><u>Brim World Mastercard:</u></p> <p>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)</p> <p>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)</p> <p><u>Brim World Elite Mastercard:</u></p> <ul style="list-style-type: none"> 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) <p>Rewards are calculated on the Canadian dollar amount of Net Purchases and rounded to the nearest cent. Rewards are reflected as soon as the next business day in your Brim Rewards Account which can be viewed online by logging into your Account through brimfinancial.com</p> | <p>Rewards will be calculated as follows:</p> <p><u>Brim Mastercard:</u></p> <ul style="list-style-type: none"> 1 point for every <u>two</u> dollars (\$2) 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) <p><u>Brim World Mastercard:</u></p> <ul style="list-style-type: none"> 1 point for every <u>two</u> dollars (\$2) of Net Purchases made on your Card in Canadian dollars <p>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)</p> <p>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)</p> <p><u>Brim World Elite Mastercard:</u></p> <ul style="list-style-type: none"> 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 <u>one</u> 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) <p>Rewards are calculated on the Canadian dollar amount of Net Purchases and rounded to the</p> |

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| <p>and selecting Brim Rewards or in the Brim mobile application. However, Rewards are earned and available for redemption once the Net Purchase for which the Rewards are earned is posted to the Account Statement.</p> <p>\$25,000 thresholds are considered on a calendar year basis.</p> <p>[...]</p> <p>(b) Open Rewards</p> <p>Brim may offer you the opportunity to step up the number of points your Brim Rewards Account earns either per \$1 of Eligible Purchases at a specified merchant partner or as a multiple of your usual Base Rewards. Any such Open Rewards offers will be applicable to Eligible Purchases made with specified merchant partners and will be subject to any terms and conditions set out in the offer. Where such an offer applies, it will replace rather than add to the Base Rewards set out under Section 3.(a). The \$25,000 threshold set out in Section 3.(a) will not apply to Open Rewards offers under this Section 3.(b). You can earn an unlimited and uncapped number of points with Open Rewards.</p> <p>Brim may communicate offers via email, in-app notification, mobile text message, in monthly statements or at brimfinancial.com.</p> | <p>nearest cent. Rewards are reflected as soon as the next business day in your Brim Rewards Account which can be viewed online by logging into your Account through brimfinancial.com and selecting Brim Rewards or in the Brim mobile application. However, Rewards are earned and available for redemption once the Net Purchase for which the Rewards are earned is posted to the Account Statement.</p> <p>\$25,000 thresholds are considered on a calendar year basis.</p> <p>[...]</p> <p>(b) Open Rewards</p> <p>Brim may offer you the opportunity to step up the number of points your Brim Rewards Account earns either per \$1 of Eligible Purchases at a specified merchant partner or as a multiple of your usual Base Rewards. Any such Open Rewards offers will be applicable to Eligible Purchases made with specified merchant partners and will be subject to any terms and conditions set out in the offer. Where such an offer applies, it will replace rather than add to the Base Rewards set out under Section 3.(a). The \$25,000 threshold set out in Section 3.(a) will not apply to Open Rewards offers under this Section 3.(b). You can earn an unlimited and uncapped number of points with Open Rewards.</p> <p>Brim may communicate offers via email, in-app notification, mobile text message, in monthly statements or at brimfinancial.com.</p> |
| <p>8. Changing the Program and these Terms and Conditions</p> <p>If the Primary Cardmember resides outside of the Province of Quebec:</p> <p>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</p> | <p>8. Changing the Program and these Terms and Conditions</p> <p>If the Primary Cardmember resides outside of the Province of Quebec:</p> <p>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</p> |

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| <p>SEE OVERLEAF</p> <p>time, without giving you notice.</p> <p>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.</p> <p>If the Primary Cardmember resides in the Province of Quebec:</p> <p>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:</p> <p>(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.</p> <p>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 Plan and any other amounts outstanding on the Account. Any</p> | <p>SEE OVERLEAF</p> <p>time, without giving you notice.</p> <p>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.</p> <p>If the Primary Cardmember resides in the Province of Quebec:</p> <p>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:</p> <p>(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.</p> <p>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 Plan and any other amounts outstanding on the Account. Any</p> |

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| Brim Rewards Account balance will be applied towards your Account Statement balance. | Brim Rewards Account balance will be applied towards your Account Statement balance. |

If you use your Card or keep your Account open after the Effective Date, you will be deemed to agree to these changes to your Cardmember Agreement, the Initial Disclosure Statement, and the Rewards T&Cs.

If you have any questions about the above changes or 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 or email us at support@brimfinancial.com.

The Brim Team

brimfinancial.com