



REFERRAL SERVICE AGREEMENT

This Referral Service Agreement (hereinafter referred to as "Agreement") is made by and agreed to between Peoples Trust Financial LTD ("PTF"), and you (the "referrer") as referenced in the referral membership form executed by you. Peoples Trust ("PTC"), is a federally regulated trust company and MasterCard credit card issuer. PTC issues their MasterCard cards through PTF, who facilitates "referral marketing programs" through select and registered referral partners ("Referrer"). A "Referral Marketing Program" is where a person, entity, affiliates or its agents may earn financial compensation ("Referral Fees") for every complete Peoples Trust secured MasterCard credit card application referred to PTF, which is subsequently approved.

Obligations of Referrer

In the context of this Agreement, the Referrer agrees to:

- Conduct its business concerning the "Program" with the usual high standards expected by PTF that is considered the norm for the financial services industry, and in compliance with all applicable federal, provincial and local laws.
- Restrict its distribution of information and promotion of Peoples Trust secured MasterCard credit cards to only the materials provided and approved by PTF, including any subsequent materials that may be provided to the referrer by PTF in writing.
- Submit and receive written approval from PTF prior to the use of any materials, advertising, promotion or other information that will be published or distributed in print, audio, visual or electronic form, in the public domain that has not been directly provided by PTF for those purposes.
- Refrain from soliciting any additional service fees, handling fees or other financial compensation directly from applicants in exchange for information about or applications for, a Peoples Trust secured MasterCard credit card.
- Ensure that all applications being referred to PTF are signed by the applicant, and accompanied by a personal cheque for the security deposit for the required amount. Security deposit personal cheques must be made payable to PEOPLES TRUST FINANCIAL LTD and be delivered directly to PTF with the application within ten (10) business days of the date of mailing.

Applicants should be encouraged to send their application and deposit directly to PEOPLES TRUST FINANCIAL LTD. However, if the applicant requests the referrer's assistance in processing the application, the referrer agrees only to accept a personal cheque made out to PEOPLES TRUST FINANCIAL LTD. The referrer further agrees not to accept cash from any applicant.

Obligations of PTF

In the context of this agreement, PTF agrees to:

- Provide the referrer with a unique ID# for the purposes of tracking applications, approved accounts and monthly assessment of referral fees.
- Make PEOPLES TRUST secured MasterCard application forms available for download or printing on the website www.peoplestrust.com

The relationship of the referrer to PTF shall be solely that of an independent contractor, and nothing contained in this agreement shall be construed otherwise. Nothing in this agreement or in the business or dealings between PTF and the referrer shall be construed to make them joint venture or partners with each other. Neither party shall do anything to suggest to third parties that the relationship of the referrer to PTF is anything other than that of an independent contractor.

If the referrer is a company or entity with multiple agents or persons participating in the agreement and requiring unique tracking ID numbers, then each individual agent or person must sign a separate agreement.

Referral Fees

In order for PTF to record the tracking of referral applications, the unique tracking ID # provided by PTF to the referrer must be legibly printed or typed on all application forms referred to PTF by the referrer. Failure to do so will result in the forfeiture of the referral fees for that application.

PTF shall pay to the referrer, as instructed in the agent application form, the sum of \$35.00 CDN per approved Peoples Trust secured MasterCard credit card that has the referrer's unique ID# on the original application.

PTF will distribute the applicable referral fees to the referrer on a monthly basis.

In the event that the referrer cannot or does not want to accept financial compensation for participating in the program, they can indicate such refusal at the end of the agreement.

Proprietary Rights and Licenses

It is understood that this agreement does not allow the referrer to use, or transfer the right to use any logos, graphics, trademarks, copyrights or likenesses of PEOPLES TRUST FINANCIAL LTD, Peoples Trust MasterCard or MasterCard Canada/MasterCard International, without expressed written permission.

This agreement is not assignable by the referrer hereto without the consent of PTF.

Termination of Relationship

PTF has the right to terminate or withdraw the referrer from the program at its sole discretion and without notice. If such termination occurs, PTF will immediately notify the referrer in writing. The referrer is then obligated to remove and/or destroy all materials pertaining to PEOPLES TRUST FINANCIAL LTD and Peoples Trust MasterCard in its possession, whether it is in printed, audio, electronic or any other form.

In addition to its right of termination without notice or stated cause, PTF has the right to terminate this agreement immediately if any of the following occur.

- Operation of an illegal business by the referrer.
- Engaging in any illegal activity of any type, including but not limited to printing, displaying, publishing or distributing illegal content.
- Causing or enabling any applications to be made that are not in good faith.
- Material breach of the provisions of this agreement.
- Breach of any other intellectual property right provision of this agreement or other intellectual property rights of PTF or MasterCard Canada/MasterCard International.
- In the event of a material breach by the referrer of any obligation imposed upon it pursuant to this agreement.

Privacy and Confidentiality

PTF or the referrer may provide the other with information that is confidential and proprietary to that party or a third party, as is designated by the disclosing party ("Confidential Information"). The receiving party agrees to make commercially reasonable efforts, but in no case no less effort than it uses to protect its own confidential information, to maintain the confidentiality in order to protect any proprietary interests of the disclosing party. Confidential information shall not include (even if designated by a party) information that is or becomes part of the public domain through no act or omission of the receiving party, or is lawfully received by the receiving party from a third party without restriction on use or disclosure and without breach of this agreement or any other agreement without knowledge by the receiving party of any breach of fiduciary duty, or that the receiving party had in its possession prior to the date of this agreement.

Collection and Use of Application Data

All information collected on an application for use in assessing an applicant's request for a Peoples Trust secured MasterCard credit card is private and confidential to the applicant, and the referrer promises not to disclose publicly, other than under compulsion of law, including subpoena, any applicant information that has been collected for the sole purpose of credit granting and cannot be used by referrer.

Term and Notices

This agreement shall commence upon the referrer's indication that it has accepted this agreement by returning a signed copy of the referral program membership form to PTF.

This agreement shall last until terminated by either of the parties.

Authority and Compliance with Laws

The referrer represents and warrants to PTF that the person executing this agreement is authorized to do so on the referrer's behalf. Both PTF and the referrer are responsible for compliance with the applicable local laws in the jurisdiction from which they operate and represent and warrant such compliance. The laws of the Province of British Columbia shall govern this agreement.

Limitation of Liabilities

With the exception of a party's indemnification obligations, any liability of PTF under this agreement shall be limited to the total of the referrer's referral fee's payable during the term of this agreement. Neither party shall be liable to the other party, or any third party, for any consequential, exemplary, special, incidental, or punitive damages, including, but not limited to loss of goodwill, lost profits, business interruption, loss of programs or other data, even if advised of the possibility of such damages or claim.

Indemnification

The referrer will be responsible for compliance with all applicable laws, rules and regulations, and will indemnify and hold PTF harmless from and against any liabilities, costs, and expenses incurred by it in connection with this agreement.

Force Majeure

Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, riots, insurrection, war (or, similar), fires, flood, earthquakes, explosions, and other acts of God.

Severability/Waiver

If any provision of this agreement is held by any court of competent jurisdiction or regulator to be illegal, null or void or against public policy, the remaining provisions of this agreement shall remain in full force and effect. The parties shall in good faith attempt to modify any invalidated provision to carry out the stated intentions in this agreement. The waiver of any breach of any provision under this agreement by any party shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver.

Account Details

Interest Payable on deposits	0.50% p.a.
Interest Collectable on outstanding balance	
Retail Sales generated	19.5% p.a.
Cash Advance generated	24.5% p.a.
Application & Set-up fee	\$49.00
Monthly maintenance fee	\$5.95
Cash Advance fee per transaction	\$5.00
Over Limit fee per occurrence	\$29.00
Additional Card (Supplementary) per account	\$29.00
Maintenance fee for supplementary card	\$ 2.95 per card per month
Currency conversion premium	2.5%
Duplicate sales draft	\$5.00 per page
Duplicate Statement	\$2.50 per page

Conditions for Peoples Trust MasterCard card applicant

Applicant must be a Canadian resident, of legal age in the province of residence, and must not be an undischarged bankrupt.

Applications will not be processed unless accompanied by the security deposit in the amount of the requested credit limit.

As security for the credit requested from Peoples Trust Financial, funds equal to or greater than the requested credit limit must be placed on deposit with Peoples Trust and assigned to Peoples Trust Financial.

Applications that are declined will be notified promptly. The funds provided as security for the application will also be returned with the decline notice or within 5 business days thereafter.

Minimum monthly payments on the account will be the greater of 3% of the outstanding balance or \$10.00

Delinquent accounts will have privileges suspended and if in arrears for more than 60 days, the cards will be cancelled and the security deposit will be liquidated to cover the outstanding account balance together with any charges, fees or interest that is due. The balance of the security deposit, if any, will be forwarded to the cardholder after Peoples Trust is satisfied that no additional charges are outstanding against the account.