

CENTRAL SUPPLY INFORMATION BOX – this is a summary only. See below box for full details.

Initial Credit Limit	\$ _____, _____
Annual Interest Rates	<p>This interest rate is in effect the day you use or activate your Account, or sign your Card.</p> <ul style="list-style-type: none"> Preferred Rate on Purchases: 29.9%. <p>Your Preferred Rate on Purchases will increase by 6% and the Regular Rate of 35.9% will apply if we do not receive the Minimum Payment by the Payment Due Date shown on your Statement 2 or more times in any 12 consecutive Statement periods.</p> <p>These Promotional Rate(s) may also apply on Purchases, if offered to you, and you are approved by us:</p> <ul style="list-style-type: none"> No Interest, No Payment Promotional Offer: 29.9%, with interest waived for 3, 6 or 12 months, from the date of the transaction. Equal Monthly Payment with Interest Promotional Offer: 12.9% for 24 months. Equal Monthly Payment with No Interest Promotional Offer: 29.9% with interest waived for 6 or 12 months, from the date of the transaction. Low Interest Rate Promotional Offer: 12.9% or 16.9% for 24 or 36 months, from the date of the transaction and then the Preferred Rate of 29.9% applies. <p>We may cancel any Promotional Offer in which you are participating if you default in complying with any term of the Cardholder Agreement including failing to make any Minimum Payment by the Payment Due Date or failing to make any payment due under any Promotional Offer. The Preferred Rate of 29.9% will immediately apply on the date of such default.</p>
Interest-free Grace period	<p>25 days</p> <p>You will benefit from an interest-free grace period of 25 days on Purchases if we always receive payment in full of the Balance, every month, by the Payment Due Date.</p>
Determination of Interest	<p>If interest is charged, it is calculated on the closing Balance on your Account each day, and is charged monthly to your Account on the last day of your billing cycle (the statement period). If interest applies to your Account, it is charged from the date of the Transaction until we receive payment in full of the amount of the Transaction.</p> <p>For a No Interest No Payment or Equal Monthly Payment with No Interest Promotional Offer, no interest accrues until the end of the Promotional Term and if interest applies, it is then charged on the day after the Promotional Term ends (the Promotional Due Date) until we receive payment in full of the amount of the Purchase under this Promotional Offer.</p>
Minimum Payment	<p>3.0% or \$10.00</p> <p>Your Minimum Payment will be the greater of 3.0% of the Balance of your Regular Credit Purchases or \$10.00 (plus any past due amount, the minimum payment and any amount over your credit limit, if any, due under each Equal Monthly Payment with No Interest Promotional Offer you may be participating in being (i) 16.667% of the amount of the Purchase for a 6-month Promotional Term; 8.334% of the amount of the Purchase for a 12-month Promotional Term and for the Equal Monthly Payment with Interest Promotional Offer you may be participating in being (ii) 4.167% of the amount of the Purchase for a 24-month Promotional Term) (iii) plus interest.</p>
Foreign Currency Conversion	Not available.
Annual Fees	No annual fee.
Other Fees	<p>To be charged when the transaction occurs:</p> <ul style="list-style-type: none"> NSF (Non-Sufficient Funds): \$40.00 Statement Copy Charge: \$5.00 <p>To be charged only once at the end of the statement period:</p> <ul style="list-style-type: none"> Overlimit: \$20.00

Applicant Terms and Conditions

The Applicant (referred to as “I”, “my” or “me”), certifies that: (i) the information provided in connection with my application is complete and accurate; (ii) I am a resident of Canada and have reached the age of majority in the province or territory where I reside; (iii) I hereby apply for and request TD Financing Services, Inc. (“TDFS”) to establish a credit card account (“Account”) to provide credit under the terms of the Cardholder Agreement provided to me and to issue and send to me a credit card (the “Card”), and renewals and replacements from time to time. Credit will be extended only if my application is approved; (iv) I acknowledge receipt of a copy of the Cardholder Agreement and Disclosure Statement prior to the extension of credit; (v) I agree to read and be bound by the Cardholder Agreement and Disclosure Statement as amended or replaced from time to time; (vi) I also agree to provide a copy of the application, Cardholder Agreement and Disclosure Statement to any Authorized User on my Account (including if that Authorized User has signed the application) who will also read and be bound by the Cardholder Agreement and Disclosure Statement as amended or replaced from time to time; (vii) I agree and acknowledge that I am applying and will be the Primary Cardholder on the Account and I am responsible for all use of the Account and all interest, fees and other charges to my Account, including those made by any Authorized Users.

Cardholder Agreement

In this section entitled “Cardholder Agreement”, the words “you”, “your” and “yours” means each Cardholder. The words “we”, “us” and “our” and “TDFS” mean TD Financing Services, Inc. and its affiliates. If you obtain a TDFS product that offers insurance benefits, “we”, “us” and “our” also mean the insurers who provide those benefits from time to time and their reinsurers. The word “Merchant” means Central Supply. Read this Agreement carefully and keep it so you can refer to it later. You acknowledge receipt of a copy of this Agreement at the time of signing the application and prior to the extension of credit. 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 TDFS for the Card.

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

“Authorized User” means a person to whom a Card has been issued at the authorization of the Primary Cardholder.

“Authorized User Card” means a Card issued to an Authorized User.

“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 your Account.

“Card” means a credit card issued by us to access the Account and any renewal or replacement issued by us from time to time.

“Cardholder” means the Primary Cardholder and any Authorized User.

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

“Preferred Rate” means the annual interest rate identified as the “Preferred Rate” in the Disclosure Statement as such rate may be changed from time to time upon notice to you.

“Primary Cardholder” means the person who applied for the Card as the Applicant, whose name is on the Account and to whom a Card has been issued.

“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 the 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 an advance from us that equals the purchase price of goods and services (plus applicable taxes) charged to your 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: You may make Purchases using your Card and any other type of Transaction that we allow from time to time wherever the Card is accepted. You authorize us to charge your Account with the amount of each Transaction. You must sign your Card as soon as you receive it. You agree not to 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 you use or give the Account number to someone for a Purchase or if you otherwise authorize 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 you 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, the Primary Cardholder will be liable for any use of the Account by that person even though a Cardholder 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.

The Primary Cardholder is responsible for and must repay us the Balance owing on the Account. It is the Primary Cardholder’s responsibility, not TDFS’s, to seek reimbursement from an Authorized User for any portion of the Balance arising from use of a Card or the Account by an Authorized User. We may limit the number of Authorized User Cards issued on one Account.

3. Statements: Each month we send a statement (the “Statement”) to the Primary Cardholder’s address. We will not issue you a statement if there is no outstanding Balance and there has been no activity on your Account (including any Promotional Offers where payments and interest are waived or reduced in that month). 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 your 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. Where there is an Authorized User, each such individual acknowledges that statements and other mailings will be sent to the address of the Primary Cardholder only. It is therefore the responsibility of an Authorized User to obtain information from the Primary Cardholder.

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 that 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, the Primary Cardholder is responsible for and must pay the amount that exceeds the Credit Limit when the statement is received. Your 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. The Primary Cardholder remains liable for the entire Balance owing on the Account whether or not it exceeds the Credit Limit.

5. Interest and Grace Period: Interest accrues 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.

Interest accrues at the Preferred Rate, unless you fail to pay the Minimum Payment by the Payment Due Date shown on your Statement two or more times in any 12 consecutive Statement periods. If that happens, interest will then accrue at the Regular Rate beginning with the first day of the statement period following the statement period for which such failure to pay occurred for the second time and will continue to accrue at the Regular Rate until the last day of the sixth consecutive Statement period for which you have made the Minimum Payment Due by the Payment Due Date.

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 from time to time make available to you in connection with a Purchase one of the special promotional offers described below (each, a “Promotional Offer”). Each Promotional Offer is subject to the terms of this Agreement and to any additional terms contained in any promotional material and/or sales drafts or slips provided by the Merchant for Purchases subject to the particular Promotional Offer.

If you default in complying with any term of this Agreement, including failing to make any Minimum Payment by the Payment Due Date or failing to make any payment due under any Promotional Offer, we may, without notice to you, cancel each Promotional Offer in which you are participating effective on the date that such default occurred. On that date the Promotional Term will end and all Purchases (and any fees charged for those Purchases) will then be treated as Regular Credit Purchases.

- a) “No Interest with Minimum Payment”: Interest at the Preferred Rate accrues on each Purchase (and any fees charged for the Purchase) from the transaction date for the Purchase, but interest that accrues during the Promotional Term will be waived if during the Promotional Term you pay the Minimum Payment (which includes the portion of the Minimum Payment for this Promotional Offer) each month by the Payment Due Date and if you pay the balance outstanding under this Promotional Offer by the Promotional Due Date.
- b) “No Interest, No Payment”: Interest at the Preferred Rate accrues on each Purchase (and any fees charged for the Purchase) from the

transaction date for the Purchase, but interest that accrues during the Promotional Term will be waived if you pay the balance outstanding under this Promotional Offer by the Promotional Due Date.

- c) “Low Interest Rate (with fee)” or “Low Interest Rate (no fee)”: Interest at the reduced rate disclosed in the Disclosure Statement (rather than the Preferred Rate) accrues on each Purchase (and any fees charged for the Purchase) during the Promotional Term provided that you pay the Minimum Payment each month by the Payment Due Date. Payment of the balance outstanding under this Promotional Offer is due on the Promotional Due Date.
- d) “Equal Monthly Payment with No Interest”: Each such monthly payment is calculated by applying a special repayment factor (as disclosed in the Disclosure Statement and that is based on the number of months in the Promotional Term) to the amount of the Purchase.
- e) “Equal Monthly Payment with Interest”: Interest at the reduced rate disclosed in the Disclosure Statement (rather than the Preferred Rate) accrues on each Purchase during the Promotional Term provided that you pay each monthly payment under this Promotional Offer when due. Each such monthly payment includes both a principal amount that is calculated by applying a special repayment factor (as disclosed in the Disclosure Statement and that is based on the number of months in the Promotional Term) to the amount of the Purchase, and interest.

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 will be unable to make payment or otherwise not be able to comply with this Agreement:

- a) 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,
- b) 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
- c) 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 your 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.