

GENERAL TERMS AND CONDITIONS

This finance membership agreement made on the

Date:
Monday January 15th 2018

Between the Borrower

Name: testcs3 local testcs3
Email: cs3@furnituromni.com
Tel (Home): 6366363333
Address: 709 - SUITE Cum aspernatur voluptatem
debitis quia corrupti iste aut ea ame
City: Eos officiis saepe fugiat vero tempor fuga Re
Province: NL
Postal Code: Provident quia nobis dolores rerum velit

And the Lender

SkyCap Financial ("SkyCap")
104 - 1020 Bayridge Drive
Kingston, Ontario K7P 2S2
Phone: 1-877-924-4557
Fax: 1-877-926-6238
Email: info@skycapfinancial.com
or its assigns

DISCLOSURE STATEMENT

The following information respecting your finance loan (the "Loan") must be read together with the Terms and Conditions which follow, and together they form the agreement, if accepted by SkyCap, applicable to your Loan (this agreement as it may be amended from time to time is referred to herein as the "Agreement").

PRINCIPAL AND TERM

Principal Amount of Loan (the **Principal Amount**): \$2207.2
Term of Loan: 24 months
Amortization Period of Loan: 24 months

The Loan will be funded immediately after receipt of the completed Agreement and any other required supporting documentation by SkyCap. You authorize and direct SkyCap to release the funds directly to Credit Scores. (the "Seller") for payment of the purchase of products and services.

INTEREST

Interest on the Principal Amount is calculated at: Fixed Annual Interest Rate: 29.99%

PAYMENT INFORMATION

- Periodic Payment Date: Bi-weekly every other Friday during the Term, starting Friday January 26th 2018
- Payment of \$299.00 due immediately.
- Last Payment Due Date: 51 Bi-weekly periods after the first Periodic Payment Date
- Periodic Payment Amount: \$49.00
- Total Number of Periodic Payments: 52
- Remaining Balance at end of Term (the **Remaining Balance**): \$ 0.00
- Total amount of all payments due by you: (Periodic Payment Amount) x (Total Number of Periodic Payments)+(Initial Payment) \$2847.00
- Cost of Borrowing: (Total amount of all payments due by you - Principal Amount) \$639.80
- Annual Percentage Rate: 29.99%

COST OF BORROWING

Your cost of borrowing, being the total amount of interest and other charges payable over the Term of the Loan will be \$639.80, assuming that you make no prepayments.

DEFAULT CHARGES

If you fail to pay a Periodic Payment Amount on a Payment Due Date, or the Initial Payment Amount (as specified under the heading "Payment Information"), you must:

- reimburse us for the full amount of all legal costs (on a solicitor and own client basis) and other expenses which we incur to collect the amount that you owe to us
- pay us \$45.00 (or such other amount as we notify you from time to time) with respect to each cheque or other payment instrument that you have used to make a payment but that was dishonoured. We are not responsible for additional NSF charges applied to your account by your own financial institution.

(the above, together with all other fees referred to in Section 7 of the Terms and Conditions of the Agreement are collectively referred to herein as "Default Charges").

THIRD PARTY STATEMENT

You confirm that this Loan will not be used for or on behalf of any third party, where in this context, a third party is anyone other than you, or SkyCap or its assigns and affiliates, who would exert control over or receive financial benefits from the Loan.

SIGNATURE

Your digital electronic signature below means that:

- the information you provided in this Agreement is complete and correct
- you understand and accept this Agreement
- you have printed and retained a completed copy of this Agreement.

Date:
Monday January 15th 2018

Customer Signature:

X

SkyCap Signature:



TERMS AND CONDITIONS

DEFINITIONS

In this Agreement,

"Amortization Period" means the number of months specified beside "Amortization Period of Loan" under the heading "Principal and Term" or as specified in the notice which we may give to you pursuant to Section 2(a).

"Business Day" means any day other than Saturday, Sunday or any statutory holiday in Ontario.

"Fixed Annual Interest Rate" means the rate specified beside such term under the heading "Interest", as adjusted for any Subsequent Payment Term.

"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.

"Obligations" means all your present and future indebtedness and liability to us, whether direct or indirect, absolute or contingent, whenever incurred, including, without limitation, your obligations under this Agreement, existing indebtedness, future advances, costs and expenses and the performance of all your other obligations towards us.

"Payment Due Date" means each Periodic Payment Date during the Payment Period.

"Payment Period" means the period of time that begins on the First Payment Due Date set out under the heading "Payment Information" and ends on the later of the Last Payment Due Date set out under the heading "Payment Information" and the last day of any Subsequent Payment Term.

"Periodic Payment Amount" means the amount of each periodic payment specified as such under the heading "Payment Information".

"Periodic Payment Date" means the day specified as such under the heading "Payment Information".

"Principal Amount" means the amount specified as such under the heading "Principal and Term".

"Remaining Balance" means the amount specified as such under the heading "Payment Information" (which is the outstanding Principal Amount plus accrued interest on the Last Payment Date), or if we continue to loan you the Remaining Balance for a Subsequent Payment Term, it means the amount due on the last day of the Subsequent Payment Term.

"Subsequent Payment Term" means the number of months specified in the notice that we may give to you pursuant to Section 2(a).

"Term" means the number of months specified beside "Term of Loan" under the heading "Principal and Term", or the period that we specify for a Subsequent Payment Term in a notice that we may give to you pursuant to Section 2(a).

"we", "our", "us" and **"SkyCap"** refers to SkyCap Financial, or its assigns.

"you" and **"your"** refers to the Customer(s) named above.

1. PROMISE TO PAY

You will repay to us the Principal Amount and interest thereon in accordance with this Agreement.

2. PERIODIC PAYMENT

You will pay us (i) the Periodic Payment Amount on each Payment Due Date (including the Last Payment Due Date if the Term is the same as the Amortization Period) and (ii) the Remaining Balance (if any) on the Last Payment Due Date, subject to the following provision:

(a) **Fixed Annual Interest Rate:** If the Amortization Period is or becomes longer than the Term, we may agree, at our option, to continue to lend you the Remaining Balance for a Subsequent Payment Term which will be repayable by periodic payments on each Periodic Payment Date during the Subsequent Payment Term with the balance of the Principal Amount, if any, with accrued interest thereon, due on the last day of the Subsequent Payment Term. If we are agreeable to a Subsequent Payment Term, we will give you written notice of the amount of each such periodic payment and the Fixed Annual Interest Rate payable during the Subsequent Payment Term.

3. HOW WE APPLY YOUR PAYMENTS

We will apply each of your payments first to accrued interest, then to the outstanding Principal Amount and then to Other Charges and any Default Charges not yet billed to you.

4. PAYMENTS ON YOUR LOAN

You authorize us to debit your account indicated below or such other account as indicated on a new void specimen cheque provided by you (each, a "PAD Account"), with the amount of each Periodic Payment Amount, Remaining Balance (if any) and all other amounts that you may owe to us from time to time under this Agreement on the day (or if such day is not a Business Day, the next Business Day) that such amount is due. Any sum payable to us under this Agreement shall be paid in lawful money of Canada. You may also authorize us from time to time to debit the PAD Account for repayments and other amounts, which authorization will require a password, secret code or other equivalent of your signature, which will constitute valid authorization for the Processing Institution to debit the PAD Account for such amounts.

You acknowledge that this authorization is being entered into for our benefit and the benefit of the Processing Institution, and is being entered into in consideration of such Processing Institution agreeing to process pre-authorized debit requests (each, a "PAD") against the PAD Account in accordance with the rules of the Canadian Payments Association. You may cancel this authorization at any time by giving 30 days prior notice to SkyCap by requesting, executing, and returning Form #01A – PAD Withdrawal Notice to us within the prescribed timeframe. If you cancel your PAD account authorization and do not provide us with alternative pre-authorized debit instructions acceptable to us at least two weeks before the next date that a debit is to be made, you must still arrange for payment to SkyCap. **This authorization only applies to the method of payment under this Agreement and cancellation of this authorization does not affect your obligations under this Agreement.**

You acknowledge that: (i) this authorization to us also constitutes delivery thereof by you to the Processing Institution, (ii) the Processing Institution is not required to verify that each PAD submitted by us has been issued in accordance with this authorization (including the amount) or that the purpose of the payment for which a PAD was made has been fulfilled as a condition of honouring a PAD.

You may dispute a PAD if (i) it was not drawn in accordance with this authorization, or (ii) you have cancelled this authorization. In order to be reimbursed for a disputed PAD, you must deliver a written declaration that either (i) or (ii) above took place to the Processing Institution within 90 days after the date that the disputed PAD was posted to the PAD Account, and if you do not, the disputed PAD must be resolved between yourself and us.

You warrant to us on a continuing basis that you have the authority to deal with the PAD Account and you agree to provide us with updated information in writing concerning the PAD Account. **You agree to waive the pre-notification period of any PAD payment.**

Name of Processing Institution:

RBC Royal Bank
523 Gardiners Rd, Kingston ON K7M 3Y3

If you cancel the PAD authorization, you may make payments to us by cash, cheque or any other method that is acceptable to us. Payments are to be made at SkyCap Financial, 1020 Bayridge Drive, Suite 104, Kingston, Ontario, K7P 2S2

5. INTEREST

Interest is charged and calculated on a bi-weekly basis on the unpaid Principal Amount commencing on the date that the Loan is made to you at the Fixed Annual Interest Rate until the Principal Amount has been paid in full, and is payable on each Payment Due Date. Interest will continue to be payable by you at the applicable interest rate after:

- the Last Payment Due Date if you have not paid the unpaid balance of the Principal Amount and accrued interest on that date
- a default occurs under this Agreement and we demand payment of the Loan
- we obtain a judgement against you

If we agree to a Subsequent Payment Term, the Fixed Annual Interest Rate may increase. If your Periodic Payment Date falls on a day in any month that is not a Business Day, any payment transaction will be completed on the next Business Day. This will result in additional interest being charged.

6A. PREPAYING YOUR LOAN

You may prepay all or any part of the unpaid balance of the Principal Amount on a Payment Due Date with no penalty. If you prepay part of the Principal Amount, you must continue to pay the Periodic Payment Amounts on the Payment Due Dates until you have repaid the balance of the Principal Amount in full.

6B. SERVICE CHARGES

You agree to pay the following charges/fees when applicable:

- Non-refundable Administrative Fee: up to \$75.00 may be charged and deducted from accounts which require client refunds due to avoidable overpayments on the account by the client. This fee covers the administrative costs associated with the billing and payment processing of overpayments by you, the client.

7. DEFAULT CHARGES

You agree to pay the costs and expenses we incur to enforce this Agreement, including, without limitation, all fees and expenses of any receiver or agent that is appointed. You also agree to pay all legal costs and fees incurred by us to defend any legal claim or counterclaim by you or others respecting the manner of our enforcement of or our right to enforce this Agreement.

8. OUR RIGHTS WITH RESPECT TO THE LOAN

If you do not pay or perform any of the Obligations when due or if you do not pay when due any other debt you may owe us, SkyCap, either now or in the future or if there has been a material adverse change in your financial condition since the Loan was made to you or since the date that we extended the Term of the Loan (each of the foregoing events being an "Event of Default"), then, we shall have the right to demand immediate repayment of the unpaid balance of the Principal Amount and all unpaid interest, costs and fees and you agree that we shall then have the right at any time to enforce your Obligations under this Agreement, by any method permitted by applicable law, including, without limitation:

- (a) the appointment of any person, including a third-party to collectors to enforce your Obligations.
- (b) taking any other action deemed necessary to carry into effect the provisions of this Agreement, including the exercise of any other legal right or remedy available.
- (c) using balances or collateral held by SkyCap under other loan agreements and accounts to repay your Obligations.

An Event of Default under this Agreement will trigger an Event of Default in other agreements you have with SkyCap and an Event of Default on other agreements you have with SkyCap will trigger an Event of Default under this Agreement.

We shall be at liberty to invest any monies received or held by us in pursuance of this Agreement or deposit them in a non-interest account without having to comply with any limitations or restrictions prescribed by law concerning the investment of property of others. We shall not in any way be responsible for any misconduct or negligence on our part or on the part of any receiver or agent appointed pursuant to Section 8(a) above, except for gross negligence.

9. PROVIDING INFORMATION

You agree to provide us with additional personal financial information as we may request from time to time.

10. CHANGING THIS AGREEMENT AND NON-WAIVER

As provided under Section 2, we have the right to increase your Periodic Payment Amount in certain circumstances. Otherwise, this Agreement will only be amended by terms set out in writing to which we and you both agree. Any breach by you of this Agreement or the occurrence of an Event of Default may only be waived by us in writing. Such waiver by us does not mean that any subsequent breach or Event of Default is also waived. Any failure by us to notify you of an Event of Default shall not be deemed to be a waiver of the Event of Default.

11. COMMUNICATION

It is your responsibility to provide us with your current address and to notify us when it changes. We will notify you about cost of borrowing disclosure matters in the manner as you may direct from time to time. We will send communications, including notices, by ordinary, uninsured mail or electronic mail to the last address you provided. We may use other means, including hand delivery, to communicate with you if necessary. If mailed, information is deemed to be received by you five (5) days after mailing. If delivered by electronic mail, information is deemed to be received by you one (1) day after mailing. If delivered, information is deemed to be received by you when delivered or left at the last address you provided.

12. REPRESENTATIONS AND WARRANTIES

MEMBER AGREES THAT SKYCAP FINANCIAL, ITS AGENTS, DIRECTORS, OFFICERS, EMPLOYEES AND OTHER REPRESENTATIVES AND ANY AND OR ALL OF PROVIDER'S SUBSIDIARIES, SUCCESSORS AND AFFILIATES ARE NOT RESPONSIBLE OR LIABLE FOR THE SERVICE OR PRODUCTS OF THE SERVICE PROVIDER OR FOR ANY BENEFITS PROVIDED BY PARTICIPATING VENDORS AND, IF MEMBER HAS ANY CLAIMS RELATING TO THE SERVICE PROVIDER OR BENEFITS PROVIDED BY PARTICIPATING VENDORS, MEMBER WILL MAKE HIS OR HER CLAIM DIRECTLY AGAINST THE SERVICE PROVIDER OR PARTICIPATING VENDORS.

SKYCAP MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARDS TO ANY CLAIMS MADE BY CANADA CREDIT. SKYCAP IS ACTING SOLELY AS A THIRD PARTY LENDER FACILITATING THE FINANCING OF A PURCHASE TRANSACTION. SKYCAP IS NOT A CREDIT REPAIR COMPANY. AS A RESULT, SKYCAP ASSUMES NO LIABILITY FOR THIS THIRD PARTY CANADA CREDIT. SKYCAP MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE LOAN WILL FIX OR REPAIR YOUR CREDIT OR THAT YOUR LOAN INFORMATION WILL BE POSTED TO YOUR CREDIT PROFILE. THE CREDIT REPORTING AGENCIES ALONE MAKE THE DECISION AS TO WHAT INFORMATION IS POSTED TO YOUR CREDIT PROFILE.

THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. THIS PROVISION SHALL SURVIVE THE TERMINATION OF MEMBERSHIP.

13. CONTINUING EFFECTIVENESS OF THIS AGREEMENT

We may assign the Loan, with or without the benefit of this Agreement, to any other financial institution or other entity or person without your consent, but you may not assign this Agreement without our consent. This Agreement is also binding upon and benefits our successors and your permitted assigns, heirs and personal representatives.

14. GOVERNING LAW AND CHOICE OF FORUM

This Agreement and the terms therein has been made in and will be construed and enforced solely in accordance with the laws of the Province of Ontario and the City of Kingston, Ontario as applied to agreements entered into and completely performed in the City of Kingston, Ontario. You and SkyCap each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction, and venue of the courts in the City of Kingston, Ontario for any disputes between us under or arising out of this Agreement and terms therein. You also agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or relating to this Agreement and the terms therein and acknowledge that either party may seek legal fees in any proceeding. Any claim you might have against SkyCap must be brought within two (2) years after the cause of action arises, or such claim or cause of action is barred.

15. SEVERABILITY

This Agreement(s) and its terms are subject to all applicable laws. If any provision or part of a provision of the Agreements and/or its Terms is determined to be unenforceable by reason of applicable laws, it shall be severed from the rest of the Agreement/Terms, which will continue to apply and remain in full force and effect.

16. EXECUTION OF AGREEMENT

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this agreement may be electronically (digitally) signed. The parties agree that the digital electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility and may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.

17. ENTIRE AGREEMENT AND NOTICES

This Agreement and its terms constitute our entire agreement with you. Any notices required or permitted to be given under the Terms or applicable laws may be given to you at the e-mail address you provided to us. Any notice given to you will be effective five (5) business days after we send the notice to you, irrespective of whether you receive it or it is returned to us as undeliverable.

18. ENGLISH LANGUAGE

The parties confirm that it is their express wish that this Agreement and all amendments and other documents related thereto be drawn up in English.
Les parties confirment leur volonté que la présente convention ainsi que tout amendement et tout autre document s'y rattachant soient rédigés en langue anglaise.

19. CANADIAN ANTI-SPAM LEGISLATION POLICY (CASL)

By signing the Finance Agreement you acknowledge and agree that you approve, subscribe and consent to receive electronic messages from us in compliance with our Privacy Code and CASL Policy on our website as well, the submission of your loan application to us. You are authorizing the we and our affiliates, partners and nominees to communicate with you via email, social media, text message, telephone, and fax or any other form of electronic and internet based method via computers, smart phones, mobile or hand held devices, or telephones. We may send messages to you, our applicants, clients, customers, and members in relation to the company's services, programs, programs, offers, promotions or those of our affiliates, partners, nominees and third parties. You are welcome to unsubscribe anytime by either clicking the unsubscribe button on any of our emails, by directly contacting us by mail (see address below), or by means specified in our website or agreement.

CASL Opt-Out
SkyCap Financial
1020 Bayridge Drive Suite 104
Kingston, Ontario, K7P 2S2
Please read our Privacy Code for further details about your opt-out choices.

20. PRIVACY

Collecting and Using Your Information:

At the time you begin a relationship with us and during the course of our relationship, we may collect Information including: (a) details about you and your background, including your name, address, date of birth, occupation and other identification, (b) records that reflect your business dealings with and through us and (c) your financial preferences and activities.

This Information may be collected from you and from sources outside our organization, including from: (a) government agencies and registries, law enforcement authorities and public records, (b) credit reporting agencies, (c) other financial institutions, (d) other service providers, agents and other organizations with whom you make arrangements, (e) references you have provided, (f) persons authorized to act on your behalf under a power of attorney or other legal authority.

You authorize those sources to give us the Information. We will limit the collection and use of Information to what we require in order to serve you as our customer and to administer our business, including to: (a) verify your identity, (b) evaluate and process your application, accounts, transactions and reports, (c) provide you with ongoing service, (d) analyze your financial needs and activities to help us serve you better, (e) evaluate your fit for products and services offered us, our partners and third parties that may interest you, (f) help protect you and us against fraud and error, (g) help manage and assess our risks, operations and relationship with you, (h) comply with applicable laws and requirements of regulators, (i) Marketing Purposes.

Disclosing Your Information

We may disclose Information, including as follows: (a) with your consent, (b) in response to a court order, search warrant or other demand or request, which we believe to be valid, (c) to meet requests for information from regulators to satisfy legal and regulatory requirements applicable to us, (d) to suppliers, agents and other organizations that perform services for you or for us or on our behalf, (e) to partners, affiliates or third party companies that may have products or services that may interest you, (f) when we buy or sell all or part of our businesses or when considering such transactions, (g) to help us collect a debt or enforce an obligation owed to us by you where permitted by law.

Additional Collections, Uses and Disclosures:

Social Insurance Number (SIN) - When you provide us with your SIN, we may use it as an aid to identify you and to keep your information separate from that of other customers with a similar name, including through the credit granting process. You may choose not to have us use your SIN as an aid to identify you with credit reporting agencies. By your doing so, we may not be able to extend services to you.

Credit Consent - For a loan or other credit facility, we will obtain Information and reports about you from credit reporting agencies and other lenders at the time of your application and any time during your application and on an ongoing basis to review and verify your creditworthiness and/or establish credit and hold limits. You may choose not to have us conduct a credit check in order to assess an application for credit. Once you have such a facility or product with us, we may from time to time disclose your Information to other lenders and credit reporting agencies seeking such Information, which helps establish your credit history and supports the credit granting and processing functions in general. If you have a credit product with us, you may not withdraw your credit consent.

Marketing Purposes - We may also use and disclose your Information for marketing purposes, including to: (a) better understand your financial needs and activities so that we may tell you about other products and services that may be of interest to you, including those offered by our affiliates and third parties we select, (b) determine your eligibility to participate in contests, surveys or promotions, and to conduct and administer contests that you enter, (c) conduct research and surveys to assess your satisfaction with us as a customer, and to develop products and services to meet your needs, (d) contact you by telephone, fax and automatic dialing-announcing device, at the numbers you have provided us, or by internet, mail and other methods.

With respect to these marketing purposes, you may choose not to have us: (a) contact you occasionally either by mail, telephone, SMS, email, fax, internet or all of these methods, with offers that may be of benefit to you, (b) contact you to participate in customer research and surveys.

Telephone discussions - When speaking with one of our telephone service representatives, we may monitor and/or record your telephone discussions for our mutual protection, to enhance customer service and to confirm our discussions with you.

Credit Products - You agree that the approval or granting of any credit by us to you is not to be construed or relied on by you as representing the value or condition of any underlying security or that it confirms that you have the ability to pay the credit facility.

You agree that we make no representation, warranty, statement, recommendation, guarantee or endorsement with respect to any investment or with any goods or services purchased using the credit facility.

More Information



Please read our Privacy Code - "SkyCap Financial Privacy Code" for further details about this Agreement and our privacy policies. Visit www.skycapfinancial.com or email us at info@skycapfinancial.com for a copy.

You acknowledge that we may amend this Agreement and our Privacy Code from time to time to reflect changes in legislation or other issues that may arise. We will post the revised Agreement and Privacy Code on our website listed above. We may also make them available at our branches or other premises or send them to you by mail. You acknowledge, authorize and agree to be bound by such amendments.

If you wish to opt-out or withdraw your consent at any time for any of the opt-out choices described in this Agreement, you may do so by contacting us in writing at:

Privacy Information
SkyCap Financial
1020 Bayridge Drive Suite 104
Kingston, Ontario, K7P 2S2

Please read our Privacy Code for further details about your opt-out choices.

Date: Monday January 15th 2018	Customer Signature: 	SkyCap Signature: 
-----------------------------------	--	--