

SUMMARY OF IMPORTANT INFORMATION

The following is a summary of certain terms of the ATB Financial MasterCard Personal Cardholder Agreement (the “**Cardholder Agreement**”) that will apply to your myHusky Rewards MasterCard card account (the “**Card Account**”) if your application is approved. You will receive the Cardholder Agreement if your application is approved. The following information applicable to the myHusky Rewards MasterCard card (the “**Card**”) is current to **03/11 (mm/yy)** and is subject to change.

For any questions about the Card, please call **1-877-541-4563**.

<p>Annual Interest Rate:</p>	<p>The following are our current annual interest rates; on the day your Card Account is opened, our then-current rates will apply:</p> <table border="1" data-bbox="435 443 1539 642"> <thead> <tr> <th colspan="2" data-bbox="435 443 1539 499"> Annual Interest Rates: Purchases and Cash Advances </th> </tr> </thead> <tbody> <tr> <td data-bbox="435 499 987 569">Standard Rate</td> <td data-bbox="987 499 1539 569" style="text-align: right;">19.90%</td> </tr> <tr> <td data-bbox="435 569 987 642">Default Rate</td> <td data-bbox="987 569 1539 642" style="text-align: right;">22.90%</td> </tr> </tbody> </table> <p>You will lose the benefit of the Standard Rate that applies to the Card, as set out above if, for two consecutive billing periods, you fail to pay at least the minimum balance due for each statement when due, in which case your annual interest rate will increase to the Default Rate that applies to the Card, as set out above, beginning on the first day of the following billing period.</p> <p>For more information about our interest rates, see the attached Terms and Conditions.</p>	Annual Interest Rates: Purchases and Cash Advances		Standard Rate	19.90%	Default Rate	22.90%
Annual Interest Rates: Purchases and Cash Advances							
Standard Rate	19.90%						
Default Rate	22.90%						
<p>Interest-free Grace Period</p>	<p>If the entire new balance indicated on a particular statement is paid by the payment due date shown on that statement, we will waive the interest charges on those purchases and fees, except for those associated with any cash advances which appear on that statement for the first time. This means those new purchases and fees will be subject to an interest-free period of at least 21 days if the entire balance is paid in full by the payment due date indicated on that statement. There is no interest-free period on cash advances (including balance transfers, money orders, traveler’s cheques, wire transfers and gambling transactions), cheques or their associated fees.</p>						
<p>Minimum Payment</p>	<p>You will be required to make a minimum monthly payment (the “Minimum Balance Due”) by the payment due date shown on each statement. Your Minimum Balance Due will be equal to the greater of \$10 or 3% of your new balance as shown on your statement, plus any amount by which the balance exceeds your credit limit. If your new balance on your statement is less than \$10, it must be paid in full.</p>						
<p>Foreign Currency Conversion</p>	<p>If you use your Card for a transaction in a currency other than Canadian Dollars, the foreign currency will be converted into Canadian Dollars before it is posted on your Card Account. We will convert the amount of your transaction to Canadian Dollars at the conversion rate established by MasterCard International Inc. (“MCI”). For purchases and cash advances, that rate is set at the time the transaction is presented for payment to MCI. For credits to the Card Account, that rate is set at the time the credit is presented for payment to us from MCI. When the transaction is posted to your Card Account, in addition to the conversion rate, you will be charged a foreign currency conversion fee of 2.9% of the amount of the foreign currency transaction after the foreign currency has been converted to Canadian Dollars. This fee applies to both debits and credits.</p>						
<p>Annual Fees</p>	<table border="1" data-bbox="435 1688 1141 1780"> <thead> <tr> <th data-bbox="435 1688 786 1734">Primary</th> <th data-bbox="786 1688 1141 1734">Each Authorized User</th> </tr> </thead> <tbody> <tr> <td data-bbox="435 1734 786 1780" style="text-align: center;">None</td> <td data-bbox="786 1734 1141 1780" style="text-align: center;">None</td> </tr> </tbody> </table>	Primary	Each Authorized User	None	None		
Primary	Each Authorized User						
None	None						

<p>Other Fees</p>	<p>You will be charged on the day the transaction or event occurs:</p> <p><i>ATM Cash Advance in Canada:</i> \$2.50 for each cash advance</p> <p><i>ATM Cash Advance outside Canada:</i> \$5.00 for each cash advance</p> <p><i>Over the counter Cash Advance in Canada:</i> \$5.00 for each cash advance</p> <p><i>Over the counter Cash Advance outside Canada:</i> \$7.50 for each cash advance</p> <p><i>Foreign Currency ATB MasterCard Cheque:</i> \$7.50 per cheque</p> <p><i>Sales Slip Copy:</i> \$5.00 for each copy of a sales slip</p> <p><i>Statement Reprint:</i> \$10.00 for each statement reprinted</p> <p><i>Cheque Copy:</i> \$10.00 for each copy of a cheque</p> <p><i>Over the Limit:</i> \$30 charged once per billing cycle on each statement if your balance exceeds your credit limit at the end of the billing cycle.</p> <p><i>NSF Fee:</i> \$40.00 This fee applies if we dishonour a MasterCard cheque because it is for an amount that exceeds your credit limit and if any payment you make to us is returned as dishonoured or unprocessed from your financial institution.</p> <p><i>Rush Replacement Card:</i> \$29.00</p> <p><i>Credit Bureau Search (not applicable to new applications):</i> \$15.00 We may, at our discretion, charge this fee to conduct a credit bureau search in relation to an existing Card Account.</p> <p><i>Credit Balance Inactivity Fee:</i> \$25.00 or full credit balance, whichever is less, after 12 months of no activity on the Card Account with a credit balance.</p>
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For Internal Use Only:

Please provide a confidential password for your account: 8 characters	
Transit #:	Associate E#/Agent #: ATB Agency ID #

TELL US ABOUT YOURSELF

First Name ("Applicant")		Initial(s)	Last Name
Mailing Address		City/Town	Province
Postal Code	Country of Residence Canada	Date of Birth MM/DD/YY	Social Insurance Number (optional)
Physical/Home Address (if different from Mailing Address)		City/Town	Province
How long at current address?		Previous address if less than 2 years at current address	
Home Phone	Cell Phone (optional)	Email Address (optional)	

TELL US ABOUT YOUR FINANCES

<input type="radio"/> Own	<input type="radio"/> Rent	<input type="radio"/> Live with relative	<input type="radio"/> Other	Monthly Rent/Mortgage	Have you ever declared bankruptcy?	<input type="radio"/> Yes	<input type="radio"/> No
Are you an ATB customer? <input type="radio"/> Yes <input type="radio"/> No If no, name of Financial Institution							

TELL US ABOUT YOUR EMPLOYMENT

Company/Employer's name		Phone Number	Occupation	How long?
<input type="radio"/> Full-time	<input type="radio"/> Part-time	<input type="radio"/> Retired	<input type="radio"/> Self-employed	Gross monthly income/pension

AUTHORIZED USER

First Name ("Authorized User")		Initial(s)	Last Name	
Mailing Address		City/Town	Province	
Postal Code	Country of Residence Canada	Date of Birth MM/DD/YY	Social Insurance Number (optional)	
How long at current address?		Previous address if less than 2 years at current address		
Home Phone	Cell Phone (optional)	Email Address (optional)		
Company/Employer's name		Phone Number	Occupation	How long?

OPTIONAL BALANCE TRANSFER

Enjoy the special balance transfer rate as low as **2.9%** for 6 months. Your transfer(s) may not be more than your available approved MasterCard credit limit. Transfers will be treated as a cash advance. Please ensure that creditor information and account numbers are accurate.

Amount	Name of Retail/Financial Institution	Credit or Charge Card Account Number
Amount	Name of Retail/Financial Institution	Credit or Charge Card Account Number

OPTIONAL BALANCE PROTECTION

Yes, I request to be enrolled in the optional ATB Financial Balance Protection Plan and have read, understand and agree to the costs, benefits, exclusions and disclosures explained in the attached. Initial here:

By signing this Application, the Applicant:

- a) applies for a myHusky Rewards MasterCard issued by ATB Financial;
- b) requests that a myHusky Rewards MasterCard be provided to each Authorized User identified in this Application and acknowledges that the Applicant will be liable for all debts incurred by each such Authorized User;
- c) certifies that all information supplied in this application and any further information supplied to ATB Financial is correct and complete and acknowledges that ATB Financial will be relying on that information and;

- d) consents to ATB Financial and any service provider acting on its behalf obtaining credit, financial and related personal information about the Applicant (including a consumer or credit bureau report) from any credit reporting agency and others to verify identity and establish credit worthiness and if this Application is approved, to verify ongoing eligibility for credit from time to time.

In addition, by signing this Application, the Applicant and each Authorized User confirm that you have each read and agree to the Husky Terms and Conditions included with this application and in particular, you consent to the collection, use and disclosure of your personal information as described in the Husky Terms and Conditions included with this application.

Signature of Applicant

Signature of Authorized User

Date

TERMS AND CONDITIONS

These Terms and Conditions form part of your application for a myHusky Rewards MasterCard®. In these Terms and Conditions, the words “we”, “our”, and “us” refer to Alberta Treasury Branches, operating as ATB Financial® (“ATB”). The words “you” and “your” refer to the Applicant (the “**Applicant**”) and each Authorized User (each an “**Authorized User**”) each as identified on the first page of this application. If your application is approved, the Applicant will be the primary cardholder under the Cardholder Agreement.

Personal Information Collection, Use and Disclosure – ATB will collect, use and disclose your personal information in accordance with ATB’s Privacy Statement. ATB’s commitment to protecting your privacy is set out in ATB’s Privacy Code. You may obtain both documents from www.atb.com, from an ATB branch, or by calling 1-877-541-4563. Personal information is any information that identifies you as an individual. It includes information that you provide to ATB or that ATB collects from any third party. Personal Information that we collect, use and disclose to and or from other sources may include, but is not limited to, your name, address, date of birth, gender, personal references, employment records, unique identification numbers (including social insurance number) and personal financial records including credit history. If you have provided your Social Insurance Number to ATB, it will be used as an aid to identify you with credit reporting agencies and other financial institutions to ensure the accuracy of information collected and reported and for credit data matching purposes. Any personal information in the custody and control of a third party or agent acting on behalf of ATB in another province or country is subject to the laws of that jurisdiction and may be collected, used or disclosed without your knowledge or consent where required or permitted by law. ATB uses service providers in the United States of America for the purposes of administering card accounts. If you have any questions about the collection, use or disclosure of your personal information, please contact ATB’s privacy officer at (780) 408-7588.

You may ask us not to use your personal information to promote ATB or third party products and services or not to give your personal information to third parties so they can promote additional products and services to you. You may make this request by completing the secure online opt-out form at www.atb.com/optout, or by calling our Customer Contact Centre at 1-877-541-4563.

Card Account – If you are the Applicant, by completing and signing this application, you are requesting that ATB open a myHusky Rewards MasterCard card account (the “**Card Account**”) in your name and to issue, renew and replace from time to time, a card (the “**Card**”) to you and to each Authorized User named in the application, which Cards can be used to access the Card Account. If you are an Authorized User you are requesting that ATB issue a Card to you on the Card Account of the Applicant. If this application is approved, the Applicant will be liable for all charges, indebtedness and liabilities of any kind whatsoever incurred on any Card or the Card Account, including all debt incurred by any Authorized User and including all interest, fees and charges due or owing to ATB under the Cardholder Agreement (as defined below). Authorized Users are not liable for debt incurred on the Card Account, cannot make changes on the Card Account, and may not, unless permitted by law or authorized by the Applicant, access account information.

Cardholder Agreement – If your application is approved, you agree to abide by the ATB Financial MasterCard Personal Cardholder Agreement (“**Cardholder Agreement**”) provided to each cardholder when the Card is issued, and by the terms of the Disclosure Statement and Rate and Fee Schedule which forms part of and is provided with the Cardholder Agreement, each as may be amended or replaced from time to time. The Card may be returned if you do not wish to be bound by the Cardholder Agreement, but if you sign, use or accept the Card or use the Card Account in any manner, it will mean that you accept and agree to the terms of the Cardholder Agreement and the Disclosure Statement and the Rate and Fee Schedule. Please retain a copy of your completed application for your records.

Other Incentive Programs – We may from time to time offer reward or other incentive programs (the “**Program**”) in connection with the Card Account. You understand that eligibility for rewards under the Program will be subject to the requirements of the Program and you agree to be bound by the terms of the Program (to be sent by ATB to you with the Card and as may be amended or replaced from time to time) and agree that any use of the Card will signify acceptance with the terms and conditions of the Program. We reserve the right to cancel or amend the Program without notice.

Annual Interest Rates – The applicable annual interest rate is based upon the payment history in connection with this Card Account and will be determined as described below:

- (a) The Standard Rate set out on the first page of this application (the “**Standard Rate**”) will be the initial annual interest rate. The Standard Rate will apply for the entire billing period for a statement if you always pay at least the minimum balance due for each statement on or before the payment due date for that statement;

- (b) At any time the Standard Rate applies, you will lose the benefit of the Standard Rate if, for two consecutive billing periods, you fail to pay at least the minimum balance due for each particular statement on or before the respective payment due date for each statement, in which case, the applicable annual interest rate will be increased, effective from (and including) the first day of the next billing period following such second consecutive billing period, to the Default Rate set out on the first page of this application (the “**Default Rate**”);

- (c) At any time the Default Rate applies, the Default Rate will continue to apply until, for three consecutive billing periods, you pay at least the minimum balance due for each particular statement on or before the respective payment due date for that statement, in which case, the applicable annual interest rate will be decreased, effective from (and including) the first day of the next billing period following such payment, to the Standard Rate.

Representation – By signing this application, you represent to us that all information supplied in the application and any future information that you provide to us is and will be correct and complete and acknowledge that we will be relying on that information in opening the Card Account and issuing the Card to you. You acknowledge that no one else has a financial interest in the Card Account and the proceeds of the Card Account will not be used by or on behalf of any third party.

General – The information set out here and rates are in effect as of 03/11 (mm/yy) and are subject to change in accordance with the Cardholder Agreement. For current information please call toll free 1-877-541-4563.

Important Information about the Balance Transfer Promotion

The following terms apply to all balance transfer transactions (“**Balance Transfer**”) charged to a Card Account with or through the use of an ATB Financial Balance Transfer promotion only, which include Balance Transfers processed via an application form, by telephone, or through the use of cheques which we identify for use with Balance Transfers (however do not apply to any other cheques). Balance transfers may not be processed until you have activated your Card.

Use of Balance Transfers – Balance Transfers cannot be used for repayment of any ATB Financial account. You cannot instruct a stop payment on a Balance Transfer.

Limits – Balance Transfers are subject to your available credit limit. If a Balance Transfer exceeds your available credit, it may not be processed.

Annual Interest Rate – All Balance Transfers are charged to your Card Account as cash advances and are subject to interest from (and including) the date the amount is recorded on the Card Account until payment of such amount has been received by us and applied in accordance with the ATB Financial MasterCard Personal Cardholder Agreement, as applicable to you (the “**Agreement**”).

Your balance transfer annual interest rate “**Promotional Rate**” is based on your credit rating at the time of application. Upon origination the initial Promotional Rate and terms will be disclosed on your Statement. For existing accounts the initial Promotional Rate and terms will be disclosed with the promotional offer.

Subject to the terms disclosed in the Statement or Balance Account Transfer promotional offer, each Balance Transfer that is approved and which is posted to your Card Account during the Promotional Period will be charged interest at the applicable promotional rate (the “**Promotional Rate**”) based on your credit rating.

Balance Transfer Amount Promotional Rate – The Promotional Rate will continue to apply to each such Balance Transfer for a period disclosed on the Statement, or with the Promotional Offer from the date that Balance Transfer is posted to your Card Account, plus the remaining days to your next statement date (the “**Promotional Period End Date**”).

The prevailing interest rate for cash advances for your card type will apply:

- (a) for each Balance Transfer posted to your Card Account prior to the start of the Promotional Period or after the Promotional Period has expired; and
- (b) to any Balance Transfer balance remaining on your Card Account after the Promotional Period End Date has expired. However, we will, in our discretion, adjust the Promotional Period to reflect the timing of the posting date within your monthly billing cycle.

The Promotional Period will end immediately if the account is not maintained in “good standing”. Good standing means your Card Account is not overdrawn or you are not in default in any of the terms and conditions of the Agreement. In such case, the applicable interest rate will be increased to the prevailing Standard Rate for cash advances for your card type. The current interest rates for cash advances will be shown on your monthly statement and on the Rate and Fee Schedule. Details of ATB Financial’s current Promotional Rate can be obtained by visiting www.atb.com or by calling 1-877-541-4563.

ATB Financial MasterCard® Balance Insurance Plan

The ATB Financial MasterCard Balance Insurance Plan (“**Balance Insurance**”) is underwritten by The Manufacturers Life Insurance Company (“**Manulife Financial**”) and First North American Insurance Company (“**FNA**”), and is offered to eligible myHusky Rewards MasterCard Personal Cardholders on a group basis.

Eligibility – Balance Insurance is optional and not a condition of credit approval. To be eligible to enroll for Balance Insurance, you must be a resident of Canada, aged 18 through 64, you must have entered into a Cardholder Agreement and you must be a primary cardholder on the Card Account.

Benefits – *Accidental Dismemberment Benefit* – if you or your spouse, who is also a primary cardholder on the Card Account while insured, die by accidental means or sustain a bodily injury by accidental means which results directly in loss of life within 365 days of the date of such injury, Manulife Financial will pay the balance outstanding on the Card Account as at the date of death, including all in-transit retail sales and cash advances incurred prior to death but in no event more than \$25,000.

Job Loss Benefit – If you involuntarily lose your job and your unemployment continues beyond the 30-day waiting period, FNA will pay a monthly amount equal to the greater of \$10 or 5% of the new balance on your statement coinciding with or immediately preceding the date of loss. During the period when benefits are payable, additional purchases or charges will not be covered. The benefit will continue until you rejoin the work force or your new balance is paid off, up to a maximum of \$25,000. You must also be under 65 years of age and employed by the same employer for six consecutive months immediately prior to losing a permanent job to be eligible for this benefit. This benefit does not apply to self-employed persons or homemakers.

Disability Benefit – If you become totally disabled and your disability continues beyond the 30-day waiting period, then Manulife Financial will pay a monthly amount equal to the greater of \$10 or 5% of the balance of your last statement coinciding with or immediately preceding the date of loss. This benefit will continue for as long as you are totally disabled or until your new balance is paid off, up to a maximum of \$25,000. Disability resulting from abuse of alcohol or drugs will not be covered unless you are confined in a hospital or participating in a program of rehabilitation satisfactory to Manulife Financial.

Critical Illness Benefit – If you or your spouse, who is also a primary cardholder on the Card Account while insured, are diagnosed, for the first time in your life, as suffering from a stroke, a heart attack or cancer and survive this first diagnosis for at least 30 days in the case of stroke or heart attack and 90 days in the case of cancer, then Manulife Financial will pay your balance as of that date up to a maximum of \$25,000. This Critical Illness benefit will not be paid more than once.

Life Insurance Benefit – If you or your spouse, who is also a primary cardholder on the Card Account while insured, die, then Manulife Financial will completely pay off your balance as of the date of death, up to a maximum of \$25,000.

Exclusions – Benefits described may be subject to exclusions which are described in the Certificate of Insurance. Exclusions vary depending on the benefit but may

limit benefits for losses due to or resulting from a normal pregnancy, dismissal with cause, voluntary resignation, normal seasonal conditions, retirement, strike, intentionally self-inflicted injuries, attempted suicide, the commission or attempted commission of a criminal offence and losses within 90 days of the commencement of coverage. Losses due to pre-existing medical conditions whether diagnosed or undiagnosed, for which medical treatment and/or consultation was received within the 6 months prior to the date insurance commences, may not be covered unless, during any 6-month period after the insurance commences, you are free of consultation and treatment. Some benefits require that you remain under the regular care and treatment of an approved doctor or psychiatrist.

Cost – Cost of coverage is \$0.99 per \$100 of your previous statement’s new balance. If your new balance is zero, you will owe nothing and will still be insured. If you enroll, your first 30 days of coverage is provided to you compliments of ATB Financial. This will give you the opportunity to receive and review the actual Certificate of Insurance. If for any reason you are not satisfied, you may return the Certificate within the first two months of your insurance commencement date, and all premiums that may have been paid by you will be refunded.

Commencement – Balance Insurance coverage will commence on the first day of the month following the date we receive your request for insurance. Your coverage will cease on the day Manulife Financial receives your request for cancellation, your account no longer remains in good standing, you cease to be the spouse of the Covered Cardholder, you turn 65, or the date of termination of the group policy. For spouses who are also primary cardholders, your coverage will end on the date the other primary cardholder ceases to be insured.

Privacy and Confidentiality – You understand that ATB Financial, Manulife Financial, FNA, and their agents or assignees may collect, store and use the information contained in the application and any other information submitted by you, to process the application, offer and administer services and process claims. This information will be kept strictly confidential and you may request to review the information contained in your file.

General Information – ATB Financial receives compensation from Manulife Financial for processing and administering this insurance product.

Claims and Inquiries – You may obtain or submit claims forms or make other insurance inquiries by writing to: Manulife Financial, Affinity Markets, P.O. Box 4213, Stn A, Toronto, ON M5W 5M3 or by calling 1-877-362-2103.

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“myHusky” is used under license by Husky Oil Operations Ltd.

®ATB Financial is a trade name/registered trademark of Alberta Treasury Branches.