

DISCLOSURE STATEMENT AND RATE AND FEE SCHEDULE

This Disclosure Statement and Rate Fee Schedule ("**Rate and Fee Schedule**") is provided by ATB Financial® (ATB, also referred to as "we", "our" and "us") in connection with the ATB Financial MasterCard Card Account (the "**Card Account**"). This Rate and Fee Schedule sets out the annual interest rates and fees that apply to the Card Account, summarizes certain provisions of the ATB Financial MasterCard Personal Cardholder Agreement (the "**Cardholder Agreement**"), and forms a part of the Cardholder Agreement. Capitalized terms not defined in this Rate and Fee Schedule have the meaning indicated in the Cardholder Agreement. We may change the information set out below in accordance with the Cardholder Agreement. The information set out here and rates are correct as of March 7, 2011 and are subject to change in accordance with the Cardholder Agreement. For complete information about the Account, please call toll free 1-877-541-4563.

Initial Credit Limit	<p>Your initial Credit Limit is set out on the Card Carrier that we provide with the ATB Financial MasterCard. Your current Credit Limit will be shown on each Statement.</p>						
Annual Interest Rate:	<p>The annual interest rates that will apply to your Card Account are set out below. These annual interest rates are in effect the day the Card Account is opened.</p> <table border="1" data-bbox="594 657 1138 900"> <tr> <td colspan="2" data-bbox="594 657 1138 758"> Annual Interest Rates: Purchases and Cash Advances </td> </tr> <tr> <td data-bbox="594 758 859 829">Standard Rate</td> <td data-bbox="859 758 1138 829">19.90%</td> </tr> <tr> <td data-bbox="594 829 859 900">Default Rate</td> <td data-bbox="859 829 1138 900">22.90%</td> </tr> </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>Please see below for more information regarding annual interest rates.</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%						
Interest-free Grace Period	<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>						
Determination of Interest	<p>If interest is charged, it is calculated daily by multiplying the total daily interest bearing balance for each category of charges by the annual interest rate in effect for that category and dividing that by the number of days in a year. The interest charges for each day of a Billing Period are then added together and charged to your Card Account on the last day of each billing cycle. Interest accrues on purchases, fees and other charges, from (and including) the date the transaction is posted to the Card Account until we receive payment in full of the amount of the transaction, however, interest on new purchases and fees will be waived when subject to an interest-free grace period as set out above. Interest that is charged to the Card Account will be compounded monthly.</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. You may at any time, pay the full outstanding balance owing on the Card Account without penalty.</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>	<p>The annual fee, if any, will appear and be due on your second Statement, whether or not you have activated your Card, and thereafter will appear annually on your Statement anniversary date.</p> <table border="1" data-bbox="594 911 1196 1083"> <tr> <td data-bbox="594 911 894 1010"> <p>Primary</p> </td> <td data-bbox="894 911 1196 1010"> <p>Each Co-Applicant or Authorized User</p> </td> </tr> <tr> <td data-bbox="594 1010 894 1083"> <p>None</p> </td> <td data-bbox="894 1010 1196 1083"> <p>None</p> </td> </tr> </table>	<p>Primary</p>	<p>Each Co-Applicant or Authorized User</p>	<p>None</p>	<p>None</p>
<p>Primary</p>	<p>Each Co-Applicant or Authorized User</p>				
<p>None</p>	<p>None</p>				

Other Fees

You will be charged on the day the transaction or event occurs:

ATM Cash Advance in Canada: **\$2.50** for each cash advance

ATM Cash Advance outside Canada: **\$5.00** for each cash advance

Over the counter Cash Advance in Canada: **\$5.00** for each cash advance

Over the counter Cash Advance outside Canada: **\$7.50** for each cash advance

Foreign Currency ATB MasterCard Cheque: **\$7.50** per cheque

Sales Slip Copy: **\$5.00** for each copy of a sales slip

Statement Reprint: **\$10.00** for each statement reprinted

Cheque Copy: **\$10.00** for each copy of a cheque

Over the Limit: **\$30** charged once per billing cycle on each Statement if your balance exceeds your credit limit at the end of the billing cycle.

NSF Fee: **\$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.

Rush Replacement Card: **\$29.00**

Credit Bureau Search (not applicable to new applications): **\$15.00** We may, at our discretion, charge this fee to conduct a credit bureau search in relation to an existing Card Account.

Credit Balance Inactivity Fee: **\$25.00** or full credit balance, whichever is less, after **12** months of no activity on the Card Account with a credit balance.

Statement Frequency:

ATB will provide a Statement for the Card Account once each month, on a date that depends on your billing cycle; however, we will not provide a Statement for the Card Account if there has been no activity that month and nothing is owing on the Card Account or if there is a credit balance at the Statement Date, unless otherwise required by law.

Annual Interest Rates:

The 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 Rate and Fee Schedule (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 Rate and Fee Schedule (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 each 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.

Default Charges:

If you fail to comply with any of your payment obligations under the Cardholder Agreement, in addition to interest charged in accordance with the Cardholder Agreement, you will be liable to pay us, on demand, the amount of all legal expenses, costs and disbursements (including legal expenses of both our internal and external legal counsel) that we incur in collecting or attempting to collect any payment owing to us.

Lost or Stolen Cards and Maximum Liability for Unauthorized Use:

If a Card, Card Information, cheque, PIN or Password is lost or suspected lost or stolen, you must notify ATB Financial immediately by calling 1-877-541-4563. You will not be liable for unauthorized use of the Card or Card Account that occurs after you have notified us that your Card, Card Account information, Cheque, PIN, or Password may have been lost or stolen. Except where you are protected by our zero liability commitment as described in the Cardholder Agreement, or unless otherwise prohibited by law, you will be liable for unauthorized Charges on the Card Account as follows:

- (a) if Purchases or Cash Advances, other than those drawn using your PIN at an ABM, are charged to your Card Account as a result of unauthorized use of a lost or stolen Card before you have notified us as described in the above paragraph, you will be jointly and severally (and in Quebec solidarily) liable to ATB for all Debt on the Card Account resulting from such unauthorized use up to a maximum of \$50.00;
- (b) if any Cheques that we have provided to you are lost or stolen, you will also be jointly and severally (and in Quebec solidarily) liable to ATB for all Debt incurred before you notify us of the lost of or stolen Cheques; and
- (c) you will be jointly and severally (and in Quebec solidarily) liable to ATB for the full amount of any unauthorized Cash Advances that are drawn using your PIN at an ABM before you have notified us as described above.

Under our zero liability commitment, you will not be liable for certain Purchases charged to your Card Account incurred as a result of unauthorized use of your Card or Card Account, provided the conditions set out in the Cardholder Agreement are satisfied.

For residents of Newfoundland and Labrador and the Territories of Canada, the following are examples of the cost of borrowing, assuming a 30-day period, at the annual interest rates set out below.

Average Daily Interest-Bearing Balance or Previous Month's Balance	Cost of Borrowing for 30-day Period at 19.90% per annum	Cost of Borrowing for 30-Day Period at 22.90% per annum
\$ 100.00	\$ 1.64	\$ 1.88
\$ 500.00	\$ 8.18	\$ 9.41
\$1000.00	\$16.36	\$18.82

Questions – If you have any questions about the Card Account, please call toll free 1-877-541-4563.

