# MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT ("Agreement") is entered into on the date written

BETWEEN:

NAB SOLUTIONS LTD. o/a NAB Solutions
(the "Provider")

- AND -

You
(the "Member" means you)

**WHEREAS:** the Provider owns the following website www.nabsolutions.ca (the "website");

**AND WHEREAS:** as first described on the Website at the time of entering into this Agreement the Provider intends to sell a membership to the Member (the "Membership") or upon the date of this agreement whichever shall occur first;

**AND WHEREAS: as consideration** the Member wishes to purchase a Membership in pursuant to the terms set herein;

**AND WHEREAS upon purchase** of the Membership, and during the duration of the said Membership, the Member may receive such services from the Provider as set forth on the Website (the "Services");

**AND WHEREAS:** the Member shall furnish the Provider with all such truthful and accurate information required in order for the Provider to render the services which come with the Membership; and

**AND WHEREAS:** the Member wishes to enter into a legally binding agreement with the Provider, per the terms of this indenture, along with those of the Website, as amended from time to time, all of which collectively shall be construed as one and the same Agreement, as defined above.

**NOW THEREFORE** for good and valuable consideration of the mutual promises and other consideration given herein, the receipt and sufficiency of which is hereby acknowledged by each of the parties to this Agreement, the parties agree as follows:

## 1. Membership, Services, Membership Fees

a) The Member must make weekly membership payments to the Provider in the amount of TWENTY DOLLARS AND FOURTY FIVE CENTS ($20.45) in consideration for the aforesaid Membership (the "Membership Fees") commencing on the date of this agreement.

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b) As part of the Membership, the Member may receive the Services, as currently described on the Website. Provided always that the Services may be amended (in whole or in part) from time to time in the sole and absolute discretion of the Provider based upon the information provided by the member.

The Services entail the following:

I. Digital welcome pack materials
Ii. Credit education and coaching program to better understand your credit profile, and build personalized strategies
Iii. Step-by-step credit education modules to improve financial literacy
iv. Lending finder program software to search for various offers from accredited third-party loan providers
v. Self-service financial tools designed to help you understand how to improve your chances of approval over time

For clarity, the aforesaid services (as may be amended from time to time in the sole and absolute discretion of the Provider) are expressly encompassed in the previously defined term “Services”).

c) The Member shall give the Provider THIRTY (30) DAYS written notice prior to cancelling its Membership. Membership may be suspended or terminated by the Provider in its sole and absolute discretion.

d) If the Member fails to pay the Membership Fees due, any initial payment amount, or any other payments due pursuant to this Agreement, the Member shall reimburse the Provider for the full amount of all legal fees and costs (on a solicitor and own client full indemnity basis) and all other expenses which the Provider incurs to collect any amounts due.

e) In addition to all other remedies of the Provider set forth in this Agreement (that is, the Provider’s remedies as set forth in this Agreement are cumulative, not in lieu of any other remedies), if the Member defaults on any Periodic Fee payment or any other payment hereunder, the Member shall be liable to the Provider for, and shall pay to the Provider forthwith FORTY-FIVE DOLLARS ($45.00), or such other amount as notified by the Provider, for each dishonoured cheque or payment.

**f) The Provider is not responsible for additional non-sufficient funds (NSF) charges applied to your account by your own financial institution. For the sake of greater certainty and notwithstanding anything to the contrary contained in this Agreement (including the Website), the remedies of the Provider set forth in this Agreement are cumulative, such that the exercise by the Provider of one or more remedies shall not preclude, prevent or stop the Provider from exercising other remedies.**

g) Without limiting the remedies of the Provider set forth in this Agreement, if the Member defaults on more than TWO (2) CONSECUTIVE Periodic Fee payments, the Provider may at

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its sole and absolute discretion terminate the Membership and Services, and recover the membership fees.

## 2. Cancellation of Membership

Should the Member wish to cancel its Membership, the Member must provide a THIRTY (30) DAY prior written notice of cancellation to the Provider. There shall be no refunds made to the Member (there are no exceptions to this no refund policy, and the Member acknowledges this no refund policy and undertakes and agrees to be bound by this no refund policy).

## 3. Payment of Periodic Membership Fees

a) The Member expressly authorizes the Provider's designated third-party payment processor(s), as determined and updated by the Provider from time to time in its sole and absolute discretion (each a "Payment Processor"), to act on behalf of the Provider to debit the Member's account as indicated below, or such other account as specified in a void specimen cheque or written instruction provided by the Member (collectively and individually, the "PAD Account"), pursuant to the terms of this Agreement, on the day (or, if such day is not a business day, the next business day) that any such amount is due.

b) The Member may cancel this authorization at any time by giving THIRTY (30) DAYS prior written notice to the Provider. The Provider may from time to time, in its sole and absolute discretion, designate such form or forms that are to accompany the cancellation of this authorization. If the Member cancels its PAD Account authorization and does not provide the Provider with alternative pre-authorized debit instructions acceptable to the Provider at least TWO (2) WEEKS before the next date that a debit is to be made, the Member must still arrange for payment to the Provider.

c) This authorization only applies to the method of payment under this Agreement and cancellation of this authorization does not affect the Member's obligations under this Agreement. The Member acknowledges that: (i) this authorization constitutes delivery thereof by you to the processing institution(s) whosoever it may be, (ii) the processing institution(s) are not required to verify that eachPAD Account submitted by the Provider has been issued in accordance with this authorization (including the amount) or that the purpose of the payment for which a PAD Account was made has been fulfilled as a condition of honouring a PAD Account. The Member may dispute a pre- authorized debit ("PAD") if (A) it was not drawn in accordance with this authorization, or (B) the Member has cancelled this authorization. In order to be reimbursed for a disputed PAD, the Member must deliver a written declaration that either (A) or (B) above took place to the processing institution(s) within NINETY (90) DAYS after the date that the disputed PAD was posted to the PAD Account, and if the Member does not, the disputed PAD must be resolved between the Member and Provider.

d) The Member warrants to the Provider and and its designated Payment Processor(s) as the Provider may from time to time determine in its sole and absolute discretion) on a continuing basis, that the Member has the authority to deal with the PAD Account and agrees to provide

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the Provider with updated information in writing concerning the PAD Account. The Member expressly agrees to waive the pre-notification period of any PAD payment.

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e) By entering into this Agreement, you consent to to the Provider's designated Payment Processor(s) receiving and accessing your personal information and financial data including but not limited to, your name, mailing address, email address, phone number; the name of your financial institution, institution number, branch number, branch address and account number.

f) The Provider may, in its sole and absolute discretion, designate, change, or replace its Payment Processor(s) at any time and from time to time, without prior notice to the Member. The Member acknowledges and agrees that such changes do not require an amendment to this Agreement and shall not affect the validity or enforceability of the Member's authorization provided herein.

## 4. Representations

a) The Provider does not, in any way whatsoever, guarantee any amelioration, rectification, or improvement of the Member's financial situation as a result of the Membership or the Services rendered. All outcomes are subject to the Member's personal financial behaviour, history, and third-party decisions (including but not limited to financial institutions, credit bureaus, or lenders), which are entirely outside of the Provider's control.

b) The Provider makes no representation or warranty regarding the qualifications, certifications, or professional licensing of its employees, contractors, officers, directors, agents, affiliates, or shareholders, unless explicitly stated in writing.

c) The Member acknowledges and agrees that, as of the date of this Agreement, the Provider is not acting as a lender, credit bureau, legal advisor, or licensed financial institution. While the Provider may offer information related to credit, personal finance education, it does not currently offer loans, nor does it guarantee any specific outcome, approval, or credit score improvement. All services provided are informational or administrative in nature, and the Provider has no authority, control, or influence over decisions made by credit bureaus, lenders, banks, or other external parties.

d) The Member further acknowledges that they understand the scope and nature of the services being offered, and that they have not relied on any verbal or implied claims, advertisements, assumptions, or representations outside of what is expressly stated in this Agreement or in the Provider's official materials.

## 5. Notice

Any notice or other communication required, desired or permitted under this Agreement shall be in writing and shall be effectively given to the Provider if:

a) delivered personally;
b) sent by prepaid courier service; or
c) sent by registered mail;

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to Suite 290, 6815-8 Street NE Calgary, Alberta T2E 7H7, Canada

and in the case of the Member, to the email address provided by the Member, or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving the same in the manner provided in this section. Any notice or other communication shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day such notice or other communication shall be deemed to have been given and received on the next following business day. Any notice or other communication transmitted by facsimile shall be deemed to have been given and received on the day of its transmission, provided that such day is a business day and such transmission is completed before 4:30 pm on such day, failing which such notice or other communication shall be deemed to have been given and received on the first business day after its transmission.

## 6. Severability

Any provision of this Agreement which is prohibited or unenforceable shall be deemed severed from this Agreement and shall not invalidate the remaining provisions of this Agreement.

## 7. Whole Agreement and Interpretation

**This Agreement, including the terms and representation on the Website, constitutes the whole agreement between the Provider and the Member relating to the subject matter of this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations, commitments and representations, written or oral, in respect thereof. The recitals of the within Agreement are expressly agreed to be binding terms of this Agreement. This Agreement expressly includes the terms and representations made on the Website, as amended from time to time, which are expressly incorporated by reference hereto. In the event of conflict among the terms of the within Agreement and the terms of the Website at any time hereafter, the Provider, at its sole and unfettered discretion shall elect the term which shall prevail. The Member further expressly agrees that it hereby waives, and contracts out of the ability to plead or rely upon the doctrine of contra proferentem or estoppel, whatsoever.**

## 8. Professional Advice

a) The Member hereby expressly warrants and represents that nothing has prevented him/her from seeking independent legal advice prior to entering into the within Agreement with the Provider, and the Provider encourages the Member to seek independent legal advice. If, notwithstanding the foregoing, the Member has not sought independent legal advice prior to entering into this Agreement, the Member expressly agrees that the failure to exercise said right to seek independent legal advice shall in no way invalidate any part of the within Agreement.

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b) The member represents to the provider, and acknowledges that the member has the capacity to enter into this agreement, and further acknowledges that the provider is relying on the representation made by the member with respect to professional or legal advice, and with respect to the Member's capacity.

c) The Member acknowledges that all relevant information, including but not limited to the Provider's subscription policy, payment terms, refund policy, and service scope, was publicly available on the Provider's website prior to entering into this Agreement. The Member further acknowledges that they had a reasonable opportunity to review this information, conduct independent research, and seek clarification prior to signing up for the services. The Member agrees that failure to review such publicly available materials shall not be grounds for dispute, refund, or contract invalidation.

## 9. Amendment

The covenants of the Member may only be amended expressly in writing with the express consent of the Provider (which said written consent may be unreasonably withheld by the Provider). The Provider may at its sole and absolute discretion (without the consent of the Member whatsoever) amend terms of the within Agreement by making changes to its Website.

## 10. Further Assurances

The Member shall promptly execute and deliver to the Provider, all such other and further documents, agreements and other instruments, and do such other and further things, as the Provider may require from time to time in order to give effect to this Agreement. The Member expressly agrees that all information and documentation that the Member shall provide to the Provider shall be truthful and accurate, and shall be provided in a timely fashion.

## 11. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Further, this Agreement may be executed electronically, including but not limited to by means of e-digital signature, by facsimile, by email, or click-wrap.

## 12. Gender and Number

This Agreement shall be read with all changes of gender and number required by the context.

## 13. Successors and Assigns

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This Agreement shall be binding upon and shall enure to the benefit of the Provider and the Member and their respective successors and assigns. The Member shall not assign or transfer its rights and obligations under this Agreement without the prior express written consent of the Provider (which consent may be unreasonably withheld by the Provider). The Provider may at its sole and absolute discretion, assign or transfer its rights and obligations under this Agreement without the Member's consent.

## 14. Governing Law

This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Alberta, The parties attorn to the exclusive jurisdiction of the courts of the Province of Alberta (sitting in Calgary) for any matter, disputes, questions or issues arising out of or relating to this Agreement (including the Website) and the subject matter of this Agreement.

## 15. Electronic Communications

This Agreement is the express consent of the Member to receive any and all forms of electronic communications, including advertisements and promotions, by way of 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, directly or indirectly from the Provider and at the Provider's discretion. The Member may at any time unsubscribe to emails and other such electronic communications by clicking an unsubscribe button on any of the emails or by directly contacting the Provider by telephone, mail, email or any other means specified per the terms of this Agreement. Further the Member expressly consents to any and all monitoring and recording of telephone, video, and other communications with the Provider and those acting on behalf of the Provider, including but not limited to the Provider's representatives, employees, agents, contractors, officers and directors, for quality assurance, security, or other business related purposes of the Provider.

## 16. Intellectual Property

The Member expressly acknowledges that the Website contains valuable intellectual property, including but not limited to trademarks, service marks, names, titles, logos, images, designs, software code, copyrights and other proprietary materials owned, registered, created, licensed, leased, and used (or any of these) by Provider, its subsidiaries, suppliers, partners, and affiliates (or any of these). Any unauthorized use of the aforesaid intellectual property is prohibited and all rights in same are reserved by the Provider or respective owners of said intellectual property. All information including content, graphics, text, design and all related software code, assembly and arrangements are protected by copyright. Except as otherwise indicated, the content may not be used for any purpose, including but not limited to any copies, distributed, displayed or utilized, without the express written consent in advance by Provider (which consent may be unreasonably withheld by the Provider).

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## 17. Exclusion of Consequential Damages

Notwithstanding anything to the contrary contained in this Agreement (including the Website), the Provider shall not be obligated to pay to the Member nor shall the Provider be liable to the Member, whether contractually, or in tort.

## 18. No Guarantees

We do not guarantee any specific outcomes, including but not limited to financial results, or approvals from third parties. Results depend on individual circumstances and decisions made by external entities outside of our control.

## 19. Headings

The headings in this Agreement are for convenience of reference only, and shall not affect the scope or interpretation of this Agreement.

## 20. Currency

Unless otherwise expressly specified, any reference to money, funds, or dollars in this Agreement specifically refers to the lawful money of Canada or the United States.

## 21. Language Rights (Quebec Only)

The Member acknowledges that they have requested and do hereby confirm their request that the present agreement and the ancillary documents related thereto be in English;

## 22. Email Contact

The Member may direct any questions or comments pertaining to the Membership to the Provider via telephone, per the telephone number on the Website, or via admin@nabsolutions.ca

## 23. Costs

The Member expressly agree to be liable for all costs, on a solicitor client and full indemnity basis, incurred by the Provider resulting from any breach of the terms of this Agreement.

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Dated and duly executed by the Member this _____ day of _____, A.D. 20__ .

| | |
|---|---|
| Name of Member:<br>Email of Member:<br>Mailing address of Member:<br><br>Date of Birth:<br><br>Signature:<br><br>_____ | NAB SOLUTIONS INC.<br>C/S<br><br>_____ |

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## SCHEDULE A: PRE-AUTHORIZED DEBIT (PAD) DETAILS

As stated in Section 3, Payment of Periodic Membership Fees, the Member agrees to provide the following banking information necessary for the processing of pre-authorized payments:

Bank Name: _____

Institution Number (3 Digits): _____

Transit Number (5 Digits): _____

Account Number (7-12 Digits): _____

By providing the information above, the Member confirms that the banking information provided is accurate and authorizes NAB Solutions Ltd. to use this information for processing pre-authorized payments as described in the Membership Agreement and to debit the bank account identified above in accordance with the terms specified in Section 1 of the agreement.

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