

NOTICE: A Payday Loan is a high cost loan.

PAYDAY LOAN - AGREEMENT

Between:

Borrower: _____ ("Borrower")

(Name)

(Address)

(City, MB)

(Postal Code) (Phone Number)

Payday Lender: National Money Mart Company
("Money Mart")

(Branch Address)

(City, MB)

MB

(Postal Code) (Phone Number) (Fax Number)

Info@moneymart.ca

Licence Number: _____

Details of Payday Credit Agreement	
Principal Amount of Loan	
Date and Time of Initial Advance and Agreement	
Loan Term in Days	
Loan Fee (per \$100 borrowed)	
Total Cost of Credit	
Annual Percentage Rate (APR)	
Total to be Repaid ("Amount Due")	
Repayment Date	

If you have any questions or concerns about payday loans, cancellation rights or collection practices, contact The Consumer Protection Branch at (204) 945-3800, or toll free at 1-800-782-0067.

If you feel you could benefit from debt counseling, contact The Consumer Protection Branch at (204) 945-3800, or toll free at 1-800-782-0067 for information.

The Consumer Protection Act provides that The Consumer Protection Branch may review and verify the information, including personal information, in this loan agreement for the purposes of ensuring compliance with the Act, the regulations and the terms and conditions of the payday lender's licence. The Consumer Protection Branch may contact you directly to verify the information. It will not use your information for other purposes without your consent or unless permitted to do so by law.

Borrower _____

In consideration of the mutual covenants and agreements set forth below, Money Mart and the Borrower agree as follows:

- 1) In the event of default, the Borrower shall pay Money Mart a fee equal to the charge incurred by Money Mart for a dishonoured cheque or pre-authorized debit of the Borrower not to exceed \$20.00.
- 2) In the event of default, interest shall be charged on the Amount Due at the rate of 2.5% per month until paid in full. This interest shall not be compounded.
- 3) The Borrower shall have the right to cancel the Loan within 48 hours after receiving the Initial Advance excluding Sundays and statutory holidays ("Cancellation Period"). To cancel the Loan the Borrower must deliver written Notice of Cancellation to the Money Mart Outlet prior to the end of the Cancellation Period with payment in full of the Initial Advance. The cancellation form below may be used for this purpose. Upon cancellation and repayment of the Loan Money Mart will provide the Borrower with a receipt in the form set out below.
- 4) The Borrower is entitled to prepay the outstanding balance at any time without charge or penalty and is entitled to make partial prepayments without charge or penalty on any scheduled payment date if more than one payment date is scheduled under this loan agreement.
- 5) If any optional services are provided by the payday lender, the Borrower is entitled to cancel those services by providing 30 days written notice of the cancellation in accordance with the Consumer Protection Act.
- 6) If the Borrower is required to obtain insurance as a condition of the loan, the borrower has the right to obtain the insurance from any insurer authorized by law to provide it in accordance with Section 21 of the Consumer Protection Act.
- 7) If the borrower chooses to consent to a "personal investigation" as defined in the Personal Investigations Act, that consent must be given in writing, including by electronic means, but not orally. By entering into this loan agreement the borrower consents to a "personal investigation" This may include contact with the Borrower's employer to confirm (i) employment status, (ii) income, and (iii) pay dates, or a credit bureau or similar credit reporting agency to determine the Borrowers (i) contact information including address and phone numbers (ii) employer (iii) income, or similar information needed to assist the lender to (i) confirm accuracy of information provided by the borrower (ii) locate the Borrower (iii) evaluate the Borrower's ability to repay the debt. This consent is effective from the date of this agreement until the Loan is repaid in full. This signed agreement forms the written consent to a Personal Investigation by the borrower.

MONEY MART PRIVACY POLICY

- Money Mart is responsible for personal information under its control and has designated individuals to be accountable for the organization's compliance.
- The purposes for which personal information is collected will be identified at or before the time the information is collected.
- Knowledge and consent will be obtained for the collection, use, and disclosure of personal information, except where deemed inappropriate.
- The collection of personal information is limited to that which is related to the purposes identified by Money Mart.
- Personal information will not be used or disclosed for purposes other than those for which it was collected, except with the consent of the customer or as required by law.
- Reasonable efforts will be made to ensure that personal information is as accurate, complete, and up-to-date as is necessary for the purposes for which it is used.
- Personal information will be protected by reasonable security safeguards appropriate to the sensitivity of the personal information.
- Information is available to customers regarding Money Mart's policies and procedures relating to the management of personal information.
- Upon request, and within a reasonable period of time, a customer will be informed of the existence, use, and disclosure of his or her personal information and will be given access to that information. A customer is entitled to comment on the accuracy and completeness of his or her personal information, and have that information amended where appropriate.
- A customer can address a challenge concerning compliance with the above principles to Money Mart's designated Privacy Officer.
- **For Money Mart's complete Privacy Policy, please contact:**
Privacy Officer
Money Mart
401 Garbally Road
Victoria, BC V8T 5M3
Email: privacyofficer@moneymart.ca

Borrower

Notice of Cancellation

I hereby notify Money Mart of cancellation of the Loan and Tender Repayment of the Loan Advance.

Borrower

Date / Time

Receipt

Money Mart acknowledges receipt of Notice of Cancellation and repayment of the Loan Advance within the Cancellation Period.

National Money Mart Company Date / Time

ADDITIONAL TERMS AND CONDITIONS

- 8) Money Mart hereby lends to the Borrower the amount of the Initial Advance in the sum of _____ ("Loan").
- 9) The Borrower promises to repay Money Mart in accordance with the terms hereof at _____ ("Money Mart Outlet") on or before the Repayment Date the amount of the Loan and the Loan Fee (together the "Amount Due")
- 10) The Loan Fee is the only cost of borrowing. No other commissions, charges, interest, amounts or considerations are charged, or are to be paid or given unless the Borrower defaults in payment of the Amount Due.
- 11) In the event that a lender charges a borrower an amount in excess of the maximum cost of credit for a payday loan being 17% of the principal amount of the payday loan; (ii) the lesser of the amount incurred by the payday lender as a result of negotiable instrument provided by the borrower being dishonoured and \$20.00; (iii) 2.5% per month being the maximum rate of interest chargeable on any amounts in default; or (iv) the maximum cost of credit for an extension or replacement loan being 5% of the principal amount of the extension or replacement loan. (in each case a "Prohibited Charge" the borrower is not liable to pay the lender any Prohibited Charge. Where the borrower has paid a Prohibited Charge the borrower is entitled to a refund of all monies paid in excess of the total amount borrowed. Where the borrower is entitled to such a refund it must be paid immediately upon demand by the borrower or the Director.
- 12) In the event that a payday lender offers, arranges or provides a payday loan to a borrower who is indebted to the lender under an existing payday loan contrary to section 154(1) of the Act the borrower is not liable to pay the lender any charge under the new loan. Where the borrower has paid a charge under such a loan, the borrower is entitled to a refund of all monies paid in excess of the total amount borrowed. Where the borrower is entitled to such a refund it must be paid immediately upon demand by the borrower or the Director.
- 13) Upon execution of the Agreement the Borrower shall provide Money Mart with a post-dated cheque or a Pre Authorized Debit Agreement, in the amount of the Amount Due.
- 14) All amounts set out herein are in Canadian Dollars.
- 15) All payments will be applied firstly towards interest outstanding if any, secondly towards the Loan Fee and thirdly towards the principal amount of the Loan.
- 16) The benefit of this agreement shall transfer to the successors and assigns of the parties.
- 17) This Agreement shall be governed by the laws of the Province of Manitoba.

National Money Mart Company

Borrower

Customer Edit



Customer Number 0 Last Active Date Unknown Date Added Unknown

Personal | Identification | Special Fees/Other | Employment | User Defined Fields | Bank Account | References | Spouse

Customer Information

Last Name First Name MI Title

SSN

First Address Second Address

City State Zip

Telephone Ext

Telephone 2 Ext

Status Good

Bankrupt Date Select Date

Bankrupt Type

Active Status
 Active
 Inactive

Press [TAB] to move between fields. Press [CTRL+TAB] to move between pages. A (*) indicates a required field.

Customer History

Customer Card Print

Customer Card Edit

OK [F10]

Cancel [Esc]

Customer Edit



Customer Number 0 Last Active Date Unknown Date Added Unknown

Personal Identification | Special Fees/Other | Employment | User Defined Fields | Bank Account | References | Spouse

Identification Information

ID Num	<input type="text"/>	ID Type	<input type="text"/>	ID State	<input type="text"/>
ID Num 2	<input type="text"/>	ID Type 2	<input type="text"/>	Birthdate	<input type="text"/> //
Gender	<input type="text"/>	Height	<input type="text"/>	Weight	<input type="text"/> 0
Hair	<input type="text"/>	Eyes	<input type="text"/>	DL Zip Code	<input type="text"/>
Bank Name	<input type="text"/>	Face	<input type="text"/>	Education	<input type="text"/> High Sch
Email Address	<input type="text"/>	Ok to Send Email?	<input type="text"/> No		

Ok to give customer's information to third party? No

Customer is on a fixed income (i.e. Social Security)?

Press [TAB] to move between fields. Press [CTRL+TAB] to move between pages. A (*) indicates a required field.

Customer History	Customer Card Print	Customer Card Edit	<input checked="" type="checkbox"/> OK [F10]	<input checked="" type="checkbox"/> Cancel [Esc]
------------------	---------------------	--------------------	--	--

Customer Edit



Customer Number

0

Last Active Date

Unknown

Date Added

Unknown

Personal | Identification | Special Fees/Other | Employment | User Defined Fields | Bank Account | References | Spouse

Employment Information

Employer

Military

First Address

Second Address

City

State

Zip Code

Telephone

Ext

Job Title

Current Salary

0.00

per

Year



When Paid ?

Date Employed



Supervisor

Months Employed

0

Payday Frequency in Days

0

Next Pay Date

Press [TAB] to move between fields. Press [CTRL+TAB] to move between pages. A (*) indicates a required field.

Customer History

Customer Card Print

Customer Card Edit

OK [F10]

Cancel [Esc]

Customer Edit



Customer Number [] 0 Last Active Date [Unknown] Date Added [Unknown]

Personal | Identification | Special Fees/Other | Employment | User Defined Fields | Bank Account | References | Spouse

Account Information

ABA []

Account []

Routing []

Transit []

Type [Checking] ▼

Ok to ACH this Account? [Yes] ▼

Last Bank Statement Date [Select Date] ▼

Bank Information

Full Bank Name []

Address []

City [] State [] Zip []

Telephone () - []

Press [TAB] to move between fields. Press [CTRL+TAB] to move between pages. A (*) indicates a required field.

Customer History

Customer Card Print

Customer Card Edit

OK [F10]

Cancel [Esc]