



REFRESH SECURITY AGREEMENT

CUSTOMER INFORMATION & AGREEMENT				
<p>By signing this Security Agreement (the Agreement), I, as the Customer acknowledge having received and read the entire Agreement and accepted the Agreement's terms and conditions. I acknowledge that Refresh will have accepted my application for a Refresh Secured Credit Account once I have (1) entered into a Security Agreement, (2) entered into the Refresh Secured Credit Agreement, (3) received a Card by the Card Issuer, DCBank</p>				
Customer First Name:	Customer Middle Name:	Customer Last Name:	Customer Phone Number (Home):	Customer Phone Number (Work or other):
Customer Street Address:		City:	Province:	Postal Code:
Customer Occupation:	Customer Birthdate:	Cell Phone Number:	Customer Email:	
Customer's Signature:			Date:	

Information and Fees Box		
Fee or information	Amount if relevant	Details
Interest Rate	0.00%	Your Secured Funds will earn an interest of 0.00%
Compounding crediting	Monthly	
Amount of Secured Funds		
Withdrawal of Secured Funds		Not permitted (subject to s. 6 of the Security Agreement)
Balance of computation Method		The average daily balance method is used to calculate interest
Frequency of periodic statement		You will receive an annual statement detailing the status of your Secured Funds

1. THE CREDIT FACILITY

1.1 The Secured Card (the Card) that is issued to me by Card Issuer will allow me to access the credit (the Credit Facility) that Refresh Card Solutions Inc. ("Refresh") granted me. To obtain credit from Refresh I must enter into a Refresh Secured Credit Agreement and a Refresh Security Agreement (together, the "Refresh Agreements"). The terms and conditions of the Cardholder Agreement of the Card Issuer govern my use of the Card and the terms and conditions of the Refresh Agreements govern the credit that Refresh has granted to me. "I", "my" and "me" means the credit applicant and "you", and "Refresh" means Refresh or its agents. The Refresh Agreements are between me and Refresh. I will keep a copy of the Refresh Agreements with my important records.

1.2 I understand and agree that to obtain a Credit Facility I must provide Refresh with completed and signed copies of the Refresh Agreements as well as a certain amount of money identified in sect. below. I may also in

the future provide additional amounts of money. The money I provide to Refresh now as identified in the above Information Box or in the future (the "Secured Funds") will be subject to the terms of the Refresh Agreements.

1.3 The Secured Funds will:

- be held in an account at a depository institution ("Depository Institution") over which I will have no right of withdrawal ("Refresh Account").
- secure to Refresh the full performance and payment of my obligations (the "Obligations") under my Secured Credit Agreement with Refresh.
- begin to accrue interest when deposited by the Depository in the Refresh Account.

1.4 Special Features, such as the potential earning of interest on the Secured Funds, will be identified in the Information Box above.

1.5 Refresh will account for my Secured Funds by maintaining separate records and will provide me with an annual statement indicating the amount of Secured Funds pledged to Refresh. Such records of the Secured Funds shall be referred to as my Security Account ("Security Account") with Refresh.

2. OWNERSHIP OF THE CREDIT FACILITY

2.1 I understand that the Credit Facility may only be opened on an individual basis. Refresh may release Secured Funds relating to the Credit Facility upon instruction of the person in whose name the Credit Facility has been opened and will not be liable for such release.

3. PLEDGE AND GRANT OF SECURITY INTEREST TO REFRESH

3.1 As soon as I deliver my Secured Funds to Refresh, I pledge and grant to Refresh a security interest in the Secured Funds for securing my Obligations. I irrevocably and unconditionally relinquish all possession and control over (including control over the investment of), and pledge and assign as security to Refresh, as of such date, all of my right, title and interest in and to any and all Secured Funds.

3.2 I agree to take any actions requested by Refresh to perfect or protect the first lien position of Refresh's security interest in the Secured Funds. In addition, I pledge to Refresh all my right, title and interest, if any, in the Refresh Account.

3.3 I agree that Refresh will have full access to the Secured Funds in the Refresh Account and that the Depository shall act upon instructions of Refresh (and not upon the instructions of any other party) with respect to the Secured Funds or the Refresh Account.

3.4 I waive the benefit of any exemptions existing under the laws of the province where I reside or other applicable jurisdiction as to my Obligations and/or the Secured Funds.

4. INTEREST ON SECURED FUNDS

4.1 Unless otherwise specified in the above Information Box, interest will not be earned on the Secured Funds. However, should interest be earned on the Secured Funds at the rate set by the Depository from time to time, under no circumstance is Refresh obligated to pay such interest on the Secured Funds or any Refresh Account. Any interest earned on my portion of the co-mingled Secured Funds will be added to the Refresh Account and will constitute proceeds securing my Obligations.

4.2 I agree that Refresh may retain the balance of any interest earned above the disclosed rate as an administrative charge. Refresh will send me an annual statement reflecting the balance of my Secured Funds.

5. FEES

5.1 I agree to pay all service and maintenance charges relating to my Refresh Account, and my Credit Facility where applicable and which are detailed in the above Information Box. I authorize Refresh to cause such charges to be automatically subtracted from the balance of my Secured Funds in the Refresh Account and to be paid appropriately.

5.2 In addition, I understand and agree that Refresh may receive fees from the Depository for establishing or servicing the Refresh Account.

6. THE CREDIT FACILITY DEFAULT; REFRESH WITHDRAWAL OF SECURED FUNDS.

6.1 I shall be in default under this Agreement if I am in default of the Refresh Secured Credit Agreement, including failing to pay my Obligations at any time when due (in each case, a "Default"). Upon any such Default, Refresh shall have the right to withdraw amounts from the Secured Funds and to apply such amounts to such Obligations, all without sending me any notice or demand for payment. The foregoing rights shall be in addition to all other rights of Refresh provided by law or under my Secured Credit Agreement. I authorize Refresh to withdraw Secured Funds from the Refresh Account and to apply such Secured Funds in satisfaction of any of my Obligations, including in payment of any money I owe to Refresh or any Refresh affiliate.

6.2 If my Credit Facility is joint, Refresh is specifically authorized to withdraw from the Refresh Account all Secured Funds provided with respect to such Credit Facility or in satisfaction of any obligation owed to Refresh or any Refresh affiliate by any other party to the Credit Facility, even if I am not liable for such a debt regardless of who contributed the Secured Funds relating to the Credit Facility.

7. POWER OF ATTORNEY

I hereby irrevocably constitute and appoint Refresh as my true and lawful attorney with power of substitution in my name to do any and all acts and things, complete any endorsements or registrations and execute and deliver all agreements, documents and instruments as Refresh, in its sole discretion, considers necessary or desirable to carry out the provisions and purposes of this Agreement or to exercise its rights and remedies, provided that such power of attorney shall not be exercised until a Default has occurred and is continuing. I hereby ratify and agree to ratify all acts of any attorney taken or done in accordance with this Section. This power of attorney being coupled with an interest shall not be revoked or terminated by any act and shall remain in full force and effect until this Agreement has been terminated.

8. RETURN OF SECURED FUNDS.

Refresh agrees to return to me at my last known address on Refresh's records any Secured Funds remaining in the Refresh Account within 90 days after the later of: (i) the termination of my Refresh Account; and (ii) performance and payment in full of all of my Obligations (which may include Card transactions processed by merchants after cancellation of the Card).

9. GOVERNING LAW; ASSIGNMENT; ETC.

9.1 This Agreement and Refresh's security interest and rights as pledgee hereunder shall be governed by the laws of the province in which I reside.

9.2 Refresh reserves the right to designate a new Depository, in its sole discretion. Refresh may, in its sole discretion, assign its rights and obligations under this Agreement.

10. CURRENT ADDRESS

I understand that it is my duty to keep Refresh informed of my current address and that Refresh will rely upon and use the last address provided to it by me or Canada Post.

11. LEGAL PROCEEDINGS; DISPUTES.

I represent that there are no current lawsuits or bankruptcy proceedings that might affect Refresh's interest in the Secured Funds. I have not and will not attempt to transfer any interest in the Secured Funds to any person other than Refresh or offer the Secured Funds as security for any obligations other than to Refresh. By signing the Credit Facility application and providing the Secured Funds, I agree to be bound by the terms of this Agreement. If my Refresh Account, my Security Account or my Secured Funds become involved or are likely to become involved in a legal proceeding, I understand that the entire balance of my Secured Funds in the Refresh Account (even if only one person party to the Refresh Account is involved) may be restricted until the matter has been resolved. If Refresh or the Depository hires a lawyer to defend or enforce its rights under this Agreement or to perform any legal services in connection with this Agreement, I will pay Refresh or the Depository all reasonable legal fees and court costs that Refresh or the Depository has to pay.

12. ESCHEAT.

I understand that if there is no activity with respect to my Credit Facility or to the Refresh Account for a prescribed period of time, such Secured Funds may be presumed to have been abandoned and, if required, will escheat to and become the property of applicable governmental body under applicable law. Once such Secured Funds have been designated as escheatable, interest on such Secured Funds will cease to accrue or be paid. I will be notified in writing at my last known address in the Depository's records prior to any action being taken relating to the abandoned amounts.

13. AMENDMENT.

I understand that Refresh reserves the right to amend or modify this Agreement at any time and that I will be given notice of such amendments or modifications in my annual statement, my periodic statement for my Credit Facility, or in a notice mailed to my current address before the change takes effect.

14. MISCELLANEOUS.

To the extent not prohibited by applicable law, I hereby waive my rights, if any, under all provisions of applicable law that would in any manner, limit, restrict or otherwise affect Refresh's rights and remedies hereunder or impose any additional obligations on Refresh. I also waive the right to receive any notice, financing statement or any verification statement issued by any registry that confirms registration of a requisite notice or financing statement relating to this Agreement.