

DECISION OF THE APPEAL PANEL AS AMENDED OCTOBER 2ND, 2020

In the matter of an Appeal by: -

FinanceIt Services Inc. and its affiliate FinanceIt Canada Inc.

Appellants

and

The Director of Fair Trading (as delegated)

Respondent

Appeal Board Panel:

Virginia May : Chairperson
Lyle Berge : Panel member
Kent Pallister : Panel member

The Decision under Appeal

Directors Order (the Order) of June 9th, 2020, made pursuant to S.157 (1) of the Consumer Protection Act (the Act).

The Order of the Director of Fair Trading (as delegated) that FinanceIt and FinanceIt Services Inc., individually or through any employee, representative or agent, must not engage in Direct Sales activities in Alberta, must cease any direct selling and may not engage in a designated business until FinanceIt and FinanceIt Services Inc hold a licence under the Act that authorizes that person to engage in that business and offers to consumers a direct sales contract that conforms to the Act.

Noncompliance with the Order made under the Act makes the Appellants guilty of an offence and open to prosecution under S .163 of the Act.

Representatives:

For the Director : Joseph O’Kurley, Statute Administrator

For the Appellants : Elizabeth Sale, Partner at Osler, Hoskin & Harcourt LLP, Toronto

THE DECISION OF THE PANEL AS AMENDED OCTOBER 2nd 2020

The Director, through Service Alberta's representative, Mr. O'Kurley, advised the Chair of the Panel by email dated August 31st 2020 that he could confirm his instructions as to how Service Alberta wished to respond to the Notice of Appeal, filed pursuant to s. 179 of the Act.

Those instructions were:

That FinanceIt Canada Inc. is compliant with the licensing requirements of the Act and that, based on the information currently available, FinanceIt Services Inc is not required to be licensed as a Direct Seller since it does not carry on direct sales activities in Alberta at this time.

That the Director does not contest the submissions of the Appellants as set out in their Notice of Appeal dated July 6th, 2020 as provided to Service Alberta by Julie-Anne Cardinal, Deputy General Counsel of the Appellants and attached as Exhibit D3.

In a follow up conference call on September 9th 2020 between the Chair of the Panel, Mr O'Kurley and Ms. Sale, the contents of the email of August 31st were further discussed between the parties in order to develop an agreed upon procedural route for ending the Appeal.

The Chair accepted the representations provided to her by Ms. Sale and Mr. O'Kurley on behalf of their clients in that conference call as binding upon them.

FinanceIt Canada Inc. acknowledges that it requires a Direct Sales License, which it has held since February 2020, in order to continue selling in Alberta, regardless of any information that may have been incorrectly provided to them in the past.

Mr. O'Kurley accepts the submissions of the Appellants in the Notice of Appeal and as verbally given by Ms. Sale that the contract under discussion in the Order is still ongoing and payments are regularly being made against the debt. There are no funds to be refunded nor is the contract required to be cancelled.

The Chair, on a go forward basis, has provided the Panel members with updates and copies of all the correspondence between herself and the Parties.

On September 9th, 2020, following the Chairs' conference call with the Parties, the Chair reported by conference call with the Panel members and found the Panel members in agreement on its Decision.

The Panel makes no findings of fact on the substantive issues raised between the Parties in the Director's Order and the Notice of Appeal.

The Panel quashes the Director's Order dated June 9, 2020. Such Order does not apply to Financeit Canada Inc. as Financeit Canada Inc. is currently licensed under the Alberta Direct Seller regime. No further action on the part of the Appellants is required in respect of the loan agreement at issue, including any requirement to coordinate with Big Horn Drilling with respect to refunds or cancellation of the contract.

The Parties themselves have precluded the need for a hearing and the Panel accepts their decision.

The Decision (or Award) Date is September 9th, 2020.

Appendix:

Exhibit D1	Directors Order dated June 9 th , 2020
Exhibit D2	Notice of Appeal dated July 6 th , 2020
Exhibit D3	Acceptance of the Notice of Appeal July 7 th , 2020
Exhibit D4	Appeal Board appointment letter dated July 23 rd , 2020

INTRODUCTION

The Appellants filed a Notice of Appeal pursuant to Section 179 of the Consumer Protection Act (the Act) on July 6th, 2020 from the Order of the Director of Fair trading (as delegated) made on June 9th 2020 which found breaches by the Appellants of the statutory requirements for direct selling in Alberta.

Those breaches were:

- Operating as a designated business without the required licence;
- Engaging as a designated business whilst using a direct sales contract that did not include the requirements of the Act and the Regulation; and
- Failing to refund money to a consumer after a contract was cancelled.

The Directors Decision was made pursuant to s. 157 of the Act and s. 104(1), s. 31(2), s. 35 and s. 163 (exhibit D2).

The Notice of Appeal was dated July 6th, 2020 and was filed by Julie-Anne Cardinal, Deputy General Counsel of the Appellants (exhibit D3).

Pursuant to s. 179 of the Act Cynthia Farmer, Deputy Minister of the Act, appointed an Appeal Board to hear the Appeal of the Appellants.

The Panel Appointment date was 23rd day of July 2020. (exhibit D1)

The Panel consisted of a three-person Panel. The Chair of the Panel was Virginia May. The Panel members appointed were Lyle Berge and Kent Pallister.

Mr. O’Kurley, Statute Administrator of the Act was appointed by Service Alberta to be their representative on the Appeal.

Mr. O’Kurley sought instructions on behalf of Service Alberta as to how to respond to the Notice of Appeal.

On August 31st, 2020 Mr. O’Kurley advised the Panel Chair by email that he had received his instructions on behalf of Service Alberta.

He wrote that the Appellants were compliant with licensing requirements.

Mr. O’Kurley advised that Service Alberta would not be contesting the Appellants’ submissions in the Notice of Appeal as long as the Appellants acknowledged their need, when selling, to have a Direct Sales Contract, which they now have, despite other contrary information that had been received from Service Alberta in the past.

Mr. O’Kurley advised that Service Alberta was in agreement that an Appeal Hearing need not be held.

The Chair called a conference call with the parties to discuss the procedural route to follow in the light of the instructions received by Mr. O’Kurley. The call took place on September 9th, 2020.

It was agreed that there would be no Hearing.

FinanceIt Canada Inc. acknowledges that it requires a Direct Sales License, which it has held since February 2020, in order to continue selling in Alberta, regardless of any information that may have been incorrectly provided to it in the past.

Mr. O’Kurley accepted Ms. Sale information that the consumer was still paying down the loan. Documents attached to the Notice of Appeal dealt with this matter.

On September 9th, 2020, following the decision of the Parties the Panel members held a conference call to make their Decision.

The Decision of the Panel is made under the jurisdiction of the Appeal Board R195/99 Regulation (ABR).

Pursuant to s. 13(1), with the consent of the parties to an Appeal, the consideration of an Appeal may be conducted without a hearing.

Pursuant to s. 15(1) of the ABR this Decision is provided within the appropriate time frames. This decision meets the requirement of a Decision in writing under section 15(3) of the ABR’s.

JURISDICTION

The Jurisdiction for the Appeal dated July 6th, 2020 and for the Director to make the Order of June 9th, 2020 comes from the Consumer Protection Act, Chapter C-26.3 and its Regulations and the Appeal Board Regulation 195/99 (ABR).

Pursuant to s. 104(1) of the Act, no person may engage in a designated business unless the person has a licence under the Act that authorizes the person to engage in the business.

Pursuant to s. 31(2), within 15 days after a direct sales contract is cancelled, the supplier must refund to the consumer all the money paid by the consumer and return to the consumer's premises any trade in or an amount equal to the trade in allowance.

Under s. 157 of the Act, the Director may make an order directing a person to stop engaging in anything that is described in the order, subject to terms and conditions set out in the order and may take any measures specified in the order to ensure that the Act and its regulations are complied with.

Pursuant to s. 157(3) a person who is subject to an order may appeal the order under section 179 within 30 days of being notified of the Director's order.

Pursuant to s. 179(2) and (3), the Minister must appoint an appeal panel of three and a Chair. Pursuant to s. 179(6) an Appeal Board may confirm, vary or quash an order.

Pursuant to Section 13(1) of the ABRs, a decision may be made, with the consent of the parties, without a hearing taking place.

The Appellants have been found in compliance with the Act and no evidence under oath has been required to finalize the matter.

No objection was made at any time to the composition of the Appeal Panel.

DECISION as amended October 2nd 2020

The Panel quashes the Director's Order dated June 9, 2020. Such Order does not apply to Financeit Canada Inc. as Financeit Canada Inc. is currently licensed under the Alberta Direct Seller regime and its form of loan agreement was previously approved for use in Alberta by Service Alberta. No further action on the part of the Appellants is required in respect of the loan agreement at issue, including any requirement to coordinate with Big Horn Drilling with respect to refunds or cancellation of the contract.

The Appeal Panel makes no findings of fact on the substantive issues that have been resolved between the parties.

Amended decision

SIGNED *Virginia May*

DATED *October 2 2020*

CHAIR VIRGINIA MAY

SIGNED *Kent Pallister*

DATED *October 2, 2020*

PANEL MEMBER KENT PALLISTER SS

SIGNED *Lyle Berge*

DATED *October 2, 2020*

PANEL MEMBER LYLE BERGE

APPENDIX:

EXHIBITS	DESCRIPTION
EXHIBIT D1	DIRECTOR'S ORDER DATED JUNE 9 TH 2020
EXHIBIT D2	NOTICE OF APPEAL DATED JULY 6 TH 2020
EXHIBIT D3	ACCEPTANCE OF NOTICE TO APPEAL JULY 7 TH 2020
EXHIBIT D4	APPEAL BOARD APPOINTMENT LETTER DATED JULY 23 TH 2020

EXHIBIT D1

DIRECTOR'S ORDER
UNDER SECTION 157 OF THE CONSUMER PROTECTION ACT
TO
FINANCEIT AND FINANCEIT SERVICES INC.
AND ANY EMPLOYEE, REPRESENTATIVE, OR AGENT OF THE ABOVE

ALLEGATION

Service Alberta has investigated allegations related to breaches of the requirements of the *Consumer Protection Act* and found evidence that:

FINANCEIT AND FINANCEIT SERVICES INC. has engaged as a designated business in Alberta without the required licence.

FINANCEIT AND FINANCEIT SERVICES INC. has engaged as a designated business in Alberta using a direct sales contract that did not include the requirements as set out in the Act and Regulation.

FINANCEIT AND FINANCEIT SERVICES INC. did not refund money to a consumer after a contract was cancelled.

Based on the available evidence, the Director has reached the opinion that FINANCEIT AND FINANCEIT SERVICES INC. has breached the *Consumer Protection Act*.

KEY LEGISLATION

The *Consumer Protection Act* RSA 2000 Chapter C-26.3 states:

- Section 104(1) No person may engage in a designated business unless the person holds a licence under this Act that authorizes the person to engage in that business.
- Section 31(2) Within 15 days after a direct sales contract is cancelled, the supplier must refund to the consumer all money paid by the consumer and return to the consumer's premises any trade in or an amount equal to the trade in allowance.
- Section 35 A written direct sales contract must include (a) the consumer's name and address; (b) the supplier's name, business address, telephone number and, where applicable, fax number; (c) where applicable, the salesperson's name; (d) the date and place at which the direct sales contract is entered into; (e) a description of the goods or services, sufficient to identify them; (f) a statement of cancellation rights that conforms with the requirements set out in the regulations; (g) the itemized price of the goods or services, or both; (h) the total amount of the direct sales contract; (i) the terms of payment; (j) in the case of a sales contract for the future delivery of goods, future provision of services or future delivery of goods together with services, the delivery date for the goods or commencement date for the services, or both; (k) in the case of a sales

contract for the future provision of services or the delivery of goods together with services, the completion date for providing the services or the goods together with services; (l) where credit is extended, (i) a statement of any security taken for payment, and (ii) the disclosure statement required under Part 9; (m) where there is a trade-in arrangement, a description of and the value of the trade-in; (n) the signatures of the consumer and the supplier...”.

ORDER

- **FINANCEIT AND FINANCEIT SERVICES INC., individually or through any employee, representative or agent, must not engage in direct sales activities in Alberta, and must cease in any direct selling and may not engage in a designated business until FINANCEIT AND FINANCEIT SERVICES INC. holds a licence under this Act that authorizes the person to engage in that business, and utilizes and offers to consumers a direct sales contract that conforms to the Act.**

NON COMPLIANCE WITH ORDER

ANY PERSON WHO FAILS TO COMPLY WITH AN ORDER OF THE DIRECTOR UNDER SECTION 157 OF THE CONSUMER PROTECTION ACT CONTRAVENES THIS ACT AND IS GUILTY OF AN OFFENCE AND MAY BE PROSECUTED PURSUANT TO SECTION 163 OF THE CONSUMER PROTECTION ACT.



Bradley Siddell
Director of Fair Trading (as delegated) June 9th, 2020

EXHIBIT D2



Julie-Anne Cardinal
Deputy General Counsel
Tel: 1 (647) 745-5415
Email: jcardinal@financeit.io

Sent by email <bradley.siddell@gov.ab.ca> and courier

July 6, 2020

Minister of Service Alberta
c/o Bradley Siddell, Director of Fair Trading (as delegated)
Consumer, Registry and Strategic Services Division (CRSS)
Service Alberta
Government of Albert
3rd Floor, Commerce Place, 10155-102 Street
Edmonton, Alberta
T5J 4L4

Re: Notice of Appeal, your file# 37778 (Loan for Peter Bakker)

Dear Mr. Siddell:

FinanceIt Services Inc. acknowledges receipt of your Decision and Director's Order dated June 9, 2020, in the above-noted matter (the "Decision"). Please note that we received the Decision by regular mail on June 16, 2020.

Following careful review, FinanceIt Services Inc. and its affiliate, FinanceIt Canada Inc., have identified certain mistakes of fact that materially impact the legal analysis and the final decision reached by the Consumer, Registry and Strategic Services Division (the "CRSS"). These are:

1. the incorrect Financeit entity is named in the Decision;
2. the lender is incorrectly identified as not being licensed as a Direct Seller in Alberta; and
3. while it is true that the loan agreement did not comply with the direct selling requirements on November 20, 2017, the lender held the position that it did not require a direct sellers license in Alberta, a position that was confirmed in writing by Service Alberta in January 2019. The form of loan agreement has since been modified and was reviewed and confirmed to be compliant by Service Alberta in early 2020.

This correspondence serves as our Notice of Appeal pursuant to the instructions respecting same found at page 7 of the Decision and includes submissions and supporting documentation to aid your review.

1. The Borrower's Complaint: Facts

Peter Bakker (the "Borrower") entered into loan #6048707 with FinanceIt Canada Inc. ("Financeit") on November 20, 2017 for an initial loan amount of \$6,074.78 (the "Loan") to finance a water softener he had

purchased from Big Iron Drilling Ltd. (the “Merchant”). Note that the Decision incorrectly states the initial loan amount as \$7,746.08. Further, the co-complainant in this matter, Shelly Fromberg, is not known to Financeit and is not a party to the loan agreement.

On July 9, 2018, the Borrower telephoned Financeit to advise of workmanship issues with the water softener unit. It is not uncommon for Financeit to receive complaints about quality or workmanship from borrowers. When such complaints are received, Financeit personnel direct borrowers to bring their grievances to the merchants who are in the position to remedy concerns and/or fulfil any applicable guarantees and warranties. However, Financeit does track workmanship complaints as part of our ongoing merchant monitoring efforts. Where a pattern of poor workmanship presents itself, merchants risk being terminated from our platform. In any event, as is our standard policy, in this case Financeit advised the Borrower that product-related issues must be addressed with the Merchant. The Borrower confirmed to Financeit they had no issue with the Loan itself.

On September 14, 2018, Financeit received a letter from the Borrower purporting to unilaterally cancel the Loan as the Borrower was unable to reach the Merchant and because neither the Merchant nor Financeit was “licensed in Alberta”. No further details were provided, but it was observed by the Client Service team that the Borrower was outside his 15-day right to cancel period.

In January 2019, Financeit’s Client Services team received a call from Alberta’s Customer Investigations Unit. Following a brief discussion, the investigator sent a letter by regular mail dated January 17, 2019 to Financeit. It appears the letter was received by Financeit’s Client Services team and logged into our correspondence platform, but it was not escalated to Financeit’s Legal and Compliance group for review and response – contrary to our established procedures. The Legal and Compliance team was not aware of the existence of the letter or the complaint until CRSS’ Decision was received last week. Further, after reviewing our databases and records, Financeit has been unable to find any other record of correspondence or follow-up from Alberta’s Customer Investigations unit (whether by phone, email or regular letter) in the 18-month period since the January 17, 2019 letter was received.

As of the date of this correspondence, there has been no further communication from the Borrower. The Loan is in good standing and up-to-date, meaning the Borrower has made all required payments and did not cease making payments in September 2018 as stated in the Decision.

2. The Decision: Mistakes of fact

(a) The Decision identifies the incorrect corporate entity as the provider of financing in Alberta

The CRSS found in its Decision that Financeit Services Inc. (registration #2120155201) was the entity with whom the Borrower entered into a financing arrangement. FinanceIt Services Inc. is a dormant company. It has never offered, nor does it now offer, any products and services in any Canadian jurisdiction including Alberta.

Rather, as shown on pages 2 and 8 of the Loan Agreement (enclosed at Tab A), the Borrower contracted with FinanceIt Canada Inc. (registration #2122159813) for his loan, and it is FinanceIt Canada Inc. that maintains a contractual relationship with the Merchant. FinanceIt Canada Inc. is a federal corporation that has been offering home improvement loans since 2011.

(b) The Decision incorrectly states that “FinanceIt” is not licensed as a Direct Seller in Alberta

As a result of the misidentification of FinanceIt Services Inc. as the lender, the Decision incorrectly states that the provider of the loan is not licensed as a Direct Seller in Alberta.

As a dormant entity that does not offer any products or services in Alberta (whether in or outside a customer’s home), FinanceIt Services Inc. is not licensed as a Direct Seller in Alberta. However, FinanceIt Canada Inc. does carry on business in Alberta as a loan originator and servicer, and we can confirm that FinanceIt Canada Inc. is licensed as a Direct Seller in Alberta.

On December 3, 2018, the Alberta Consumer Services, Consumer Programs, Business Licensing office (“Alberta Business Licensing”) issued a correspondence to Direct Seller licensees in the province stating that financing companies offering loans through licensees would also need to be licensed as Direct Sellers. Consequently, FinanceIt Canada Inc., through its external counsel, contacted Alberta Business Licensing to confirm the province’s position on the issue, and on January 9, 2019, a Licensing Officer advised FinanceIt Canada Inc.’s external counsel in writing that FinanceIt Canada Inc. did not require a Direct Sellers license given that it carried on its activities online and did not take assignment of contracts originated by direct sellers. Subsequently, in August of 2019, Mr. Darren Thomas, Director of Alberta Business Licensing, advised FinanceIt Canada Inc. that his office had reversed its earlier position and that FinanceIt Canada Inc. would require the license. FinanceIt Canada Inc. commenced the licensing application process which included a thorough review of our Loan Agreement (discussed further below), and the Direct Sellers license was issued on February 10, 2020 under License #350754 (a copy of same is enclosed as Tab B.)

(c) The facts respecting the Decision that FinanceIt’s Loan Agreement did not meet regulatory requirements are incomplete

As an online lender, with no employees or physical presence in Alberta, and who contracted directly with borrowers, FinanceIt had previously held the position that it did not require a direct sellers license in Alberta. This position was confirmed by Service Alberta on January 9, 2019 as noted above. Consequently, it is not surprising that the form of loan agreement did not comply with the direct sellers requirements in 2017.

As part of the Direct Sellers license application, applicants are required to submit their “sales contract” for review. FinanceIt Canada Inc.’s loan agreement was scrutinized by Alberta Business Licensing representatives, including Mr. Thomas. Mr. Thomas’ participation was needed because Alberta’s Direct Sellers sales contract requirements do not contemplate a loan as the offered “product”, and loan disclosures are subject to strictly prescribed cost of credit disclosure requirements. Ultimately, following consultation with our external counsel, Mr. Thomas approved FinanceIt’s loan agreement “as is”, requiring only the addition of disclosure respecting *A Buyer’s Right to Cancel* as a schedule to the loan agreement.

3. Appeal

Based on the facts set out above, FinanceIt Canada Inc. and FinanceIt Services Inc. hereby appeal the Decision and request that:

- (a) the Orders requiring that FinanceIt Services Inc. cease offering products and services until such time as (i) a Direct Sellers license be obtained and (ii) a compliant sales contract created, should be reversed or held to be of no application as FinanceIt Services Inc. does not, and never has, offered products or services in Alberta;
- (b) The appeal decision clarify that such Orders do not apply to FinanceIt Canada Inc.;

- (c) the appeal decision state that (i) FinanceIt Canada Inc. is licensed under the Direct Sellers regime (or was at all material times compliant with Service Alberta's instructions with respect to same) and (ii) Service Alberta has approved FinanceIt Canada Inc.'s form of loan agreement for use in Alberta; and
- (d) the quasi-order requiring Financeit it to "coordinate with Big Horn Drilling how the Complainant's right to a refund will be administered" be reversed. If CRSS has made a determination that the Merchant's sales contract with the Borrower was non-compliant, we kindly ask that you share such order with us at your earliest convenience.

4. Next Steps:

In keeping with the requested information at page 7 of the Decision, we confirm the address for service by regular mail of appeal documents is as follows:

FinanceIt Canada Inc.
296 Richmond Street West
Toronto, Ontario, Canada, M5V 1X2,
Attention: Julie-Anne Cardinal, Deputy General Counsel
Tel: (647) 745.5415

Financeit's offices are expected to be closed through September 2020 as a result of COVID-19. All staff are working remotely. As mail is being checked infrequently, we request that documents also be sent to via email to jcardinal@financeit.io to ensure timely receipt.

We trust the foregoing letter satisfies the requirements of the Notice of Appeal as described at Page 7 of your letter dated June 9, 2020. Should you have any further questions, or should you require copies of the correspondence referenced above between FinanceIt Canada Inc. and Alberta Business Licensing, please contact me directly at your convenience.

Sincerely,



Julie-Anne Cardinal
Deputy General Counsel

- c. Dante Tamburro, General Counsel, FinanceIt Canada Inc.
Elizabeth Sale, Partner, Osler LLP

Tab A

FinancellSMPeter Bakker
Loan ID #0049707
Page 1 of 8

Information Box

Principal Amount	\$6,074.78 This is the amount you are borrowing to purchase the goods and/or services from the Dealer plus any fees described below that we add, including applicable taxes.
Annual Interest Rate	9.99% (0.00% for the first 6 months) starting from the Interest Start Date <ul style="list-style-type: none"> The annual rate of Interest to be charged for the period starting on the Interest Start Date to the end of the Term. No interest is charged from the beginning of the Term to the Interest Start Date. Interest is calculated daily on the outstanding Principal Amount and charged on each Regular Payment date. Interest is also calculated daily on overdue interest (compounded interest) at the Annual Interest Rate until the overdue interest is paid in full. The Interest Start Date is the date that is 6 months after the Date of Advance.
Annual Percentage Rate	10.55% The Annual Percentage Rate is the interest rate for a whole year (annualized) plus certain fees for the period, calculated for the period starting from the Interest Start Date to the end of the Term.
Term	The Term starts on the Date of Advance and continues for 60 Months after the Interest Start Date The Term is open, which means all or part of the Principal Amount may be repaid at any time without a prepayment charge or penalty.
Date of Advance	November 30, 2017 OR The day that payment in full for the Goods/Services is due to the Dealer This is the date when the Amount of Loan is advanced to the Dealer on your behalf.
Payments	\$129.04 Each Regular Payment is due on the same day of the month corresponding to the Interest Start Date (or the last day of the month, if there is no such date). Your first Regular Payment is due one month after the Interest Start Date. All payments will be applied first to the accumulated cost of borrowing, then to any other fees that are due, and then to the outstanding Principal Amount.
Amortization Period	60 Months Based on the current terms and conditions, your loan will take 60 months to pay in full, after the Interest Start Date.
Prepayment Privilege	You can pay down all or a portion of your loan at any time without any prepayment charge or penalty.
Prepayment Charges	Not applicable.
Default Insurance	Not applicable.
Other Fees	Borrower Registration Fee: \$89.78 Missed or returned or refused payment due to insufficient funds: \$50.00

Financell[®]Peter Bekker
Loan ID #6045707
Page 2 of 8**Loan Agreement**

This loan agreement (together with any amendments made to it or any schedule attached to it or any document deemed to be incorporated into it, from time to time, this "Agreement") is between Peter Henry Bekker (collectively, "you" or "your") and Financell Canada Inc. d/b/a Financell ("we", "us" and "our"), as agent for a lender (or any successor or future lender) unless we subsequently advise you that we are entering into this Agreement as the lender. This Agreement sets out the terms and conditions for your loan that will be used to finance your purchase of goods and/or services ("Goods/Services") from Big Iron Drilling Ltd. ("Dealer").

1. LOAN DETAILS

a. Amount of Loan	\$5,985.00
b. Borrower Registration Fee	\$89.78
c. Principal Amount (a + b)	\$6,074.78
d. Annual Interest Rate	<p>9.99% (0.00% for the first 6 months) starting from the Interest Start Date.</p> <ul style="list-style-type: none"> The annual rate of interest to be charged for the period starting on the Interest Start Date to the end of the Term. No interest is charged from the beginning of the Term to the Interest Start Date. Interest is calculated daily on the outstanding Principal Amount and charged on each Regular Payment date. Interest is also calculated daily on overdue interest (compounded interest) at the Annual Interest Rate until the overdue interest is paid in full. The Interest Start Date is the date that is 6 months after the Date of Advance.
e. Term	The Term starts on the Date of Advance and continues for 60 Months after the Interest Start Date
f. Date of Advance	November 30, 2017 OR The day that payment in full for the Goods/Services is due to the Dealer
g. Regular Payments	\$129.04
h. Amortization Period	60 Months, after the Interest Start Date
i. Total Obligation	\$7,746.08
j. Annual Percentage Rate	<p>10.55%</p> <p>The Annual Percentage Rate is the interest rate for a whole year (annualized) plus certain fees for the period, calculated for the period starting from the Interest Start Date to the end of the Term.</p>
k. Total Cost of Borrowing/Total Cost of Credit	\$1,761.08

FinancetSMPolar Banker
Loan ID: 48048707
Page 3 of 8**1. LOAN DETAILS (CONTINUED)**

i. Address	#21, 743010 Range Road 50, Sexsmith, AB, T0H 3C0
m. Collateral Description	Marvel IV Water Softener & Shock Chlorinator and as described on the attached Security Addendum, if any, and/or the invoice for the purchase and sale of the Goods/Services.

2. LOAN

- a. You agree to pay us the Total Obligation. Each Regular Payment is due on the same day of the month corresponding to the Interest Start Date (or the last day of the month, if there is no such date). Your first Regular Payment is due one month after the Interest Start Date.
- b. All payments will be applied first to the accumulated cost of borrowing, then to any other fees that are due, and then to the outstanding Principal Amount. If you pay all Regular Payments on their due dates and you do not default under this Agreement, the amount owing at the end of the Term will be the Outstanding Balance, unless this Agreement is renewed under Section 5 or you make a prepayment. Interest is calculated daily on the outstanding Principal Amount from the Interest Start Date and charged on each Regular Payment date. Interest is also calculated daily on any amounts owing and unpaid under this Agreement, including overdue interest, at the Annual Interest Rate until the overdue interest or other amount is paid in full, both before and after default and demand. No interest will be charged from the start of the Term to the Interest Start Date. Payments are applied first to the cost of borrowing, then to any other fees owing, and then to the outstanding principal. The cost of borrowing is calculated by adding the interest to be paid over the Term plus any other charges that must be added to the cost of borrowing under applicable laws. All payments due under this Agreement must be made by pre-authorized debit.
- c. You irrevocably authorize and direct us to pay the Amount of Loan to the Dealer on your behalf. If you have enrolled in the optional loan protection, you irrevocably authorize and direct us to pay the optional loan protection premium, plus applicable taxes, to the insurer.

3. PREPAYMENTS

You may prepay all or a part of this loan at any time without any prepayment charge or penalty. If you make a partial prepayment, you must still continue to make your payments as set out in this Agreement until all amounts due under this Agreement are paid in full. Any partial prepayments will be credited against the outstanding balance of the amount owing under this Agreement when the partial prepayment was made and shall be applied against the then outstanding Principal Amount. If you prepay the full outstanding balance due under this Agreement, you may be entitled to a refund of a portion of any non-interest charges included in the Total Cost of Credit/Cost of Borrowing. Any refund will be calculated in accordance with the following formula: $R = A \times (n - m) / n$, where R is the amount to be refunded, A is the amount of the non-interest charges, n is the period between the time the non-interest charge was charged and the end of the Term, and m is the period between the time the non-interest charge was charged and the prepayment.



Feter Banker
Loan ID #3048707
Page 4 of 8

4. OPTIONAL PRODUCTS AND SERVICES

You do not have to purchase optional loan protection insurance or any other type of insurance or product to enter into this Agreement. Loan protection insurance is optional and you may obtain similar services from other sources. If you have applied and been accepted for loan protection insurance in connection with the loan provided under this Agreement, you will pay the Optional Loan Protection Premium as set out in Section 1. You irrevocably authorize and direct us to pay to the insurer, or as otherwise directed by the insurer, the Optional Loan Protection Premium plus applicable taxes. You may cancel your loan protection insurance at any time by contacting us and the insurer. Contact information for the insurer is set out in your insurance certificate. If you cancel your loan protection insurance during the 30 day period after the day you sign this Agreement, your loan protection insurance will be cancelled effective as of the 30th day. If you cancel at any other time, the cancellation will be effective as of the day that we process your notice of cancellation. You may be entitled to a refund of the proportional amount of any charges for the optional loan protection insurance paid by you or added to the Principal Amount but unused as of the cancellation date calculated in accordance with applicable laws.

5. EXTENSION AND RENEWALS

We may extend, renew or amend this Agreement with your consent without diminishing our interest in the Collateral or your obligations under this Agreement. In addition, if the Amortization Period is longer than the Term, we have the option to renew this Agreement at the end of the Term and the Annual Interest Rate for such renewed and amended Agreement will be (i) an annual interest rate equal to Financelt Prime (or any successor thereto) plus 7.29% or (ii) as determined by us and disclosed by notice to you. If we choose to renew this Agreement, we will provide you with at least ninety (90) days written notice before the end of the Term advising you of (a) the final date of the existing Term, (b) the final date of the renewed Term, and (c) all required disclosures for the renewed Agreement, including the Annual Interest Rate. This notice will tell you that this Agreement will automatically renew unless we receive written notice from you at least thirty (30) days before the end of the Term that this Agreement should not be renewed and the Outstanding Balance (or the amount then still owing on the Outstanding Balance) should be withdrawn from your bank account at the end of the existing Term. Financelt Prime is the variable rate of interest per year determined by us from time to time for all loans made by us in Canadian dollars ("Financelt Prime").

6. GOODS/SERVICES

- a. You acknowledge and agree that: (i) you have selected and received the Goods/Services from the Dealer; (ii) you have carefully inspected the Goods/Services and are satisfied with and have accepted the Goods/Services; (iii) if the Goods/Services were installed, they have been installed in accordance with the contract you entered into with the Dealer; (iv) at the time of delivery, the Goods/Services satisfy all representations and warranties (if any) made by Dealer and/or the manufacturer and you confirm that no verbal warranties were made by Dealer and/or the manufacturer about the Goods/Services; or, if the Goods/Services will be provided on a future date, you will provide us with a signed Letter of Completion in the form provided by us to you.
- b. We are not the manufacturer or the provider of the Goods/Services or any related accessories and peripheral components, as applicable. We have not provided you with any representation, warranty or condition (whether oral or written, and whether express, implied, statutory or otherwise) relating to the Collateral, Dealer, manufacturer, any of the Dealer's or manufacturer's affiliates or this Agreement.
- c. If you are not satisfied with the Goods/Services, you will deal directly with the Dealer and/or manufacturer and must continue to pay us all amounts owing under this Agreement without claims, defences or set-offs of any nature.
- d. We will not be liable for any loss, damage or injury of any type arising out of or related to this Agreement or caused or contributed to in any way by the use of the Goods/Services and any related accessories and peripheral components or any indirect, incidental, special or consequential damages or damages for loss of profit, even if reasonably foreseeable.

FinancellSM

Peter Bakker
Loan ID #8048707
Page 8 of 8

7. DEFAULT AND REMEDIES

- a. The occurrence of any one or more of the following events is an event of default ("Event of Default") under this Agreement:
 - i. You fail to make a payment when such payment is due;
 - ii. You breach any other obligation under this Agreement or under any other present or future agreement between us and you;
 - iii. Any representation, warranty, statement or information you provide in this Agreement or in connection with this Agreement, including in any application or other document you give to us, is false or misleading in any respect; or
 - iv. You become or are insolvent, commit an act of bankruptcy or die.
- b. To the extent permitted by law and subject to any notice required by law, upon an Event of Default, the outstanding Principal Amount and all accrued and unpaid interest and fees shall become immediately due on demand by us and we have the right to do any or all of the following in any order and from time to time: (i) seize, collect, receive, enforce or otherwise deal with any or all of the Collateral in such manner, on such terms and conditions and at such times as we deem advisable; (ii) repossess any or all of the Collateral (and enter any premises where it may be located for that purpose and without any liability for damages) and sell, assign, give options to purchase, rent or otherwise dispose of and deliver any or all of the Collateral (or contract to do any of the above), in one or more parcels at any public or private sale, at any exchange, broker's board or our office or elsewhere, with or without advertising or other formality, except as required by applicable law, on such terms and conditions as we may deem advisable and at such prices as we may deem best, for cash or on credit or for future delivery; (iii) exercise any and all rights, privileges, entitlements and options pertaining to any of the Collateral (including under any warranties) as if we were the absolute owner thereof; (iv) deal with any and all agreements and documents forming part of the Collateral to the same extent as you might (including the enforcement, realization, sale, assignment, transfer and requirement for continued performance), all on such terms and conditions and at such time or times as may seem advisable to us; (v) sue you in any place for the amount you owe us; and (vi) exercise any other rights we may have. Sale and other disposition proceeds shall be applied to the amounts that you owe us in whatever order we select and you will pay us any amount still owing unless we are prevented by law from suing you for the balance. Unless prohibited by applicable law, you will pay us on demand all reasonable costs and expenses we incur due to your default under this Agreement. You agree that our rights under this Agreement do not impose any duty or obligation on us to protect your interests and we shall not be responsible for the consequences of any exercise of such rights or any failure to exercise such rights.
- c. If any payment is missed or returned or refused for any reason, in addition to paying us such amount plus interest, you also agree to pay the missed or returned or refused payment due to insufficient funds fee, which is currently \$50.00.

8. SECURITY INTEREST

- a. As security for your payment and performance of all present and future indebtedness, liabilities and obligations of any and every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) to us under, in connection with or with respect to this Agreement, and any unpaid balance (collectively, the "Obligations"), you grant to us a continuing first-priority security interest (the "Security Interest") in the Collateral.
- b. You confirm that you and we have not agreed to postpone the time for attachment of the Security Interest. You agree that we may take any additional steps we deem necessary to perfect and protect the Security Interest, including the filing of PPSA financing statements, financing change statements, and/or other documents against your property and/or on your behalf and at your expense. You waive your right to receive copies of any financing statement, financing change statement or verification statement filed with respect to this Agreement where permitted by applicable law.
- c. You will not sell, rent or otherwise dispose of the Collateral or your interest in it, without our consent. You will keep the Collateral clear of all security interests, mortgages, liens and other claims. If you fail to do so, we may (but do not have to) pay all or part of them and all such amounts paid by us shall form part of the Obligations, shall be due and payable by you to us immediately and shall bear interest until paid at the Annual Interest Rate.
- d. You will notify us before you change your place of residence, your name or the location of the Collateral.
- e. You constitute and appoint us and any of our officers or agents, with full power of substitution, as your true and lawful attorney-in-fact with full power and authority in your place and in your name or in its own name, from time to time in our discretion, to take any and all appropriate action and to execute any and all documents and instruments as, in the opinion of such attorney, may be necessary or desirable to accomplish the purposes of this Agreement. These powers are coupled with an interest and are irrevocable until all of the Obligations are paid in full. Nothing in this Agreement affects our right as secured party or any other person on our behalf, to sign, file and/or deliver all such financing statements, financing change statements, notices, verification statements and other documents relating to the Collateral and this Agreement as we or such other person considers appropriate. You hereby ratify and confirm, and agree to ratify and confirm, whatever lawful acts we or any of our sub-agents, nominees or attorneys do or purport to do in exercise of the power of attorney granted to us pursuant to this provision.



Peter Bakker
Loan ID 46048707
Page 6 of 8

9. REPRESENTATIONS AND WARRANTIES

You represent and warrant to us, and acknowledge and confirm that we are relying upon such representations and warranties in entering into this Agreement, that all information you have provided to us in connection with this Agreement, including on your loan application, is true and correct as of the date you sign this Agreement and will continue to be true and correct during the Term. You will notify us immediately if there is any change to the information provided to us.

10. PERSONAL INFORMATION

Personal information we collect from you and others with your consent includes: name and contact information; bank account information; credit history and financial and identity information from consumer and credit reporting agencies, financial institutions or businesses that you currently have, or have had, financial dealings with, and personal references; income information; information relating to your ongoing interactions with us; Social Insurance Number; driver's license number; date of birth, and other personal identifiers (if you choose to provide them); information in order to locate you or the Collateral if a debt is owed to us; and other information with your consent or as permitted by law. We use personal information to arrange to provide credit to you and otherwise administer our business, including to: open, administer, enforce and collect on your loan; verify your identity in compliance with requirements under anti-money laundering legislation (which may include checking identity against watch lists established by regulatory agencies and similar bodies in Canada and foreign countries); verify your current and ongoing creditworthiness; protect you and us from theft, fraud or other unlawful activities; meet legal, regulatory and self-regulatory requirements; assess your need for, and inform you of, special promotions or products; and for other purposes with your consent or as permitted or required by law. Your personal information may also be shared for these purposes with certain other parties that have financial, employment, or business dealings with us. We may exchange personal information on an ongoing basis with consumer and credit reporting agencies so that they can verify your personal information, ensure the completeness of the information they and we have on file about you, maintain the integrity of the credit granting system, and cooperate with local, provincial and national authorities in order to protect you and us from fraudulent transactions. We may use and disclose your personal information to assignees, prospective assignees and other third parties in connection with the proposed or actual financing, insuring, sale, securitization, assignment or other disposal of all or part of our business or assets (including your loan) for the purposes of evaluating and/or performing these transactions. If you have any questions, [including with respect to our use of service providers located outside of Canada] please call us toll free at 1.888.536.3025 or contact us by mail at Financit Canada Inc., 500 - 296 Richmond Street West, Toronto, Ontario, Canada, M5V 1X2, Attn.: Customer (Borrower) Services.

11. GOVERNING LAW

This Agreement is governed by and interpreted in accordance with the laws of the province or territory where you live as shown on your loan application and the laws of Canada applicable in that province or territory.

12. WAIVERS

You waive, to the fullest extent permitted by law, the benefit of any law, in effect now or in the future, requiring us to elect remedies or to accept surrender of the Collateral instead of damages, and in particular, you agree that *The Limitation of Civil Rights Act* (Saskatchewan), as amended from time to time, will not apply to this Agreement or to our rights, powers or remedies under this Agreement. If we do not strictly enforce our remedies under this Agreement, it will not mean that we have waived our right to do so or any default under this Agreement, unless we tell you in writing that we are waiving that default and our right to enforce our remedies. If we do waive a default under this Agreement and our right to enforce our remedies regarding that default, it shall not be considered to be a waiver by us of any other or later default, whether similar or not, or our right to exercise our remedies in the future.

13. LIABILITY OF PERSONS SIGNING

If more than one of you signs this Agreement, then each of you agrees that: (i) each reference to "you" or "your" in this Agreement refers to each of you; (ii) each of you is liable under this Agreement on a joint and several basis; (iii) each of you is obligated under this Agreement as a principal, and not as a guarantor; (iv) any one of you may act for all of you under this Agreement (including entering into any amendments of this Agreement) and any of those actions by any one of you will be binding on all of you; (v) we will be fully discharged in respect of any of our obligations under this Agreement upon performance of that obligation in favour of any of you; and (vi) the occurrence of an Event of Default under this Agreement by or with respect to you or any one of you will be a default under this Agreement by all of you.

Financelt[®]Peter Baidier
Loan ID #8048707
Page 7 of 8**14. NOTICES**

Notices and other communications under this Agreement shall be given by email to your email address or in the event you have not given us an email address to use for you, to your most recent physical address we have for you. Notice is considered to be given when it is transmitted or sent by us. Primary communication method to Financelt is by email to service@financelt.io or, in the alternative to: Financelt Canada Inc., 500 - 296 Richmond Street West, Toronto, Ontario, Canada, M5V 1X2, tel: 1.800.536.3025, fax: 1.888.754.8570.

15. GENERAL

You acknowledge that (i) except to the extent expressly prohibited by applicable law, your obligations to us under this Agreement are absolute and unconditional and are not subject to any claims, defences or set-offs that you may have against Dealer, manufacturer or any of their affiliates, (ii) none of the Dealer, manufacturer nor any of their affiliates is our agent and none of them has entered into a partnership, joint venture or other similar relationship with us and (iii) neither the Dealer nor any of its affiliates has any power or authority to bind or create any liability for us. We can assign this Agreement, in whole or in part, without notice to you or your consent. Any such assignee will have all our rights under this Agreement and such rights will not be subject to any claims, defences or set-offs that you may have against us. You waive any defence to payment or right of set-off as against any assignee. You cannot assign this Agreement or any of your rights or obligations under it. This Agreement shall apply to and bind you, your heirs, executors, administrators, successors and any assign we consent to and shall endure to the benefit of and may be enforced by us and our successors and assigns. If any provision of this Agreement is prohibited by law, or deemed invalid or void, in whole or in part, by any court, such provision or part of such provision shall be ineffective to the extent of such prohibition or court order without invalidating the remaining provisions of this Agreement. To the extent that any payment due to us under this Agreement would exceed the maximum rate permitted by law, the payment obligation shall be amended and replaced with the maximum lawful amount. All dollar amounts referred to in this Agreement are in Canadian dollars. The place of this Agreement is deemed to be at the address you provided in your loan application. You agree to pay all fees, charges or taxes assessed in respect of this Agreement by any government authority. We may change the Regular Payments without prior notice for increases or decreases in fees, charges and taxes assessed by any government authority. You authorize us to correct any errors on the face of this Agreement, including incorrectly spelled names and these corrections will not invalidate this Agreement. In this Agreement, the words "include" and "including" are deemed to be followed by the words "without limitation". Your obligations under this Agreement shall survive termination of this Agreement to the extent required for their full observance and performance.

16. PRE-AUTHORIZED DEBIT AUTHORIZATION

You have selected to make your payments by pre-authorized debit and you authorize us to debit the bank account identified to us in your loan application or any other account that you may identify to us from time to time, for (i) the amount of each payment due by you under this Agreement on or shortly after its payment due date (each, a "Scheduled Debit Date"), and (ii) any other amount that may become due under this Agreement, on the next Scheduled Debit Date. You acknowledge that we may seek to contact you to obtain a separate authorization for any withdrawal on a date that is not a Scheduled Debit Date. This authorization will remain in effect until you give us written notice of its change or termination. You may cancel this authorization by giving us 30 days' written notice before the next Scheduled Debit Date; however, you must still pay all amounts due or owing under this Agreement. You have certain recourse rights if any debit does not comply with this authorization. For example, you have the right to reimbursement for any debit that is not authorized or is not consistent with this authorization. For more information about your recourse rights, cancellation rights, or to obtain a sample cancellation form, contact your financial institution or visit www.cdnpay.ca. We may assign this authorization to another person or entity without notice to you, unless required by law. You acknowledge that we will not notify you in advance of any withdrawal, and you agree to waive all pre-notification requirements in respect of all withdrawals to be made under this authorization. You confirm that these pre-authorized debits are for personal purposes.

Financelt®

Peter Bakker
Loan ID #6048707
Page 8 of 8**17. OFFER TO LEND**

If the Goods/Services will be delivered or provided to you on a date that is later than the date you sign this Agreement, you agree that you will provide us with a signed Letter of Completion in the form we provide to you or notify us in writing that the Goods/Services are not satisfactory to you. Until we receive the Letter of Completion, and any other documents or information we request in our discretion and we make payment of the Amount of Loan to the Dealer or as directed by the Dealer, this Agreement (whether or not we have signed it) is an irrevocable offer by you to us to be bound by this Agreement and will not come into force or be binding on us but without limiting your obligation to reimburse us for any expenses we have incurred. When this Agreement is accepted by us as evidenced by payment of the Amount of Loan to the Dealer or as directed by the Dealer by us, this Agreement shall be fully in force. We have no obligations to you until that time and for greater certainty can notify you at any time before such acceptance that this Agreement is terminated. If required by law, we will send you a revised disclosure statement setting out any changes to the initial disclosures provided to you in this Agreement.

By signing below: (i) you have read this Agreement and disclosure statement in its entirety and agree to be bound by its terms and conditions; (ii) you acknowledge that you have received a completed copy of this Agreement; and you agree and consent to the collection, use and disclosure of your personal information as contemplated in Section 10 (Personal Information) above and, in particular, you consent to us obtaining credit, financial and related personal or business information about you (including a consumer or credit report) from any credit bureau or credit reporting agency from time to time. These consents will be valid so long as required to fulfill the purposes described in this Agreement.

Signature: _____



(Peter Henry Bakker)

Date: _____

30 11 2017

(DD/MM/YYYY)

By signing this loan agreement and accepting the Goods/Services, (i) you have acknowledged and are deemed to have acknowledged that you are not a Politically Exposed Person (PEP), the Head of an International Organization (HIO) or a Family Member or Close Associate of either or (ii) if you are a Politically Exposed Person, a Head of an International Organization or a Family Member or Close Associate of either, you agree to complete the Declaration Form [which can be found at www.financelt.ca/documents/financelt/en/PEP.pdf]. Defined terms have the meanings given to them in the Declaration Form.

Financelt Canada Inc.
296 Richmond Street West, Suite 500
Toronto, ON M5V 1X2
1.888.536.3025

Tab B

License / Registration Certificate

Date of Issue

Feb 10, 2020

Licence/Registration Number

350754

Expiry Date

Feb 28, 2022

Date Printed: Feb 10, 2020

Mailing

Address ● **Financeit Canada Inc.**
d/b/a: **Financeit Canada Inc.**
296 RICHMOND ST W SUITE 500
TORONTO ON M5V 1X2

Is licensed/registered to Operate As: **Direct Seller**

CONSUMER FINANCING

This Licence/Registration does not exempt the licensee from other municipal licensing requirements.

This Licence/Registration is NOT AN APPROVAL of any arrangements or incentive plans between the business and its sales representatives distributors. Nor is it an approval of the goods or services sold by the business named on this Licence/Registration.

Misrepresenting this Licence/Registration as an approval or endorsement by the Government of Alberta could result in the Licence/Registration being suspended or cancelled.

Business ● **421 7TH AVE SW SUITE 1700**
Address' **CALGARY AB T2P 4K9**

This Licence/Registration is not transferable. Should licensee cease to operate any or all classes of business listed or change location or change legal entity, Licence/Registration must be returned to Department.



Director of Fair Trading

To confirm this licensee is actively licensed check www.alberta.ca/business-licences.aspx or call 1-877-427-4088.

EXHIBIT D3

July 7, 2020

04339-F09-2020

Financelt Canada Inc.
296 Richmond Street West
Toronto, Ontario, Canada, M5V 1X2,
Attention: Julie-Anne Cardinal, Deputy General Counsel

Dear Ms. Cardinal,

I acknowledge receipt of your letter received by Service Alberta, on July 6, 2020, as a notice of appeal.

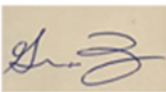
Pursuant to the provisions of the *Consumer Protection Act* (CPA), the Minister accepts your letter as a notice of appeal of the Director's decision to administer a Director's Order to Financelt Services Inc. to cease offering goods and/or services door-to-door in the Province of Alberta until licenced, and cease offering goods and/or services door-to-door until such time as Financelt Services Inc. utilizes and offers to a consumer a sales contract that meets the requirements of the Act and Regulation.

Pursuant to section 179 (2) of the *Consumer Protection Act*, an appeal board will be appointed to hear the appeal within 30 days of receipt of the notice.

Once appointed, the appeal board chair will contact you directly with further details on the process and scheduling of the appeal. All relevant documents and reports will be provided as part of the disclosure package for the appeal.

If you have any questions regarding the appeal process, please contact me at the email or number below.

Sincerely,

X 

Grace Findlay

Grace Findlay
SA Appeals Administrator
grace.findlay@gov.ab.ca
780-901-4942

EXHIBIT D4

IN THE MATTER OF AN APPEAL BY
FINANCEIT SERVICES INC. PURSUANT TO
SECTION 179 (1) OF THE
CONSUMER PROTECTION ACT
RSA 2000 c. C-26.3

AND

IN THE MATTER OF THE DECISION BY THE DIRECTOR TO ADMINISTER A
DIRECTOR'S ORDER TO FINANCEIT SERVICES INC. TO CEASE OFFERING
GOODS AND OR/SERVICES DOOR-TO-DOOR IN THE PROVINCE OF ALBERTA
UNTIL LICENCED, AND CEASE OFFERING GOODS AND/OR SERVICES DOOR-
TO-DOOR UNTIL SUCH TIME AS FINANCEIT SERVICES INC. UTILIZES AND
OFFERS TO A CONSUMER A SALES CONTRACT THAT MEETS THE
REQUIREMENTS OF THE *CONSUMER PROTECTION ACT* (CPA) AND
DESIGNATION OF TRADES AND BUSINESSES REGULATION ON June 9, 2020.

APPOINTMENT

Pursuant to section 179 of the *Consumer Protection Act* (CPA), I hereby appoint the following persons to an Appeal Board, for the appeal by Financeit Services Inc. of the decision by the Director to administer a Director's Order to Financeit Services Inc. to cease offering goods and/or services door-to-door in the Province of Alberta until licenced, and cease offering goods and/or services door-to-door until such time as Financeit Services Inc. utilizes and offers to a consumer a sales contract that meets the requirements of the CPA and Designation of Trades and Businesses Regulation:

- Ms. Virginia May, Chairperson
- Mr. Kent Pallister, Panel Member
- Mr. Lyle Berge, Panel Member

The Appeal Board must hold a hearing within 10 months of the date of appointment.

The Appeal Board must give its written decision in this matter not more than 45 days after the conclusion of the hearing.

Dated at the City of Edmonton, in the Province of Alberta, this 23rd day of
JULY, 2020.



Cynthia Farmer
Deputy Minister

Stephen Bill
Acting For