✧ IMPORTANT INFORMATION ABOUT THE OPTIONAL MBNA® CREDITWISE® PLAN

You are eligible for enrollment in the optional MBNA CreditWise plan if you are at least 18 years of age and a Canadian resident. Only one cardholder per Account is eligible to enroll and will be insured for benefits. You are not eligible for the optional MBNA CreditWise plan if your Account is greater than 90 days past due. Your certificate(s), which indicate(s) your effective date of coverage, will explain all benefits and terms of coverage, and will be mailed to you upon enrollment. In the meantime, if you would like to retain this important information about the optional MBNA CreditWise plan, please make a photocopy prior to mailing your completed application. You may cancel this coverage at any time and with no obligation within 30 days of receipt of the certificate(s). Critical Illness, Involuntary Unemployment, Loss of Self-Employment, and Disability coverage terminate at age 70 while Accidental Death and Accidental Dismemberment coverage continue beyond the age of 70. The maximum benefit will equal the insured indebtedness (excluding any past due amounts or amounts over your credit limit) up to $30,000. The monthly benefit will equal the minimum monthly payment on your Account from your date of loss.

BENEFITS AND TERMS

Involuntary Unemployment and Disability: Payments will be made for up to 24 full months, or until you return to work, or until you receive the maximum benefit, whichever comes first. Benefits begin after the 30th consecutive day of unemployment or disability and are retroactive to the first day of loss. For unemployment coverage, you must be gainfully employed at least 30 hours a week for an employer other than yourself for a period of 90 consecutive days prior to the date of loss.

Loss of Self-Employment: Payments will be made for up to 6 full months (maximum monthly payment $500). To be eligible you must be self-employed and your incorporated business must be forced into creditor induced bankruptcy evidenced by a court document. You must remain unemployed from gainful employment (working for an employer or being self-employed at least 30 hours per week) for more than 30 consecutive days. The business must be incorporated for a period of 24 consecutive months prior to your date of loss.

Accidental Death Insurance/Accidental Dismemberment/Critical Illness: For accidental death, the benefit will be made in the amount of your insured indebtedness at the time of death. For accidental dismemberment benefit, the payment will be made in the amount of the insured indebtedness at the time of the accident for the total and irrevocable loss of a hand at or above the wrist, a foot at or above the ankle, or the sight in one eye. For the critical illness benefit, the payment will be made in the amount of the insured indebtedness at the time of diagnosis for heart attack, stroke, cancer, coma, coronary artery disease [bypass surgery only], major organ transplant, multiple sclerosis, muscular dystrophy, paralysis, renal failure, Alzheimer's or total blindness.

GENERAL

Exclusions which may vary by coverage, include: retirement, voluntary resignation, pregnancy or childbirth, bankruptcy within the first 12 months of the effective date, intentionally self-inflicted injuries, suicide, bacterial infection, certain pre-existing conditions within the first six months, a total disability beginning within the first six months of coverage as a result of a condition that requires medical diagnosis or treatment during the six month period immediately proceeding the effective date of coverage, elective abortion, mental illness or drug/alcohol addiction or use, loss due to war or riot, riding in an aircraft for aerial navigation, intoxication, loss caused by or resulting from the use or taking of any narcotic, barbiturate or any prescription drug unless taken or used as prescribed by a physician, disease or condition first diagnosed within 60 days from the effective date or diagnosed with a covered disease prior to the effective date and have not completed a period of 180 days free of all symptoms, medical treatment/services including taking drugs/medicine for such disease or condition, committing or attempting to commit a crime, non-invasive cancer in-situ, Karposi's sarcoma, Stage 1 Hodgkin's Disease, any skin cancer other than malignant melanomas and localized non-invasive tumors.

Cost: $0.99 per $100 per month of the greater of your insured cycle-ending balance, average daily balance or balance subject to finance charge plus applicable taxes, to a maximum of $20,000.

Underwriters: The optional MBNA CreditWise Plan is underwritten by American Bankers Insurance Company of Florida and the American Bankers Life Assurance Company of Florida, Assurant Solutions™ companies of North York, Ontario under policy forms WFR1 (9/05) R and LUZ (9/05) R. For claims inquiries, please call 1.800.340.4717.

Rev. 07/07

IMPORTANT DISCLOSURES

(Exact as of January 2008; all information subject to change.)

Annual Fee	None.
Annual Percentage Rate	The annual percentage rate for Purchases is 16.99% and the annual percentage rate for Cash Advances is 18.99%. See Account Agreement for details.
Grace period for repayment of Purchase balances	At least 25 days, if each month we receive payment in full of your New Balance Total by the Payment Due Date.

For information on non-interest fees, please call 1.866.600.2276, 24 hours a day, 7 days a week.

Please visit us at www.mbnacanada.com

OTHER IMPORTANT INFORMATION

At a 16.99% annual percentage rate, a $100 balance would accrue a monthly interest charge of $1.45. At an 18.99% annual percentage rate, a $100 balance would accrue a monthly interest charge of $1.62. Finance charges will accrue on new Purchases only if the prior statement's "New Balance Total," if any, is not paid in full by its due date. Finance charges will accrue on other Purchases only if either of the two prior statements' New Balance Totals, if any, is not paid in full by their respective due dates. When applicable, finance charges on each Purchase accrue daily from the transaction date or the first day of the billing cycle, whichever date is later, until the date that the Purchase is completely repaid. Finance charges on Cash Advances accrue daily from the transaction date until fully repaid.

TERMS AND CONDITIONS OF OFFER

Offer valid for Canadian residents only. I (the Primary Applicant) certify that the information stated in this application is true and correct. I am at least 18 years old (19 years for residents of provinces where 19 is the minimum adult age) in the province in which I reside. I request that you (MBNA Canada Bank) establish an MBNA Canada Bank MasterCard Account opened in my name as the Primary Cardholder, or such other card account as you may approve ("Account"), and send me renewals, substitutes, or replacements issued at your discretion. I accept that you may, at your discretion, periodically consider my Account for an automatic upgrade. In the event that MBNA Canada is not able to fulfill this request by offering me a credit card account, I expressly authorize you to refer my application to a customer service representative who may contact me to discuss other consumer loan products that you wish to make available to me.

I agree to comply with and be bound by the credit card agreement relating to my Account that you send, as amended or replaced from time to time ("Agreement"). I agree that if I sign, use or accept my Account, it will mean that I have requested and received the card, Account and Agreement, and that I understand and agree with you to everything written there and here. I, as the PRIMARY APPLICANT will be the PRIMARY CARDHOLDER and I agree I will be liable for all use of, and any interest, fees or other charges to, the Account, whether on the primary or any additional cards. An additional cardholder is an Authorized User of the card Account. The Authorized User authorizes and consents to the sending of the additional card, Agreement, and any future revisions and monthly statements to the Primary Cardholder. I also acknowledge that the Account, if approved, will not be used by any third party other than a third party specifically designated by me as an authorized user, and then only in accordance with MBNA policies and procedures then in effect. I and any Authorized User consent to and authorize you, your affiliates, service providers and others you may designate to monitor and/or record our telephone conversations with any of your or their representatives to help ensure quality service.

Δ In respect of MBNA agreeing to process debits against my bank account, I warrant and guarantee that all persons required to sign on a bank account authorized by me have signed this agreement. The debits will be processed at such times and in such amounts as I may authorize and are payments on my MBNA Canada Account. I may revoke this authorization at any time by giving not less than thirty (30) days notice to MBNA at the address provided in my Account Agreement.

LANGUAGE

§ You and MBNA agree that if no box is checked, you have expressly requested that any agreement and related documents be drawn up in English. / Vous et MBNA convenez que si aucun choix n'est effectué, vous avez expressément demandé que toute convention et tout document qui s'y rattachent soient rédigés en langue anglaise.

PRIVACY TERMS

You are urged to read these TERMS thoroughly as it relates to important matters dealing with your privacy rights. It includes consent to collect, disclose, use and process personal information for the purposes identified. It also provides some illustrative examples to help you understand the nature of the personal information and how it relates to the purpose.

PRIVACY TERMS FOR APPLICANT

I understand that to evaluate my credit application and to continue monitoring my credit status, as well as my ongoing eligibility for credit and for the purposes noted below, MBNA Canada, its affiliates and any of their respective agents and service providers will have access to Personal Information about me. "Personal Information" is any information relating to an individual which allows that individual to be identified.

CONSENT TO USE OF PERSONAL INFORMATION

MBNA Canada collects, discloses, uses and processes Personal Information to: (a) evaluate, monitor, maintain, service and collect any account I may have with you, including disclosing or exchanging Personal Information with credit reporting agencies, to develop your relationship with me, and to offer financial products and services, including evaluating the needs, wants and satisfaction levels of your cardholders and analyzing and managing your business; (b) administer services, monitor my purchases, transactions, and payments, and evaluate my credit eligibility, for the purposes set out herein; (c) verify my identity or that of any authorized user concerning the Account and maintain security measures aimed at protecting you from identity theft, fraud and unauthorized access to your Account; (d) comply with legal and regulatory requirements and/or for any purpose required by law; (e) if my Account is issued and serviced by MBNA on behalf of an endorsing financial institution, such as my local bank or credit union, to share all Personal Information collected by MBNA with such financial institution including its agents and/or brokers; (f) promote and market products and services offered by MBNA, or by carefully selected companies, which are directly related to the Account (such as Balance Transfers and alternative payment methods), including by means of direct marketing; and (g) promote and market products and services offered by selected companies (also known as secondary marketing), such as long distance or cellular telephone service, credit insurance, and card registry services.

I may ask to be suppressed from offers under (f) and (g) at any time after my Account has been opened by calling MBNA Canada at 1.866.845.0980. I will receive no offers under (f) and (g) for the first 30 days after the opening of my Account to provide me with the opportunity to make my privacy choice known to you. I understand that if I withdraw consent at any time to the evaluation of my credit application, to the monitoring of my credit status or my ongoing eligibility for credit, MBNA may no longer be able to maintain my credit Account. MBNA will process my request within five (5) business days but I understand that it may take 90 days for full effect as marketing campaigns may already be in process. This will not limit information you may provide to me in statements or when I contact you. If I provided my Social Insurance Number, MBNA will only use it to match credit reporting agency information and for security verification and Account maintenance purposes. To access my Personal Information in your possession or make corrections to it, I may write to you at: MBNA Canada, Privacy Office, P.O. Box 9660, Station T, Ottawa, ON, K1G 6M9.

PRIVACY TERMS FOR APPLICANT AND AUTHORIZED USERS

Personal information held on behalf of the Issuer by its affiliates, agents and/or service providers may be located in the United States or other countries outside of Canada and will be subject to the same levels of security as those described in our Privacy and Personal Information Protection Notice, while also being subject to the laws of the jurisdiction in the country in which the information is held.

NATURE OF INFORMATION COLLECTED

The information we collect from time to time may include:

- Information to identify you such as name, date of birth, contact information, government issued documentation details (for example, a driver's licence), and your background (for example, occupation);
- Information for the provision of products and services (for example, language and other preferences, and information on a loyalty or reward program attached to your product);
- Information relating to transactions arising from your relationship with or through us (depending on the product or service, this may include purchase details, details about how you make payments to us or use our products to make payments to others)

We collect information from various sources including from you directly through applications, correspondence or other communications, through the products and services you use, from others with your consent (such as credit reporting agencies and other lenders) or other permitted sources. We will review and analyze information in various ways. For example, when we monitor transactions we use proprietary techniques to help identify transactions that may be of risk from a credit, fraud or money laundering and terrorist financing perspective. This involves our understanding you and your ordinary use of our products and services in order to identify unusual activity. It also includes addressing Information in relation to information from other sources including our own records to detect suspicious patterns or connections.

Privacy Notice — To obtain more information about our policies and procedures in protecting your privacy, including how to request and make corrections to your information held by us, visit our website at http://www.mbna.ca/privacy.html or call us at 1.800.404.1319 to request a copy of our Privacy Notice.

Disclosures, terms and conditions and other information are accurate as of date shown and are subject to change. For current information, please call 1.877.862.7759, 24 hours a day, 7 days a week.

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APP-12-07-0672.C&U.AH.Toronto.Scarborough