

DEALER APPLICATION

FILL out the form. PRINT and sign it. RETURN it to bquinn@yoursqi.ca or via fax 888-823-9212. A void cheque must accompany this application.

1. Company Information			
Full Legal Company Name:			Phone:
Operating Name:			Fax:
Years in Business (Under current ownership):	# of Installers:	# of Sales People:	Email (to be used by Smart Home for sending updates and notifications):
Type of Business (Circle One): Sole Proprietorship Partnership Incorporated			Website:
Nature of Business:			
Address:		Unit:	City:
Province:	Postal Code:	TSSA #:	
2. Principal/Owner Information			
1) Name:			Home Phone:
Percentage of Ownership (%):			Mobile Phone:
Home Address:			Date of Birth (dd/mm/yr):
2) Name:			Home Phone:
Percentage of Ownership (%):			Mobile Phone:
Home Address:			Date of Birth (dd/mm/yr):
3. Product and Sales Information			
Main products sold:			
Manufacturer's brands sold:			
Annual Sales Volume (\$):		Average Transaction Size (\$):	
Current % Financed:	Current Consumer Finance Provider:		
Do you use Direct Sales Contracts (Circle One): Yes No			
4. Financial Information			
Bank Name:			Phone:
Bank Address:			Contact Name:
5. Consent			
<p>By executing below, the Principal in his or her personal capacity ("I", "me") and the Company ("We") certify that all the information contained in this Dealer Application is true and complete. I/We authorize and consent to EcoHome Financial Inc. and its underwriters, funders, agents, successors and assigns ("EFI") collecting, using and disclosing information relating to the Company and personal information of the Principal for the purposes of credit adjudication by EFI to enable EFI to provide leasing and lending services to the Company and its customers. I/We consent to EFI obtaining information relating to me and the Company, including reports from credit reporting agencies in connection with this application. EFI may also disclose information relating to me or the Company to third parties, such as but not limited to, credit reporting agencies, financial institutions, financing companies and EFI's insurance brokers and insurers. EFI may also disclose such information where required or permitted by a person with regulatory authority.</p>			
Authorized Signature: _____			Title: _____ Date: _____
Authorized Signature: _____			Title: _____ Date: _____



PERSONAL INFORMATION TRANSFER AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 20_____

AMONG:

SMART HOME FINANCIAL CORPORATION, a corporation incorporated under the laws of Ontario, 15-160 Applewood Cres. Concord ON L4K 4H2 ("SMARTHOME")

-and-

Company Name _____,

under the laws _____

(the Company: " _____ ")

Address _____, Prov _____

Postal Code _____

WHEREAS SMARTHOME, in the course of its business as equipment finance company, has a commercial relationship with the Company;

AND WHEREAS in the course of dealings between the Company and SMARTHOME, Personal Information (as defined below) (a) may be collected or created by the Company on behalf of SMARTHOME; (b) may be used by the Company on behalf of SMARTHOME, and/or (c) may be disclosed by the Company to SMARTHOME;

AND WHEREAS certain Canadian federal, provincial and territorial privacy legislation sets out certain requirements regarding the collection, use and disclosure of personal information;

AND WHEREAS it is in the best interests of the Company and SMARTHOME to enter into this Agreement to reflect such legislative requirements;

NOW THEREFORE in consideration of the premises and the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Personal Information means information collected by the Company on behalf of, or for the purpose of disclosure to, SMARTHOME about an identifiable individual but does not include the name, title or business address or telephone number of an employee of an organization.

1. The Company represents and warrants, and acknowledges that SMARTHOME is relying on such representations and warranties, that:



(a) the Company has obtained the prior consent of each individual for the collection, use and disclosure of Personal information as contemplated by this Agreement;

(b) the Company has collected Personal Information in accordance with (i) all applicable laws, (ii) any agreements to which the Company is a party and (iii) all applicable internal policies and procedures of the Company; and

(c) no adverse claim has been made against the Company in respect of the Personal Information with regard to the collection, use or disclosure of the Personal Information, except such claims that, if adversely determined against the Company, would not materially impact the economic value or utility of the Personal Information.

2. The Company shall comply with all applicable laws, regulations and rules in the collection, creation, use, storage and disclosure of Personal Information;

3. The Company shall not use or disclose any Personal Information except to the extent required to perform the obligations of the Company within the scope of the commercial relationship between the Company and SMARTHOME and under this Agreement. In the case of disclosure of Personal Information by the Company to a third party, the Company shall require such third party to enter into an agreement imposing obligations upon the third party with respect to the collection, use and disclosure of such Personal Information which are substantially similar to those obligations set out herein.

4. The Company acknowledges and agrees that (a) Personal Information may include sensitive personal (including financial) information, and (b) the Company shall use at least the same degree of care in maintaining the security and confidentiality of all Personal Information as it uses in maintaining the confidentiality of its own confidential information of comparable sensitivity and importance, but in no event with less care than is reasonable given the sensitive nature of such Personal Information.

5. SMARTHOME shall have the right to review from time to time the measures adopted by the Company to perform its obligations under this Agreement, including without limitation, attending at the Company's premises to review such practices. The Company shall provide its full co-operation in connection with such review.

6. The Company shall promptly notify SMARTHOME in writing and, at the cost of the Company, provide its full co-operation to SMARTHOME in connection with any claim, inquiry, complaint, investigation or remedial action regarding the collection, storage, use or disclosure of Personal information.

7. The Company shall retain all Personal Information only for so long as is reasonably necessary to complete the purposes for which the Personal Information was provided and as otherwise permitted by applicable law, unless otherwise specified by the mutual written agreement of the parties. The Company shall return to SMARTHOME, or as directed by SMARTHOME, delete or destroy the Personal Information, in each case promptly upon any expiration or termination of this Agreement.



8. The Company shall indemnify and hold harmless SMARTHOME, its affiliates, and each of their respective employees, agents, officers and directors against and from all claims, liabilities, Losses, costs, expenses, damages, suits and demands (including without limitation legal fees on a full indemnity basis) suffered or incurred by or that may be made or brought against SMARTHOME in connection with a breach by the Company of this Agreement, which indemnity from the Company will be enforceable without right of set-off, counterclaim or defense as against SMARTHOME.

9. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.

10. This Agreement shall be governed by, and construed and enforced in accordance with, the laws in force in the Province of Ontario (excluding any conflict of laws rule or principle which might refer such construction to the laws of another jurisdiction).

11. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein, and no supplement, modification or waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. In the event of conflict between the terms of this Agreement and the terms of any other agreement (including, without limitation, any vendor program or relationship agreement) between the parties, the terms of this Agreement shall prevail to the extent of such conflict. Nothing in this Agreement shall be construed to limit SMARTHOME's rights or remedies under any such agreement.

12. This Agreement shall continue until the termination or expiry of all commercial relations between the parties, upon which termination or expiry of this Agreement will be deemed to be terminated. Notwithstanding the foregoing, the provisions in sections 7, 8, 10, 11 and 12 shall survive the termination or expiry of this Agreement and shall continue in full force and effect until such time as the parties hereto agree in writing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date and year first above written.

SMART HOME FINANCIAL CORP.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____