



## Credit Application

### GENERAL INFORMATION:

Business Trade Name (DBA) \_\_\_\_\_

Business Legal Name (as it appears on business license) \_\_\_\_\_

Billing Address (Street, City, Province & Postal Code) \_\_\_\_\_

Shipping Address (if different - Street, City, Province & Postal Code) \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email \_\_\_\_\_

Website \_\_\_\_\_

A/P Contact \_\_\_\_\_

Phone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Email \_\_\_\_\_

GST# \_\_\_\_\_

PST# \_\_\_\_\_

Officer/Owner Name \_\_\_\_\_

Title \_\_\_\_\_

Type of Business:

Partnership

Proprietorship

Corporation

Number of Years in Business \_\_\_\_\_

Number of Employees \_\_\_\_\_

### Profile

Do you sell, install and support phone systems for your clients?  Yes  No (If No, skip this section)

If yes, which brand(s) and how many deployments in the past 12 months? \_\_\_\_\_

What other products and services do you offer your customers? \_\_\_\_\_

What is the average size and type of business you cater to? \_\_\_\_\_

Do you sell managed services or any other monthly recurring service model? If so, please explain. \_\_\_\_\_



**BANKING INFO**

Bank \_\_\_\_\_ Address \_\_\_\_\_  
Account Number \_\_\_\_\_ Banking Contact \_\_\_\_\_  
Phone Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

**CREDIT CARD INFO**

Credit Card # \_\_\_\_\_ Expiration Date \_\_\_\_\_  
Card Type \_\_\_\_\_ CVV \_\_\_\_\_  
Name on Card \_\_\_\_\_ Card Holder Signature \_\_\_\_\_  
Billing Address \_\_\_\_\_

**TRADE REFERENCES: (2 references required)**

Name \_\_\_\_\_ Company \_\_\_\_\_  
Title \_\_\_\_\_ Address (Street, City, Province, Postal Code) \_\_\_\_\_  
Phone \_\_\_\_\_ E-mail \_\_\_\_\_  
Account No. \_\_\_\_\_ Credit Limit /Terms \_\_\_\_\_

Name \_\_\_\_\_ Company \_\_\_\_\_  
Title \_\_\_\_\_ Address (Street, City, Province, Postal Code) \_\_\_\_\_  
Phone \_\_\_\_\_ E-mail \_\_\_\_\_  
Account No. \_\_\_\_\_ Credit Limit /Terms \_\_\_\_\_

The undersigned:

- 1. Agrees to be bound by the terms and conditions of sale provided for CI Gear invoices issued, from time to time, to the undersigned;
- 2. Warrants that the information contained in this Application is and any information provided to CI Gear will be true, complete and correct;
- 3. Authorizes and consents to the receipt and exchange of credit information by CI Gear from time to time, including the exchange of credit information with any credit reporting agency, credit bureau, or any person or corporation with whom the undersigned has or purposes to have financial relations;
- 4. Agrees that the undersigned will be liable for all charges to its account with CI Gear and that the undersigned will be required to pay in full all invoices issued against trade/purchases, from time to time, by CI Gear upon the terms and conditions provided for in such invoices.

Legal Name of Applicant \_\_\_\_\_

Print Name \_\_\_\_\_ Signature of Officer \_\_\_\_\_

Print Title \_\_\_\_\_ Witness Signature \_\_\_\_\_

Date \_\_\_\_\_ Witness Name \_\_\_\_\_



**Agreement for the Exchange of Confidentiality Information**

This Agreement will provide protection for information to be exchanged between us, which we do not wish to become public while maintaining our ability to conduct our respective business activities. This Agreement, (the "Agreement") is entered into in \_\_\_\_\_ this \_\_ day of \_\_\_\_\_, 2008 between:

\_\_\_\_\_ (RESELLER), the corporation having its office at \_\_\_\_\_  
\_\_\_\_\_.

And

CONVERMATION INC (CI GEAR), the corporation having its office at 9033 Leslie Street, Unit 19, Richmond Hill, Ontario, L4B 4K3, Canada

The parties hereto agree as follows:

1. RESELLER and CI GEAR understand that the each party hereto is interested in exploring the possibility of establishing a business relationship with the other party hereto. In connection with this possible transaction between RESELLER and CI GEAR are interested in being (the Proposed Relationship"), RESELLER and CI GEAR are interested in being furnished with certain information relating to the other party. All such information provided by or at the request of RESELLER and CI GEAR, as the case may be, to the other party or his agents, representatives (including attorneys, accountants and financial advisers), directors, officers or employee (collectively, "Representative") shall be considered as "Confidential Information", regardless of whether such information is identified as such at the time it is provided.
2. As a condition to furnishing the other party with such Confidential Information, RESELLER and CI GEAR hereby agree to treat confidentially such Confidential Information. The term "Confidential Information" will also include all analysis, compilations, studies or other documents prepared by the receiving party or his Representative containing or based in whole or in part on any Confidential Information.
3. CI GEAR and RESELLER hereby agree that the Confidential Information will not be used in any way detrimental to the party disclosing such information (including, without limitation, entering into a business relationship with another person or entity introduced to such party by the other party), will be kept confidential by it and his Representatives and shall not, except as hereinafter provided, without the prior written consent of the disclosing party be disclosed by it or his Representatives, in any manner whatsoever, in whole or in part, and shall not be used by it or his Representatives other than for the purpose of evaluating his interest in entering into the Proposed Relationship. Moreover, CI GEAR and RESELLER further agree to transmit Confidential Information only to those of his Representatives who need to know such information for the purchase of evaluating the Proposed Relationship and who shall (i) be advised of this Agreement and (ii) agree in writing to be bound by the provisions hereof. CI GEAR and RESELLER shall be responsible for any breach of this Agreement by its/his respective Representatives.



4. Without the prior written consent of the disclosing party, RESELLER and CI GEAR will not, and will direct their Representatives who are given access to the Confidential Information not to, disclose to any person (other than a person authorized hereunder) the fact that the Confidential Information has been made available, that discussions or negotiations between RESELLER and CI GEAR are taking place or any of the terms, conditions or other facts with respect to be broadly interpreted to include without limitation any corporation, company, partnership and individual.
5. In the event that CI GEAR or RESELLER (or such company's Representatives) are requested or become legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information or the fact that the Confidential Information has been made available, that discussions or negotiations between RESELLER and CI GEAR are taking place or any of the terms, conditions or other facts with respect to the Proposed Relationship, it is agreed that CI GEAR or RESELLER (or such company's Representative), as the case may be, will provide the disclosing party with prompt written notice of such request(s) so that the disclosing party may seek protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the disclosing party waives compliance with this Agreement, the non-disclosing party agrees that it will furnish only that portion of the Confidential Information and other information which is legally required.
6. The term "Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a results of a disclosure by the non-disclosing party or his Representatives, (ii) was available to the non-disclosing party on a non-confidential basis prior to this disclosure by the disclosing party or his Representatives, (iii) becomes available to the non-disclosing party on a non-confidential basis from a source other than the disclosing party or his Representatives, provided, however, that such source is not bound by a confidentiality agreement with respect to such information, or (iv) was known by the non-disclosing party or in his possession prior to the date it was disclosed by the disclosing party, as evidenced by written materials.
7. It is further understood and agreed that no failure or delay by the disclosing party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Also, it is agreed that the disclosing party shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, and that both parties agree to submit to the jurisdiction of the Province of Ontario, Canada in any matter concerning this Agreement. The parties further agree that the laws of Province of Ontario, Canada shall govern this Agreement, without regard to any conflict of laws provisions. The prevailing party in any action brought pertaining to this Agreement shall be entitles to receive reasonable attorney's fees, including costs and fees upon appeal.
8. This Agreement may be executed in several counterparts, all of which together shall constitute one and the same agreement, and facsimile or scanned pdf signatures shall be considered original signatures. The parties further agree that additional parties may be added to this Agreement by obtaining their signatures hereon in the manner set forth in the proceeding sentence.



9. The term of this Agreement shall be one year from the Effective Date. The obligations of this Agreement will remain in effect for five years after the date of the last disclosure of Confidential Information hereunder, at which time the obligations of this Agreement will terminate: provided, however, that the obligations of this agreement shall remain in effect with respect to trade secrets until such time that such information is no longer a trade secret. Upon termination of discussions concerning the possible business relationship or upon Discloser’s request, Recipient will return or, upon requesting and receiving the written authorization of Discloser, destroy all Confidential Materials.

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IN WITNESS WHEREOF, this Agreement has been executed on and as of the date first above written.

\_\_\_\_\_  
 Reseller’s legal company name

By \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

CONVERMATION INC. (CI GEAR)

By \_\_\_\_\_

Title: Director

Print Name: Kashan Chaudhry