

AGREEMENT					
Date of Agreement:		Contract Number:		Place of Agreement:	
Lender's Name: EcoHome Financial Inc.		And:	Name of Borrower:		Name of Co-Borrower:
Lender's Address: 4055 St-Catherine Street West, Suite 196, Westmount, QC H3Z 3J8			Address:		
Lender's Phone Number, Fax Number/Email: 1-888-859-0059, 1-877-689-3863, info@ecohomefinancial.com			Address of Co-Borrower:		
OPC Permit#: 17035	GST Number: 853110112		QST Number: 1225154291	Borrower Phone/Email:	Co-Borrower Phone/Email:
ABOUT THE DEALER					
Dealer's Name:		Dealer's Address:			
Dealer's Phone Number/Fax Number/Email:					
ABOUT THE EQUIPMENT (And as may be described on the invoice for the purchase and sale of the equipment)					
EQUIPMENT DESCRIPTION (including make, model and serial number)					
CREDIT CHARGES DISCLOSURE					
1	Net Capital	\$	4	Total Credit Charges for the whole term of this Agreement (2 + 3)	\$
2	Interest	\$	5	Total Obligation (1 + 4)	\$
3	Fees	\$	6	Credit Rate (per annum)	%
TERMS OF PAYMENT					
Term (in months)			First Payment Date (one month from the Date of Agreement)		
Monthly Payment Amount		\$	Monthly Payment Date		
Payment Frequency		Monthly	Final Payment Date		
PAYMENT INFORMATION					
Pre-Authorized Debit (PAD). Your PAD date will be your Monthly Payment Date.					
<p>You authorize us to make withdrawals from the account identified in the attached sample cheque (the "Account") for payment of (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. If a Scheduled Debit Date falls on a weekend or a statutory holiday, your Account will be debited on the next business day. You understand 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 drawn under this authorization.</p> <p>You acknowledge that this PAD is personal. You warrant and guarantee that all persons whose signatures are required on your Account have signed this Agreement and you agree that you will notify us, in writing, of any change in your Account information before the next Scheduled Debit Date. You direct the financial institution at which your Account is located (the "Bank") to debit your Account for such withdrawals and you acknowledge that delivery of this authorization to us constitutes delivery to your Bank. You agree that your Bank has no duty to determine whether pre-authorized debits of your Account for amounts due under this Agreement comply with this authorization.</p> <p>Any cancellation by you of this authorization will be effective on the 10th day following receipt by us of your written notice of cancellation, and will not affect your obligation to make the payments required under this Agreement. You can obtain more information about your right to cancel (including a sample cancellation form) from your financial institution or at www.payments.ca. You have certain recourse rights if any debit does not comply with this authorization. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with the terms of this authorization. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca. Please attach your personal cheque unsigned and marked VOID.</p>					

TERMS AND CONDITIONS

1. Details of Your Contract for the Loan of Money

This Contract for the Loan of Money, together with any schedules attached to it or any document deemed to be incorporated into it at the time this Agreement is executed (this "Agreement"), is entered into between the Borrower(s) and Lender named above for the loan (the "Loan") to finance your purchase of goods and/or services ("Goods/Services") from the Dealer. In this Agreement, "**you**" and "**your**" refer to the Borrower(s) named above and "**we**", "**us**" and "**our**" refer to EcoHome Financial Inc., Services financiers EcoHome and our successors and assigns.

We agree to make the Loan to you on the terms and conditions set out in this Agreement and you irrevocably authorize and direct us to pay the amount of the Net Capital directly to the Dealer.

2. Principal Obligation

We will perform our principal obligation on the date of this Agreement.

3. Terms of Payment

- (a) Unless otherwise agreed to and authorized by us in writing, your Total Obligation is payable to us at:
Ecohome Financial Inc.
4055 St-Catherine Street West, Suite 196
Westmount, QC **H3Z 3J8**
for the Term in equal monthly payments of the Monthly Payment Amount on the Monthly Payment Date of each consecutive month (or if there is no such date in that month, on the last day of the month) starting on the First Payment Date and a final payment of the Monthly Payment Amount being due on the Final Payment Date, as disclosed on the first page of this Agreement.
Your credit charges begin to accrue from the Date of Agreement. We will apply each payment and any other payment that you make from time to time first to credit charges due, if any, and then to the outstanding Net Capital of your Loan.
- (b) You must authorize us to withdraw each Monthly Payment Amount from your deposit account (at a bank or other financial institution) by completing the Pre-Authorized Debit agreement above. It is your responsibility to notify us if the information that you provided in the Pre-Authorized Debit agreement changes. If you do not pay the Monthly Payment Amount by pre-authorized debit on the Monthly Payment Date, you will be in default under this Agreement.
- (c) You shall give to us as acknowledgment of or security for your obligation the following object or document:
None.
- (d) Payment Default: Credit charges, whether imposed before and after maturity, default and judgment, are computed in accordance with the method set out in the *Consumer Protection Act* (Quebec). As a result, you understand and agree that if any deferred payment is not paid on the exact scheduled date provided for under section **3(a)**, as applicable, the amount of the Total Credit Charges referred to in the Credit Charges Disclosures will differ from the amount shown.

4. Warranties and Limit of Liability

You acknowledge that 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 Goods/Services, Dealer, manufacturer or any of the Dealer's or manufacturer's affiliates. If you are not satisfied with the Goods/Services, you will deal directly with the Dealer and/or manufacturer. We will not be liable for any loss, damage or injury of any type arising out of or related to 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.

5. Default and Forfeiture of the Benefit of the Term

You will be in default under this Agreement if any of the following occurs:

- i. You fail to make a payment by pre-authorized debit when payment is due;
- ii. You breach any other obligation under this Agreement;
- iii. Any representation, warranty, statement or information you provide in this Agreement or in connection with this Agreement, application or other document you give to us, is false or misleading in any respect;
- iv. You become insolvent; or
- v. You are declared bankrupt (each an "event of default" or "default").

In the event of a default, all amounts owing will be immediately due and payable.

"Clause required under the Consumer Protection Act.

(Clause of forfeiture of benefit of the term)

Before availing himself of this clause, the merchant must send the consumer a notice in writing and a statement of account.

Within **30** days following receipt by the consumer of the notice and the statement of account, the consumer may:

- (a) either remedy the fact that he is in default;
- (b) or present an application to the court to have the terms and conditions of payment prescribed in this contract changed.

It is in the consumer's interest to refer to sections **104 to 110** of the *Consumer Protection Act* (chapter P-**40.1**) and, where necessary, to communicate with the Office de la protection du consommateur.”.

6. Prepayment

You can prepay the balance of the Total Obligation and any other amounts you owe under this Agreement, in whole or in part, at any time without penalty. You may prepay the full amount by calling us at **1-888-859-0059**. If you make any partial prepayment, you must continue to make your deferred payments as set out in section **3(a)**, as applicable, until all amounts owing under this Agreement are paid in full.

7. Assignment

You will not sell, assign, transfer any of your rights or obligations under this Agreement without our prior written approval. We may sell, transfer, assign or otherwise dispose of our interest in this Agreement without notice to you or your prior consent.

8. No Waiver

No waiver or delay by us from taking action for any reason under any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver by us of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided. To the extent allowed by law, we may take other action not described in this Agreement and by doing so we will not lose our rights under this Agreement.

9. Consumer Rights

“Clause required under the Consumer Protection Act.

(Contract for the loan of money)

(1) The consumer may cancel this contract without charge within **2** days following that on which each party takes possession of a duplicate of this contract. To

cancel the contract, the consumer must:

- (a) return the money to the merchant or his representative if he received the money at the time each party took possession of a duplicate of the contract;
- (b) send a notice in writing to that effect, or return the money to the merchant or his representative if the money was not returned to him at the time each party took possession of a duplicate of the contract.

The contract is cancelled, without further formality, as soon as the consumer returns the money or forwards the notice.

(2) If the consumer uses the money to make full or partial payment for the purchase or lease of goods or services, he may, if the money lender and the vending or leasing merchant regularly work together with a view to the granting of loans of money to consumers, plead against the money lender any ground of defence that he may urge against the vending or leasing merchant.

(3) The consumer may pay, in whole or in part, amount of his obligation before maturity.

The balance due is equal at all times to the sum of the balance of net capital and credit charges computed in accordance with the Act and the General Regulation made under the Act.

(4) The consumer may, once a month and without charge, request a statement of account from the merchant; the latter must furnish him with the statement of account or forward it to him as soon as possible but at the latest within **10** days of the receipt of the request.

In addition to the statement of account prescribed above, the consumer who wishes to pay the balance of his obligation before maturity may, at all times and without charge, request a statement of account from the merchant; the latter must furnish him with the statement of account or forward it to him as soon as possible but at the latest within **10** days of the receipt of the request.

It is in the consumer's interest to refer to sections **73, 74, 76, 91, 93** and **116** of the *Consumer Protection Act* (chapter P-**40.1**) and, where necessary, to communicate with the Office de la protection du consommateur.”

10. Privacy

You consent to our (including our affiliates and anyone acting on our behalf) collection, use and disclosure of your personal information for any of the following purposes: to confirm your identity, to evaluate your creditworthiness, to administer this Agreement, to perform internal statistical analysis, to assign or securitize any amounts payable by you under this Agreement, to meet legal, regulatory, security and processing requirements, or as otherwise required or permitted by law. If you have provided personal information relating to a third party, you have obtained consent from that individual.

For the purpose of this Agreement, we have the right to make credit inquiries about you, from time to time, and you irrevocably consent to our receipt and exchange of credit information from credit reporting agencies or personal information agents, your employer, your references and persons with whom you have or may expect to have financial dealings. We may also disclose your personal information to a purchaser or potential purchaser in the context of a sale or potential sale of all (or substantially all) of our business or the acquisition of an interest in our share capital.

The file containing your personal information will be maintained on our servers or those of our service providers and will be accessible by our authorized employees, agents and mandataries who require access to perform their job responsibilities. Some of our service providers may be located outside Canada and your personal information may be transferred, stored or otherwise processed outside Canada and be subject to the laws and regulations applicable in these foreign jurisdictions.

If you have any questions, including with respect to our use of service providers located outside of Canada, or would like to request access to or correction of your personal information, please call us toll free at **1-888-859-0059** or contact us by mail at the address listed below, Attn.: Privacy Officer. All matters surrounding our collection, use and disclosure of your personal information are fully explained in our Privacy Policy, a copy of which is available at <http://ecohomefinancial.com/privacy-policy/> or upon making a request to us in writing to the address listed below. A list of our current affiliates is also available upon making a request to us in writing to the address listed below.

EcoHome Financial Inc. – 4055 St-Catherine Street West, Suite 196, Westmount, QC, H3Z 3J8
Attention: Privacy Officer or by e-mail at privacy@ecohomefinancial.com

11. Miscellaneous

This Agreement will be governed by the laws of the Province of Quebec and the federal laws of Canada applicable therein. This Agreement contains the entire agreement between you and us. This Agreement is binding upon you and your heirs, successors, executors, administrators and legal representatives. You authorize us to correct any clerical errors to the Agreement without your acknowledging same. Notwithstanding any representation by anyone to the contrary, the Dealer is not an agent or representative of EcoHome, except for the purposes of signing this Agreement on behalf of Ecohome.

12. Language

The parties have expressly requested that this Agreement and all documents, including notices, related hereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que la présente convention, ainsi que tous documents, y compris avis, connexes soient rédigés en anglais.*

13. Your Liability

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 solidary (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; (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; and (vii) each of you waives any right to require us to proceed against any other party or pursue any other remedy (including the right to the benefit of division).

IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT.

By signing below: (i) you have read this Agreement in its entirety and agree to be bound by its terms and conditions; and (ii) you agree and consent to the collection, use and disclosure of your personal information as contemplated in section **10** (Privacy Statement) 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.

ECOHOME FINANCIAL INC.:

Signature

Name (on behalf of EcoHome)

BORROWER:

Name of Borrower

Signature of Borrower

CO-BORROWER:

Name of Co-Borrower

Signature of Co-Borrower