

Secured Visa Card Referral Program Application Form



Section A – Referrer Information

Date: _____

First Name: _____ Last Name: _____

Company Name: _____

Address: _____

City: _____ Province: _____ Country: _____ Postal Code: _____

Primary Phone: _____ Secondary Phone: _____ Fax: _____

E-mail Address: _____ Website Address: _____

Occupation Type: Mortgage broker Mortgage Agent Other

How long in occupation/business: _____ Business Base Store Front Office Building Home

Professional Membership (please specify): _____

IMPORTANT: Each monthly cheque for referral fees will be payable to the Company Name provided and mailed to the address above. A list, showing the name of each referrer and the amount earned as referral fee for that month, will be attached to the cheque. The Company will credit the referrer accordingly.

Section B – Disclaimer

I have read and understand the terms and conditions listed in the Home Trust Secured Visa Card Referral Service Agreement (“Service Agreement”).

I, the undersigned, represent and warrant that I am at least 21 years of age on the effective date of this Service Agreement, and;

I certify the information provided is true and correct and by signing below I agree to be bound by the terms and conditions of the Service Agreement with Home Trust Company.

I can accept referral fees

I cannot accept referral fees

Signature (Required): _____

Date (mm/dd/yy): _____

Scan and Email to: visa.referral@hometruster.ca

Fax: Attn: Secured Visa Department (416) 360-8909 or toll free (866) 299-2212

**Mail: Home Trust Company
Attn: Secured Visa Department, 145 King Street West
Suite 2500, Toronto, ON M5H 1J8**

Secured Visa Card Referral Program Service Agreement



This Referral Service Agreement (hereinafter referred to as "Agreement") is made by and agreed to between Home Trust Company ("HTC"), and you the undersigned ("Referrer"). As a federally regulated trust company and Visa credit card issuer, HTC facilitates "Referral Marketing Program" through select and registered referral partners ("Referrer"). A "Referral Marketing Program" is where a person, entity, and its affiliates or its agents may earn financial compensation ("Referral Fees") for every completed Home Trust Secured Visa Card application referred to HTC, which is subsequently approved by HTC.

Section A – Relationship

In the context of this Agreement, the Referrer agrees to:

1. Conduct its business concerning the "Program" with the usual high standards expected by HTC that is considered usual and customary for the financial services industry, and in compliance with all applicable federal, provincial and local laws.
2. Restrict its distribution of information and promotion of Home Trust Secured Visa Card to only the materials provided and approved by HTC, including any subsequent materials that may be provided to the Referrer by HTC in writing.
3. Submit and receive written approval from HTC prior to the use of any materials, advertising, promotion or other information that will be published or distributed in print, audio, visual or electronic form, in the public domain that has not been directly provided by HTC for those purposes.
4. Refrain from soliciting any additional service fees, handling fees or other financial compensation directly from applicants in exchange for information about or applications for, a Home Trust Secured Visa Card.
5. Ensure that for security deposits provided directly from applicants, that all applications being referred to HTC are signed by the applicant, and accompanied by a security deposit (personal or personal certified cheque, money order or bank draft from a Canadian Financial Institution) for the required amount, made payable to "Home Trust Company". **Applicants must send their application and security deposit directly to Home Trust Company. The Referrer further agrees not to accept cash from any applicant.**
6. Ensure that for security deposits provided from the proceeds of a mortgage advance to the applicant, that all applications being referred to HTC are signed by the applicant, and accompanied by a security deposit in the form of cheque for the required amount, made payable to "Home Trust Company" from the solicitor executing the mortgage refinance transaction. The security deposit cheque should be delivered directly to HTC with the application with a clear notation that the security deposit is from the proceeds of a mortgage advance. **The Referrer further agrees not to accept cash from any applicant.**

In the context of this Agreement, HTC agrees to:

1. Provide the Referrer with a unique ID# for the purposes of tracking applications, approved accounts and monthly assessment of Referral Fees.
2. Make application forms available online on the referral website www.hometrusted.ca/securedreferral.aspx or in file copy on request.

The relationship of the Referrer to HTC shall be solely that of an independent contractor, and nothing contained in this Agreement shall be construed otherwise. Nothing in this Agreement or in the business or dealings between HTC and the Referrer shall be construed to make them joint venturers or partners with each other. Neither party shall do anything to suggest to third parties that the relationship of the Referrer and HTC is anything other than that of independent contractors.

If the Referrer is a company or entity with multiple agents or persons participating in the Agreement and requiring unique tracking ID #'s,

Section B – Referral Fees

1. In order for HTC to record the tracking of referral applications, the unique tracking ID # provided by HTC to the Referrer must be legibly printed or typed on all application forms referred to HTC by the Referrer. Failure to do so will result in the forfeiture of the Referral Fees for that application.
2. HTC shall make payable to the Referrer's company name, unless otherwise requested, the sum of \$35.00 CDN per approved Home Trust Secured Visa Card that has the Referrer's unique ID# on the original application.
3. HTC will distribute the applicable Referral Fees to the Referrer on a monthly basis.
4. In the event that the Referrer cannot or does not want to accept financial compensation for participating in the Program, the Referrer can indicate such refusal at the end of the Agreement.

Section C – Proprietary Rights and Licenses

1. It is understood that this Agreement does not allow the Referrer to use, or transfer the right to use any logos, graphics, trademarks, copyrights or likenesses of HTC, Home Trust Visa or Visa Canada/Visa International without expressed prior written permission.
2. This Agreement is not assignable by the Referrer hereto without the prior written consent of HTC.

Section D – Termination of Relationship

1. HTC has the right to terminate this Agreement or withdraw the Referrer from the Program at its sole discretion and without notice. If such termination occurs, HTC will immediately notify the Referrer in writing. The Referrer is then obligated to remove and/or destroy all materials pertaining to HTC and Home Trust Visa in its possession, whether it is in printed, audio, electronic or any other form.
2. In addition to its right of termination without notice or stated cause, HTC has the right to terminate this Agreement immediately if any of the following occur:
 - a) operation of an illegal business by the Referrer;
 - b) engaging in any illegal activity of any type, including but not limited to printing, displaying, publishing or distributing illegal content;
 - c) causing or enabling any applications to be made that are not in good faith;
 - d) material breach of the provisions of this Agreement;
 - e) breach of any other intellectual property right provision of this Agreement or other intellectual property rights of HTC or Visa Canada/Visa International; and
 - f) in the event of a material breach by the Referrer of any obligation imposed upon it pursuant to this Agreement.

Section E – Privacy and Confidentiality

HTC or the Referrer may provide the other with information that is confidential and proprietary to that party or a third party, as is designated by the disclosing party ("Confidential Information"). The receiving party agrees to make commercially reasonable efforts, but in no case no less effort than it uses to protect its own Confidential Information, to maintain the confidentiality in order to protect any proprietary interests of the disclosing party. Confidential Information shall not include (even if designated by a party) information that is or becomes part of the public domain through no act or omission of the receiving party, or is lawfully received by the receiving party from a third party without restriction on use or disclosure and without breach of this Agreement or any other agreement without knowledge by the receiving party of any breach of fiduciary duty, or that the receiving party had in its possession prior to the date of this Agreement.

Section F – Collection and Use of Application Data

All information collected on an application for use in assessing an applicant's request for a Home Trust Secured Visa Card is private and confidential to the applicant, and the Referrer promises not to disclose publicly, other than under compulsion of law, including subpoena, any applicant information that has been collected for the sole purpose of credit granting and cannot be used by Referrer.

Section G – Term and Notices

This Agreement shall commence upon the Referrer's confirmation that it has accepted this Agreement by returning a signed copy of the Referral Program Membership Form to HTC.

Section H – Authority and Compliance with Laws

The Referrer represents and warrants to HTC that the person executing this Agreement is authorized to do so on the Referrer's behalf. Both HTC and the Referrer are responsible for compliance with the applicable local laws in the jurisdiction from which they operate and represent and warrant such compliance. The laws of the Province of Ontario shall govern this Agreement.

Section I – Limitation of Liabilities

With the exception of a party's indemnification obligations, any liability of HTC under this agreement shall be limited to the total of the Referrer's referral fees payable during the term of this agreement. Neither party shall be liable to the other party, or any third party, for any consequential, exemplary, special, incidental, or punitive damages, including, but not limited to, loss of goodwill, lost profits, business interruption, loss of programs or other data, even if advised of the possibility of such damages or claim.

Section J – Indemnification

The Referrer will be responsible for compliance with all applicable laws, rules and regulations, and will indemnify and hold HTC harmless from and against any liabilities, costs, and expenses incurred by HTC in connection with this Agreement.

Section K – Force Majeure

Neither party shall be liable by reason of any failure or delay in the performance of its obligations hereunder for any cause beyond the reasonable control of such party, including but not limited to electrical outages, riots, insurrection, war (or, similar), fires, flood, earthquakes, explosions, and other acts of God.

Section L – Severability/Waiver

If any provision of this Agreement is held by any court of competent jurisdiction or regulator to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect. The parties shall in good faith attempt to modify any invalidated provision to carry out the stated intentions in this Agreement. The waiver of any breach of any provision under this Agreement by any party shall not be deemed to be a waiver of any preceding or subsequent breach, nor shall any waiver constitute a continuing waiver.