

CANADIAN RESELLER APPLICATION CONTRACT

PLEASE FAX COMPLETED APPLICATION TO:

For Canada (except Quebec): (905) 755-1398 | For Quebec only : (514) 334-2701

PLEASE NOTE:

****Only typed applications will be accepted. This PDF can be filled in electronically.****

- Applicants must be a reseller of technology products.
- All purchases are intended for resale within Canada only.
- Allow 5 business days for processing your application.
- Any false information or statement will lead to termination of your request for an account at Ingram Micro.
- There is a \$195.00 administration fee. We only charge if an application is accepted.

CHECKLIST OF REQUIREMENTS TO PROCESS THIS COMPLETED FORM:

- Credit card authorization section must be completed, signed and dated.
- Copy of a void company cheque, pre-printed by bank regardless of the method of payment requested.
- Photocopy of Provincial tax or business certificate(s) for all provinces(s) that Applicant would ship within Canada (see chart below for requirements).
- Audited recent year-end financial statements are required for Net 30 terms requests.
- All applicants must complete the Electronic Recycling Program Declaration Form on pg. 7 of this application.
- Resellers should provide Ingram with copies of Provincial Business Registration or Tax Exemption Certificate(s), as applicable, for all provinces in Canada that they intend to drop-ship the merchandise.

INGRAM MICRO WILL ONLY CONSIDER RESELLERS WITH CURRENT PROVINCIAL REGISTRATION

(PLEASE SEE THE FOLLOWING FOR FURTHER DETAILS OR CONTACT OUR NEW ACCOUNTS DIVISION)

Province	Provincial Tax Exemption Requirement
Alberta	Business License or Certificate of Incorporation or Provincial Registration
British Columbia	GST/HST/BN Registration Number (Goods & Service Tax/Harmonized Tax/Business Number) as per written confirmation from Revenue Canada (CRA)
Manitoba	Certificate of Registration
New Brunswick	Certificate of Incorporation/Certificate of (Renewal of) Business Name
Newfoundland and Labrador	Certificate of Registration
Nova Scotia	Certificate of Registration
Ontario	GST/HST/BN Registration Number (Goods & Service Tax/Harmonized Tax/Business Number) as per written confirmation from Revenue Canada (CRA)
Prince Edward Island	Certificate of Registration
Quebec	Taxe de vente du Québec/Tax Certificate
Saskatchewan	Ministry of Finance License

NOTE: Certain manufacturers require resellers to obtain authorization before allowing them to purchase. You may need to complete additional forms from the manufacturers whose products you choose to sell.

Fields indicated by * are mandatory fields and will not allow you to proceed unless completed.

FAX TRANSMITTAL COVER PAGE

*Reseller Name:		
*Contact Name:		
*Telephone Number:		EXT:
Fax Number:		
*Email Address:		



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OFFICE USE ONLY	IS#:	LEAD #:	CUSTOMER #:
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*Do any owner(s)/officer(s)/principal(s)/shareholder(s) have or had an account with Ingram Micro worldwide? YES NO
 If Yes, Account Name: _____ Account Number: _____

*Have any of the owner(s)/officer(s)/principal(s)/shareholder(s) filed for bankruptcy before? YES NO
 If Yes, provide details: _____

*PREFERRED METHOD OF PAYMENT (Check only one listed option)

- Prepaid (Visa & MasterCard only, Wire Transfer, EFT, Certified Cheque, Debit @ Pick-up counter only)
- Net 30 Terms, Please include most recent year-end audited financial statement. Credit Requested: \$ _____
 Financial statements require a balance sheet and income statement.
 Financial statements not audited must be signed and dated by the company's owner/officer. The statement's time period must also be indicated.

GENERAL COMPANY INFORMATION

*Company legal name: _____

*Company trade name: _____

Company web address: _____

*Billing address: _____

_____ Suite / Unit: _____

*City: _____ *Prov. /State: _____ *Postal /ZIP Code: _____

*Tel. : _____ EXT: _____ *Fax: _____

*Shipping address: _____

_____ Suite / Unit: _____

*City: _____ *Prov. /State: _____ *Postal /ZIP Code: _____

*Tel. : _____ EXT: _____ Fax: _____

*Type of business: Sole Proprietorship Partnership Incorporated

*Number of locations: _____ *In business since: _____ Incorporated since: _____

Are you publicly traded? YES NO Exchange traded on: _____ Symbol: _____

Subsidiary or parent company name: _____

*Business premises are: Owned Rented Leased *Landlord: _____

*Contact: _____ *Tel. : _____

BANK INFORMATION (This section must be fully completed)

*Name of bank: _____ Address: _____

*City: _____ *Prov. : _____ *Postal Code: _____

*Tel. : _____ EXT: _____ Fax: _____

*Account type: Business Personal *Account number: _____ Credit Line \$: _____



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NAME OF OWNERS/OFFICERS

*Name: _____ *Position: _____

SIN: _____ Date of birth: _____

*Address: _____

Suite / Unit: _____ *City: _____ *Prov. /State: _____ *Postal /ZIP Code: _____

Name: _____ Position: _____

SIN: _____ Date of Birth: _____

Address: _____

Suite / Unit: _____ City: _____ Prov. /State: _____ Postal /ZIP Code: _____

TRADE REFERENCES (Related industry purchases during the past 12 months – if available)

*Company name: _____

*Address: _____

Suite/Unit: _____ *City: _____ *Prov. /State: _____ *Postal /ZIP Code: _____

*Tel. : _____ EXT: _____ Fax: _____

Credit Line: \$ _____ Terms: _____

Company name: _____

Address: _____

Suite/Unit: _____ *City: _____ Prov. /State: _____ Postal /ZIP Code: _____

Tel. : _____ EXT: _____ Fax: _____

Credit Line: \$ _____ Terms: _____

Company name: _____

Address: _____

Suite/Unit: _____ City: _____ Prov. /State: _____ Postal /ZIP Code: _____

Tel. : _____ EXT: _____ Fax: _____

Credit Line: \$ _____ Terms: _____

CONTACTS (Authorized to purchase or have access to information from Ingram Micro)

*Accounts payable contact: _____

*Tel. : _____ Ext: _____ *Email: _____

Name: _____

Tel. : _____ Ext: _____ Email: _____

Name: _____

Tel. : _____ Ext: _____ Email: _____



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GENERAL INFORMATION (For more details, visit <http://ca.ingrammicro.com/corporate/corporate.jsp>)

Permission is hereby granted to obtain credit information from all references listed in this application, including, without limitation, my/our bank. I/we are not aware of any facts which may adversely impact the truthfulness or completeness of the financial information submitted to Ingram Micro Inc. ("Ingram Micro"). I/we authorize Ingram Micro and its representatives, from time to time, to obtain copies of my/our financial records and discuss my/our affairs with my/our auditors and other professionals, as the case may be. I/we undertake to promptly and punctually provide Ingram Micro with monthly financial statements, accounts payables and accounts receivable lists, ledgers and/or journals, prepared in accordance with Canadian Generally Accepted Accounting Principles in effect from time to time (GAAP), no later than on the tenth (10th) day of the following month. All financial information which is or may in the future be submitted in support of this or any subsequent application is and shall be true and complete in all respects. I/we undertake to immediately advise Ingram Micro of any unfavourable change in my/our financial position which may adversely affect my/our ability to pay or perform my/our obligations under any credit terms or facility granted by Ingram Micro. I/we undertake to provide Ingram Micro with any additional information, of whatsoever kind or nature, which it may reasonably require under the circumstances, said additional information, together with any and all previously referenced financial information, being hereinafter collectively referred to as the "Information". I/we acknowledge that should any of the Information reveal itself, in whole or in part, to be untrue and/or incomplete, in any material respect, or should Ingram Micro consider that the Information no longer supports the credit line and/or credit terms in force at any given time, Ingram Micro shall be entitled, at its entire discretion, to immediately (i) modify the amount of our credit line and/or credit terms, (ii) terminate same and/or (iii) suspend or cancel any pending or future orders, the whole without any recourse or right of claim, of whatsoever kind or nature, against Ingram Micro. Nothing contained herein shall operate as a renunciation to Ingram Micro's right to terminate its business relationship with us at any time and at its entire discretion, as regards any future orders. Without in any way restricting the generality of the foregoing, Ingram Micro may, at its entire discretion, cancel or restrict the availability of any unutilized portion of any credit facility or credit terms which may be in force from time to time. Any account that does not exceed aggregate net purchases of \$10,000.00 annually may be reviewed and/or deleted. Ingram Micro reserves the right to charge \$195.00 plus applicable taxes to reactivate any account for which there has been no purchase activity during the six preceding months.

Payment terms may vary from prepaid, prepaid certified, credit card or net terms from the date of invoice unless otherwise specified. All amounts past due shall bear interest at the rate of eighteen percent (18%) per annum, calculated monthly. All invoices will be due and payable on or before the Company's current credit terms at the time of invoice. All amounts owing to Ingram Micro must be paid without any right of offset, set-off, deduction or compensation. In addition to its rights as provided herein above, Ingram Micro reserves the right to cancel and/or suspend any pending or future orders until all amounts past due (inclusive of collection fees, which shall include legal fees, disbursements and interest) are paid. I/we solidarily agree and undertake to indemnify and hold Ingram Micro harmless with respect to any and all claims, of whatsoever kind or nature, resulting from my/our failure to respect the terms of any eventual agreement(s), of whatsoever kind or nature, with Ingram Micro and/or the actions taken by Ingram Micro in connection therewith, including, without limitation, any and all claims for indirect special or consequential damages, business interruption, loss of profit, loss of goodwill or otherwise, as the case may be. In the event that my/our bank returns any cheque, I/we understand that a service charge of \$50.00 will be applied to my/our account.

All product sales by Ingram Micro are subject to applicable Ingram Micro Sales Terms and Conditions, as published on Ingram Micro's website at www.ingrammicro.ca, at the time of sale, which are deemed to be incorporated herein by way of reference. No amendment or waiver of any provision of this document or of the Ingram Micro Sales Terms and Conditions shall be effective unless they are in writing and signed by Ingram Micro. Any inconsistency between the terms of this document and those of the Ingram Micro Sales Terms and Conditions shall be resolved in favour of the latter, as amended from time to time.

I/we will not create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest or other encumbrance, of any nature whatsoever, on any product purchased from Ingram Micro, until all amounts owing to Ingram Micro have been paid.

I/we hereby authorize Ingram Micro to obtain personal and credit information about me/us (if I/we operate as a sole proprietor or partnership) and/or our Company (if our business is incorporated) from any source, including but not limited to Equifax Canada Inc. By my/our signature(s) below, I/we acknowledge in this notice of writing, Ingram Micro's intent to obtain this information. I/we authorize Ingram Micro, when asked by credit reporting agencies or similar entities, to disclose information about myself/us, and/or the applicant, which it considers appropriate under the circumstances. I/we solidarily agree and undertake to indemnify and hold Ingram Micro harmless with respect to any and all claims, of whatsoever kind or nature, resulting from Ingram Micro's disclosure of information as aforesaid, including, without limitation, any and all claims for indirect special or consequential damages, business interruption, loss of profit, loss of goodwill or otherwise, as the case may be. I/we make this application on behalf of the above-mentioned applicant and understand that the information contained therein is for the explicit use of Ingram Micro and its subsidiaries.

I/we acknowledge that if this application is made by two or more persons, the account resulting thereof will be opened in the names of all such persons, who shall, at all times, remain solidarily liable for all merchandise sold by Ingram Micro and all indebtedness owed to Ingram Micro by any such persons. I/we hereby absolutely and unconditionally guarantee to Ingram Micro the due payment of all moneys which shall, from time to time, become due to Ingram Micro and waive any benefit of division or discussion, as the case may be. Should I/we default upon any payments due Ingram Micro, Ingram Micro shall have the right without notice to us, to declare all invoice amounts due and payable immediately. I/we agree that any change in the applicant's form of business shall not be opposable to Ingram Micro unless agreed to in writing.

This agreement is strictly confidential. The rights and obligations resulting therefrom and or related thereto are not transferable or assignable and may not be mortgaged or pledged without the prior express written consent of Ingram Micro.

This application and agreement shall be entered into, construed, interpreted and enforced under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. All claims shall be properly brought in the Province of Ontario only, without regard to its internal conflict of law rules.

The parties declare that they have requested that this application and all writings relating thereto be drafted in English. Les parties déclarent avoir exigé que la présente Convention ainsi que tout document s'y rapportant soit rédigés en anglais.

PARTNERSHIPS REQUIRE SIGNATURES OF ALL PARTNERS

SIGNATURE _____ **Title** _____ **Date** ____/____/____
(Owner/Officer/Principal) mm dd yyyy

SIGNATURE _____ **Title** _____ **Date** ____/____/____
(Owner/Officer/Principal) mm dd yyyy

I acknowledge being a reseller of Computer and / or technology-related products. All purchases from Ingram Micro are intended for resale within Canada only unless specified in the Export Trade Compliance section.

SIGNATURE _____ **Title** _____ **Date** ____/____/____
(Owner/Officer/Principal) mm dd yyyy

ADMINISTRATION FEE AUTHORIZATION: (Cardholder must be one of the Owners / Officers / Principals on the application)

*Cardholder name: _____ *Visa MC _____ *Exp: _____

I hereby authorize Ingram Micro to debit my Credit Card for an account setup fee of \$195.00 + applicable tax as agreed. I acknowledge this transaction is for account setup purpose only and is non-refundable.

SIGNATURE _____ **Title** _____ **Date** ____/____/____
(Owner/Officer/Principal) mm dd yyyy

EXPORT TRADE COMPLIANCE



Do you intend to export products purchased from Ingram Micro outside of Canada? YES NO

If you answer "YES", please read the Trade Compliance Information section below, answer the questionnaire and sign the ACKNOWLEDGEMENT.

If you answer "NO", please sign the ACKNOWLEDGEMENT.

INTERNATIONAL TRADE COMPLIANCE QUESTIONNAIRE

As a reseller applicant that intends to import and / or export product purchased from Ingram Micro, we request that you provide the following, additional business information so that we can process your application in a thorough manner. Answer all questions.

1. Indicate if you ship or intend to ship products to countries on the Canadian Area Control List (ACL) and / or the U.S. Embargoed Countries List. (See Destination Country Screening in Trade Compliance Information Section, of this document, for an explanation of these lists.)

YES NO

2. List the specific names of the countries where you market and resell Ingram Micro product. Do not list only by region. For example, list Bahamas, not Caribbean, not Egypt, not Middle East.

3. Provide a general list of the products you intend to purchase from Ingram Micro for resale to your customers: (use additional sheet(s) if needed):

4. Do you have a full or partial ownership of any other business? YES NO

If Yes, list business name(s) and country(ies) where located (do not use abbreviations):

5. Check all of the items that best describe your customer base to whom you export:

Corporate Reseller Dealer/Retailer Manufacturer OEM VAR / Consultant

6. Do you intend to resell products purchased from Ingram Micro to government agencies? YES NO

Comments: _____

Please provide the name, phone number, fax number and e-mail address of the most senior person who is most knowledgeable about or accountable for international trade compliance in your company.

Contact Name: _____ Phone #: _____

E-Mail: _____ Fax #: _____

END OF COMPLIANCE QUESTIONNAIRE



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TRADE COMPLIANCE INFORMATION

As an outreach to our customers who resell technology, computer, telecommunications, electronic and other "dual use" products, this information sheet is intended to make sure you are aware of important trade compliance regulations. The information provided below is for our Canadian customers, and is primarily related to Canada's Export Control rules and International Trade Canada's Export and Import Control Bureau (EICB) rules. To insure you understand the regulations of your specific country, please consult with the appropriate local trade compliance agency. It is the responsibility of the Reseller to ensure that its resale transactions do not violate the export control regulations enacted by U.S., or local government law.

Product Classification

Pursuant to Canada's Export and Import Control Act and Regulations, companies and individuals may be liable for fines, and subject to forfeiture and imprisonment for exporting, assisting or facilitating export of goods prohibited subject to the Export Control List (ECL) or Area Control List (ACL) without a permit. These products include but are not limited to computer products containing high levels of encryption functionality, certain network infrastructure products used in high volume telecommunications and information management, or products exported to foreign government end-users. You must understand the product classification to determine if there are any restrictions on the export or re-export.

Customer Base Compliance Screening – Know Your Customer

Products purchased from Ingram Micro must not be sold to any person, entity or business listed on any of the denial lists published by authorities governing the transaction, including the local government. It is illegal for a U.S. company or its foreign subsidiaries to conduct export business with a company or individual listed on the U.S. Government's Table of Denial Orders, Entity List, Specially Designated Nationals List or the Debarred List.

Destination Country Screening

Canada's ACL controls exports to "listed countries". The listed countries change from time to time, and currently one country, Myanmar (formerly Burma), is on the list. In addition, all U.S. origin goods are controlled. If such goods are to be exported to U.S. embargoed destinations, Canada requires a permit issued by the U.S. Government, indicating that the U.S. Government approves the export. The U.S. embargoed countries include Cuba, Iran, North Korea, Libya, Sudan & Syria. For further information, please contact the nearest U.S. Embassy or Consulate.

Non-Proliferation of Weapons of Mass Destruction (WMD)

Canada has a long-standing nuclear proliferation policy and is a participating state in the Wassenaar Arrangement. The Export Control List prohibits the export of nuclear, nuclear related, missile, chemical biological, or converted weapons without a permit.

High Risk for Diversion Screening Guidance

A firm or an individual may not "knowingly do anything" to cause or to assist or aid or abet any shipment or transference or diversion prohibited by the Export and Import Permits Act (EIPA).

ACCEPTANCE OF TERMS

ACKNOWLEDGEMENT

I/We acknowledge and confirm that:

1. I/We have answered the questions in this Reseller Application with the correct information. I/We have also read the Trade Compliance sections of this application and I/We agree with the text and acknowledge the restrictions made to resale of the products acquired by our Company from Ingram Micro. In particular I/We commit ourselves not to sell products bought from Ingram Micro to countries, companies or for purposes in breach of any export control regulations.
2. I/We agree to notify Ingram Micro immediately and in writing if I/We intend to start export activities, if these activities are not part of our current business.
3. I/We hereby authorize Ingram Micro to check the ship to name and address of Company's orders to ensure that such shipments are in compliance with applicable laws.
4. In any case, I/We agree to indemnify Ingram Micro and/or its affiliates and to hold them harmless in case of a claim against Ingram Micro or one of its affiliated companies because of a breach of any export control regulation enacted by the U.S., or local government to countries, companies or for purposes in breach of any export control regulation enacted by the United States of America, or a local government law.
5. I/We agree to immediately notify Ingram Micro of any changes in ownership of our business or any other relevant change in the management/finance area of our business as set forth, herein by certified mail to Ingram Micro, Attn: Credit Department, 55 Standish Court, Mississauga, ON L5R 4A1.
6. All sales of products and services by Ingram Micro to the applicant will be subject to Ingram Micro's Standard Terms and Conditions, as may be amended from time to time without prior written notice at Ingram Micro's sole discretion, which are hereby incorporated by reference and are located on Ingram Micro's web site at <http://ca.ingrammicro.com/reseller/reseller.jsp>
7. That the Company named above is a computer hardware/software reseller.
8. That I/We have read and understand the Ingram Micro Standard Terms and Conditions located on Ingram Micro's web site at <http://ca.ingrammicro.com/reseller/reseller.jsp> and that by submitting an order I/We expressly declare our acceptance of the Standard Terms and Conditions currently in force at the time of the order.
9. That I/We agree upon the payment terms set forth by Ingram Micro, as may be amended from time to time without prior written notice at Ingram Micro's sole discretion, which is hereby incorporated.
10. That I am an authorized representative for execution of this Agreement and have the authority to bind the Company.

Company Business Name: _____

Print Company Officer Name: _____

SIGNATURE _____ Title _____ Date ____ / ____ / ____
(Owner/Officer/Principal) mm dd yyyy

PROVINCIAL RECYCLING PROGRAM (All applicants must complete this section)

If you sell computer equipment such as, but not limited to, desktop computers, notebook computers, printers, televisions or associated components you are legally required to be part of a product management program in the province a product is shipped. An environmental fee may apply to products shipped to the following provinces. See links for further details for your obligations on the specifics and fees of the programs.

Alberta	www.albertarecycling.ca	Nunavut	No program at this time
British Columbia	www.encorp.ca/electronics	Ontario	www.ontarioelectronicstewardship.ca
Manitoba	No program at this time	Prince Edward Island	No program at this time
New Brunswick	No program at this time	Québec	No program at this time
Newfoundland	No program at this time	Saskatchewan	www.sweepit.ca
Nova Scotia	www.acestewardship.ca	Yukon	No program at this time
Northwest Territories	No program at this time		

It is important that you review the program in each of the provinces you may plan to ship so you are fully aware of the all products which are eligible and the fees associated to the products.

All applicants must select only 1 of the following 3 options

Reseller Business Name: _____

- As the applicant, I / we currently do not plan on selling products which are part of an Electronic Recycling Program. In the event I should request Ingram Micro to ship on my behalf to a province where this program exist I agree that Ingram Micro may charge the recycling fees.

SIGNATURE _____ **Title** _____ **Date** ____/____/____
(Owner/Officer/Principal) mm dd yyyy

- As the applicant, I / we currently plan on selling products which are part of the Electronic Recycling Program. In the event I should request Ingram Micro to ship on my behalf to a province where this program exists and do not have a valid registration number and/or have not entered into the appropriate agreements with Ingram Micro, I agree that Ingram Micro may charge the recycling fees.

SIGNATURE _____ **Title** _____ **Date** ____/____/____
(Owner/Officer/Principal) mm dd yyyy

- As the applicant, I / we are registered under the following program(s).
 Our registration number(s) is / are: _____

SIGNATURE _____ **Title** _____ **Date** ____/____/____
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Please assist us to better understand your business and requirements by answering the following questions:

1. What percentage of your annual revenue represents the following areas?
 Hardware: _____% Software: _____% Application Development: _____%
 Educational: _____% Networks: _____% Service/Support: _____%
 Other (Specify): _____%

2. What percentage of your customer base is in the following markets?
 SMB (1-499 employees): _____% Corporate (500+ employees): _____% Educational: _____%
 Health Care: _____% Government: _____% Retail: _____%
 Other (Specify): _____%

3. What are your criteria for selecting and aggressively going to market with a new vendor (i.e. profitability, market size)?

4. Are you a system builder? YES NO If yes, what % of your business is related to system building? ____%

5. If you are a systems builder, what kind of systems do you build? Please check all that apply.
 Gaming Desktop Commercial Server Whitebook / Mobile

6. What percentage of your inventory do you purchase from the following channels? (Your answer must equal 100%.)
 Ingram Micro: _____% Tech Data: _____% D&H Canada: _____%
 Supercom: _____% Synnex: _____% Others: _____%

7. How much did your company purchase on hardware and software from distribution last year?
 Less than \$50,000 \$100,000 – \$499,000 \$1,000,000 – or more
 \$50,000 – \$99,999 \$500,000 – \$999,000

8. Which of the following manufacturers do you have authorized reseller agreements with? (Multiple answers are permitted.)

MANUFACTURER	AUTHORIZATION NUMBER	MANUFACTURER	AUTHORIZATION NUMBER
<input type="checkbox"/> 3Com: _____		<input type="checkbox"/> Adobe: _____	
<input type="checkbox"/> Apple: _____		<input type="checkbox"/> Cisco: _____	
<input type="checkbox"/> Citrix: _____		<input type="checkbox"/> HP: _____	
<input type="checkbox"/> IBM: _____		<input type="checkbox"/> Juniper: _____	
<input type="checkbox"/> Lenovo: _____		<input type="checkbox"/> Microsoft: _____	
<input type="checkbox"/> Sony: _____		<input type="checkbox"/> Symantec: _____	
<input type="checkbox"/> VM Ware: _____		<input type="checkbox"/> Other (specify): _____	

9. Do you currently finance any of your purchases through a third-party company? YES NO

10. Do you offer a leasing program to your customers? YES NO

11. How often do you plan on purchasing through distribution?
 Daily Weekly Monthly When required