



DEALERSHIP DISCLOSURE RELEASE FORM

I understand that the information received from WM Window Medics USA Corp. corporate office or from any Window Medics dealership is confidential and is made available to me because of this application, and I will hold it in the strictest confidences. I further authorize WM Window Medics USA Corp. to request information regarding my credit history from any such institution that provides the information, only in the event you choose to use our finance option when purchasing the dealership.

Date: _____ Signature: _____

INFORMATION ABOUT MYSELF

Name as it appears on your Drivers license

- Mr. Mrs. Ms.

Address: _____

City _____

County _____ State _____ Zip _____

Home Telephone (_____) _____

Work Telephone (_____) _____

Email Address: _____

Single Married No. Of Children at Home _____

Spouse's Name _____

DOB: Yours ____/____/____ Spouse ____/____/____

S.S.#: not needed at this time Spouse ____/____/____

EDUCATION

- High School Some College College Graduate

WORK EXPERIENCE

Present Occupation _____

Annual Income \$ _____

How long at present job _____

Spouse's Occupation _____

INTEREST IN A BUSINESS

How did you hear about Window Medics?

What caused you to contact us now?

When would you like to start your dealership?

I have previously owned and operated a business: Yes No

Details _____

Income expectations after 12 months \$ _____

Have you discussed the concept of business ownership with family members: Yes No

BUSINESS AND MANAGEMENT PLANS

How do you initially plan to develop this business?

- Part-time Full-time Not sure yet

Will your spouse be active in this dealership? Yes No

Do you plan to have equity partners? Yes No

FINANCING MY BUSINESS

Own Home Approximate Market Value \$ _____

Years Mortgage Balance \$ _____

How much capital do you have available to invest in a business?

- \$15,000 - \$25,000 \$26,000 - \$50,000 Over \$50,000

AVAILABLE ASSETS

Savings \$ _____ Home Equity \$ _____

Stocks/IRA \$ _____ Business Loan \$ _____

Relative \$ _____ 401K / RRSP \$ _____

Other (Explain) \$ _____

List Primary market areas in which you are interested?

City _____ State _____

Zip Codes _____

Fax To: WM WINDOW MEDICS USA CORP.

Attention:

Nationwide Expansion Department

1-888-366-9627

Initial _____

PROJECT CONFIDENTIALITY AGREEMENT

Agreement between _____
("RECIPIENT") having an office at: _____
and the **Window Medics Group of Companies** ("WM") having its main office at: 350
East County Road D, St. Paul, MN 55117

In consideration of this Agreement and the information to be exchanged hereunder, WM and RECIPIENT mutually agree that for a period of three (3) years, they will abide by the following promises, covenants and conditions:

1. THAT RECIPIENT will treat as confidential, and will cause its employees, partners, representatives, consultants, agents and/or other affiliated entities to treat as and hold as confidential (any such entity, employee, representative, consultant and agent hereinafter a "RECIPIENT" and collectively, the "RECIPIENTS"), all concepts, ideas and information however embodied or transmitted by WM to a RECIPIENT on or after the date of this Agreement, including, without limitation, information relating to: the underlying business concept or idea of WM; the project implementation structures developed by or for WM; WM's proposed or realized project; the proposed or realized participants, customers or service providers in WM's project; the current, past or projected financial position of WM; and any derivative work product prepared by or for RECIPIENTS which incorporates any such information, collectively, the "Information." The above notwithstanding, in no case will the obligations of confidentiality and non-disclosure apply to any Information which (i) becomes generally known to the public other than as a result of a disclosure, directly or indirectly, by any RECIPIENT, (ii) that was available to a RECIPIENT on a non-confidential basis prior to disclosure by WM to a RECIPIENT, (iii) became available to a RECIPIENT from a source not known to a RECIPIENT to have a duty of confidentiality, or (iv) WM determines appropriate for disclosure and so expressly indicates in writing to RECIPIENT.
2. THAT RECIPIENT shall not, either individually or in partnership or jointly or in connection with any person as principal, partner, or shareholder, create, own, purchase or invest in a business that is substantially similar to the business concept to be disclosed to RECIPIENT as contemplated herein or engage in the dissemination of ideas or information to others that would in effect circumvent WM's business as contemplated herein or directly or indirectly engage in any business that is or may be in competition with WM's business as contemplated herein.
3. THAT RECIPIENT shall provide WM with prompt notice, to the extent practicable, in the event that any RECIPIENT is required by a party to any judicial, administrative, or arbitral proceeding to disclose (by oral questions or requests for information or documents or by legal proceedings, interrogatories, subpoena or similar process) Information supplied to or obtained by such RECIPIENT pursuant to this Agreement.
4. THAT RECIPIENT shall, except as required by law, refrain from delivering any Information to any RECIPIENT other than those who need to know for purposes set forth herein, and that RECIPIENT will cause any and all RECIPIENTS to observe the terms of this Agreement;
5. THAT a RECIPIENT will not use any Information for any purpose other than consideration of the possible services that RECIPIENT or its affiliates may be capable of providing to assist WM in the funding of the project.

Initial _____

6. THAT upon the written request of WM, RECIPIENT shall promptly return to WM the originals and all copies made of Information that WM furnished to RECIPIENT, including any derivative documents prepared by any RECIPIENT.
7. THAT other than for the matters specifically set forth herein, the execution of this Agreement shall in no way create any legal obligation to perform the services mentioned herein or contemplated hereinafter and that no such obligation can be created except by a duly authorized definitive, executed written contract or Agreement covering such transaction.
8. THAT this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, Canada.

IN WITNESS WHEREOF, the parties have set their signatures as the full and complete AGREEMENT between the parties.

_____ (RECIPIENT)

By: _____ SIGN
PRINT

Date: _____

PLEASE FAX BACK TO NATIONWIDE EXPANSION DEPARTMENT - TOLL FREE AT 1-888-366-9627

Initial _____