



Membership and Confidentiality Agreement

Between: Name: _____

Address: _____

Tel: _____ **Fax:** _____

(hereafter called the "Member")

And: **GateMaster Incorporated**
339 Herring Cove Road, Suite 208
Halifax, Nova Scotia
Canada, B3R 1V5
Phone: 902-475-3648
Fax: 902-475-3683
Toll-Free: 1-877-823-0220

(hereafter called "GateMaster")

TENCHEK MEMBERSHIP AGREEMENT

The Member has formed an agreement with GateMaster for the purpose of contributing and receiving information concerning tenants and their record of fulfilling rental obligations. To use GateMaster's TenChek and other reports, you must agree to certain terms and conditions contained in this Membership Agreement.

This Membership Agreement describes the business relationship between you and GateMaster. GateMaster will act in reliance on your performance of your obligations in this Membership Agreement in providing confidential TenChek or other reports to you.

GATEMASTER SERVICES

1. GateMaster agrees to:
 - (a) maintain a tenant database of information obtained from its members and other sources;
 - (b) make such information and services available as requested by the Member for stipulated fees and as permitted by law;
 - (c) use data collected from the Member only for purposes permitted by applicable law;
 - (d) comply with the Privacy Policy set out in Schedule "B";
 - (e) provide other services and reports from time to time as may be agreed to between GateMaster and the Member, which shall form schedules to this agreement.
2. GateMaster may from time to time make available other credit products or services. The Member may subscribe for such additional products or services by entering into an appendix to this agreement, executed by the parties, and that appendix will be governed by the terms hereof.

MEMBER WARRANTIES

3. The Member agrees to use GateMaster's TenChek reports or other of GateMaster's reports and services only in connection with its legitimate business and for a purpose authorized by the Consumer Reporting Act or any other Act applicable, such as for:
 - (a) the extension of new or continued credit to, or the purchase or collection of a debt of, the consumer;
 - (b) entering into or the renewal of tenancy agreements;
 - (c) employment purposes;
 - (d) the underwriting of insurance involving the consumer;
 - (e) determining eligibility for any matter under a statute or regulation where the information is relevant; or
 - (f) to update a previous report given for one of the above reasons.
4. The Member will comply with all obligations under the Personal Information Protection and Electronic Documents Act ("PIPEDA") (See Schedule "A"), including by obtaining express consent from any applicant for the use, disclosure, collection and safeguarding of personal information through the use of an application form pre-approved by GateMaster in writing. (See Schedule "D").

5. The Member agrees to implement business and security safeguards to provide adequate protection and confidentiality for the information received from GateMaster.
6. The Member agrees to notify any consumer who has been denied a benefit as a result of information contained in a TenChek report, such notification to be in writing and in accordance with provincial consumer and/or credit reporting legislation.
7. The Member shall not provide the consumer or any third party with a copy of the TenChek Tenant Report. The Member agrees to provide any consumer seeking to question or challenge the content of a TenChek Tenant Report with the TenChek Help Line telephone number (Customer service: 1-877-823-0220).
8. The Member will not resell or convey reports and information received from GateMaster to any third party without first having written authorization from both the individual concerned and GateMaster.
9. The Member agrees to pay when due (a) GateMaster membership fees, where applicable and (b) billings for services and reports provided by GateMaster. Rates for services for TenChek Reports and other services provided by GateMaster are subject to change on 30 days notice.
10. The Member agrees that its employees and agents will not obtain TenChek reports on themselves, their family, friends or associates or on any other person except in the exercise of their official duties under this agreement.

TENANT DATA

11. The Member agrees to advise GateMaster, separately for each of its buildings, of the date at which it, or any predecessor owner, commenced obtaining from prospective or renewal tenants a signed consent in the form set out in Schedule "A", or any language similar thereto permitting limited disclosure of information (such date being the "Building Effective Date" for the provision of Tenant Data), together with a copy of such form of consent. In the event of uncertainty, the Member agrees to consult with GateMaster as to the proper Building Effective Date.
12. The Member agrees to provide GateMaster with electronic transmission of tenant data promptly after initial set-up of the account, and thereafter on a periodic monthly or bi-monthly basis, including tenant identification, tenant address, tenant arrivals, incidents, arrears, departure and final payment and other relevant tenant information (together, the "Tenant Data"), all such data which has been acquired by the Member after the Building Effective Date. The Member agrees to use its best efforts to ensure that the Tenant Data available on its system is accurate and complete. All Tenant Data will remain in the TenChek database after termination or expiry of this agreement.

GateMaster will expunge and not transmit any Tenant Data from a Member that relates to a period prior to the Building Effective Date. GateMaster may, at its discretion, delete any Tenant Data that it feels may not have been provided in compliance with privacy regulations. GateMaster agrees that its use of the Tenant Data shall be confined to the purposes as identified in the consent language that has been signed by the tenant on their rental application.

GateMaster shall not, without written consent of the Member, use Tenant Data for the following:

- a) To provide Tenant Data about any current tenant of the Member to another landlord except with the consent of that tenant;
- b) To profile the tenancy of any portfolio of real estate holdings;
- c) To use or sell tenant profile information or tenant address information for any purpose other than as permitted by the consent language signed by the tenant;
- d) To provide vacancy statistical information concerning any identifiable building of a portfolio.

INDEMNITIES

13. GateMaster cannot guarantee the accuracy of any TenChek report and GateMaster shall not be liable in any manner whatsoever for any loss or injury to the Member resulting from the obtaining or furnishing of a report. The Member agrees to save and hold GateMaster and its credit bureau suppliers harmless and indemnify them from any claims, losses, damages, or costs arising from the publication, use or disclosure of any report provided by GateMaster to the Member.
14. The Member acknowledges that GateMaster shall not be liable in any manner whatsoever for any loss or injury to the Member resulting from the Member's disclosure of information to GateMaster. The Member agrees to save and hold GateMaster and its credit bureau suppliers harmless and indemnify them from any claims, losses, damages, or costs, including consequential damages, arising from the Member's disclosure of tenant information to GateMaster.
15. Provided that the Member is in compliance with its obligations hereunder, GateMaster will indemnify the Member from any costs awarded or damages incurred as a result of proceedings pursuant to the PIPEDA arising from a Member disclosing tenant information to GateMaster or arising from a Member accessing the TenChek database for information on a consumer. GateMaster shall hold a policy of insurance which insures GateMaster's obligations under this paragraph. (See Schedule "C".)

The Member shall provide GateMaster with immediate notice of any situation, circumstance, claim or other matter related to the TenChek system that may be brought against the Member or GateMaster.

Notwithstanding the foregoing, GateMaster is not responsible for and does not indemnify the Member for:

- (a) Any loss or injury a Member incurs as a result of the Member disclosing tenant information into the TenChek data base on a tenant that did not sign a 'consent to disclosure' form that has been approved by GateMaster;
- (b) Any claims related to the entering of false, incorrect or misleading information by a Member;
- (c) Any loss or injury a Member incurs as a result of the Member acquiring information concerning a person from the TenChek data base where that person did not sign the "consent to disclosure" form approved by GateMaster.

INTERFACES AND OTHER TECHNOLOGY

16. The TenChek interface technology and other software of GateMaster, together with any materials provided to the Member in connection therewith, (together, the "TenChek Software") contain GateMaster trade secrets and the Member shall not disclose such trade secrets to third parties. The Member shall not modify, decompile, reverse engineer, adapt, translate, sublicense, assign, lend, resell for profit, distribute or network any portion of the TenChek Software or create derivative works based thereon or any part thereof.
17. GateMaster represents and warrants that the TenChek Software will access and upload only the Tenant Data and will not access, upload, duplicate or transmit any other information or data of the Member or any other person without the prior consent of the member.
18. Any of the following actions by the Member would be considered violations of this agreement unless expressly permitted in writing by GateMaster:
 - (a) permitting others to access the TenChek website for their own purpose;

- (b) enabling others to use the Member's TenChek membership registration, access codes or passwords;
- (c) accessing the TenChek database from a computer other than the Member's designated computer(s).

COMPLIANCE WITH LEGISLATION

- 19. All terms, conditions, warranties or transactions under this agreement are subject to applicable legislation, including the PIPEDA and any provision of this agreement not in compliance therewith shall be deemed to be amended so as to be in compliance therewith.
- 20. The Member agrees to dispose of information on consumers in strict compliance with PIPEDA and as set out in Schedule "E" hereto.

GENERAL PROVISIONS

- 21. GateMaster may withhold or terminate services to the Member if the Member violates this agreement or the provisions of applicable legislation.
- 22. This agreement shall continue in effect from year to year unless terminated by breach or cancelled at the option of either party upon 30 days written notice.
- 23. GateMaster may at any time amend any of its regulations, practices or procedures without the consent of the Member by giving the Member 24 hours written notice thereof.
- 24. Any disputes arising between GateMaster and the Member respecting this Agreement shall be submitted for resolution to a single arbitrator to be agreed upon or as appointed under applicable legislation. GateMaster or its appointed agent may, on reasonable notice, attend at the offices of the Member for a compliance inspection.
- 25. For uniformity, the law of the contract shall be the domicile of GateMaster.
- 26. Time shall in all respects be of the essence in this agreement.
- 27. GateMaster shall not be liable for any non-performance or delay in performance occasioned by circumstances beyond its control, including without limiting the generality of the foregoing, acts or omissions of other parties, act of a civil or military authority, strikes, lockouts, embargoes, insurrections or Acts of God.
- 28. This Agreement is binding on the Member and its legal representatives and on anyone else to whom Member may transfer any rights.
- 29. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes any prior correspondence, documentation or representations.

This Membership Agreement is entered into the day and year written below.

Signed: _____ Date: _____
 Member

Name: _____
 Print

Signed: _____ Date: _____
 GateMaster Inc.

SCHEDULE "A"

GateMaster Inc. PIPEDA COMPLIANCE

Member will not request information from GateMaster without first having obtained an informed, written and specific consent from the individual concerned, by written authorization. GateMaster's preferred form for written authorization is:

Authorization / Consent Language

I/we know that I/we have the right to verify the information about me/us held by credit reporting agencies, that the landlord and its agents are entitled to rely on such credit reports as being correct, and I/we release any claim I/we may have arising from reliance on that information.

I/we hereby give irrevocable permission to the Landlord or its agents to obtain at any time a consumer/credit report about me/us, to contact previous landlords to obtain information about my/our previous tenancies, to contact agencies that provide landlord information, to contact my references, and to take any other reasonable steps necessary to assess this rental application or for any amendment or renewal of my/our tenancy. I/we provide my/our irrevocable consent to the Landlord or their agents to disclose information from my rental application and information arising from any tenancy between us to any third party for the purpose of contributing information to a database of tenant information to be used in providing consumer/credit reports.

The Member may use another form of written authorization if it has been pre-approved by GateMaster.

1. The written authorization must be executed separate from the rental application. Your 'terms and conditions' text should appear as a separate paragraph at the bottom of the application form and be signed separately from the consent language. See Schedule "D".
2. Consent language should be placed at the base of the application form as a separate paragraph from your 'terms and conditions'.
3. In this manner, an applicant(s) can apply for the tenancy but not sign the consent form if they so choose. You will, however, not be able to legally obtain information from TenChek without the signed, written and unaltered authorization.

The Member is responsible to confirm the identity of the applicant applying for, renewing or extending the lease.

The Member must keep in its records an original copy of the written authorization. GateMaster is not responsible if the Member does not maintain in its records an original copy of the written authorization.

The Member will only use the tenant information received from GateMaster in accordance with the authorization given by the person.

The Member will take all measures necessary to ensure the security and confidentiality of reports and information received from GateMaster and will only allow its representatives, agents, and employees to read the contents for the purpose of performing their duties.

SCHEDULE "A"

SCHEDULE “B”

GateMaster Inc. Privacy Policy

1. The federal *Personal Information Protection and Electronic Documents Act* ("PIPEDA") applies to businesses in Canada, including GateMaster. This policy sets out how GateMaster complies with PIPEDA. GateMaster is licensed under and also complies with the Consumer Reporting Legislation in the provinces in which it operates. This policy may be updated from time to time.

2. **Personal Information About Our Members**
GateMaster will collect, use and disclose personal information about a Member of the TenChek system only with the express or implicit consent of the Member, except as required in order for GateMaster to comply with its legal obligations. We do not provide your personal information to any third party to enable them to market their products or services.

3. **Personal Information About Tenants Maintained in the TenChek System**
GateMaster believes that consumers have the right to be considered on an application for tenancy based on their merits and a record of their own actions and performance as related to their credit history and prior tenancies. GateMaster will from time to time collect from Members and distribute to Members personal information about tenants as permitted by law. The Membership Agreement contains restrictions on each Member's right of access to the TenChek database and provides for legal requirements that must be met prior to collection, distribution or receipt of any such personal information. Strict compliance with PIPEDA and the applicable Consumer Reporting Legislation is maintained at all times. Members can only access the TenChek database for permissible purposes. Our database does not contain information concerning the race, creed, color, ancestry, ethnicity or political affiliation of any person.

4. **Inquiry, Access, Corrections and Complaints**
Under PIPEDA, a consumer may inquire about, or request to access or correct the personal information that GateMaster may possess concerning them. It is in the interest of all parties that the personal information that we possess is accurate at all times. Access may be denied under the law in certain circumstances, such as where information relates to existing or anticipated legal proceedings, where the information is covered by solicitor-client privilege, when the request is frivolous or vexatious or when granting access would have an unreasonable impact on other people's privacy. If we deny access to a consumer, or refuse a request to correct information, we shall explain why. All consumers requesting to see the content of their TenChek file can contact GateMaster directly. (Customer service: 1-877-823-0220) Our information systems, including our website, do not collect visitor information in the form of the visitor's domain or internet protocol address but does collect information regarding what systems or web pages are accessed.

SCHEDULE “B”

5. **Disclosure to Third Parties**

GateMaster endeavours to maintain adequate physical, procedural and technical security so as to prevent any unauthorized access or disclosure of information. Disclosure of personal information may also occur when we engage a third party to provide professional services to us (such as legal, accounting, computer back-up or archival storage) and the third party is bound by our privacy policy or a similar privacy policy.

Ron Boston, President of GateMaster Inc., is our Privacy Officer. Inquiries, requests for access, requests for corrections and any complaints may be directed to him by mail or email as follows:

Mailing Address: GateMaster Inc. 339 Herring Cove Road, Suite 208 Halifax, Nova Scotia B3R 1V5	Email Address: rboston@tenchek.com Please remember that email is not a secure medium.
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SCHEDULE "B"

SCHEDULE "C"



ENCON Group Inc.
500 - 1400 Blair Place
Ottawa, Ontario K1J 9B8
Telephone 613-786-2000
Facsimile 613-786-2001
Toll Free 800-267-6684
www.encon.ca

Certificate of Insurance

Issued to: To Whom It May Concern

Errors and Omissions Insurance
Policy TIP528645

1. Named INSURED: GATEMASTER INC.

2. INSURED'S Address: 208-339 HERRING COVE RD
HALIFAX NS B3R 1V5

3. Policy Period: from 01 June 2019 to 01 June 2022
at 00:01 local time at the INSURED'S address
shown above without tacit renewal

4. Limits of Liability: \$ 1,000,000 per LOSS
\$ 1,000,000 annual aggregate

5. Deductible: \$ 0 per LOSS

* All amounts shown in Canadian dollars

6. INSURERS:

Aviva Insurance Company of Canada	25.0%
Temple Insurance Company	25.0%
Everest Insurance Company of Canada	20.0%
Arch Insurance Canada Ltd.	15.0%
XL Reinsurance America Inc.	15.0%

This certificate provides the above Named INSURED with coverage under the aforementioned policy on file with the INSURERS subject to the terms and conditions thereof and the above limits of liability and deductible.

The INSURERS have duly authorized ENCON Group Inc. to execute and sign this Certificate of Insurance.

Dated: 18 April 2019

David G. Cook, President
Authorized Representative

SCHEDULE "C"

GateMaster Sample Tenancy Application Form

SCHEDULE "D"

INSTRUCTIONS: Please complete all sections on both pages. Please print all information. Mark "N/A" in any blanks that do not apply.

Apartment Size Required: <input type="checkbox"/> Bachelor <input type="checkbox"/> 1 Bedroom <input type="checkbox"/> 2 Bedroom <input type="checkbox"/> 3 Bedroom			
Building Address	Unit #	Rental Rate	Date Required
PERSONAL INFORMATION			
Applicant's Full Name			H Phone #
First Initial Surname			W Phone #
SIN	Date of Birth	Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Common Law	
Co-Applicant's Full Name			H Phone #
First Initial Surname			W Phone #
SIN	Date of Birth	Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Common Law	
Other Residents (Include Children)		Relationship	Age
1.			
2.			
3.			
RESIDENTIAL HISTORY			
Present Address		How long there	Rent amount
Landlord	Phone #	Reason leaving	
Previous Address		How long there	Rent amount
Landlord	Phone #	Reason leaving	
Previous Address		How long there	Rent amount
Landlord	Phone #	Reason leaving	
EMPLOYMENT HISTORY			
Applicant's Employment History			
Status: <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Student <input type="checkbox"/> Retired <input type="checkbox"/> Unemployed <input type="checkbox"/> Other			
Employer	<input type="checkbox"/> Current <input type="checkbox"/> Previous		Length of Employment
Employers Address			
Supervisor/Caseworker	Phone #	Income	
Co-Applicant's Employment History			
Status: <input type="checkbox"/> Full Time <input type="checkbox"/> Part Time <input type="checkbox"/> Student <input type="checkbox"/> Retired <input type="checkbox"/> Unemployed <input type="checkbox"/> Other			
Employer	<input type="checkbox"/> Current <input type="checkbox"/> Previous		Length of Employment
Employers Address			
Supervisor/Caseworker	Phone #	Income	
(CONTINUED ON OTHER SIDE)			

SCHEDULE "D"

GateMaster Sample Tenancy Application Form

REFERENCES			
Bank Reference	Address		
Chequing Account #	Savings Account #		
Credit Reference	Credit Account #		
Address	Phone #		
Personal Reference		Address	Phone #
LOANS			
Institution	Address	Monthly Payment	Balance
1.			
2.			
3.			
AUTOMOBILES			
Make / Model	Year / Color	License Plate Number	Province
1.			
2.			
1. OTHER INFORMATION			
In Case of Emergency Contact		Phone #	
Address		Relationship	
<p>NOTE: Upon execution of the lease and occupancy of the premises by the tenant, the deposit, if there is one, shall become the Security Deposit where applicable; otherwise shall become a rent deposit to be applied towards the last month's rent.</p>			
<p>I hereby certify that the above information is true and complete and that I have not withheld any information relevant to this application. It is also understood that the property management and/or owner reserve the right to reject this application. I have read and understand these conditions.</p>			
Applicant Signature	Date	Co-Applicant Signature	Date
<p>I/we know that I/we have the right to verify the information about me/us held by credit reporting agencies, that the landlord and its agents are entitled to rely on such credit reports as being correct, and I/we release any claim I/we may have arising from reliance on that information.</p>			
<p>I/we hereby give irrevocable permission to the Landlord or its agents to obtain at any time a consumer/credit report about me/us, to contact previous landlords to obtain information about my/our previous tenancies, to contact agencies that provide landlord information, to contact my references, and to take any other reasonable steps necessary to assess this rental application or for any amendment or renewal of my/our tenancy. I/we provide my/our irrevocable consent to the Landlord or their agents to disclose information from my rental application and information arising from any tenancy between us to any third party for the purpose of contributing information to a database of tenant information to be used in providing consumer/credit reports.</p>			
Applicant Signature	Date	Co-Applicant Signature	Date
FOR OFFICE USE ONLY			
REFERENCE VERIFICATION	APPLICATION	DEPOSITS	
<input type="checkbox"/> Present Address <input type="checkbox"/> Previous Address <input type="checkbox"/> Employment <input type="checkbox"/> Co-Resident <input type="checkbox"/> Bank <input type="checkbox"/> Chequing <input type="checkbox"/> Saving <input type="checkbox"/> Credit <input type="checkbox"/> Loans	<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved Date _____ Initials _____ Final Building & Apt. # _____ Date of Occupancy _____	_____ _____	_____ _____

SCHEDULE "D"

SCHEDULE "E"

Disposal of Consumer Information

DEFINITIONS

As used herein, the term "Consumer Information" shall mean any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Consumer information also means a compilation of such records. Consumer information does not include information that does not identify individuals, such as aggregate information or blind data.

"Dispose," "disposing," or "disposal" means: (1) the discarding or abandonment of consumer information, or (2) the sale, donation, or transfer of any medium, including computer equipment upon which consumer information is stored.

PROPER DISPOSAL OF CONSUMER INFORMATION

- A. Standard. Any person who maintains consumer information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal.
- B. Examples. Reasonable measures to protect against unauthorized access to or use of consumer information in connection with its disposal include the following examples:
 - (1) Implementing and monitoring compliance with policies and procedures that require the burning, pulverizing, or shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed.
 - (2) Implementing and monitoring compliance with policies and procedures that require the destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed.
 - (3) After due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material, specifically identified as consumer information, in a manner consistent with this rule.
 - (4) For persons who maintain consumer information through their provision of services directly to a person subject to this part, implementing and monitoring compliance with policies and procedures that protect against unauthorized or unintentional disposal of consumer information, and disposing of such information in accordance with examples (b) (1) and (2) of this section.

SCHEDULE "E"