



XMC Broker-Lender Agreement

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This agreement outlines the relationship between XMC Mortgage Corporation, "the Lender", and "the Signee" who may be one of the following. Please read carefully and select the term that best describes you, "the Signee".

- "mortgage agent" or "agent": an individual who has a mortgage agent's licence; ("agent en hypothèques", "agent")
- "mortgage broker" or "broker": an individual who has a mortgage broker's licence; ("courtier en hypothèques", "courtier")
- "mortgage brokerage" or "brokerage": a corporation, partnership, sole proprietorship or other entity that has a brokerage licence; ("maison de courtage d'hypothèques", "maison de courtage")

This agreement made as of

XMC Mortgage Corporation, "the Lender", and

"the Signee"

Subject to the terms and conditions of this Agreement, the Lender hereby agrees to retain the services of the Signee on a non-exclusive basis, to solicit, complete and submit to the Lender applications for mortgages in the form provided from time to time by the Lender (the "Applications") and the Signee agrees to provide such services. The Signee's relationship to the Lender is as an independent contractor for the Lender. The Signee shall have no authority to create any obligations on behalf of the Lender.



LENDER RESPONSIBILITIES

The Lender agrees to comply with the following obligations:

- I. the Lender shall supply the Signee with current information about the products and services offered by the Lender to the applicant;
- II. the Lender shall comply with all applicable laws and regulatory authorities governing the lending of funds secured by mortgages;
- III. the Lender shall act honestly and in good faith; and
- IV. the Lender shall pay to the Signee a commission for Applications which are accepted and funded by the Lender according to the compensation schedule available from the Lender and as revised from time to time. The Lender shall not be responsible for withholding any amounts or deductions relating to income tax, employer health tax, Canada Pension Plan contributions, Employment Insurance premiums or any other required withholdings on the compensation;



SIGNEE RESPONSIBILITIES

The Signee agrees to comply with the following obligations and agrees to ensure that all of the Signee 's employees and agents acting on its behalf pursuant to this Agreement comply with the following:

- I. The Signee shall act honestly and in good faith and comply with standard industry practice and as per regulatory requirements.
- II. The Signee shall maintain files containing Applications and supporting materials (the "Loan Files") and all other records in connection with the Applications as required by the Lender and all applicable laws and regulatory authorities. The Signee shall deliver complete copies of such Loan Files to the Lender promptly upon written demand. The Signee shall permit the Lender, its representatives and any regulatory body having jurisdiction over the Lender to inspect the Loan Files, operating procedures, and records upon receiving five days' written notice;
- III. The Signee shall comply with all applicable laws including PIPEDA (Personal Information Protection and Electronics Documents Act Canada) regarding the protection of personal information including any personal information the Signee provides to the Lender.
- IV. The Signee shall obtain the necessary consents from all Applicants so that the Lender can correctly obtain, use and disclose such information in accordance with applicable law and the Lender's privacy policy (a copy of the Lender's privacy policy is available on request).
- V. The Signee acknowledges that legislation is in force regarding money laundering and terrorist financing which imposes obligations on the Lender with respect to the collection of information, the retention of records, ascertaining identity of the applicant and those on behalf of whom the applicant acts and the reporting of prescribed or suspicious transactions and other matters to the appropriate authorities. Such legislation includes the Proceeds of Crime (Money Laundering) and Terrorist Financing Act, the Criminal Code, the Suppression of Terrorism Regulations promulgated under the United Nations Act and the Anti-Terrorism Act. In conducting due diligence for an applicant, the Signee shall comply with the client information requirements set out in the Regulator's Standards. The Signee must instruct the applicant that the applicant must provide the lawyer completing the applicant's transaction, or another party specified by the Lender, with the required identification as set out in the Lender's policies before the transaction can be completed;
- VI. The Signee agrees to ensure that herself/himself and her/his employees and agents involved with providing services under this Agreement, maintain a comprehensive knowledge about the products, services and policies of the Lender. The Signee will supply to applicants current information available about the Lender's products and services; the Signee shall not modify information about the Lender's products without permission; the Signee will not use the Lender's logo or promotional material without permission;
- VII. All Applications submitted to the Lender by the Signee shall be on the form approved by the Lender from time to time;
- VIII. The Signee must advise the Lender of the applicant's acceptance of the mortgage offer within the time period indicated on the commitment letter sent to the Signee by the Lender;
- IX. The Signee shall comply with all applicable laws and regulatory authorities governing the soliciting, completing and submitting of Applications; the Signee shall ensure that if it is presenting to the Lender an Application which is prepared by anyone other than the



submitting agent, then this fact is noted on the Application. In all cases the submitting agent will be responsible for following the guidelines as laid out in the Broker's Act by each respective regulator;

- X. The Signee shall maintain adequate insurance, which will include errors and omissions insurance with extended coverage for fraud sufficient to pay a minimum of \$500,000 for any single occurrence and a minimum of \$1,000,000 for multiple occurrences within one calendar year. The Signee shall also update coverage as required by any changes to applicable laws;
- XI. The Signee shall take reasonable steps to ensure that all of its agents and employees who complete Applications and deal with the Lender and/or applicants are honest and competent and that their actions comply with all applicable regulations and practice standards. The Signee will perform or arrange for a satisfactory criminal background investigation, obtain and verify references including confirming previous employment (if applicable) for each employee, agent or representative retained by the Signee to act on its behalf subsequent to the date of this Agreement;
- XII. The Signee shall disclose to the Lender any potential conflict of interest relating to the submission of mortgage applications as well as any additional documentation requested by the Lender.
- XIII. The Signee shall disclose to each borrower and co-borrower the cost of borrowing and any other information prescribed by the applicable laws.
- XIV. The Signee shall maintain in good standing its registration or license in all jurisdictions where registration or licensing is required for it to carry on its activities as described herein and shall provide the Lender with proof of valid registration and the registration of its employees and agents if requested by the Lender;
- XV. The Signee shall notify the Lender if any of its employees or agents acting on its behalf pursuant to this Agreement have their registration or license suspended or terminated;
- XVI. By signing below, the Signee and the individual signing officers consent to the Lender performing criminal background checks and reference checks on the Signee and the individual signing officers;
- XVII. The Signee agrees to provide the Lender with its articles of incorporation and any certificate of corporate status or other documentation evidencing registration of the Signee if requested by the Lender;
- XVIII. The Signee must provide the Lender a complete broker application, a copy of which is attached as Schedule "B" to this Agreement, confirming the names of all employees and agents who may be completing and submitting Applications for mortgages to the Lender. The Signee shall notify the Lender in writing of any changes afterwards for new employees and agents, and those who leave the employ of the Signee. The Lender reserves the right to decline any specific Application and it reserves the right to refuse to consider Applications from specific employees or agents of the Signee..



TERM

The term of this Agreement shall commence on the date set out above and shall continue until terminated by one of the following:

- I. by one party giving notice to the other party of at least 30 days' written notice of its desire to terminate this Agreement with reasonable cause;
- II. immediately by either party if the other breaches any of the provisions of this Agreement.

Upon termination the obligations of the parties hereto cease except for the obligations of the Signee under Section 2 and 4 and the obligations of the Lender under Section 3 and 4 for the Signee.

Applications submitted to the Lender which are accepted by the Lender prior to the effective date of termination and which the lender still intends to fund.



GENERAL MATTERS

- a. This Agreement and the schedule hereto constitute the entire agreement between the parties with respect to the matters herein described.
- b. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the remaining portions of the Agreement and such provision shall be considered severable from the remainder of the Agreement.
- c. This Agreement shall be interpreted and enforced in accordance with the laws of the Province of and such federal and provincial laws applicable therein. Each party irrevocably submits to the exclusive jurisdiction of the courts of such province.
- d. Any notice required or permitted to be given hereunder shall be in writing and shall be given by delivering the same or by mailing the same by prepaid registered mail or by sending the same by facsimile or email as follows:

e. If to **C.M.B. Canada Mortgage Brokers Inc.**, the Signee:

Main Office Address: **14 - 3650 Langstaff Road Suite 275**
 City: **Woodbridge**
 Province: **Ontario**
 Postal Code: **L4L 9A8**

If to the Lender:
 XMC Mortgage Corporation
 600-200 King Street West
 Toronto, ON M5H 3T4 Canada

And any notice if delivered shall be considered to be received on the next business day after delivery, if sent by facsimile or email shall be deemed to be received at the beginning of the next business day after such facsimile or email is sent and if mailed by prepaid registered mail shall be deemed to be received on the third business day following the day on which it is mailed.

- a. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective successors and assigns, but may not be assigned by the Signee without the prior written consent of the Lender.
- b. This Agreement may be executed by facsimile and in any number of counterparts and, if so executed, shall be legal, valid, binding and enforceable to the same extent as if signed by all parties.

IN WITNESS whereof the parties hereto have executed this Agreement as of _____

The Lender,
 XMC Mortgage Corporation
 As represented by _____

And the Signee _____
 As represented by (please print name) _____
 Please sign and date.



APPLICATION SCHEDULE A

Company Name: C.M.B. Canada Mortgage Brokers Inc.
Brokerage Licence # (where applicable) : ON 10134 BC X300202 AB RECA
Main Office Address: 14 - 3650 Langstaff Road Suite 275
City: Woodbridge
Province: Ontario
Postal Code: L4L 9A8
Telephone: 4164101315
Fax: 4164100751
Type of business (where applicable):

Corporation Partnership Sole proprietorship

Number of years in operation: Since 2003

List of Principals/Owners (where applicable):

Primary Contact: Victor Simone
Primary Contact Broker License #: M08000478

Please include the following with the completed and signed Lender Agreement and application (where applicable):

1. Copy of most recent Broker License; and
2. List of all Brokers/Agents submitting via the Signee with valid licence, phone and email information (XMC reserves the right to decline any specific Application and it reserves the right to refuse to consider Applications from specific employees or agents of the Signee); and
3. Names and contact information of two primary lenders that you have done business with for reference purposes.

Lender #1: IC Savings
Lender #1 Contact Name: Clara Astolfo VP
Lender #1 Email: castolfo@icsavings.ca

Lender #2: Home Trust
Lender #2 Contact Name: Rose Butera VP
Lender #2 Email: rose.butera@hometruster.ca



GENERAL CERTIFICATIONS

I/We certify that all information above is correct. I/We authorize XMC Mortgage Corporation to call all references and verify information provided. I/We authorize the acceptance of faxed signatures in order to have our company approved to submit mortgage loan packages to XMC Mortgage Corporation.

The Signee,
As represented by (please print name) _____
Please sign and date.



ADDENDUM

XMC Mortgage Corporation agrees to review any suspected breaches of any of the terms in this agreement with the Broker House so that both parties have an opportunity to complete a full investigation. XMC Mortgage Corporation further agrees not to report any incidents to REDX prior to the completion of these investigations and the parties reaching a definitive agreement with respect to a breach being committed.

The Lender,
XMC Mortgage Corporation
As represented by [REDACTED]