



C.M.B. Canada Mortgage Brokers Inc.

Date: _____

Terms of Engagement
between

“Borrower” _____
“ Subject Property” _____
and
“Broker” C.M.B. Canada Mortgage Brokers Inc.

Dear _____,

Further to our recent discussions with you and our respective lenders, C.M.B. Canada Mortgage Brokers Inc. (the "Independent Contractor" or "Broker") is prepared to arrange mortgage financing on your behalf for the subject property to be addressed in a definitive CMB Discussion Paper and CMB Mandate, and/or Lender Letter of Interest ("LOI"), which will include the terms and conditions of this financing and loan.

By signing this agreement, you are agreeing to engage the Broker to act as a non-exclusive Broker, providing certain services, including, but not limited to the following:

1. A Discussion Paper with various lender options for a mortgage or partnership investment on the Property.
2. If the terms in the Discussion Paper are satisfactory to the borrower, a Mandate will be given to the Brokerage, and if successful, a Lender Letter of Interest will be presented to the borrower within a certain agreed upon time frame.

Upon signing these terms of engagement, the Broker will begin its due diligence process, which the Borrower agrees to cooperate with, which will lead to a LOI and finally, upon the Broker approval and discretion, the requisite Mortgage Loan Commitment and related financing documents.

Yours truly,

Victor Simone – Mortgage Broker
(I have authority to bind the Corporation.)

Borrower Initials: X _____

Non-Circumvention. For a period of _____ months, the signatories of this document agree that no effort shall be made to circumvent the Broker(s) or any of their intermediaries, associates or any parties hereto with regard to this agreement or the agreed terms thereof in an effort to gain fees, commissions, remunerations to the benefit of none or more signatories of this document. Additionally, this non-circumvention period specifically includes any lenders and/or investment partnership prospects that have been introduced by CMB to the client by way of any face-to-face meeting, three-way conference phone call, online web meeting and/or by way of Term Sheet, LOI and/or mortgage commitment received from any CMB lender(s).

Confidentiality of Names. The signatories hereby agree to keep completely confidential the names of any banks, lending institutions, corporations, individuals or groups of individuals introduced by The Broker. Such identity shall remain confidential during the applicable transaction(s) and during the duration of this Agreement and shall include any telephone numbers, address and fax numbers, and other pertinent information. Lenders introduced by Broker, and agreed to by the borrower, will convert the Broker to act as an exclusive for those lenders and all Non-Circumvention by the borrowers will apply.

Name of Lender and/or Investment Partnership Prospect: Identified after all Broker Fee Agreement, Fee Payment Agreements and Non-disclosure & Non-circumvention agreements are signed and returned to C.M.B. Canada Mortgage Brokers Inc.

Governing Law and Jurisdiction. Any controversy or claim arising out of this agreement, or the breach thereof, and which is not settled between the signatories themselves, shall be interpreted under and governed by the Laws of Ontario, British Columbia, or Alberta and at the sole discretion of the Broker.

Partial Invalidity. If any provision in this Agreement is held by the court competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

Notice. Service of all notices under this agreement shall be sufficient if given personally or five (5) business days after deposited in the mail, postage prepaid to the party involved at its respective address set forth above, or such address as such party may provide in writing from time to time. Any modification of this agreement will be effective only if it is in writing and signed by all parties to this agreement.

Fax / Electronic Copies. The parties further agree that an executed facsimile or PDF copy of this agreement shall be legally binding and be deemed to the legal equivalent executed Agreement. It is further agreed that this Agreement may be signed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same agreement.

Broker(s) Hold Harmless: The Borrower also agrees to hold Broker harmless for any type of damages incurred by Borrower. Broker shall not be responsible in any way for any errors caused by the lenders, escrow companies, Title Company or third parties involved in this transaction. Broker is not responsible for lenders in any way including but not limited to; actions, delays, default of good faith deposits, or credit worthiness of the lender. C.M.B. Canada Mortgage Brokers Inc., reserve the right to claim damages and compensation should the client present documentation and/or make declarations of any kind that do not correspond to the real and truthful state of the Borrower.

The Parties have read, understood and hereby agree to the above terms and provisions of this Agreement. The Parties warrant that they have the proper authority to bind all Parties herein.

Borrower: _____

Name: _____ - signature: _____
I have authority to bind the Entity.

Date: _____.

Broker / Independent Contractor Name: Mr. Victor Simone.

Broker's signature: _____ Date: _____