



XLG Mortgage Group

✉ info@xlgmortgagegroup.com

🌐 www.xlgmortgagegroup.com

📞 905-206-0090

📠 833-932-0012

Advertising Checklist

The document is a guideline to ensure agents/ brokers meet the requirements of proper disclosure when producing any public relations material. Your public relations material is not only a reflection of yourself but also the brokerage; as such there is an expectation of professional, quality and integrity.

Agent / Broker Name: _____ Date: _____

of Public Relations Materials Being Submitted For Review; _____

- Broker/Agent's name appears as it is registered with FSRA
- Authorized title used: **Mortgage Agent** or **Agent / Mortgage Broker** or **Broker** (as per license)
- Email address is the brokerage assigned email address
- Brokerage Logo, name and license number **prominently** displayed (must be easily read)
- Brokerage Logo conforms to the standards set in the Logo Guidelines document
- Brokerage name appears as it is registered with FSRA
- On websites, brokerage name and license number must be prominently displayed on the homepage and on the "Contact Us" section
- APR disclosure (if two or more numbers such Rate, Amortization, Term etc. are in your ad)

Are you the legal owner of the material being published? YES NO (you cannot publish)

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If "Yes" is answered to the below any questions then corrective action needs to be taken otherwise the material will not be compliant.

Is the material in violation of any Copyright laws?

YES

NO

Is the material in violation of Privacy laws?

YES

NO

Are any guarantees being made?

YES

NO

Are any promises being made?

YES

NO

Is there any-thing that would contravene laws (ie. Canadian Code of Advertising Standards, MBLAA,2016, Raffle License, Lotteries/ Contest under the AGCO etc)

YES

NO

Are any political statements or views expressed?

YES

NO

Are any controversial statements or views expressed?

YES

NO

I confirm that the answers above are true: _____(Signature)

Rev. 01/22



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Corporate Account Deposit Agreement

This agreement is made between XLG MORTGAGE GROUP Inc. o/a XLG MORTGAGE GROUP (the Brokerage) and _____ (the Corporation).

All brokers and agents of the Corporation are ONLY authorized to deal or trade in mortgages on behalf of the Brokerage.

The Corporation does not carry on the business of dealing or trading in mortgages other than by providing the services of its member brokers and agents to the Brokerage.

The Corporation does not carry on business as a mortgage lender.

The Corporation and its member brokers and agents do not represent to the public in any manner, directly or indirectly, that the Corporation carries on the business of dealing or trading in mortgages or carries on business as a mortgage lender.

The Corporation does not receive, directly or indirectly, revenue for dealing or trading in mortgages from any person or entity other than the Brokerage.

The member brokers and agents do not receive, directly or indirectly, fees or other remuneration for dealing or trading in mortgages from any person or entity other than the Corporation of the Brokerage.

The Corporation does not, on behalf of the Brokerage, directly or indirectly, hold funds or other assets received from borrowers, lenders or investors in connection with dealing or trading in mortgages.

All of the Corporation's directors are member brokers and agents.

All of the equity of the Corporation is legally and beneficially owned by one or more of its member brokers or agents.

The Corporation will not hinder or obstruct the Brokerage or its principal broker in the performance of their duties under the Mortgage Brokers, Lenders and Administrators Act, 2006 (the Act) and will not obstruct or hinder the member brokers and agents in the performance of their duties under the Act.

The Corporation agrees to provide whatever assistance may be reasonably necessary to enable the Brokerage and its principal broker to comply with their duties under the Act and to enable the brokerage and its principal broker to ensure that the member brokers and agents are complying with their duties under the Act.

The Corporation agrees to provide whatever assistance may be reasonably necessary to enable the brokerage to determine whether the circumstances entitling the Corporation to be exemption established by this section agreement exist.

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The Corporation agrees to immediately advise the Brokerage regarding any chances to the Corporation including ownership.

I have the authority to bind the Corporation

I have the authority to bind the Brokerage

Name:

Name:

Position:

Position:



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AUTHORIZATION FOR CREDIT CARD CHARGE

I, _____, hereby authorize XLG MORTGAGE GROUP to charge my credit card for the costs incurred while dealing and trading in mortgages such as but not limited to, XLG MORTGAGE GROUP remuneration fees for all closed transactions, referral fees, Equifax credit bureau fees, Errors and Omissions fees, marketing fees, technology fees, and any other fees or costs that are owed to XLG MORTGAGE GROUP by the undersigned. ***I acknowledge a 3.75% processing charge will be added to all expenses charged to your card.***

In the event of my card being cancelled, expired or changed I will provide updated card information within 24 hours. Failure to ensure an active credit card is on file at all times will result in an administrative fee of \$75 added to your invoices for each occurrence.

This authorization can be terminated with 30 days written notice or termination of employment with XLG MORTGAGE GROUP conditional upon any outstanding amounts being paid.

Once the fee has been charged to the credit card, it is non-refundable.

The amounts charged will be communicated by XLG MORTGAGE GROUP prior to the transaction.

Effective date: _____

*I will ensure that the credit on file is current. \$45.00 fee per declined payment will be charged.

Credit Card Type: **VISA** **MASTERCARD** (please circle one)

Credit card number: _____

Expiry date: _____

Name on the credit card _____

Security code:

I would like my monthly invoiced fees charged to my credit card.

I will e-transfer payments by the due date on the monthly invoice

Signature: _____ Date: _____



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Declaration of Other Business Activities

Mortgage brokerages must be notified and aware of their Brokers/ Agents Other Business Activities (OBA) in accordance with regulatory requirements. The brokerage must also review and approve the Other Business Activities of its Brokers/ Agents to determine that there are no conflict(s) or perceived conflict(s) of interest. If a conflict or perceived conflict of interest is determined by the brokerage, then the Broker/ Agent must cease to the Other Business Activity or termination their registration with the brokerage which will be declared to the Financial Services Regulatory Authority. Any changes to your other business activities must be communicated via a new form to the brokerage within 5 days of commencement of the change.

I, _____ am an active agent with XLG MORTGAGE GROUP (License #12957) and make the following declaration:

- I have no Other Business Activities and am a full time mortgage broker or agent.
- I have Other Business Activities and am also a full time mortgage broker or agent.
- I have Other Business Activities and am a part time mortgage broker or agent.

If you have declared that you have Other business Activities please complete the following:

1] Company: _____
 Position/ Title: _____
 # of hours spent on this OBA _____ Annual
 income generated: _____ Describe your duties: _____

2] Company: _____
 Position/ Title: _____
 # of hours spent on this OBA _____ Annual
 income generated: _____ Describe duties: _____

Signature: _____ Print Name: _____ Date: _____

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Performance Enhancement Plan

This performance enhancement plan has been issued in pursuance to our ongoing commitment to provide you with the tools and resources to achieve your goals within your role. Throughout the terms of our commitment all realistic requirements that we expect of our agents will be thoroughly explained and clearly outlined in this document. This commitment is not open for any negotiation and will not be revisited until both parties deem acceptable.

This Performance Enhancement Plan will be effective if accepted on _____, _____

PARTICIPANTS:

Agent:	
Office Manager:	
Office Location:	
Agent:	
Office Manager:	
Office Location:	

REVIEW PERIOD:

Performance Enhancement Plan will be from: ____/____/____ to ____/____/____

The plan will be reviewed via updates weekly on Fridays

The agent will document their performance in a report for their weekly updates

A final review will be conducted at the end of the plan term and extended or amended if required at that time

RESOURCES:

- Assisted Closing Services
- Access to lender network
- Assistance with all deal types and networking events
- Office and closing room to be used at your disposal when scheduled in advance Access to both office locations

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AGENT RESPONSIBILITIES:

- All new prospective leads must be inputted into an excel spreadsheet and accessible for my review at any given time
- 10 Cold calls to potential new untapped referral sources daily (total of 50 per week) with a goal of booking at least 3 meetings the following week
- 3 Phone calls to existing clientele/referral sources per day (15 for the week) with a goal of getting 3 referrals for new business. Each referral source must be contacted once a week
- Ongoing use of Excel spreadsheet provided and outlook calendar to coordinate all new appointments.
- Give out at least 5 business cards per day via networking (25 for the week) with a goal of getting 3 follow up meetings or appointments
- Professional business attire is required when working in any XLG MORTGAGE GROUP office

OFFICE MANAGER RESPONSIBILITIES:

- 1 weekly training session to be held on each following Wednesday at 4 P.M.
- On-going deal support and training in deal specific scenarios
- Feedback and training at weekly review sessions

COMPLETION CRITERIA

Agent shall have fulfilled his/her obligations when any one of the following occurs:

- Agent accomplishes the responsibilities described within this performance enhancement plan and has seen the intent results in growth of their business

IN WITNESS WHEREOF, the parties hereto have caused this to be effective as of the day, month and year first written above.

Agent

XLG MORTGAGE GROUP LTD

By:

By:

Name:

Name:

Title:

Title:

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Vacation/ Absence Notification Form

Please make sure to fill out this form and send it to the brokerage administrator at **info@xlgmortgagegroup.com** Failure to submit this form at least 48 hours in advance and to forward your messages to your designee will result in a **\$500 + HST** administration fee being billed to your account for the violation of this policy.

Broker/ Agent Name: _____

Start Date: (dd/mm/yy) _____

End Date: (dd/mm/yy) _____
(inclusive)

Designated Agent/Broker providing coverage:

Cell: _____

Email: _____

For new deals, the following commission split has been agreed upon:

_____ % _____

_____ % _____

The reason for my absence is:

Vacation Medical Reasons Family Emergency Other _____

I agree that I will complete the following at least the day prior to the start of my vacation/ absence:

Create an out of office auto-response on my brokerage email account to advise to contact the above designated person in my absence.

Update my voice message to advise callers during my absence to contact the above designated person.

Provide access to my current files (including files not funded yet) at least the day before my absence to the above designated person.

Set up an auto-forward for all emails to the above designated person



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A LIST OF ALL OF YOUR ACTIVE DEALS MUST BE PROVIDED ON THE NEXT PAGE.

Agent/ Broker Signature

Date: _____

Agent/ Broker Print Name

Designee Signature

Agent/ Broker Print Name

Date: _____

<u>APPF #</u>	<u>Client Last Name</u>	<u>Client First Name</u>	<u>Type of Transaction ie. Purchase/ Refi</u>	<u>Closing Date</u>



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TEAM LEAD AGREEMENT

This will serve as an addendum to the Broker/ Agent/ Associate Agreement between _____ (Team Lead)

And

XLG MORTGAGE GROUP Inc. O/A XLG MORTGAGE GROUP (the Brokerage) and be bound by Brokerage's Policies & Procedures.

REQUIREMENTS

As a Team Lead, You will be required to ensure the following with all agents/ brokers under your team: 1) Recruitment of team members (cannot be existing agents of the Brokerage). Former agents of the brokerage is subject to approval by the Brokerage prior to initiating discussions;

The Team Lead will conduct an initial interview of the agent/broker there are seeking to recruit. A second interview will be conduct by the Principal Broker (or designated). Final hiring authority will be with the Brokerage. The Team Lead will reinforce that the team member is first and foremost and agent/broker in the brokerage then part of the Team Lead's team;

2) Prompt and complete payment of all invoices & fees:

Outstanding fees not paid by any member of the Team Lead's team will be deducted from the Team Lead's commission or charged to the Team Lead if the team member has no closed deals from which fees can be deducted. The responsibility of recuperating fees will be solely with the Team Lead;

3) Regular training and coaching:

The Team Lead will ensure that their team members are present for training, lender sessions, and brokerage meetings. The Team Lead will be responsible for on-going coaching of the team members, however the brokerage at its discretion will also conduct coaching sessions;

4) Adherence to regulatory compliance and brokerage policy and procedures:

Team members must adhere to all regulatory compliance as applicable and to all the Brokerage policies and procedures. All marketing must be reviewed by the Principal Broker prior to use. As per the Financial Services Regulatory Authority (FSRA) regulations, the team cannot advertise a team name;

5) Completion and accuracy of mortgage files:

Both the Team Lead and team member will be equally responsible for accuracy and compliance on all files; 6)

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6) Fraud prevention on broker/agent deals:

The Team Lead will be responsible to review all files of the team member to ensure accuracy and validity of documentation. The Team Lead will take all appropriate measures toward fraud prevention;

- 7) The Brokerage at its sole discretion can terminate a team member from the brokerage at which point they will automatically cease being part of the team. The Team Lead cannot terminate a Team Member from the brokerage;
- 8) Deals originated under the team member must be processed under the team member. Pooling under the Team Lead is not permitted. If such pooling occurs, the Team Lead will be removed from their position;
- 9) If the team member should leave your team all Team Lead compensation will terminate for new deals enter as of the effective date. Team members will be permitted to leave a team however stay with the brokerage. This will be solely on the team member's decision if consent is given by the Principal Broker;
- 10) The Team Lead understands and acknowledges that the team members remain an agent/ broker of the brokerage and that the brokerage retains final management and oversight of the team members. All team members will be bound by the Brokerage's Policies and Procedures without any exceptions, privileges or benefits not afforded to any other agent/broker within the brokerage;
- 11) The Principal Broker will periodically review the Team Lead's performance of their duties in that role. Based on the review the continuation of the Team Lead Program will be determined;
- 12) The Team Lead will be responsible for all costs associated with operating the team without reimbursement from the brokerage;
- 13) The Team Lead cannot enter or bind the brokerage into any contracts, agreements or arrangements;
- 14) The Team Lead agrees that if the Team Lead leaves the brokerage that they will not solicit, recommend for solicitation or engage through any party the solicitation of any team member or agent/broker within the brokerage to leave the brokerage for a period of 5 years;
- 15) Any outstanding fees due by the Team Lead will be deducted from any commission and / or overrides;
- 16) The Principal Broker or designate will have final resolution of any disputes, conflicts or discrepancies.

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COMPENSATION

For your role as a Team Lead, you will receive compensation (override) as followings:

- (i) 5% of gross commission of each funded mortgage product by each team member which is exclusive of the split with the brokerage. This will be paid at the same time commission is paid to the team member and will be paid as commissions to the Team Lead;
- (ii) Compensation is non-cumulative and non-retroactive and is based solely on Finder’s Fee and /or brokerage fees paid on the funded file. Incentives, rebates and volume bonuses, or setup fees if applicable, is not eligible for Team Lead override;
- (ii) Commission and fees from auxiliary products is not eligible for Team Lead override;
- (iv) If a team member’s split with the Brokerage increase to over 75%, the override will be reduced to 5% of gross commissions as it is deemed that team member to be experienced;
- (v) Files must be fully compliant as per the brokerage Policy and Procedures. If a complete and compliant file is not provided within 30 days of the advance/funding date the team lead will not receive compensation until a compliant file is provided.
- (vi) Any claw back of commission will also apply to overrides;

Dated this _____ day of _____, 20_____

Team Lead

XLG MORTGAGE GROUP LTD

Print: _____ Print: _____

Sign: _____ Sign: _____



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