

1. BROKERAGE INFORMATION			
Type of Brokerage	<input checked="" type="checkbox"/> Independent	<input type="checkbox"/> Franchise/Part of a Network	
Brokerage Name	XLGI MORTGAGE GROUP		
Brokerage Licence Number	12957		
Brokerage Address	5250 SOLAR DR MISSISSAUGA		
	UNIT # 208 L4W 5M8		
Firm Code			
2. PRINCIPAL BROKER INFORMATION			
Name	GAURAV BEHL	Broker Licence Number	12957
Office Phone		Mobile Phone	647-966-0012
Sales Contact/Submission Agent	Mortgage Systems Used  <input checked="" type="checkbox"/> Filogix <input type="checkbox"/> Velocity <input checked="" type="checkbox"/> BOSS <input checked="" type="checkbox"/> Lendesk	Filogix Rep Code	Velocity Rep Code
		BOSS Rep Code	LenDesk Rep Code
Special Notes <i>e.g. co-brokerage agreement, etc.</i>			
3. PLEASE CHOOSE WHICH OF THE FOLLOWING APPLIES TO YOUR BROKERAGE			
<input checked="" type="checkbox"/> New Brokerage onboarding	<input type="checkbox"/> Existing Brokerage Changing Franchise/Network affiliation:  Former Network:  New Network:		
	<input type="checkbox"/> Existing Brokerage change of name: Former Brokerage Name:  New Brokerage Name:		
4. PLEASE INDICATE YOUR COMMISSION PAYROLL STRUCTURE			
<input checked="" type="checkbox"/> Commissions are paid to the Franchise/Network head office			
Name of Franchise/Network:			
<input checked="" type="checkbox"/> Commissions are paid to my Brokerage directly			
Full Mailing Address where commissions to be paid:			



**Mortgage Broker Agreement**

Please return by fax to 416-515-7001 or by e-mail to  
[sales@eqbank.ca](mailto:sales@eqbank.ca)  
Attention: *Inside Business Development Department*

This Agreement is between Equitable Bank ("Equitable" or "Bank")  
and

(the "Brokerage" or "Broker")  
herein represented by

(Principal Broker/Signing Officer) dated

**WHEREAS** Equitable Bank is in the business of providing mortgages loans and/or lines of credit to borrowers (hereafter referred to as 'financing') and Broker wishes to submit financing applications it receives from borrowers to the Bank.

Therefore, for valuable consideration exchanged, the sufficiency and receipt of which is hereby acknowledged, the Bank and Broker agree as follows:

1. **Broker Obligations:** Broker agrees that it will:
  - a. Take reasonable steps to ensure all financing applications and related documents submitted with an application, are true, accurate and complete in all respects and are substantially in accordance with the Origination Standards for Fraud Avoidance as established by the Canadian Association of Accredited Mortgage Professionals, including a review of the documentation to support an application prior to submission to ensure legitimacy and integrity;
  - b. Maintain in good standing all necessary licenses and insurance coverage required to operate its business within those jurisdictions it operates in, and upon request from the Bank, forward to the Bank copies of any new or renewed mortgage broker license(s) and/or insurance policies evidencing coverage;
  - c. Remain in good standing, as determined by the Bank in its sole discretion, and for clarify, but without limiting the Bank's discretion, good standing includes not only the Broker's broker license status, but also the Broker's relationship with the Bank and its employees, agents and representatives, as further set out in the Bank's violence and harassment policies and procedures;
  - d. Ensure that all applications that it submits to the Bank on behalf of a borrower are for products offered by the Bank that the Broker reasonably believes are or would be appropriate for that borrower;
  - e. Conduct business in an honest and professional manner, disclosing any or all information relating to a financing application, including any updates, as they become known to the Broker, that may affect the Bank's approval decision, reputation or liability;
  - f. Take reasonable steps to verify the identity of every applicant, co-applicant and/or guarantor and notify the Bank if such identity cannot be verified;
  - g. Not act as a representative for an applicant if the Broker has reasonable grounds to believe that the application is unlawful; and
  - h. Comply with all laws, rules and regulations applicable to the Broker including, but not limited to, laws, rules and regulations relating to privacy, anti-money laundering, consumer protection, anti-spam legislation and disclosure requirements.
2. **Equitable Bank's Obligations:** Equitable Bank agrees that:
  - a. It will provide consistent underwriting practices based upon the Bank's current underwriting guidelines and ensure that decisions and documentation reviews are made within an acceptable time period;

- b. It is not obliged to accept or approve any application submitted to it by the Broker;
- c. Provided that the Broker has complied with its Obligations under this Agreement, it will compensate the Broker based upon the amount, type and term of any financing funded by the Bank in accordance with such compensation schedules or agreements as communicated by the Bank to the Broker from time to time; and
- d. It will provide updated information and pricing on the Bank's products to the Broker.

**3. General Provisions:**

- a. The Broker will at all times be a non-exclusive Broker for the Bank, and will not at any time represent that it is in any employment or partnership relationship with the Bank.
- b. This Agreement may be terminated by: (i) either party upon 30 days prior written notice, or (ii) immediately by the Bank should Broker breach any obligation or condition of this Agreement.
- c. Any such termination will not affect the rights and obligations of the parties under this Agreement prior to the date of termination.
- d. The Bank may assign this Agreement without the prior written consent of Broker, but Broker may not assign it without Equitable Bank's prior written consent. This Agreement is binding upon the parties and their respective successors and permitted assigns.
- e. This Agreement shall be governed by, and the rights and liabilities of the parties determined and interpreted in accordance with the laws of the province or territory in which the Broker is located and the laws of Canada, and no failure or delay on the part of either party in exercising any power, right or remedy under this agreement shall operate as a waiver of such power, right or remedy.
- f. In the event that any one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any way, the remaining provisions hereof shall not be affected or impaired thereby.
- g. No amendment or waiver of any term, obligation or requirement in this Agreement will be effective unless it is in writing and signed by both parties.
- h. *For Québec residents only:* You acknowledge and agree that you have first been presented with and have examined the French version of this Agreement, and that you then have expressly requested that this Agreement, and all related documents including notices, be drawn up in the English language and that you wish to and agree to be bound by the English version of this Agreement. *Vous reconnaissez et convenez que la version française de la présente entente vous a d'abord été présentée et que vous l'avez examinée, et que vous avez ensuite expressément demandé que la présente entente et tous les documents connexes, y compris les avis, soient rédigés en anglais et que vous souhaitez être lié par la version anglaise des présentes et que vous acceptez de l'être.*

AGREED TO AS OF THE DATE FIRST NOTED ABOVE

Equitable Bank



Per: Damon Knights  
Vice-President, Sales and Distribution  
Personal Banking

XLG MORTGAGE GROUP

Brokerage Name (Please Print)



Brokerage Authorized Signature

Gaurav Seh

Name

BROKER OWNER

Title