



# NEW AGENT FORMS

## Agent Information

Male: \_\_\_\_\_ Female: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

First: \_\_\_\_\_ Last: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Home: \_\_\_\_\_ Mobile: \_\_\_\_\_

Social Insurance Number: \_\_\_\_\_ Email: \_\_\_\_\_



## Emergency Contact Information:

Relationship: \_\_\_\_\_

First: \_\_\_\_\_ Last: \_\_\_\_\_

Email: \_\_\_\_\_ Contact #: \_\_\_\_\_

## Schedule A

For the purposes of this Schedule, the expression “Affiliation Generated Business” means mortgage business derived directly from an entity, which has engaged or appointed CENTUM Chartered Finance INC. O/A Chartered Finance as its exclusive agent, to furnish to its mortgage brokerage services; and the expression “Net Commission” means the Finder’s Fees & broker fee (where applicable) received by the Company in respect of the mortgage business which the Mortgage Agent has been instrumental in generating, less all direct costs and fees payable by the company to generate the right to receive such compensation.

The Mortgage Agent is entitled to receive from the Company in respect of each mortgage transaction that the Mortgage Agent has been instrumental in originating and for which commissions are subsequently received by CENTUM Chartered Finance Inc. a commission will be calculated as follows:

Net Commissions received by CENTUM Chartered Finance Inc. will be payable to the Mortgage Agent based on the split determined by the Brokerage on all new mortgages.

The Mortgage Agent agrees that all Equifax Credit pulls under their name will be paid on a monthly basis via Direct Debit Payment, and a breakdown of the credit pulls will be provided upon request.

Executed On this \_\_\_\_\_ Day, of \_\_\_\_\_ Month, 20\_\_\_\_\_

Mortgage Agent Name (PRINT): \_\_\_\_\_

Signature: \_\_\_\_\_

Brokerage Signature: \_\_\_\_\_

## Schedule B

If the Mortgage Agent's client/customer chooses to accept the Mortgage Protection Plan "MPP", the agent will receive 5 (five) times the monthly premium. The commission will be divided by 24 (twentyfour), and paid out over a 24 (twenty-four) consecutive month period. In the event the policy is cancelled (for any reason) within the first year, the amount of commission paid out up to that point, will be clawed back.

Executed On this \_\_\_\_\_ Day, of \_\_\_\_\_ Month, 20\_\_\_\_\_

Mortgage Agent Name (PRINT): \_\_\_\_\_

Signature: \_\_\_\_\_

Brokerage Signature: \_\_\_\_\_

## Schedule C

The Mortgage Agent: \_\_\_\_\_

(Print First/Last Name)

Operating under Team Leader (If Applicable): \_\_\_\_\_

(Print First/Last Name)

Agrees to a commission split payable to the Mortgage Agent:

Finder's Fee and Broker Fee %: \_\_\_\_\_

Upon agreement of the Mortgage Agent, the Brokerage can deduct monthly Equifax Credit Costs directly from the pending commissions.

Executed On this \_\_\_\_\_ Day, of \_\_\_\_\_ Month, 20\_\_\_\_\_

Mortgage Agent Name (PRINT): \_\_\_\_\_

Signature: \_\_\_\_\_

Brokerage Signature: \_\_\_\_\_

## Agreement of Service between

### CENTUM CHARTERED FINANCE INC. and EQUIFAX CANADA

The intent of the Agreement is to outline any and all terms and conditions while under contract to work as an independent mortgage agent for CENTUM CHARTERED FINANCE INC. O/A Chartered Finance, any of its affiliates and the products and services provided by EQUIFAX to the above mentioned company and/or companies for your use.

By signing this Agreement, you become solely responsible to the following terms and conditions set forth by both CENTUM CHARTERED FINANCE INC. O/A Chartered Finance and EQUIFAX.

I \_\_\_\_\_, acting as an independent mortgage agent for CENTUM CHARTERED FINANCE INC. O/A Chartered Finance, am located at \_\_\_\_\_, agree to the following terms and conditions.

I \_\_\_\_\_, will not pull any credit files without the proper written and expressed approval of the subject and/or subjects that I am requesting a credit report on. I assume all responsibilities for the obtaining and recording of the subject and/or subjects written approvals for the purpose of accessing a consumer file and am responsible to reproduce such written approval if required to do so by either CENTUM CHARTERED FINANCE INC. O/A Chartered Finance, EQUIFAX or to a legal representative if so requested. I fully understand my legal obligations to provide prior written approval to request a consumer file before accessing any report from EQUIFAX and acknowledge that I am fully accountable in the eyes of the law. I agree to pay any and all legal fees and fines should such written and expressed authorization not be able to be reproduced upon request and shall be responsible to the full extent of the law for myself. I will not hold EQUIFAX and CENTUM CHARTERED FINANCE INC. O/A Chartered Finance responsible in any way.

I \_\_\_\_\_, will be responsible for any and all billings to me associated with the usage of such credit reports and agree to pay any and all fees on a prompt and timely basis in respect to the bill from EQUIFAX. Any and all late charges, if any, will be the sole responsibility of myself and will be paid directly to EQUIFAX.

I fully understand the responsibility entrusted to me to only disclose the information provided to me on any credit report to only the person or personal legally allowed to be informed of such information. This includes CENTUM CHARTERED FINANCE INC. O/A Chartered Finance, EQUIFAX and any other legal representative or institution to which this information may be shared.

I agree to have my name and/or company name appear on the credit report once I have accessed the report to verify that I requested that credit file and have the proper documentation to verify that I was granted permission to do so.

## Agreement of Service between

### **CENTUM CHARTERED FINANCE INC. and EQUIFAX CANADA**

I agree to the responsibility to make sure that no one will have the capability to access a consumer file or report on my behalf without my knowledge or authorization to do so. I agree to keep my member code, security code and password confidential except to those who require this information and agree to any and all costs incurred should someone access the credit files using my member code, security code and password with or without my authorization. I will also relinquish all this information back to EQUIFAX and to CENTUM Chartered Finance INC. O/A Chartered Finance once my employment or contract terminates and accept all responsibility and costs if I fail to do so. I will continue to be accountable for any and all costs until I do relinquish this information to the proper authorities and will continue to be accountable for all the above terms and conditions of this Agreement until such notice that I have been released from this Agreement.

Executed On this \_\_\_\_\_ Day, of \_\_\_\_\_ Month, 20 \_\_\_\_\_

Mortgage Agent Name (PRINT): \_\_\_\_\_

Signature: \_\_\_\_\_

Brokerage Signature: \_\_\_\_\_

## Errors and Omissions Insurance

Upon Commencement with CENTUM Chartered Finance INC. O/A Chartered Finance as an independent agent or broker, you will be required to pay an annual Errors and Omissions insurance premium, which will be \$ \_\_\_\_\_ in Ontario by Cheque/EMT/Pre-Authorized Debit. This fee will be prorated depending on your start date with CENTUM Chartered Finance O/A Chartered Finance.

Each year you will be notified prior to these renewal charges with the amount determined on a yearly basis. The fee will be subject to change however notice will be provided.

Executed On this \_\_\_\_\_ Day, of \_\_\_\_\_ Month, 20 \_\_\_\_\_

Mortgage Agent Name (PRINT): \_\_\_\_\_

Signature: \_\_\_\_\_

Brokerage Signature: \_\_\_\_\_

# Notification of Completion of the Educational Requirements for Authorized Agents

Name of Company: \_\_\_\_\_

Name of Agent: \_\_\_\_\_

Start Date: \_\_\_\_\_ Registration Number: \_\_\_\_\_

Education met for Authorization As (circle one):      Agent              Broker

Education was Met on (Date): \_\_\_\_\_

Please provide copy of Educational Certificate.

## Disclaimer and Signature:

**I certify that my answers are true and complete to the best of my knowledge. I understand that if I provide false or misleading information above it may result in the refusal of my application.**

Executed On this \_\_\_\_\_ Day, of \_\_\_\_\_ Month, 20\_\_\_\_\_

Mortgage Agent Name (PRINT): \_\_\_\_\_

Signature: \_\_\_\_\_

Brokerage Signature: \_\_\_\_\_



## Notification For Transfer Request Of Authorized Agent/Broker

Authorized Agent Name: \_\_\_\_\_

FSCO License #: \_\_\_\_\_

Effective Date for Transfer: \_\_\_\_\_

I hereby authorize CENTUM Chartered Finance INC. O/A Chartered Finance, registration number 12791, to initiate a license transfer with FSCO on my behalf for the above Mortgage Agent/Broker License on my effective date as listed.

Executed On this \_\_\_\_\_ Day, of \_\_\_\_\_ Month, 20\_\_\_\_\_

Mortgage Agent Name (PRINT): \_\_\_\_\_

Signature: \_\_\_\_\_

Brokerage Signature: \_\_\_\_\_

## Mortgage Agent Agreement

This agreement is made as of (DATE): \_\_\_\_\_

**BETWEEN:** CENTUM CHARTERED FINANCE INC. O/A CHARTERED FINANCE a company incorporated under the Canada Business Corporation Act, with its office at 404-500 Hood Rd., Markham ON, L3R9Z3 (Hereinafter Called the “Company”)

AND:

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(Hereinafter call the “Mortgage Agent”

This AGREEMENT witnesses that, in consideration of the mutual covenants and conditions hereinafter contained the Mortgage Agent and the Company respectively and agree as follows:

### RECITALS

- a) The Mortgage Brokerage is duly registered, where necessary, as a Mortgage Brokerage pursuant to the appropriate Acts and Regulations of the relevant provincial jurisdiction and owns all licenses, contracts, facilities and equipment required to conduct a mortgage brokerage business.
- b) The Mortgage Agent is an independent contractor acting as a representative of the Company and to have access to the brand and resources of the Company for the purpose of selling products and services on behalf of the Company.
- c) The Mortgage Agent agrees that during the term of this Agreement, the Mortgage Agent in the name of the Company shall transact all Mortgage Services. The Mortgage Agent agrees that Mortgage Services, in which the Mortgage Agent has an interest, either directly or indirectly, will be processed through the Company on a timely basis. In addition, the Mortgage Agent agrees that during the Term of this Agreement, the Mortgage Agent will not have any direct or indirect interest in any other active mortgage brokerage business.

# Mortgage Agent Agreement

## 1. ASSOCIATE

- a) You must be registered or licensed under the Act as a person authorized to arrange or deal in mortgages in order to provide the services described in this Agreement.
- b) You must at all times be familiar with and comply with Company policies and directions as issued by it time to time.
- c) You must abide by all legal, regulatory and ethical requirements of the applicable laws governing the conduct of mortgage agents in the Province and comply with all requirements of the Compliance, Trade Marks and Marketing Schedule issued by the Company from time to time.
- d) All mortgage transactions in which you have any direct or indirect interest must be conducted through the Company and must be reported to and processed through the Company on a timely basis. In addition, you may not have any direct or indirect interest in any other mortgage businesses.

## 2. PERFORMANCE

The Company shall retain the Mortgage Agent, effective as of the date of this Agreement, as a Mortgage Agent of the Company with the specific duties of originating mortgages and ancillary products and services from consumers. The Mortgage Agent may also perform any other duties as the Company and the Mortgage Agent may mutually agree upon from time to time. All work shall be performed in accordance with procedures and practices established and approved by the Company.

The Mortgage Agent agrees to devote such time and attention as may be necessary to effectively represent the Company and agrees to continually seek to improve his or her knowledge of the mortgage business in order to maintain the highest level of competence.

## 3. TERMS AND TERMINATION

Either party may terminate this Agreement at any time, without cause, upon 15 days prior written notice. Upon termination, both parties agree to honour their respective obligations as set out in this Agreement. If the Mortgage Agent resigns or is terminated by the Company, all pending mortgage transactions which fund after the date of resignation/termination will be included in final commission fee calculation and payment. Furthermore any commission fees payable to the Mortgage Agent for mortgage transactions not yet closed at the time of resignation/termination may be subject to a reasonable handling fee, up to and including 50% of the commissions payable, per deal, if any further work is required to be by the Company or it's agents to bring these deals to completion.

The Agreement may be terminated at any time during the Term in the following circumstances:

- a) For cause and without notice by the Company where the Mortgage Agent is in breach of the obligations in this Agreement;
- b) Upon written notice stated above from the Mortgage Agent;

#### **4. COMMISSIONS**

In all cases, commission remuneration is calculated in accordance with the schedule set forth in Schedule "A" hereto will become due and payable to the Mortgage Agent, only if, as and when, it is received by the Company. Commission fees will be payable to the Mortgage Agent within a reasonable period of time, only after the transaction file has passed Company compliance as further defined in Section 6a. If for any reason commission monies are not received by the Company, through no fault of the Company, the Company is not liable to the Mortgage Agent for payment of the Mortgage Agent's portion of the commission until the Company receives such commissions. Failure of the Company to receive commissions due to set off or liability of the Company to a lender or other party will not be grounds for failure to pay commissions to the Mortgage Agent.

#### **5. MORTGAGE BROKERAGE FEES**

All monies and other consideration received by the Mortgage Agent from any lender, client or other source relating to Mortgage Agents business shall be deemed to be received by the Mortgage Agent on behalf of the Company and delivered to the Company immediately. The Mortgage Agent must not endorse or negotiate any cheque or other instrument representing monies payable to the Company.

#### **6. MORTGAGE AGENT RESPONSIBILITIES**

a) Compliance and Reporting of Mortgage Files -With respect to each mortgage transaction, the Mortgage Agent agrees to forward to the company a complete file containing all required documentation as set forth by the Company. Upon receipt of file, if the Company determines the file to be deficient according to Company procedures or not in compliance with the Act the Company may withhold payment of commission fees in respect of the deficient file. It is the responsibility of the Mortgage Agent to maintain the accuracy and completeness of all files and to forward any missing documentation necessary to complete the deficient file in a timely manner. In the event the Mortgage Agent is given notice of a deficient file and the Mortgage Agent fails to resolve the deficiency within thirty days of receiving notice, the Company will be under no obligation to make any payment to the Mortgage Agent with respect to the deficient file.

b) Marketing and Advertising - The Mortgage Agent agrees to submit all marketing and advertising proofs for written approval by senior management of the Company prior to publication or print.

c) Training and Continuing Education - The Company agrees to provide training services to the Mortgage Agent with respect to the Company policies and procedures, technology and software, business management and sales management through the Company's shared services environment, as such training and services are developed and amended from time to time. The Mortgage Agent, at its own expense, shall successfully complete all training programs to comply with regulatory licensure, and attend continuing education as may be required time to time by the Company, regulatory agencies, or national associations.

d) Use of Name - The Mortgage Agent agrees to give the Company, and those acting under the Company's authority the right to reasonably and fairly use its name, photography, and biographical information in any publication, news release, or advertisement related to the business of the Company and the Mortgage Agent, in any place for an unlimited period, without additional compensation during the Term of this Agreement.

## **7. COMPANY'S OBLIGATIONS**

a) The Company agrees to provide the support reasonably considered by the Company in its sole discretion to be necessary to assist the Mortgage Agent to be productive.

b) The Company agrees to exert reasonable commercial efforts, in its sole discretion, to create beneficial business generation opportunities and relationships with lenders, real estate brokers, strategic partners and any other organizations to which the Mortgage Agent may have access.

c) The Company agrees to provide the Mortgage Agent with marketing tools such as a company domain name, email account and a personal web page so long as they adhere to the Agreement.

## **8. EXPENSES PAYABLE BY THE MORTGAGE AGENT**

The Mortgage Agent is responsible for all of the Mortgage Agents expenses with the exceptions stated by this Agreement or/and by the Company. Mortgage Agent expenses can be but not limited to travel, advertising, entertainment, extraordinary promotional expenses, food, fuel, transportation, cost of education and licensing, membership fee, business cards, telephone charges, credit bureau costs, and Insurance premiums. Any expenses owing and outstanding by the Mortgage Agent will be withheld and deducted by the Company from any and all commission fees earned by and payable to the Mortgage Agent.

## **9. CONFIDENTIALITY**

The Mortgage Agent agrees never to use for the Mortgage Agent's own benefit or disclose to or use for the benefit of any other person or entity any confidential information of the Company or any client of the Company or any products offered or sponsored by the Company. Confidential information shall include, without limitation, any and all information concerning the affairs of clients of the Company, its mortgage products and proprietary products, obtained by or available to the Mortgage Agent in pursuit of the business of the Company, the names and addresses of clients of the Company, and all business methods and procedures, computer programs and systems, including without limitation, programs and systems internally and externally developed specifically for the Company and used on behalf of its mortgage products and in support of the mortgage management process and business data of the company.

The Mortgage Agent agrees that all of the confidential information is and shall continue to be the exclusive property of the Company, whether or not prepared in whole or part by the Mortgage Agent and whether or not disclosed to or entrusted to the Mortgage Agent's custody.

The Mortgage Agent will keep in strictest confidence, both during the Term of this Agreement and subsequent to termination of this Agreement for one year, and will not during the Term or thereafter disclose or divulge to any person, firm or corporation.

If the Mortgage Agent leaves the Company, both CENTUM Chartered Finance INC. and its affiliates agree to not have rights to solicit the clients of the Mortgage Agent. The mortgage agent also agrees not to solicit any of the clients of Mortgage Associates Ontario Inc. directly or indirectly.

## **10. REMEDY FOR BREACH OF CONFIDENTIALITY**

In the event of an actual or threatened breach by the Mortgage Agent of the provisions of this Agreement, the Company shall be entitled to injunctive relief restraining the Mortgage Agent from the breach or threatened breach. Nothing herein shall be construed as prohibiting the Company from pursuing any other remedies available to the Company, at law or equity, including the recovery of damages from the Mortgage Agent.

## **11. NON-IMPARIEMENT**

The Undersigned Mortgage Agent hereby agrees not to directly or indirectly permit to be done any acts or communication, which may impair the relationship between the Company and their respective investors, suppliers, customers, employees, or any other person.

## **12. PROTECTION OF PERSONAL INFORMATION**

The Mortgage Agent agrees to ensure that, through any of its own acts or omissions, it does not cause the Company to violate or breach any applicable laws, legislation, rules and/or regulations.

The Mortgage Agent agrees to obtain written consent b e f o r e collecting any personal information about the client. This consent applies to the collection of information as is permitted by law, in conducting business as a Mortgage Agent, agent or broker. This includes, without limitation:

- a) Social insurance number, personal credit history and financial information needed for the evaluation of the client in a mortgage transaction;
- b) The collection and sharing information listed above (a), by and among the Mortgage Agent and the Company and any credit reporting agencies, credit grantors, credit bureaus, mortgage issuers and any other person for the purpose of evaluating the client's application and completing the mortgage transaction;
- c) The term "privacy laws" as used in this Agreement shall mean any and all laws, regulations, bya laws and ordinances that regulate the collection, use or disclosure of personal information about an identifiable individual, or information about entities other than identifiable individuals, in each jurisdiction in which the Company carries on its business.

## **13. INDEMNITY**

The Mortgage Agent agrees to indemnify, defend, and hold the Company and its successors, officers, directors, shareholders, agents, consultants, counsel and employees harmless from any and all actions, causes of action, claims, demands, costs, liabilities, losses, penalties, fines, expenses and damages arising out of, or in connection with any breach of this Agreement or by any act, mismanagement, embezzlement, neglect, misrepresentation, default, or omission made by the Mortgage Agent. This Agreement extends even if such claims are brought or filed after termination or expiration of this agreement or any renewal or extension of this Agreement.

The Company agrees to indemnify, defend, and hold the Mortgage Agent and its successors, officers, directors, shareholders, agents, consultants, counsel and employees harmless from any and all actions, causes of action, claims, demands, costs, liabilities, losses, penalties, fines, expenses and damages arising out of, or in connection with any breach of this Agreement or by any act, mismanagement, embezzlement, neglect, misrepresentation, default, or omission made by the Company. This Agreement extends even if such claims are brought or filed after termination or expiration of this agreement or any renewal or extension of this Agreement.

## **14. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws applicable in the Province of Ontario and the laws of Canada applicable therein.

**15. INDEBTEDNESS**

If the Mortgage Agent becomes liable to pay the Company any monies, pursuant to this Agreement or otherwise, the Company is entitled to deduct such monies from any amounts or commission fees payable to the Mortgage Agent under this Agreement.

**16. BACKGROUND SCREENING**

In addition to the requirements contained within this Agreement and (“Equifax”) Service Agreement, effectively immediately, all Mortgage Brokers/Agents must comply with the following Equifax requirements. Centum Chartered Finance Inc. must do a credit check on all Mortgage Brokers, Agents, administrators and any other licensable person (collectively, the “Licensed Persons”) and must be licensed with the appropriate provincial mortgage licensing body (if applicable) for a minimum of sixty (60) days before any access to Equifax data will be granted.

**17. NOTICE**

Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law shall be sufficient if in writing, and if/when sent by personal delivery, registered mail, or prepaid courier, to the Mortgage Agent’s address, or to the Company’s office, as the case may be.

I/we warrant and confirm that the information given in the employment contract form is true and correct and I/we understand that it is being used to determine my/our credit responsibility and to evaluate and respond to my/our request for employment with Centum Chartered Finance Inc. You are authorized to obtain any information you may require for these purposes from other sources (including, for example, credit bureau) and each source is hereby authorized to provide you with such information. I/we also understand, acknowledge and agree that the information given in the employment contract form as well as other information you obtain in relation to my credit history may be disclosed to potential other service providers, organizations providing technological or other support services required in relation to this application and any other parties with whom I/we propose to have a financial relationship.

Executed On this \_\_\_\_\_ Day, of \_\_\_\_\_ Month, 20\_\_\_\_\_

Mortgage Agent Name (PRINT): \_\_\_\_\_

Signature: \_\_\_\_\_

Brokerage Signature: \_\_\_\_\_



# UNDERTAKING

To: Centum Chartered Finance Inc. O/A Chartered Finance

Re: *Terms and Conditions under the Mortgage Brokers Act filed by:*

## **CENTUM CHARTERED FINANCE INC. O/A CHARTERED FINANCE**

I \_\_\_\_\_ Hereby

undertake as follows on behalf of:

## **CENTUM CHARTERED FINANCE INC. O/A CHARTERED FINANCE**

I will not syndicate nor administer mortgages

Executed On this \_\_\_\_\_ Day, of \_\_\_\_\_ Month, 20 \_\_\_\_\_

Mortgage Agent Name (PRINT): \_\_\_\_\_

Signature: \_\_\_\_\_

Brokerage Signature: \_\_\_\_\_

## PRE AUTHORIZED PAYMENT FORM

Employee #: \_\_\_\_\_ To be assigned by Corporate Office

Last Name: \_\_\_\_\_

First Name: \_\_\_\_\_

SIN #: \_\_\_\_\_

Date Of Birth: \_\_\_\_\_

*Your signature must be in this box without touching or extending beyond the sides of the box.*

ATTACH **VOID** CHEQUE BELOW

Name Of Account Holder: \_\_\_\_\_

## ACKNOWLEDGEMENT OF RECEIPT OF POLICY AND PROCEDURES

I have received and read the content, requirements, and expectations within the policy and procedures manual, at Centum Chartered Finance Inc. O/A Chartered Finance I have received a copy of the policy and agree to abide by the policy guidelines as a condition of my employment and my continuing employment at Centum Chartered Finance Inc. O/A Chartered Finance

I understand that if I have questions, at any time, regarding the policy and procedures, I will consult with the appropriate party at Centum Chartered Finance Inc. O/A Chartered Finance .

Please read the policy and procedures carefully to ensure that you understand the policy before signing this document.

Agent Signature: \_\_\_\_\_

Agent Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Brokerage Signature: \_\_\_\_\_

# CENTRAL UNDERWRITING

All agents are able to take advantage of Chartered Finance's Central Underwriting. The commission would be a \_\_\_\_ % Agent/ \_\_\_\_ % Brokerage Split.

The brokerage would handle the file completion and compliance.

Executed On this \_\_\_\_\_ Day, of \_\_\_\_\_ Month, 20 \_\_\_\_\_

Mortgage Agent Name (PRINT): \_\_\_\_\_

Signature: \_\_\_\_\_

Brokerage Signature: \_\_\_\_\_