



canada mortgage brokers inc.

Telephone (416) 410-1315 Fax (416) 410-1315

Independent Contractor Agreement

This agreement dated as of the _____ day of _____, 20__.

Between:

C.M.B. Canada Mortgage Brokers Inc.
Hereinafter called the ("Broker" or "Company")

A company formed under the Companies Act of the province of Ontario, and having it's head office at 20 – 365 Healey Road Bolton, Ontario L7E 5C1

-and-

_____,
Hereinafter called the ("Mortgage Specialist" or "Mortgage Consultant")

Residing at _____ .

Tel. _____ Fax. _____ e-mail. _____

1. Recitals:

1.1 The company is duly registered as a mortgage broker pursuant to the *Mortgage Brokers Act of Ontario, Canada* (the "Act") and owns, for the purpose thereof, all facilities and equipment required to conduct a mortgage brokerage business.

1.2 The Mortgage Specialist is an independent contractor desiring access to such facilities and equipment for the purpose of conducting therefrom a mortgage brokerage business.

1.3 This agreement is not intended to create any relationship between the Mortgage Specialist and the Company except that of two independent contracting parties relating to provision of the services of the Mortgage Specialist on the terms set out.

2. Witnesses:

2.1 In consideration of the sum of TWO (\$2.00) Dollars, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto), the parties hereby agree each with the other of them as follows:

3. Qualifications

3.1 The Mortgage Specialist represents and warrants that they are duly registered as a Mortgage Broker or Mortgage Broker Agent or having met the requirements to transact mortgages in the province of Ontario, and pursuant to and as defined in the Act. The Mortgage Specialist agrees to abide by all requirements established by the Act from time to time governing the conduct of mortgage brokers. The Mortgage Specialist agrees to increase their knowledge of the mortgage business in order to maintain a high level of competence. The Mortgage Specialist agrees to abide by the Code of Ethics and Standards of Business Practice established by the Canadian Institute of Mortgage Brokers and Lenders and the Independent Mortgage Brokers Association and further agrees to be a member in good standing of any/all Provincial Mortgage Associations that the Company belongs.

3.2 The Mortgage Specialist shall devote such portions of his or her time and energy as Mortgage Specialist deems appropriate to the furtherance of the Mortgage Specialist's business. Such business shall be conducted subject to all laws applicable to the business.

4. Duties and Responsibilities of Consultants

4.1 For the purposes of the mortgage applications, the Mortgage Specialist agrees to use the CMB Worksheet, CMB Introduction referred to in Schedule 2 and 3 attached or such other forms provided by the Broker including mortgage documents on the mortgage software. Consultants agree to complete the CMB Worksheet, CMB Introduction forms on behalf of the Mortgage Applicant and to submit such worksheet to the lenders via the approved mortgage software, lender websites, e-mail or by fax. The Mortgage Specialist shall ensure that the CMB Worksheet, CMB Introduction forms or mortgage applications are signed by all Mortgage Applicants.

4.2 If the mortgage application is approved, the Mortgage Specialist will send directly to each Mortgage Applicant, to the address in the Mortgage Applicant's Application, a commitment letter confirming the amount and conditions of the Mortgage and any documentation or certificate that the lender wishes to provide relating to the Mortgage. If the Mortgage is not approved, the Mortgage Consultant will contact the Mortgage Applicant directly to advise him or her that the Mortgage has been declined.

4.3 The Mortgage Specialist represents, warrants and covenants that entering into and performance of this Agreement by the Mortgage Specialist shall not contravene, breach or infringe any Laws, including but not limited to, Mortgage Broker legislation, any contract, fiduciary obligations, or rights of other persons (including without limitation any confidentiality, moral, or intellectual property rights of any nature whatsoever).

5. Company Obligations

5.1 The Company agrees to provide the Mortgage Specialist with 24 – hour telephone answering and such other facilities and services which may be made available by the Company from time to time in its sole discretion.

5.2 The Company agrees to assist the Mortgage Specialist by exerting reasonable commercial efforts to establish a strong brand name as well as by providing advice, coaching, training and support reasonably considered by the Company in its sole discretion to be necessary to permit the Mortgage Specialist to be a productive mortgage broker.

5.3 The Company agrees to exert reasonable commercial efforts to create beneficial business generation opportunities and relationships with lenders, real estate brokers and strategic partners of which the Mortgage Specialist may avail himself or herself.

6. Commissions

6.1 In all cases, commissions calculated in accordance with the schedule set forth in Appendix 1 hereto will become due and payable to the Mortgage Specialist only if, as and when they are received by the Company and that all files are properly documented as requested by the Financial Services Commission of Ontario, or to Company standards and is determined at its sole discretion. If a commission is not received by the Company, the Company is not liable to the Mortgage Specialist for payment of the Mortgage Specialist's portion of such commission. The Mortgage Specialist is and remains responsible for the timely follow-up with, and collection of commissions from the lenders.

7. Expenses Payable by Mortgage Specialist

7.1 The Mortgage Specialist shall maintain an office in their home from which to conduct business and be responsible for the payment of all expenses. Without restricting the generality of the foregoing, the Mortgage Specialist agrees to be responsible for the following expenses whenever incurred by or with the authority of the Mortgage Specialist: travel; entertainment; food; lodging; fuel; repair; maintenance and insurance of automobiles(including liability insurance); advertising; pagers; postage costs; all long distance telephone calls; all long distance fax charges; photocopying; credit reports; association fees; use of head office fees; annual fees payable by the Mortgage Specialist to maintaining his or her registration under the Act; extraordinary promotional expenses; fines or penalties (or both); business cards; promotional items (such as pens, calendars, newsletters, letterhead etc.,) courier fees; individual's portion of the costs of

Errors and Omissions Insurance which may be effected in the sole discretion of the Company.

7.2 All the forgoing expenses which are not paid directly by the Mortgage Specialist are hereby specifically and expressly authorized by the Mortgage Specialist to be withheld and deducted by the Company from any and all commissions earned by and payable to the Mortgage Specialist.

8. Policies

8.1 The Mortgage Specialist shall adhere to company policies and procedures set by the Company from time to time, a copy of which is available from the Mortgage Broker on record for the time being in place. These policies are subject to change without prior notice at the company's sole option. All changes shall be provided in writing to the Mortgage Specialist as soon as practicable after any such change has been authorized by the Company.

9. Payments

9.1 The Mortgage Specialist shall have no authority to bind the Company in any matter for anything unless expressly authorized to do so in advance and in writing. Under no circumstances shall the Company be responsible for any expense whatsoever incurred by the Mortgage Specialist in the actual or purported performance of their duties. The Mortgage Specialist is not to be paid directly by borrowers or lenders and all monies for Mortgage Services are to be paid to the Company.

10. Indemnity

10.1 The Mortgage Specialist covenants and agrees that they will faithfully discharge the Mortgage Specialist's duties hereunder and will at all times hereafter keep the Company indemnified against all losses, costs, damages, expenses, penalties, fines, actions and causes of action, which the Company may pay, sustain, or be put to be reason of any act, mismanagement, embezzlement, neglect, misrepresentation, default, of or by the Mortgage Specialist.

11. Withholding

11.1 The Mortgage Specialist agrees that the Company may withhold all amounts payable to the Mortgage Specialist by the Company until it has funds in its possession that would otherwise be payable to a maximum amount the Company could be found to be liable to pay by reason of any anticipated loss, cost, damage, expense, penalty or fine to or of the Company attributable to the wrongful or negligent act or failure to act of the Mortgage Specialist. An example would be the \$ 2,500.00 deductible on Errors and Omissions Insurance that fluctuates with the desired coverage arranged by the Company.

12. Set-off of Indebtedness

12.1 If and whenever pursuant to the terms of this agreement or otherwise the Mortgage Specialist becomes liable to pay the Company any monies, then such monies may be deducted by the Company from any monies that may be due and owing to the Mortgage Specialist.

13. Payments and Communication

13.1 All payments and communications which may be or are required to be given by the Mortgage Specialist or the Company to the other of them, shall (in the absence of any specific provision to the contrary) be in writing and delivered to the Mortgage Specialist or the Company (as the case may be) at the principal address of the Company (provided, in the case of the Mortgage Specialist, the Company may instead if it deems it appropriate deliver or mail the same prepaid registered mail to the last home address of the Mortgage Specialist appearing in the records of the Company). Any payment or communication so delivered, shall be conclusively deemed to have been received at the time of delivery.

14. Term and Termination

14.1 Term

The term of this Agreement shall be twelve (12) months from the Effective Date and shall automatically renew for additional twelve (12) month periods unless terminated earlier as provided below.

14.2 Termination

The Mortgage Consultant may cancel this Agreement at any time on sixty (60) days written notice. Consultant may terminate this agreement without (60) days written notice if the Company fails to cure a default of a material obligation in this Agreement within thirty (30) days of receiving written notice specifying such default. The Company may terminate this agreement at any time and for any reason without prior notice.

14.3 Effect of Termination

Upon termination of this Agreement for any reason, all rights and licenses granted under this Agreement shall terminate, and Mortgage Specialist shall immediately cease use of the Company Service and Licensed Marks. The Company shall pay any amounts owed to the Mortgage Specialist within 30 days of the effective date of termination. Any fees owing to the Mortgage Specialist will be paid after a payment of commission by the lender.

15. Company Property

15.1 Upon any termination of this agreement, the Mortgage Specialist will return to the Company all supplies and sales literature, received at any time by the Mortgage Specialist from the Company. The Mortgage Specialist agrees that if they fail to return any such items, the Mortgage Specialist will pay forthwith to the Company the value of such items as are not returned to the Company.

16. Debts

16.1 In the even the Mortgage Specialist is indebted to the Company, then the amount is payable on demand, and until such debt has been repaid, the amount outstanding from time to time shall bear interest at the rate of 21% per annum compounded annually (twenty-one percent per annum compounded annually).

17. Survival of Sections

17.1 Sections 10.0 through 16.1 inclusive hereof and this section 17.1 shall survive any termination of this agreement and shall enure to the benefit of and be binding upon the parties hereto and their respective heirs executors, administrators, successors and assigns.

18. Partial Invalidity

18.1 If any provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the agreement, or the application of such provision or part thereof to persons or circumstances other than those as to which it is held invalid and enforceable, shall not be affected thereby and each provision of the agreement shall be valid and enforced to the fullest extent permitted by law and be independent of every other provision of this agreement.

19. Waiver of Default

19.1 The Company or the Mortgage Specialist may in its, their sole discretion waive any default of the Mortgage Specialist or of the Company hereunder but no such waiver shall extend to or be taken in any manner whatsoever to affect any subsequent default or the rights resulting therefrom but rather shall apply only to the particular default waived. Without restricting the generality of the foregoing, it is agreed that no series of waivers by the Company or the Mortgage Specialist of any series of defaults relating to the same obligation shall constitute a waiver of any subsequent default of the same nature.

20. Warranty and Limitations

20.1 The Mortgage Specialist is not authorized to represent or act as an agent of the Company, to bind, or represent the Company for any legally binding contracts, borrowing agreements, purchase agreements, sale agreements, legal actions brought to the Company or from the Company, loan agreements or other

agreements not acknowledged by an authorized officer of the Company in writing.

20.2 Except as may be expressly provided in this Agreement, all services provided by the Company hereunder are provided “as is” without any warranty whatsoever. The Mortgage Specialist recognizes that the “as is” clause of this agreement is an important part of the basis of this agreement, without which the Company would not have agreed to enter into this agreement. The Company expressly disclaims all other warranties, terms or conditions, express, implied, statutory, regarding the services, including any warranties of merchantability, title, fitness for particular purpose and infringement. No representation or other affirmation of fact, regarding the services shall be deemed a warranty for any purpose or give rise to any liability of the Company whatsoever. The Mortgage Specialist acknowledges that it has relied on no warranties other than that express warranty in agreement.

21. Remedies, Assignments, Entirety of Agreement

21.1 All rights and remedies conferred in this agreement or at law or in equity or by statute are cumulative and may be exercised independently or in combination.

21.2 The agreement is personal to the Mortgage Specialist and no rights or obligations of the Mortgage Specialist hereunder shall be assigned. The Company may assign its rights and obligation hereunder to any successor to the business of the Company of any part thereof, whereupon the Company shall be relieved of all obligations hereunder arising subsequent to the date of such assignment.

21.3 This agreement constitutes the entire agreement between the Company and the Mortgage Specialist relative to the retention of the services of the Mortgage Specialist by the Company and supersedes all understanding and prior agreements in that regard. It may not be changed orally but only by an agreement in writing.

23. General Provisions.

23.1 If the performance of this Agreement is prevented, restricted or interfered with by but not limited to: fire or other casualty or accident, strikes or labor disputes, any law, order, proclamation, regulations, ordinance, demand or requirement of any government agency, non payment of brokerage fees to the Company, or any other similar act or condition beyond the reasonable control of the parties hereto, the party so affected will, upon giving prompt notice to the other party, be excused from such performance during such prevention, restriction or interference. Each party agrees to comply with all applicable Canadian or United States Federal, Provincial or State and local laws and regulations in the performance of its respective obligations under this Agreement. This Agreement shall be governed by the laws of the Province of Ontario as applied to agreements made, entered into and performed entirely in Ontario between Ontario residents. No waiver of any term or condition of this Agreement will be valid or binding on a party unless the same has been mutually assented to

Void Cheque

Direct deposit every 2 weeks, less any deductions for expenses

Business Card Information:

Price \$ 60.00 for 500 cards, make cheque payable to CMB Canada Mortgage Brokers Inc.

Name: _____

Tel. _____

Cell. _____

Fax. _____

e-mail: _____

Website: www.insuranceandmoney.com (default)

Address: 365 Healey Road Unit 20 Bolton, Ontario L7E 5C1 (default)

Office Tel. 416.410.1315 (default)

Address: Use default _____ Do not use Default _____(use address below)

Your address _____

Website: _____