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A BETTER WAY MORTGAGE GROUP



Client Engagement Agreement (Borrower)

This agreement sets out the terms and conditions under which you, the undersigned borrower(s), agree to retain DLC A Better Way (“we”, “us” or the “Brokerage”) to facilitate your application for mortgage financing, and the terms and conditions under which the Brokerage agrees to provide services to you. For the purposes of this agreement, the term “you” or “your” shall include each of the undersigned borrower(s).

During the term of this agreement, the Brokerage will assign a licensed mortgage professional to assist you with your mortgage application (the “Mortgage Professional”). You acknowledge that the Mortgage Professional is an employee or independent contractor for the Brokerage and must comply with all policies and procedures of the Brokerage as well as all regulatory requirements.

Our Responsibilities to you include:

In facilitating your application for mortgage financing, the Brokerage and Mortgage Professional agree to:

- represent your best interests;
- recommend a particular mortgage solution(s);
- advocate on your behalf;
- provide confidential advice;
- be honest;
- exercise reasonable care and skill;
- gather your intended property and financial information to determine the lending options available to you;
- disclose and explain appropriate finance options for your consideration;
- complete and submit documentation to the lender; and
- keep you informed of the progress of your application.

You acknowledge and understand that the Brokerage is not a lender and that the Brokerage and Mortgage Professional do not make any representations or warranties as to the amount of available financing or the terms of such financing. You acknowledge that all such financing terms will be set out in Mortgage Commitment letters issued by potential lenders.

Our responsibilities to the lender include:

In facilitating your application for mortgage financing, you acknowledge that the Brokerage and Mortgage Professional have the following obligations to potential lenders:

- being honest; and
- exercising reasonable skill and care.

Your Responsibilities:

In making your application for mortgage financing, you agree to:

- be honest;
- provide us with personal and financial information and keep us updated on any changes in your financial picture;
- pay all applicable expenses related to your mortgage transaction, including but not limited to: credit report(s), appraisal(s), personal information vetting, and registries report, whether or not you receive approval or funding. All expenses to be paid by you will be discussed and approved by you.

Suitability and Risks

We will carefully match you to a lender and product we believe is to be the best fit with your financial position, life stage, and goals. Our recommendation will take into consideration the risks that you, the lender, and the Brokerage may assume, and you will be provided disclosures relating to the total cost of borrowing as well as any conflicts of interests that may exist.

Personal and Confidential Information

Your personal information and its security are important to us. Be assured you can provide your personal information knowing that we will only collect the information necessary to achieve your financing goals. We do not sell your information

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to a third party. Your information and documents are stored in a secure, encrypted service. All conversations and notes are kept confidential. However, if we discover illegal or fraudulent activity during a transaction, we may be required to report these findings to the appropriate authorities.

You give your consent to us to collect, maintain, use, and disclose your personal information for the purpose of this Agreement and for all uses consistent with arranging and/or renewing loans, mortgages or other financing. You agree, we will collect your personal information from any person or source that has personal information about you. You authorize them to release your personal information to us. You agree we can provide your personal information and financing application to each potential lender, insurer, insurance agent/broker or service provider, and they may receive this information maintain records relating to you, including your Social Insurance Number, if you provide it. You agree, each potential lender, and we can verify any information from any source for the purposes of this agreement and arranging and/or renewing loans, mortgages or other financing. You agree we will retain your personal information for safekeeping in accordance with applicable legislation, including the Personal Information Protection Act (PIPA) and the Personal Information Protection and Electronic Documents Act (PIPEDA), whether or not your financing is approved or funded. You agree, we may send the application and personal information to a corporate office of the Brokerage and hold the information securely with access restricted to individuals having a need to deal with the information.

We will not: a) give out any of your confidential information without your consent, unless required by law; or b) use confidential information we receive from you or that we get from performing under this agreement for any other purpose than those in this agreement unless you agree in writing. Our duty to keep your information confidential continues after this agreement ends.

Collection and Use of Information

To better understand your financial needs and make you aware of new services that could help you reach your goals, the Brokerage collects personal information from a variety of sources. Personal information collected and reasons for collection include, but are not limited to, are:

- Data such as name, address, contact numbers, email contact, income, employment, age, net worth, investment objectives, and banking information;
- Unique identifiers: such as social insurance, driver's license, passport numbers, etc.; used to fulfill regulatory and other governmental obligations to distinguish you from other clients with similar names;
- Information from a consumer reporting agency or other source, which may include account information and/or information about your creditworthiness. The Brokerage uses this information to help determine the mortgage product that is suitable for your mortgage needs.
- The Brokerage collects this information to provide the services you have requested, and to help us determine how we or other non-affiliated companies may be of service to you.

The Brokerage will keep in touch via electronic messaging during your transaction as permitted by the legislation. The Brokerage will also occasionally communicate with its database via electronic messages. The content provides insightful information on mortgages, finances, insurance. As part of this engagement, you consent to the receiving of these communications for the term of my/our mortgage. You can unsubscribe from these communications at any time by notifying the Brokerage by email.

Guidelines for Disclosure of Information

- We may provide information to credit bureau agencies, financial institutions, insurers, private investors, creditor life company and our legal representatives.
- We shall use the information to determine your financial situation for purposes related to services that you have requested from us.
- We may also provide the information to others that work for us but only as needed for the provision of those services.
- If your Mortgage Professional transitions from the Brokerage to another brokerage, your information may be copied to their new brokerage upon the Mortgage Professional's request.

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- We shall use your social insurance number as an aid to identify you with credit bureau agencies and financial institutions for credit history file matching purposes.
- We may store the documents you provided during this transaction with a third-party service provider.
- We will retain all documents and information collected relating to each mortgage transaction or potential mortgage transaction in which we are involved, and these files are kept a minimum of seven (7) years as per regulatory requirements.
- We will not use or disclose personal information for purposes other than those for which it was collected, except with the consent of the individual(s) or as required by law.

Credit Bureau Consent

By signing this agreement:

- you declare the information provided to the Brokerage and the Mortgage Professional is a true and complete representation;
- you confirm that you understand that it is being used to determine your credit responsibility and to evaluate your request for credit;
- you authorize the Brokerage, the Mortgage Professional or their designate to obtain a credit report;
- you further authorize potential mortgage lenders and/or mortgage insurers to obtain Your credit report(s) and history anytime throughout the course of an application for financing
- you acknowledge that the completion of a credit application may take time and may entail additional credit reports;
- you permit additional credit reports for up to 1 year (12 months) from the date signed below; and
- you authorize the Brokerage to exchange such credit information for the purpose of securing credit with potential mortgage lenders, mortgage insurers or other service providers.

Compensation

Generally, the lender pays the Brokerage for arranging your mortgage, which varies depending on the lender and the nature of the financing obtained. In certain situations, a fee may be charged to you by the Lender or Brokerage or both for arranging the financing. The fee will vary depending on the amount and nature of the financing required. Once known, we will disclose any fee(s) and obtain your approval before you enter into any financing agreement or Mortgage Commitment.

Fees for services may only be paid to the Brokerage and no fees or other amounts may be paid directly to the Mortgage Professional.

You may have to pay additional expenses in connection with the financing arranged, which include but are not limited to: legal fees and disbursements, title searches, title insurance, appraisal fees, mortgage processing fees, Property Transfer Taxes, provincial and federal taxes; strata document retrieval fees and such other fees as may be reasonably required in the context of completing the financing.

Limitation of Liability

To the maximum extent permitted by applicable law, neither the Brokerage nor the Mortgage Professional shall be liable you for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, or use, arising out of or relating to this agreement, even if advised of the possibility of such damages. Except for claims of gross negligence or fraud, the total cumulative liability under this agreement for the Brokerage and the Mortgage Professional shall not exceed two times (2x) the fees received by the Brokerage under this agreement.

Unless otherwise specified by the provincial legislation in which you reside, the Brokerage and the Mortgage Professional shall not be considered your fiduciary and shall only be obligated to provide the services as specifically set out in this agreement.

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Dispute Resolution – Mandatory Arbitration

In the rare event of a dispute between you and the Brokerage (or Mortgage Professional), you agree to first attempt to resolve any dispute, controversy, or claim arising out of or relating to this agreement through good faith negotiations with the Brokerage. If the dispute is not resolved within thirty (30) days, you or the Brokerage shall submit the matter to mediation administered by a mutually agreed mediator in the province in which you reside. If mediation does not resolve the dispute, the matter shall be referred to and finally resolved by arbitration under the provincial arbitration act in the province in which you reside, with the arbitration to be conducted in the nearest city to you, by a single arbitrator. The decision of the arbitrator shall be final and binding, and judgment may be entered in any court of competent jurisdiction.

Insurance Awareness and Referrals

Our Mortgage Professional may provide you with referral options for mortgage life insurance, critical illness and disability insurance or home and auto insurance to protect you and your family. Neither the Brokerage nor the Mortgage Professional are licensed to sell insurance and will only provide you with general information about the existence of insurance products that you may want to consider. All information about insurance products, premiums, deductibles, coverage and exclusions will be provided solely by the licensed insurance companies offering such insurance. In the event you proceed with insurance, the Brokerage may receive a referral fee from the insurance provider.

Term and Termination

This Agreement begins on the date in which it is signed by you and the Brokerage and it ends on the earlier of the date of funding of the loan, mortgage or other financing; or the date on which the agreement is terminated by you or the Brokerage as set out herein.

You may terminate this engagement at any time by providing us with written notice. We may terminate this engagement at any time by providing you with written notice, which may be for reasons including, but not limited to:

- you provide us with false, incomplete or misleading information;
- you ask us to perform an unethical or illegal act;
- you fail to cooperate with us; or
- we cannot find suitable financing for you despite our best efforts.

By initialing, you consent under Canada's Anti-Spam Legislation for us to send you communications about the latest mortgage news, events and services we believe may be of interest to you.

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By signing below, you grant our Mortgage Advisor(s) and Brokerage permission to contact you in the future to discuss your mortgage transaction. and you acknowledge and agree that you have read, understood, and received a copy of this Client Engagement Agreement and agree to be bound by its terms.

_____ Client Signature	_____ Client Name	_____ Date
_____ Client Signature	_____ Client Name	_____ Date
_____ Client Signature	_____ Client Name	_____ Date
_____ Client Signature	_____ Client Name	_____ Date