



# CLIENT ACKNOWLEDGEMENT

## GENERAL TERMS

Centum Optima Mortgages Inc. is a licensed Mortgage Brokerage operating in the Province of Ontario. This document is written in plain English, from your perspective: The words "I", "me", and "my" mean each client who signs this document below, and the word "you" means our Mortgage Brokerage (hereinafter referred to as "the brokerage"). All words and phrases contained in this Agreement are to be construed in the singular, plural, masculine, feminine or neuter according to the context.

## OBLIGATIONS

I warrant and confirm that all information I provide to you in connection with any mortgage application or other service you provide (a transaction) will be true and correct, and I acknowledge that you and any lenders or other persons to whom you submit that information will be relying on it in order to consider our application and/or determine our creditworthiness. I hereby release you from all claims in damages or otherwise that we may have in connection with or arising from any use, disclosure or release of any of our personal information, and that I will indemnify you against and save you harmless from any and all claims in damages or otherwise which may be made by any third party in connection with or arising from any personal or other information that we have provided to you. I will pay all legal, property appraisal, and registration fees and other costs or expenses incurred by you in connection with a transaction, such costs to be disclosed to me and agreed to before they are incurred by you.

## COMPENSATION

By signing below, I am acknowledging my understanding that the Mortgage Agent or Mortgage Broker who has affixed their signature below will receive compensation for arranging this mortgage in the form of commissions paid to the Brokerage on the completion of this transaction. Such Commissions may take the form of:

- **Brokerage Fees** you may charge for providing our services, such fees to be disclosed to me fully in advance, and contained in the Ontario Disclosure to Borrower provided to me at the time you present to me any Mortgage Commitment from a Lender;
- **Finder's Fees** provided to you by the Lender;
- **Efficiency Bonus** amounts provided to you by the Lender, based on the percentage of applications received to deals funded by that lender; and
- **Volume Bonus** amounts provided to you by the Lender. Volume Bonuses are additional commissions provided to the Agent/Broker as a result of the total mortgage dollar volume referred to and funded by a specific Lender in a given year by:
  - Any company you are affiliated with nationally; and/or
  - This brokerage in general; and/or
  - The individual Mortgage Agent or Mortgage Broker performing this transaction.

You may also receive additional non-monetary compensation from a Lender, in the form of:

- Rewards "points" that can be exchanged for most goods and services
- Other "points" that may be redeemed to discount interest rates on future mortgage business for other customers
- Travel rewards (airfare, vacations, etc.)
- Educational or Conference attendance tickets at reduced or no charge
- Marketing materials or other co-operative advertising

If there are specific compensation benefits for you to offer me a mortgage from one company over another, you will fully disclose this information to me as part of the mortgage application process so that I may make a fully informed decision regarding the placement of my mortgage with specific lenders.

COLLECTION OF IDENTIFICATION FOR THE PURPOSE OF FRAUD PREVENTION

I will provide one piece of identification, in the form of a Driver's Licence, Age of Majority Card, Passport, or other appropriate documentation as requested by you and documented below by you in order for you to ensure my identity for the purposes of this transaction. I understand and agree that this identification information will be provided to both the Lender and my Solicitor for the purpose of identity verification and fraud prevention with regard to this transaction.

ORIGINAL DOCUMENTATION

In order to facilitate this transaction, I agree to provide you with any and all original documentation requested by the Lender as a condition of the mortgage. You agree to return all original documentation to me when requested, at no charge.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

I acknowledge that I have a right to, and you have a fiduciary responsibility to, provide me with sound advice and to recommend the appropriate mortgage product, features, term, amortization, rate, etc. to suit my specific needs and without regard to the form or amount of remuneration you will receive as a result of this transaction.

You will also discuss with me, and disclose to me in writing, any potential or actual conflicts of interest related to the arrangement of my mortgage, in order to enable me to make an informed decision about this transaction. For the purposes of this transaction, the following represent actual or perceived conflicts of interest:


I acknowledge that you are acting solely on my behalf and are not representing any interests of the Lender, save your fiduciary responsibilities to them, as part of facilitating this transaction.

I acknowledge that during the previous fiscal year, this brokerage acted on behalf of \_\_\_ different lenders, but that no one lender represented 50% or more of their business during that year. I understand that your brokerage does/does not in any capacity operate as a Lender.

I acknowledge that you may compensate other individuals or entities in a monetary or non-monetary fashion, and that such compensation may including referral fees, service fees, or other fees and that these fees must be disclosed to me. For the purposes of this transaction, the following individuals/entities received remuneration:

Individual/Entity Name	Type of Fee / Service Provided	Amount of Fee

I agree that, in the case of a Reverse Mortgage, I will provide a signed statement from my lawyer indicating that I have received independent legal advice regarding this transaction.

CLIENT RISK PROFILE FORM

I acknowledge that I have completed a Client Risk Profile form, and that this form will be maintained in my file to reflect my risk profile for the purposes of proper analysis of the borrowing products and services you may recommend to me.

## COMMUNICATIONS WITH PARTIES INVOLVED IN THIS TRANSACTION

I authorize your brokerage to notify and or communicate with any other parties to obtaining a mortgage approval including lenders, mortgage insurers, other mortgage brokerage's or any other 3<sup>rd</sup> party service provider relevant to this transaction. When my application for a mortgage has been approved I provide authorization to communicate and disclose information regarding the status to my lawyer, the real estate agent, or other third-party (appraiser, etc.) involved in this transaction. Only where such information is relevant to this transaction and the party in question.

## INDEMNIFICATION OF BROKERAGE REGARDING LENDER/INSURER REQUIREMENTS

I understand that any information you provide to me regarding potential mortgage approvals, products available to me, or other details about this mortgage transaction are based on your understanding of my personal financial situation as I have disclosed to you, the information contained in my Credit Bureau report, and the information provided to you by any Lender with whom you have been discussing my mortgage transaction. You will inform me whenever this information includes estimates or assumptions on your part based on other information I have provided. I acknowledge that any and all mortgage approvals and commitments provided to me are done so providing I meet all outstanding conditions associated with those approvals and commitments, that the withdrawal of those conditions is at the sole discretion of the Lender, and that the Lender retains the right to request additional information from me at any point up to and including the Closing Date of the mortgage transaction in order to satisfy their underwriting requirements. I also understand that my failure to meet these conditions may result in the mortgage not proceeding, and that this decision is at the sole discretion of the Lender.

## DISCLOSURE OF MATERIAL RISKS

I acknowledge that you have disclosed to me the general risks to me associated with this mortgage, including:

- Affordability of this mortgage (including Principal, Interest, and Taxes) given my current financial situation (up to, and including, creating and reviewing a home budget for our current financial circumstances)
- Risk to this mortgage and my overall financial situation should I lose employment
- Risk of being charged NSF Fees charged by the Lender should any mortgage payments be returned by my financial institution
- Risk of having to pay administrative or discharge fees at the end of the term of this mortgage should I choose not to renew with this Lender, or should I pay this mortgage out in advance
- Risk of falling into arrears, and the impacts to me of doing so, including risks of default and foreclosure
- Prepayment penalties for paying out this mortgage early, and how they are calculated
- Interest Rate Differential penalties for paying out this mortgage early, and how they are calculated
- Risks of my property depreciating in value, resulting in potential loss of equity
- Risks of interest rates increasing after the renewal date at the end of the term, and potential negative impact on my personal financial situation and home budget should my payment potentially increase at that time
- Risk of having a fixed-rate mortgage, when mortgage rates may decrease in the short, medium, or long term over the course of the term of my mortgage, and the potential interest savings lost as a result of my locking in my mortgage interest rate for a fixed term

## CREDIT BUREAU AND PRIVACY AUTHORIZATION

You may collect information during the course of my relationship with you from credit bureau, other financial institutions, and references I provide you. You may also disclose Information to credit bureau and financial institutions. (The word "Information" means financial and financially-related information about me, including, but not limited to, information to identify me or qualify me for products and services, or information that you need for regulatory requirements.) You may use the Information to identify me, protect us both from fraud and error, understand my needs and eligibility for services, recommend particular products and services to meet my needs, provide ongoing service, and comply with legal and regulatory requirements. Access to my information will be given only to individuals who have a need to know it, such as individuals who are responsible for servicing my account, for regulatory compliance, credit adjudication or for marketing. If the mortgage is insured, the insurer may obtain a credit report and other information about me, from any credit bureau or reporting agency and / or from you. You may retain my application and other personal information whether or not any transaction is ultimately complete.

