

THIS AGREEMENT effective as of the \_\_\_\_ day of \_\_\_\_, 20

**BETWEEN:**

**BRIDGEWATER BANK**, a Schedule 1 Bank formed pursuant to the  
Bank Act (Canada) and based in the Province of Alberta

(hereinafter referred to as "**BwB**" or the "**Bank**")

-- and --

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(hereinafter referred to as the "**Broker**")

**WHEREAS** the Bank is in the business of, inter alia, offering residential mortgages to qualified applicants and wishes to engage the Broker as a non-exclusive contractor to assist with sourcing and originating mortgage loans.

**WHEREAS** the Bank offers to the Broker compensation for the origination of mortgage loans that are in conformance with the Bank's policies, procedures and guidelines as communicated to the Broker.

**AND WHEREAS** the Broker is duly registered under the mortgage broker laws of the Province(s) in which it operates, and wishes to deal with the Bank for the sole purpose of submitting mortgage applications and other related business activities made available to the Broker by the Bank.

**AND WHEREAS** the Broker employs or contracts with Agents ("Agent" or "Agents") who are duly registered under the Broker registration pursuant to the mortgage broker laws of the Province(s) in which they operate and who also wish to transact with the Bank with respect to mortgage products and related business activities.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the respective covenants and agreements of the parties contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) it is agreed as follows:

**ARTICLE 1**  
**DEFINITIONS AND INTERPRETATION**

1.1 **Definitions.** In this Agreement, the following terms shall have the meanings set forth below, unless the context requires otherwise:

"**Affiliate(s)**" means, with respect to any Person, any entity which directly or indirectly controls or is controlled by or is under direct or indirect common control with the Person or any entity which is directly or indirectly controlled by an entity which controls the Person.

**"Agent(s)"** means employees, Affiliates, advisors, consultants and other representatives associated with the Broker, who are duly registered, and who will solicit, complete, and submit Mortgage Applications under or pursuant to this Agreement.

**"Agreement"** means this Agreement, including the Schedules to this Agreement, as it or they may be amended or supplemented from time to time.

**"Applicable Law"** means the laws of Canada and the laws of the Province(s) in which the Broker is operating, including applicable official directives, rules, consents, approvals, by-laws, permits, authorizations, guidelines, orders and policies of any governmental or regulatory body or Persons having authority over the Party, property, transaction or event.

**"Applicant"** means individually or collectively, as the case may be, the applicant, co-applicant and/or guarantor(s) to a Mortgage Application.

**"CASL"** means *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (S.C. 2010, c. 23)*

**"Confidential Information"** means any information of whatever kind (whether commercial, technical, financial, operational or otherwise, in whatever form) relating to the Disclosing Party existing and future products and services, any trade secrets, customer or employee information, third-party confidential information, Intellectual Property, password and username, business development programs or plans belonging to or relating to the affairs of the Disclosing Party. For greater certainty, Confidential Information also includes Personal Information about any clients, customers, Applicants, employees and third-party contractors.

**"Disclosing Party"** means a Party, when that Party is disclosing Confidential Information to the other Party.

**"Effective Date"** means the date as set out above.

**"Governmental Authority"** means the Government of Canada, any Provincial Government, or political subdivision thereof, any court or any body or entity exercising executive, legislative, judicial or regulatory or administrative functions of or pertaining to government;

**"Intellectual Property Rights"** means any and all proprietary rights provided under, (i) patent law, (ii) copyright law, (iii) trade-mark law, (iv) design patent or industrial design law, (v) any other statutory provision or common law principle applicable to this Agreement, including trade secret law, which may provide a right in either ideas, algorithms, concepts, or know-how generally, or the expression or use of such ideas, algorithms, concepts, or know-how.

**"Mortgage Application"** means the standard electronic mortgage loan application or other form of loan application agreed to by the Bank and signed by the Applicant.

**"Party" or "Parties"** means either Broker or BwB (as the context indicates) if used in the singular and both Broker and BwB if used in the plural.

**"Person"** means any individual, natural person, partnership, limited partnership, limited liability partnership, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, joint venture, trust, trustee, executor, administrator or other legal personal representative, regulatory body or

agency, government or governmental agency, authority or entity however designated or constituted.

"**PCMLTFA**" means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*.

"**Personal Information**" means any information about an identifiable individual as defined in PIPEDA.

"**PIPEDA**" means the *Personal Information Protection and Electronic Documents Act (Canada)*.

"**Receiving Party**" means a Party, when that Party is receiving Confidential Information from the other Party.

"**Records**" means all contracts, books, records and other documents and information, evidencing or otherwise relating to, or maintained in respect any and all Mortgage Applications including any Confidential Information, all other documents, instruments or correspondence Broker shall keep on file with respect to any Mortgage Application.

"**Representatives**" means the Affiliates of a Party and the advisors, Agents, consultants, directors, officers, management, employees, subcontractors, and other representatives, including accountants, auditors, financial advisors, and lawyers of a Party.

- 1.2 **Headings.** The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 **Schedules.**

The following Schedules are attached hereto and form part of this Agreement:

Schedule	Subject Matter
Schedule "A"	Broker House Application
Schedule "B"	Broker House Agent List

- 1.4 **Extended Meanings.** Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. The terms "including" and "include" shall mean "including without limitation" and "include without limitation", respectively.

## ARTICLE 2 BROKER OBLIGATIONS

- 2.1 **Broker Representations and Warranties.** The Broker represents, and warrants to the Bank as follows, and further acknowledges that the Bank is relying on the following representations and warranties in entering into this Agreement:

- (a) The Broker will (and will cause any Agent(s) to) fulfill its obligations under this Agreement honestly and in good faith, exercising reasonable skill, care and diligence, in accordance with recognized professional and industry standards, in a timely manner and in accordance with the terms and conditions of this Agreement;
- (b) Each of the Broker and any Agent(s) possess the knowledge, skill and experience necessary for the performance and completion of the obligations of the Broker in accordance with the terms of this Agreement;
- (c) Each of the Broker and any Agent(s) are and will remain properly registered and/or licensed to perform the activities contemplated by this Agreement in accordance with all Applicable Laws and such registration and/or licensing is and will remain in good standing;
- (d) The Broker has the necessary power, authority and capacity to authorize, enter into and perform its obligations under this Agreement;
- (e) The Broker shall ensure it supplies the Bank with complete and proper and complete information in relation to Mortgage Applications, including but not limited to compliance with all Applicable Laws related to the completion of Mortgage Applications submitted by the Broker or any Agent(s), whether in paper form or electronic form. For greater certainty, and without limitation, this shall include compliance with cost-of-borrowing requirements, the PCMLTFA and “know-your-client” rules required to be completed by the Broker or Agent(s) on behalf of itself and/or on behalf of the Bank;
- (f) The Broker shall take commercially reasonable steps to ensure each Mortgage Application submitted to the Bank is complete at time of submission; and
- (g) The Broker will maintain adequate insurance in accordance with prudent industry standards and any Applicable Laws, to cover losses through theft, and/or errors and omissions. The Broker will provide evidence of such insurance to the Bank upon request.

**2.2 Broker Covenants and Further Obligations.** Until such time as the Agreement is terminated, The Broker agrees and covenants that it and all its Agents will comply with the following responsibilities:

- (a) Give to the Bank, upon its request and in compliance with Applicable Law, personal identification documentation for Applicants in relation to Mortgage Applications that is satisfactory to or otherwise required by the Bank;
- (b) Provide evidence in a manner acceptable to the Bank, upon its request, that Broker and Agent(s)’ licensing and registrations under Applicable Laws are in good standing and that the business of the Broker and Agent(s) is being conducted in compliance with all applicable licensing and registrations;
- (c) Immediately notify the Bank of any changes in registration, licensing, insurance, and Broker affiliation, including termination or suspension of Agents;
- (d) At least once annually, or upon request, provide a broker house agent list, substantially in the form attached hereto as Schedule "B" containing the names of all active Agents permitted to submit deals through the Broker;
- (e) Comply with Applicable Laws governing performance by Broker and/or any Agent(s) of activities contemplated by, related to or in furtherance of this Agreement, including, without limitation, any mortgage broker legislation, legislation dealing financial transactions and reporting, such as the PCMLTFA, cost of borrowing regulations, consumer protection

legislation and all applicable federal and provincial privacy legislation, including CASL and PIPEDA relating to the handling, storage and preservation of personal information;

- (f) Only use Intellectual Property of the Bank in any advertising, promotional materials, communications, or other materials (in any medium, including online) with the express prior written approval of the Bank. Broker agrees to cease the use of Intellectual Property on the termination of this Agreement or if otherwise required by the Bank;
- (g) Not act as a representative for an Applicant in respect of a Mortgage Application if the Broker and or its Agents have reasonable grounds to believe the application is unlawful;
- (h) Not to alter, amend or supplement any terms or other provisions of any forms, contracts, advertising/promotional materials, mortgage application forms and ancillary documents without the express prior written approval of the Bank;
- (i) Not to misrepresent the Bank, mortgage products or the mortgage commitment or other mortgage documents of the Bank in relation to any Applicant;
- (j) In addition to the above, perform such other and additional obligations or requirements as communicated by the Bank to the Broker, or otherwise as required by Applicable Law or any Governing Authority arising from, or related to, processing, confirming, and qualifying Mortgage Applications and Applicants for the Bank; and
- (k) Assume responsibility for all mortgage applications submitted under the Broker's user ID to the Bank's Mortgage Application submission portal.

Further, if any of the Article 2 representations, warranties, or covenants is or becomes inaccurate or untruthful at any time, whether in relation to the Broker or any Agent(s), the occurrence thereof will constitute a material breach of this Agreement by the Broker, and, in addition to all other rights and remedies available to the Bank under this Agreement and Applicable Laws, the Bank has the right to immediately terminate this Agreement.

### **ARTICLE 3 BANK OBLIGATIONS**

**3.1 Bank Representations and Warranties.** The Bank represents, and warrants to the Broker as follows, and acknowledges and agrees that the Broker is relying on the following representations and warranties in entering into this Agreement:

- (a) The Bank and its Representatives will fulfill the obligations of the Bank under this Agreement honestly and in good faith, exercising reasonable skill, care and diligence, in accordance with recognized professional and industry standards, in a timely manner and in accordance with the terms and conditions of this Agreement;
- (b) The Bank and its Representatives possess the knowledge, skill and experience necessary for the performance and completion of the obligations of the Bank in accordance with the terms of this Agreement;
- (c) The Bank is and will remain properly registered and/or licensed to perform the activities contemplated by this Agreement in accordance with Applicable Laws and such registration or licensing is and will remain in good standing; and
- (d) The Bank has due capacity, power and authority to enter into this Agreement and to perform

the terms and provisions set out herein on its part to be performed and has taken all necessary action to authorize the execution and delivery of this Agreement, and the performance of its obligations hereunder.

3.2 **Bank Covenants and Further Obligations.** Until such time as this Agreement is terminated, the Bank agrees and covenants to:

- (a) Provide its product information, updates of products and pricing in a timely manner;
- (b) Conduct its business in a professional manner, while maintaining reasonable customer service standards;
- (c) Provide consistent underwriting practices based on its current underwriting guidelines and ensure that decisions and documentation reviews are made within an acceptable time period; and
- (d) Subject to any default of this Agreement by the Broker, it shall compensate the Broker based upon the amount, type and term of any Mortgage Applications funded by the Bank in accordance with such compensation schedules as communicated by BwB to the Broker from time to time. No compensation shall be payable by BwB if the Mortgage Application is not funded for any reason, including, but not limited to, failure of the Applicant to meet approval conditions, inaccuracies in the information provided to the Bank, or a decline of a Mortgage Application at the Bank's sole discretion.

#### **ARTICLE 4 APPLICATIONS AND ACKNOWLEDGEMENTS**

4.1 **Mortgage Application Materials.** The Broker and or Agent(s) will submit to the Bank Mortgage Applications that reflect accurately the financial condition of the Applicant and related mortgaged property. For each Mortgage Application that the Broker submits to the Bank, the Broker and/or Agent(s) shall comply with the following:

- (a) The source of all information and documentation provided by the Applicant (or on behalf of the Applicant) is to be known and the information and documentation shall be verified and validated, by the Broker only after careful and prudent screening for possible fraudulent and/or misrepresented information, including but not limited to, the Applicant's identity, income, source of funds (including gifts), down payment, covenant, support documentation and credit history;
- (b) The Broker shall ensure that all supporting documentation and information for an Applicant is accurate and authentic;
- (c) All facts and knowledge about the Applicant and/or the mortgaged property that may be known to the Broker and/or Agent(s) and relevant to the treatment, disposition and review of the Mortgage Application are to be disclosed to the Bank;
- (d) The funds requested by the Applicant are for to be for the sole use and benefit of the Applicant, unless otherwise explicitly disclosed to the Bank by the Broker and/or Agent(s);
- (e) A copy of the completed Mortgage Application and any other signed documents relating to such Mortgage Application are to be given to the Applicant, if and to the extent required by Applicable Laws;

- (f) The Broker and/or Agent(s) will inform the Applicant of all instructions and/or requirements of the Bank to be complied with in connection with a mortgage application, including in respect of fulfilling and satisfying conditions of financing;
  - (g) Any new information that the Broker and/or Agent(s) receives from or relating to the Applicant, which may be relevant to the mortgage application, including but not limited to changes of address and residency status, employment status and income is to be promptly given to the Bank;
  - (h) A Broker House Application substantially in the form attached hereto as Schedule “A” including all required consents, declarations and acknowledgments, is to be executed and provided to the Bank before any Mortgage Applications are submitted by the Broker;
  - (i) The Broker will obtain such other and further consents and acknowledgments from the Applicant as directed by the Bank from time to time and in compliance with all Applicable Laws; and
  - (j) Maintain all records and documents pertaining to each mortgage application in accordance with all Applicable Laws and promptly deliver complete copies of such records and documents to the Bank immediately upon request.
- 4.2 **No Obligation to Lend.** In its sole discretion and without prior notice to the Broker, the Bank may decline any Mortgage Application for any reason. The Bank has no obligation to advise the Broker or the Applicant of the reason(s) for declining a Mortgage Application. In its sole discretion and without notice to Broker, the Bank may amend, supplement, revise or discontinue forms pertaining to mortgage applications and ancillary materials, mortgage products and mortgage product features, including interest rates. Broker has no authority to require or cause the Bank to approve or to otherwise represent or bind the Bank to a decision in relation to a Mortgage Application or to modify any mortgage product or service information.

## **ARTICLE 5**

### **CONFIDENTIALITY, PRIVACY AND SECURITY**

#### **5.1 Confidentiality.**

Except as compelled under Applicable Laws, or as otherwise provided for pursuant to this Agreement or otherwise required pursuant to Bank’s contractual requirements, neither Broker nor the Bank will divulge or use for its own benefit or purposes or for the benefit or purposes of any other persons or associations, any Confidential Information which may become known to either party only by reason of the provision of services under or performance of activities contemplated by this Agreement. Broker will ensure the confidentiality and security of Confidential Information, and, in addition:

- a) Broker will take all reasonable measures to maintain the confidentiality and security of all Confidential Information that it handles on behalf of the Bank or otherwise receives;
- b) Broker agrees that it will not provide any such Personal Information to the Bank without the consent of the individual to whom such Personal Information relates;
- c) Broker will ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws;
- d) Broker will immediately notify the Bank if Broker and/or Agent(s) receives notice from any Governmental Authority alleging that Broker and/or any Agent(s), or the Bank, has

failed to comply with Applicable Laws governing the handling of personal information in connection with the performance of this Agreement, or if the Broker otherwise becomes aware that the Broker and/or any Agent(s) or the Bank may have failed or may in the future fail to comply with Applicable Laws governing the handling of Personal Information in connection with the performance of this Agreement;

- e) If, in the absence of a protective order or other appropriate remedy, the Receiving Party or any Representative of the Receiving Party is, in the reasonable opinion of its legal counsel, required by Applicable Law or requested by Governmental Authority to disclose any Confidential Information, then the Receiving Party or that Representative may, without liability under this Agreement, disclose such portion of the Confidential Information, that the Receiving Party or that Representative is legally required to disclose.
- f) At the direction of the Bank, the Broker will co-operate and comply with any requests or instructions issued by any privacy or data protection authority, including the Canadian Privacy Commissioner and any other Governmental Authority as it relates to any such Personal Information;
- g) The Broker will provide reasonable assistance to the Bank in responding to and addressing any complaint relating to the handling of such Personal Information in the course of the performance of obligations under this Agreement;
- h) Upon the Bank's request, the Broker will promptly provide the Bank with an updated list of all personnel of the Broker and/or the Agent that have had or may have access to such Personal information; and
- i) The Receiving Party will notify the Disclosing Party immediately upon discovery of any breach of this section or any unauthorized or unlawful disclosure, divulgence, communication or use of the Disclosing Party's Confidential Information.

**5.2 Security Policy Standards and Procedures.** Without restricting Brokers obligations described elsewhere in this Agreement, Broker shall exercise and make available to BwB those security policies, standards, procedures and systems which are exercised for the protection of Confidential Information. Broker shall not implement changes to its security standards and procedures that would, in the reasonable opinion of BwB, have an adverse effect on the security of any Confidential Information. Further, Broker commits to:

- a) Taking reasonable action to restrict entry solely to authorized Broker Representatives to those areas in its computer systems which any Confidential Information of BwB is kept;
- b) Taking reasonable action to safeguard all data and information received from or relating to BwB and its Affiliates resident on systems operated by or for the benefit of Broker or in the possession or control of Broker for so long as and to the extent required pursuant to the terms hereof;
- c) Taking reasonable action to restrict access to the computer stored data, information, files and programs of BwB and its Affiliates, so that such items are available only to the Broker and its Representatives on a "need to know" basis; and
- d) Taking reasonable action to ensure computer hardware is free of malicious software including viruses, worms, spyware and key stroke recorders, which could be used to compromise BwB Confidential Information.



- 5.3 **Notification of Security Breach.** Without in any way limiting the generality of any other provision of this Agreement, each Party shall promptly notify the other of an actual breach of its security procedures that may compromise the safeguarding of Confidential Information and Personal Information of which either Party becomes aware, including, without limitation, any unauthorized access to or entry into its premises, computer systems or databases. Further, both Parties agree to (i) assist the other Party in the management of any consequences arising from the security breach; (ii) take any reasonable steps necessary to mitigate any harm resulting from the security breach; and (iii) take appropriate steps to prevent its recurrence and notify the other Party of those steps.
- 5.4 **Audit Rights.** Upon seven (7) days' prior notice, and subject to Applicable Law, the Broker shall, during its regular business hours: (i) assemble or cause to be assembled such of the Records as may be requested by the BwB, make the same available to the BwB at the principal place of business of the Broker and permit BwB, or its Representatives and any Governmental Authority to examine, audit, make copies of any such Records in non-electronic form and to examine, audit and make copies and abstracts from any electronic copies of such Records at BwB's cost; and (ii) permit BwB or its Representatives or cause BwB or its representatives to be permitted to visit the offices and properties of the Broker and their respective Agents for the purpose of: (a) discussing matters relating to safeguarding of Confidential Information (b) ensuring compliance with any Applicable Laws and this Agreement; or (c) as required to do so by any Governmental Authority.

## **ARTICLE 6 TERMINATION AND INDEMNITY**

- 6.1 **Term.** Subject to termination as provided for under this Article, the Term of this Agreement shall be perpetual.
- 6.2 **Termination.** The Bank may terminate this Agreement at any time, for any reason, in its sole discretion, without prior notice to the Broker. The Bank will have no liability for any loss or inconvenience suffered by the Broker, directly or indirectly, or to Applicant, resulting from the termination of this Agreement. The Broker shall be entitled to receive compensation for funded Mortgage Applications submitted prior to termination, notwithstanding that approval and funding may occur following the termination of the Agreement.
- 6.3 **Bank Indemnity.** The Broker shall indemnify and hold harmless BwB and its respective Affiliates, directors, officers, employees and contractors from and against any and all loss, liability, claim, action, suit, prosecution, damage, charge or expense, taxes, fines, penalties including administrative monetary penalties, whether direct, indirect or consequential, and including legal fees on a solicitor/client basis, which may brought against them arising from or in connection with the services provided by the Broker or any of its Agents, directly or indirectly, including without limitation services provided by the Broker and/or its Agents, howsoever arising in respect of fraudulent or criminal conduct, errors or omissions, or misrepresentations whether done intentionally, negligently or otherwise, including without limitation:
- a) any claim involving apparent breach of this Agreement or Applicable Law by the Broker or any of its Agents; and
  - b) any claim by an Applicant that the terms and conditions of a Mortgage Application or mortgage commitment were not fully described or were misrepresented by the Broker or any of its Agents.

## **ARTICLE 7**

## GENERAL

- 7.1 **Notices.** All notices, requests, demands or other communications (collectively, "**Notices**") by the terms hereof required or permitted to be given by one party to any other party, or to any other person shall be given in writing by personal delivery or by registered mail, or by e-mail transmission to such other party as follows:

(a) To the Broker at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) To the Bank at:  
Suite 150, 926 - 5th Ave. SW  
Calgary, AB T2P 0N7  
Attention : Director, National Sales  
E-mail: Sleishman@bridgewaterbank.ca

or at such other address as may be given by such Person to the other Parties hereto in writing from time to time.

All such Notices shall be deemed to have been received when delivered or transmitted, or, if mailed, 5 business days after the mailing thereof.

- 7.2 **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this contract including any question regarding its existence, interpretation, validity, breach or termination or the business relationship created by it shall be referred to and finally resolved by arbitration under the *Canadian Arbitration Association Arbitration Rules*. There will be no appeal from the decision of the arbitral tribunal on questions of fact, law, or mixed fact and law. The arbitration will take place in the City of Calgary unless otherwise agreed in writing by the Parties.

- 7.3 **Further Assurances.** Each of Broker and BwB will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

- 7.4 **Survival.** The Parties agree that the provisions contained in Articles 5 and 6 shall survive and continue in full force and effect notwithstanding the termination of this Agreement.

- 7.5 **Successors and Assigns.** The provisions of this Agreement will enure to the benefit of and be binding upon the Parties hereto and their successors and permitted assigns.

- 7.6 **No Joint Venture / No Employee-Employer Relationship.** No provision herein will be interpreted as creating a partnership, association, joint venture or any employer/employee relationship between the Parties or their Agents. The Representatives of one Party will not be considered employees of the other Party for any purpose. Neither Party has the power to commit the other Party, in any manner, according to the provisions stated herein.

- 7.7 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and each of the Parties agrees irrevocably to conform to the exclusive jurisdiction of the appropriate court in the Province of Alberta.

- 7.8 **Other Documents.** The terms, rules, procedures, fees and charges set out in any written policy, manual, or other instructional document issued by the Bank is deemed to be incorporated into and form part of this Agreement and a breach thereof by the Broker and/or Agent(s) will be a breach of this Agreement. The Bank may change, alter or update such terms, rules, procedures, fees and charges from time-to-time in its sole discretion.
- 7.9 **Severability.** If any Article, Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this Agreement.
- 7.10 **Assignment.** Broker may not assign any rights or obligations under or transfer any interest in or to this Agreement. The Bank has the right to assign this Agreement and shall provide notice to the Broker of any such assignment, and upon such assignment, the Bank shall have no further obligations under this Agreement.
- 7.11 **Entire Agreement.** This Agreement, together with its completed Schedules (whether received by the Bank before or after the Effective Date), constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties.
- 7.12 **Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument. Each party agrees that this Agreement and any other document to be delivered in connection herewith may be electronically signed, and any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

**IN WITNESS WHEREOF,** the Parties hereto affix the signatures of their duly authorized Representatives as of the Effective Date.

**BRIDGEWATER BANK**



Per: \_\_\_\_\_  
Name: Dave Fromow, Chief Operating Officer

\_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_

## SCHEDULE A: BROKER HOUSE APPLICATION



Great partnerships don't come along every day. After 25 years, we're still just as eager to roll up our sleeves to serve our brokers and their clients. Become a Bridgewater Bank partner in 15 minutes (or less) with our simple Broker Application.

**No one likes paperwork, but we've made it easy. There are two sections to fill out, then sign, and you're done! Once complete, send it to your BDM.**

### SECTION ONE: OFFICE INFORMATION

\*Mandatory field

Business Name*	Network Name*	If other, please fill in name
Business Address*		
City*	Province*	Postal Code*
Phone*	Primary Email*	
Fax	Website	
Broker of Record*	<input type="checkbox"/> Yes <input type="checkbox"/> No Are you paid through your Network Head Office?*	
Submission Agent* (who the deals will go through for office)	<input type="checkbox"/> BC <input type="checkbox"/> AB <input type="checkbox"/> SK <input type="checkbox"/> MB <input type="checkbox"/> ON <input type="checkbox"/> NL <input type="checkbox"/> NB <input type="checkbox"/> NS <input type="checkbox"/> PE What province are you licensed in? (check all that apply)	
Mortgage System* (system used to submit deals)	If other, please fill in name	Mortgage System ID Number (external ID used)

## SCHEDULE A: BROKER HOUSE APPLICATION continued.



### SECTION TWO: BROKER SERVICE LEVEL AGREEMENT

The Broker of Record MUST sign the document.

#### Record keeping requirements:

I/We agree to keep the following information on file for all customers purchasing Bridgewater Bank mortgages and to produce this information at any time on the request of an authorized representative of Bridgewater Bank.

- Full legal name of the customer as it appears on identification
- Any short forms of the customer's name, nicknames, or other aliases commonly used by the customer (e.g., Robert-Bob, Richard-Dick, etc.)
- Date of birth
- Resident address
- Occupation (state nature of business if self-employed)
- Name and address of employer and type/nature of business
- Copy of all cheques used for down payment
- Original signer customer information and mortgage application

#### Credit bureau and social insurance number consent:

I/We agree to obtain consent from each mortgage applicant to obtain credit bureau information/or credit information from creditors disclosed or subsequently identified as stated on the mortgage application. I/We also agree to inform the customer that they are not obliged to provide their SIN number on a credit application; however, the use of a SIN number may ensure a more accurate match between the customer's personal information and the customer's credit bureau information.

#### Broker Declaration:

I/We agree to meet with each applicant personally and take reasonable measures to ensure the identity of each applicant. I/We agree to take reasonable measures to verify that the information and documentation provided by the applicant is complete, accurate and true. When selecting a mortgage product for the applicant, I/We will consider and assess applicant's circumstances, including their financial needs, as well as, product features, charges, risks and benefits, to provide the applicant with the best suitable product, as applicable. If a Bridgewater Bank product is not suitable for the applicant, the applicant will be advised in writing.

Please review the document before signing. Once signed electronically, this document will be final.

Broker of Record Authorized Signature\*

Date\*

Please submit the completed form to your BDM. Get their contact information by visiting [BwBrokerinfo.ca/contact-us](http://BwBrokerinfo.ca/contact-us).



## Schedule B: Broker House Agent List

 1.866.243.4301

