



## **Integrity**

Thank you for choosing Mortgage Architects #12728, to prepare your application for mortgage financing. We are proud to offer a high level of service and it will be our pleasure to lead you through the process. Mortgage Architects maintains the highest level of integrity: we will never commit fraud or falsify application documents and we expect the same from our clients. You can expect the highest level of professionalism from the team at Mortgage Architects and feel secure in the knowledge that our advice is given with your best interests in mind.

## **Confidentiality**

Your private information and its security is important to us. Over the course of your mortgage application we will request and be privy to much of your personal information; from SIN numbers to bank account history, from employment verification to company financials. 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 to a third party. Your information and documents will be stored in a secure encrypted service and all paper documents will be destroyed immediately after they are stored electronically, unless we are required by law or requested by you to retain paper documents. All conversations and notes we make are kept confidential. Note, however, that if we discover illegal, criminal or fraudulent activity, we may be required to report these findings to the appropriate authorities.

## **Disclosure**

Our office arrangement involves sharing file data with Mortgage Architects Corporate Head Office and our arrangement may include sharing services such as photocopying, telephone, fax, email, mail, and file submission software programs. We will share the information you provided to us with potential lenders. We may also discuss aspects of your file with mortgage brokers from within our industry and from time to time may co-broker information to gain access to other lenders, if we feel it would be in your best interests to do so. In the absence of specific direction from you not to do so, we will assume these arrangements are satisfactory.

## **Communication**

Purchasing a home and acquiring a mortgage can be a stressful endeavour. The Mortgage Architects team goal is to facilitate much of the hard work for you and guide you through the process of obtaining a mortgage. During the financing process, we will assist you in dealing with appraisers and insurance agents.

[Steve@TheMortgageGuyNiagara.com](mailto:Steve@TheMortgageGuyNiagara.com) - c: 905-351-8440 - f: 289-723-0166

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We will keep you informed throughout the application process, provide weekly progress updates from beginning to end and involve you in all important decisions. Our role through this process is to guide you, the client, through the mortgage financing process and explain the details of the mortgage you aim to register on your home.

At no point are we able to guarantee financing, as we are not the lender itself. You confirm that you understand that we cannot guarantee that we will be able to obtain financing for you and that even if you are **Pre-Qualified** or a lender commits to financing, we cannot guarantee that the lender will fulfill its **Mortgage Commitment** to you, particularly if circumstances change after you are approved for financing.

## Process

During the underwriting process, we will ask you to provide us with financial documents that many lenders will request before considering your application. Our goal is to **Pre-Qualify** your application with our knowledge of lending guidelines and rules. If we are successful in arranging financing for you the lender will often deliver a formal **Mortgage Commitment**. The **Mortgage Commitment** will provide terms and conditions specific to the **Mortgage Funding**. Lenders may ask for additional information to determine your credit worthiness before or after providing a **Mortgage Commitment**. Our goal is to fulfill all the funding conditions in the **Mortgage Commitment** as quickly as possible, but the precise timing cannot be guaranteed and is often dependent on how quickly documents or information can be obtained from you or from another source.

## The Proceeds of Crime (Money Laundering) and Terrorist Financing Act

We are required to advise you that the Canadian federal government has enacted the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (the "Act"). The Act imposes obligations on our mortgage advisors and staff to report and record certain client transactions.

The Act requires us to report "suspicious transactions" to an agency of the federal government; that is, financial transactions we reasonably suspect are related to the commission of a money laundering offence. Further, the Act prohibits our mortgage advisors and staff from informing clients that a suspicious transaction report has been made, or from disclosing to clients the contents of such a report.

You, should also be aware that under provisions of the Act that are not yet in force, certain authorities may have the power to seize our mail or enter our premises, as follows:

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- the Financial Transactions and Reports Analysis Centre of Canada (“FINTRAC”) will have the authority to enter our firm, without a search warrant, to determine if we are complying with the Act. FINTRAC officials will be able to access our computer and data processing system, examine and copy file information and records and reproduce any information or record; and,
- the Canada Revenue Agency will have the authority to seize, retain and open mail that it reasonably believes contains \$10,000 or more in cash or monetary instruments.

The Act may require our mortgage advisors and staff to disclose confidential client information, particularly as it relates to the transfer of cash more than \$10,000 in one or more transactions. Please note,

- Our obligations under the Act are not optional
- We encourage you to discuss with us any aspect of the above matters

### **Termination of Engagement**

You may terminate this engagement at any time by providing us with written notice of your decision to do so. Likewise, we may terminate this engagement at any time by providing you with written notice of our decision to do so.

We may terminate the engagement for reasons including, but not limited to, the following:

- (a) you fail to cooperate with us;
- (b) you provide us with false, incomplete, or misleading information or do not promptly provide us with information we have required from you; or,
- (c) you ask us to do something unethical or illegal; or,
- (d) we cannot find suitable financing for you despite using our best efforts to do so.

### **Compensation**

Generally, the lender pays us a fee for arranging your mortgage. The fee a lender pays us varies, depending on the lender and the nature of the financing. Regardless, we are obligated to obtain the best product to suit your individual needs and are not obtaining a product simply because of compensation.

If financing from a private or alternative lender is required, or if construction financing is required, you must pay a fee to Mortgage Architects to arrange the financing. The fee we charge varies depending on the amount and nature of the financing required. We will disclose our fee to you and obtain your approval of our fee before you enter a mortgage commitment for financing.

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Although the lender generally pays our fees, you may be required to pay other expenses relating to the financing we arrange including:

- Legal fees including, title search, title insurance, mortgage processing, law society fees, disbursements, property transfer tax, Provincial and Federal taxes;
- Appraisal fees;
- Strata document retrieval fees; or
- fees charged by the lender.

## Protection

Mortgage Architects may provide you with options for Life Insurance, Critical Illness, and Disability to protect your investment and your family. While these insurance policies are not mandatory we prefer to verify that you have adequate coverage in place. Our partners for insurance products include, but are not limited to:

- (a) Mortgage Protection Plan through The Manufacturers Life Insurance Company, and,
- (b) A referral to a qualified licenced Insurance Professional

## Agreement

We rely on the information you provide to us. It is critical that you promptly provide us with the information we request and that all the information you provide to us is truthful, complete and accurate. You warrant to us that the information you have and will provide to us in the mortgage application process is and will be true, complete and accurate and that you understand that it is being used to determine your credit worthiness. You also confirm that this engagement letter is the entire agreement between us and that we have not made and you have not relied on any guarantee, promise or representation that is not included in this engagement letter. You authorize us to obtain any further information we may require from any source (including, for example, credit bureau) from which we may request information and each source is hereby authorized to provide us with the information we request. You also understand, acknowledge, and agree that the information given in the mortgage application form as well as other information we obtain in relation to your credit history may be disclosed to potential mortgage lenders, mortgage insurers, other service providers, organizations providing technological or other support services required in relation to this application and any other parties with whom you propose to have a financial relationship.

By signing this agreement, you give us permission to phone/email you in the future to discuss your mortgage needs and related industry material/updates.

Please confirm that you agree with all the terms and conditions in this engagement letter by dating, signing,

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and returning this engagement letter to our office. Please make sure each applicant initials the bottom right-hand box on each page.

Yours truly,

**Steve Dainard, Mortgage Agent**  
Mortgage Architects #12728

<b>Print Name</b>		<b>Signature</b>		<b>Date</b>	
<b>Print Name</b>		<b>Signature</b>		<b>Date</b>	

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# CLIENT CONSENT FORM

Mortgage Architects Inc. ("MA", "we", "us" and "our"), in accordance with our privacy policy and our obligations at law, may collect, receive, retain, use and disclose personal information about you, our client, for the purposes of: verification, assessing credit-worthiness, establishing credit limits, maintaining client relationships, presenting your mortgage application to various lenders and insurers and providing information to you about other products and services that may be of interest to you. We will rely on

the personal information provided to us as being current and accurate, whether provided by you or from third parties. We may also disclose your personal information to (i) any potential purchaser of our business and their advisors, (ii) any third party service providers to whom we may outsource our business functions and (iii) any parties involved in the securitization, assignment or pledge of a loan or mortgage that are obtained through us.

By signing this form, you are providing your acknowledgment and express consent to MA and our mortgage broker or agent:

1. to collect, use, retain and disclose your personal information for the purposes outlined above, and that MA and our mortgage broker or agent will not use or disclose the information for any other purpose other than listed herein without first obtaining your consent. MA and our mortgage broker or agent must retain the details of the collection, use, disclosure and storage of your personal information for seven (7) years following the later of (a) the date of your latest application with us, or (b) the date on which your loans or mortgages we have arranged for you have expired or been terminated;
2. to inquire about and receive your personal information from; consumer reporting agencies, credit bureaus, real estate appraisers, your bank(s) or other financial institutions with whom you deal, your past mortgage brokers, your present and past employers and other third parties who may have information about your financial status;
3. that the approval or granting of any mortgage by a lender to you, as arranged by MA, is not to be construed or relied on by you as representing the value or condition of any underlying security or representing that you have the ability to repay the arranged mortgage debt;
4. to receive commercial electronic messages and other forms of business information, communications and marketing regarding products and services that may be of interest to you;
5. that MA and our mortgage broker or agent may receive fees or incentives from a lender for arranging a mortgage or loan for you. Fees and incentives include but are not limited to money, points or goods and services. Fees and incentives may vary between lenders for similar products and may also be dependent on the amounts and types of mortgage products originated.
6. that MA and our agent have not provided you with any investment advice or services and has advised you of the need for independent financial and tax planning advice from a qualified professional.
7. If you do not wish to receive any information or marketing from us regarding other products or services that may be of interest to you, please check here:

A copy of our privacy policy and procedures is available on our website: [www.mtgarc.ca](http://www.mtgarc.ca). You may also contact our privacy compliance officer at 1-877-802-9100.

## EXPRESS CONSENT & ACKNOWLEDGEMENT

I/we hereby provide my/our express consent as described herein

Print Client 1 Name: \_\_\_\_\_ Signature Client 1: \_\_\_\_\_

Print Client 2 Name: \_\_\_\_\_ Signature Client 2: \_\_\_\_\_

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