

Check List for New Sub Agents with RMA

- _____ HR Information Sheet
- _____ FSCO Online Application
- _____ Course Certificate (If required)
- _____ MPC form
- _____ Expert ID & Email Address Order Form
- _____ Signed Fee Schedule
- _____ Registration Payment Form
- _____ Credit Check Authorization Form
- _____ RMA's Code of Ethics
- _____ New MBLAA Requirement (Office Location)
- _____ RMA's Policies and Procedures / Cybersecurity CYNET
- _____ Signed Contract
- _____ 2 Different Pieces of VALID ID
- _____ Up to date Work Resume
- _____ DNU Declaration Form (only needed if they are a previously licenced agent)

Office Use Only-

Start Date _____

FSCO # _____

Email Address: _____

Telephone: _____



SUB CONSULTANT HR INFORMATION

PERSONAL INFORMATION

~Please Print in BLOCK LETTERS~

<input type="text"/>		
Name		
<input type="text"/>		
Home Address		
<input type="text"/>	<input type="text"/>	<input type="text"/>
City	Province	Postal Code
<input type="text"/>	<input type="text"/>	
Home Phone	Personal eMail Address	
<input type="text"/>	<input type="text"/>	<input type="text"/>
Cell Number	Office Phone	Office Fax
<input type="text"/>	<input type="text"/>	
SIN	Referred by	
<input type="text"/>	<input type="text"/>	
DOB Month/Day/Year	Senior Associate	

OFFICE ADDRESS (IF DIFFERENT FROM THE HOME ADDRESS)

<input type="text"/>		
Office Address		
<input type="text"/>	<input type="text"/>	<input type="text"/>
City	Province	Postal Code

Head Office Use ONLY

Senior Associate:

Start Date:

Email Address:



FSCO Online Application Information Form

PERSONAL INFORMATION

~Please Print in BLOCK LETTERS~

Please use one sheet per person

This Form Needs to be filled out in full in order for you to be Registered with FSCO (Financial Services Commission of Ontario). If this is not complete you will not be receiving your License Number that you will need for Business in Ontario.

When Head Office Receives this form we will enter the information into the Online form that FSCO provides us. You will then receive an email from Licensing Compliance Unit (elicense@fSCO.gov.on.ca). You will need to follow a link that is provided on that email so that you can complete your application to FSCO. When that is complete Head Office can then send the application to FSCO. FSCO will look over your application and send out an email when it is all completed. You will then receive your License Number which will allow you to work.

LEGAL NAME

FIRST LEGAL NAME

MIDDLE NAME if available

LAST NAME

Preferred Name (i.e. Legal Name is Jonathan, and preferred name is Jon)

Home Address : Street Address

City

Province

Postal Code

Home Telephone

Personal email Address

Cell Number

Office Phone

Office Fax

Male/Female

DOB Month/Day/Year

Agent COURSE COMPLETE Yes or No

Broker or Agent Status

Are you a Transfer? Yes or No

If Yes to Transfer, Print Licence Number from FSCO above

Membership Application

INSTRUCTIONS

1. Complete all sections of the form including required signatures and return to the address below or
email: Membership@MortgageProsCan.ca or fax: 416-385-1177/1-888-579-2840
2. If paying by cheque, please send to 2005 Sheppard Ave E., Suite 401, Toronto, ON M2J 5B4

INDIVIDUAL INFORMATION

Last Name _____ First Name _____ Middle Name _____
Date of Birth (Month/Day/Year) _____ Gender ☐ Male ☐ Female
Conversational Name _____ Job Title _____
Email _____ Alternate Email _____
Mailing Address _____ Suite/Unit _____
City _____ Province _____ Postal Code _____
Business Tel _____ Cell _____ Fax _____
Toll Free _____ Website _____

COMPANY INFORMATION

Company Name Real Mortgage Associates Inc # 10464
Business Activity ☐ Mortgage Brokerage ⁽¹⁾ ☐ Mortgage Lender or Mortgage Insurer ⁽²⁾ ☐ Other Industry Participant
Authorized Company Representative Ron De Silva Job Title Principal Broker
Address 578 Upper James St. Suite/Unit _____
City Hamilton Province Ontario Postal Code L9C 2Y6
Tel 905-574-5363 Toll Free 877-677-7778 Fax _____

⁽¹⁾ Membership is brokerage based and includes all licensed individuals working under the brokerage.

⁽²⁾ A minimum corporate fee applies.

YOUR OFFICE LOCATION (TO APPEAR ON THE CONSUMER ONLINE DIRECTOR

☐ Same as above **OR**

Address _____ Suite/Unit _____
City _____ Province _____ Postal Code _____
Website _____

PAYMENT OPTIONS

Cheque – Payable to: Mortgage Professionals Canada

Credit Card – Please charge my credit card: \$ _____

☐ Visa ☐ Mastercard ☐ American Express

Card #: _____

Exp. Date _____

Cardholder Name _____

Signature _____

Province	Fee	Taxes	Total
AB, BC, MB, SK	\$255.00	\$12.75 (GST)	\$267.75
NB, NL, NS, PE	\$255.00	\$38.25 (HST)	\$293.25
ON	\$255.00	\$33.15 (HST)	\$288.15
QC	\$255.00	\$38.19 (GST + QST)	\$293.19
NT, NU, YT	\$255.00	\$12.75 (GST)	\$267.75

Declaration

INDIVIDUAL DECLARATION

- ☐ Yes ☐ No Have you ever been charged with, convicted of or pardoned of a criminal offence?
- ☐ Yes ☐ No Are there any civil judgments or actions against you or has judgment ever been entered against you in an action involving fraud? If so, attach a copy of the judgment or action.
- ☐ Yes ☐ No Have you ever been disciplined, suspended or expelled as a member of any professional organization?
- ☐ Yes ☐ No Have you ever been denied a license or permit, or had any license or permit revoked, for failure to meet good character requirements?
- ☐ Yes ☐ No Are you currently subject to a petition or assignment in bankruptcy or a proposal to creditors under the Bankruptcy and Insolvency Act, or have you ever been bankrupt or insolvent, under any statute?

If you answered yes to any of the above questions, please provide full details on a separate sheet.

I agree to abide by any best practices or professional standards of Mortgage Professionals Canada that may be in place from time to time. I agree to abide by the Mortgage Professionals Canada Bylaws, including its Code of Ethics ("Code") set out therein, and the policies of Mortgage Professionals Canada in place from time to time, and acknowledge having received and read a copy of the current Mortgage Professionals Canada Bylaw. I understand and agree that, if accused of a violation of the Code, I will be subject to the Mortgage Professionals Canada ethics process and penalties, which may include publication of my name.

I declare that the statements made herein are for the purpose of qualifying as a member of Mortgage Professionals Canada and are true and correct. I understand and acknowledge that the statements made herein are being relied upon by Mortgage Professionals Canada, in its sole discretion, to approve my application for membership in Mortgage Professionals Canada. I hereby authorize Mortgage Professionals Canada to make all inquiries necessary to verify the accuracy of statements made herein and consent to the collection, use and disclosure of any of my personal information that Mortgage Professionals Canada deems relevant in order to approve my application for membership. I authorize my employer to pay the initial membership fee, all applicable renewal membership fees for me and to provide information updates on me to Mortgage Professionals Canada. Mortgage Professionals Canada reserves the right in its sole discretion to require the membership applicant to provide a criminal record check upon written request.

Date _____ Applicant Signature _____

EMPLOYER DECLARATION

I agree that to the best of my knowledge and belief the answers provided by the above-referenced member to the questions set out in this application are true and correct. I agree to pay the initial membership fees for the above-referenced member, all future renewal membership fees for the duration of his or her tenure with this company and provide Mortgage Professionals Canada with information updates on this member.

Date _____ Employer Signature _____

Membership is subject to Board approval. Mortgage Professionals Canada will not process incomplete applications. Payment must be included with this application in order for it to be processed.

☐ I am interested in applying for the AMP designation. Please have someone contact me.

☐ Je désire recevoir les correspondances de Professionnels hypothécaires du Canada en français.

Membership Transfer Form

INSTRUCTIONS

1. Complete all sections of the form including required signatures and return to
email: Membership@MortgageProsCan.ca or fax: 416-385-1177/1-888-579-2840
2. If paying by cheque, please send to 2005 Sheppard Ave E., Suite 401, Toronto, ON M2J 5B4

MEMBERSHIP NO.

INDIVIDUAL INFORMATION

Last Name _____ First Name _____ Middle Name _____
Date of Birth (Month/Day/Year) _____ Gender ☐ Male ☐ Female
Conversational Name _____ Job Title _____
Email _____ Alternate Email _____
Mailing Address _____ Suite/Unit _____
City _____ Province _____ Postal Code _____
Business Tel _____ Cell _____ Fax _____
Toll Free _____ Website _____

NEW COMPANY INFORMATION

Company Name _____
Office/Branch Address _____ Suite/Unit _____
City _____ Province _____ Postal Code _____
Tel _____ Toll Free _____ Fax _____

PREVIOUS COMPANY INFORMATION

Company Transferring From _____

PAYMENT INFORMATION

(pro-rated membership fees may be required depending on new company's anniversary date)

Cheque – Payable to: Mortgage Professionals Canada

Credit Card – Please charge my credit card: \$ _____

☐ Visa ☐ Mastercard ☐ American Express

Card #: _____

Exp. Date _____

Cardholder Name _____

Signature _____

FOR OFFICE USE ONLY

New Mo _____ Prior Mo _____

Dues _____ Notes _____

INDIVIDUAL DECLARATION

Please transfer my membership and update my record to reflect my new company. As a member of Mortgage Professionals Canada, I continue to abide by the requirements and policies of the association in accordance with its bylaws and Code of Ethics.

Authorized Signature _____

Date _____

COMPANY DECLARATION

Please transfer the membership for the above individual and update your records accordingly. I understand my responsibilities as set forth in the association's bylaws and corporate policies.

Authorized Signature _____

Name _____

Mortgage Professionals Canada

2005 Sheppard Avenue East, Suite 401, Toronto, ON M2J 5B4

t: 416.385.2333 | 888.442.4625 ■ f: 416.385.1177 | 888.579.2840 ■ MortgageProsCan.ca



Expert ID Order Form & Mail Forward Set Up

The information listed below will be listed on your Expert ID.
PLEASE USE BLOCK LETTERS

Expert ID Set Up:

Agent Name _____

Phone Number _____

Fax Number _____

RMA Email Address _____

Agent Registration Number _____

Equifax Information:

Head Office Use ONLY:

Member Number _____
Security Code _____
Password _____

Mail Forward Set Up:

RMA provides you with a corporate email address. The address will be configured according to the formats below. We will do our best to accommodate your request. However, in case there is another consultant with a similar name and has previously selected your primary choice, we ask that you identify your first, second and third choices by entering 1 = Most preferred, 3 = Least Preferred

Option **A**: Your first name is combined to your last name and added to @rmabroker.ca
(FirstnameLastname@rmabroker.ca)

Option **B**: Your first name is separated by a period (.) by your last name and combined to @rmabroker.ca (Firstname.Lastname@rmabroker.ca)

Option **C**: Your first initial of your first name and your last name are combined and attached to @rmabroker.ca (FirstinitialLastname@rmabroker.ca)

My Choice is Option _____

My Personal Email Address is _____



Equifax Information for RMA Agents and Brokers

Security Monitoring Fees (shown on invoice annually as SMG)

Real Mortgage Associates (RMA) will set up an Equifax code for you to access credit bureaus within the Filogix Expert system. If you are newly licensed at FSRA, there is a two-month waiting period before Equifax will accept a code request for you. The annual fee charged to each agent is called the **Security Monitoring Fee** (SMG on your invoice) and is billed to each agent on the anniversary of the month their code was issued by Equifax. Currently the fee is \$105 + HST.

Cost of Pulling a Credit Bureau

Currently, each bureau pulled costs \$7.68 + HST. You are responsible for these fees and they will be charged to you monthly. Fees are deducted from your bank account on file.

Understanding the Enhanced Report

Equifax changed their reports in 2020. There is a webinar for you to review to better understand these new reporting standards. RMAnet.ca

Equifax Audits

As part of Equifax's commitment to protecting their consumer information, they conduct routine reviews of account activity. If we contact you with an audit request from Equifax, you will need to forward us the signed documentation to confirm your client's authorization to pull the bureau. A hard copy of the client's authorization should always be kept in your files.

To Obtain a US Credit Bureau

You will need to fill out Equifax form and submit it directly to them for the report. The form is located for your convenience on RMAnet.ca. Your membership number is located on your monthly invoice (410FM*****).

Equifax Fee Collection

RMA will send an email to you (or to your Senior agent) about the Equifax charges from your previous month's activity. These fees are deducted from your bank on file. The date will be noted in an email sent out to all Senior Agents/Broker prior to deduction. If your banking information changes, please contact Broker Services (brokerservices@rmabroker.ca) at RMA immediately with the details. We require a minimum of 7 business days to complete a change in your banking information.



Real Mortgage Associates Inc. Ontario Fee Schedule for April 2023 – April 2024

Starting Date	MPC Membership	FSRA- New Application	E&O Insurance	Admin Fee	NEW AGENTS	TRANSFER AGENTS
April 2023	\$48.02	\$941.00	\$83.00	\$99.00	\$1,171.02	\$230.02
May 2023	\$24.01	\$870.92	\$41.50	\$99.00	\$1,035.43	\$164.51
June 2023	\$288.15	\$800.83	\$495.00	\$99.00	\$1,682.98	\$882.15
July 2023	\$264.11	\$730.75	\$456.50	\$99.00	\$1,550.36	\$819.61
August 2023	\$240.10	\$660.67	\$415.00	\$99.00	\$1,414.77	\$754.10
September 2023	\$216.09	\$590.58	\$373.50	\$99.00	\$1,279.17	\$688.59
October 2023	\$192.08	\$520.50	\$332.00	\$99.00	\$1,143.58	\$623.08
November 2023	\$168.07	\$450.42	\$290.50	\$99.00	\$1,007.99	\$557.57
December 2023	\$144.06	\$380.33	\$249.00	\$99.00	\$872.39	\$492.06
January 2024	\$120.05	\$310.25	\$207.50	\$99.00	\$736.80	\$426.55
February 2024	\$96.04	\$240.17	\$166.00	\$99.00	\$601.21	\$361.04
March 2024	\$72.03	\$170.08	\$124.50	\$99.00	\$465.61	\$295.53
April 2024	\$48.02	\$941.00	\$83.00	\$99.00	\$1,171.02	\$230.02
May 2024	\$24.01	\$870.92	\$41.50	\$99.00	\$1,035.43	\$164.51
June 2024	\$288.15	\$800.83	\$495.00	\$99.00	\$1,682.98	\$882.15
					TOTAL	TOTAL

MPC Fees are due at signing. If you are already an MPC member, (once confirmed by MPC), the money will be refunded to you. **E&O Insurance and the Administration (Admin) Fee** are non-transferable and will be due. **FSRA Licencing** is charged Yearly (\$841.00) and is renewed each March 31. **PLEASE NOTE THAT THE FEES MAY BE SUBJECT TO CHANGE. E. & O.E.**

Acknowledged by (print full name please)

Signature

Date



Credit Card Authorization Form

(fill out in full and sign form)

New Application: Agent/Broker Information

Name

Phone Number

I authorize Real Mortgage Associates Inc to charge the card listed below:

See Fee Schedule; FSRA payment will be paid directly for new applications.

Receipt will be sent once payment has been processed.

MPC, E&O and Admin fee will be charged once your FSRA licence is transferred or approved.

Credit Card Information

Credit Card Type

VISA

Master Card

AMEX

Credit Card Number

Expiry Date

CVV#

Cardholders Name (as shown on credit card)

Billing address

Cardholders Signature

Date

I agree and confirm that all information I am submitting is correct. I agree to be held personally liable for any fraudulent use of a credit card. I am aware that all information is kept on record including IP of submitter to assist all local, province and federal agencies to track, prosecute and convict all those involved with credit card fraud. I, with full knowledge and understanding, give my personal permission and authorization to charge my credit card with the information I have provided.



Credit Check Authorization

PERSONAL INFORMATION

~Please Print in BLOCK LETTERS~

Please use one sheet per person

This form needs to be completed in full, and authorization must be given in order for us to access your credit history.

This is our privacy policy regarding personal information and a request for your authorization for us to access your credit information for the purpose of securing a Member Number at Equifax and or TransUnion, for you. Please review, and if you agree, please sign and date this form

"Yes, I give you authorization to access my credit history."

--

Please Print First Name Above

Please Print Last Name Above

--

Street Address

City

Postal Code

--

Length At Current Address

Birthday MM/DD/YYYY

--

Signature & MM/DD/YYY

At Real Mortgage Associates (RMA) we recognize and respect every individual's right to privacy. RMA establishes a confidential file that is kept in our offices. We limit access to information in your file to RMA staff who require it to perform their duties, and to persons authorized by law. We use the information to determine your eligibility for administrative matters.

"I warrant and confirm that the information given in this application form is true and correct and I understand that it is being used to determine my credit responsibility. You are authorized to obtain any information you may require relative to this application from any sources to which you may apply and each such source is hereby authorized to provide you with such information. You are furthermore authorized to disclose, in response to direct enquiries from any other lender or credit bureau, such information on my loaning account as you consider appropriate, and I agree to indemnify you against and save you harmless from any and all claims in damages or otherwise arising from such disclosure on your part. You are also authorized to retain this application whether or not my engagement with Real Mortgage Associates is approved."



By signing and dating the below you acknowledged that you have read Real Mortgage Associates Inc. policies and procedures manual located on www.RMAnet.ca

Please Print Name

Please Sign Name

Date MM/DD/YY

Real Mortgage Associates
Licence # 10464
3370 South Service Rd
Burlington, ON



The Canadian legal framework requires the protection of personal information. Under the federal Personal Information Protection and Electronic Documents Act and the federal Consumer Privacy Protection Act, all businesses, including mortgage brokerages and administrators, have obligations to protect specific personal client information.

Cyberattacks represent a significant risk in our sector which FSRA regulates. As a Market Conduct regulator FSRA's goal is to protect unauthorized access to sensitive client information. To support FSRA licensed entities with these obligations and to effectively manage cybersecurity risks, FSRA expects entities to implement the "Principles" identified in the MBRCC Cybersecurity Guidance. (<https://www.mbrcc.ca/Documents/View/8125>)

RMA complies with the MBRCC Cybersecurity Guidance. All agents & brokers MUST have the Company Approved cybersecurity programs running on all computers that access information of borrowers, lenders / investors, and prospective clients.

By signing and dating below you acknowledge that you are required to protect your client data. In order to ensure client data is protected the Cynet program is required to be installed on every laptop and or desktop that accesses, downloads or houses client data. This is an annual fee of \$135.00 (tax included) per computer.

Please Print Name

Please Sign Name

Date MM/DD/YY



Office Locations

10464

The new MBLAA regulations stipulate that Real Mortgage Associates Inc. (Corporate) is required to visit ALL offices that have been declared by the agents as open to the Public and/or Clients. In addition FSCO will be conducting spot audits of declared office locations that are open to the Public and/or Clients.

Name: _____

Phone Number: _____

Circle yes or no as it applies to you.

1. Do you own/rent a commercial space to conduct business with the public and or clients? (if no, then go to question 4)

YES NO

2. If yes, do you have a sign on your property with the RMA Brokerage License Number -10464?

YES NO

3. Have you informed FSCO of your commercial location?

YES NO

4. Do you invite the public and or clients into your home office to conduct business? (if no to questions 1 & 4, then email/fax completed document to RMA head office)

YES NO

If you have answered "Yes" to question 1, please print the address of your commercial/home office below.

Street Address: _____

City: _____

Postal Code: _____

Province: _____

All branch offices are subject to FSRA inspection. Correct compliant signage is required at all commercial/home offices.



By signing and dating the below you acknowledged that you have read Real Mortgage Associates Inc. Code of Ethics located on www.RMAnet.ca

Please Print Name

Please Sign Name

Date MM/DD/YY

Real Mortgage Associates
Licence # 10464

Declaration

To: Real Mortgage Associates

Re: Do Not Underwrite List – DNU – Mortgage Lenders and Insurers List

I, _____, declare that I am:

a. In good standing with all lenders & insurers and I am not on any “Do not Underwrite List, DNU” status.

OR,

b. I am NOT in good standing with the following lender(s) and/or insurer(s)

a. _____

b. _____

c. _____

d. _____

Signature: _____

Print Name: _____

Date: _____

SUB-AGENT AGREEMENT

THIS AGREEMENT is made effective the ____ day of _____,
20__

BETWEEN: REAL MORTGAGE ASSOCIATES INC. Licence #10464

AND:

(Name)

(Address)

(Address)

(Signature - the "Sub-Agent")

AND:

(Name)

(Address)

(Address)

(Signature - the "Broker")

WHEREAS the Broker is an independent contractor licensed to carry on the business of arranging and/or providing mortgage financing ("Mortgages") through Real Mortgage Associates Inc. ("Real Mortgage Associates") and is authorized to use certain trade-marks owned by Real Mortgage Associates in connection with that business; and

WHEREAS the Broker wishes to retain the Sub-Agent under the close supervision of the Broker, to assist in completing and taking applications for Mortgages and the Sub-Agent wishes to accept such retainer, on the following terms and conditions:

NOW THEREFORE the parties agree as follows:

1. TERM

1.01 Effective Date and Term

This Agreement shall be effective as of the date set out above and shall continue in full force and effect until the ____ day of _____, 20__, and thereafter from

Sub Agreement 1
Initials:

year to year (the "Term"), unless and until it is terminated at an earlier date pursuant to Article 5.

2. ENGAGEMENT

2.01 Engagement

The Broker hereby engages the Sub-Agent as an independent contractor to assist in the completion and taking of applications for Mortgages and related products and services including but not limited to creditors' life and disability insurance (collectively, "Mortgage Products") and the Sub-Agent hereby accepts such engagement. The Sub-Agent shall not be an employee, agent or partner of, nor a joint venturer with, the Broker.

2.02 Compensation

The remuneration, benefits or other compensation is payable to Real Mortgage Associates Inc. to assign to the Broker for the Sub-Agent in consideration of the Sub-Agent's performance of his or her duties and obligations under this Agreement.

2.03 Non-Exclusive

The engagement of the Sub-Agent by the Broker shall not restrict the Broker, either personally or by employing, engaging or appointing others, from completing and taking applications for Mortgage Products either during the Term or thereafter. The Broker may appoint other independent contractors, employees, agents or other persons to complete and take applications while under the close supervision of the Broker, for Mortgage Products anywhere both during the Term and thereafter.

3. COVENANTS OF SUB-AGENT

3.01 General Covenants

During the Term the Sub-Agent shall:

- (a) use his or her best efforts to complete and take applications while under the close supervision of the Broker for Mortgage Products at such places and times and in such manner and using such materials as the Broker directs, with all required personal and credit information as directed by the Broker, subject to any applicable laws and the provisions of this Agreement;
- (b) deliver completed applications for Mortgage Products to, and communicate with, the Broker, Real Mortgage Associates' employees or officers at Real Mortgage Associates' branches or offices as designated by the Broker from time to time;

- (c) comply with all reasonable directions regarding his or her activities under this Agreement as may be delivered or given by the Broker to the Sub-Agent from time to time
- (d) conduct his or her activities under this Agreement in a legal, ethical, fair and business-like manner;
- (e) RMA will notify Sub-Agents by email regarding updates to Policies and Procedures that will be posted on RMAnet.ca. The Sub-Agent agrees to read these updates within 7 days and abide by these changes.

3.02 Compliance with Sub-Agent's Obligations to Real Mortgage Associates

The Sub-Agent shall take all steps reasonably required by the Broker and Real Mortgage Associates to ensure that the Broker and the Sub-Agent act at all times in accordance with the Broker's obligations to Real Mortgage Associates Including, without limiting the generality of the foregoing.

3.03 Licences

The Sub-Agent shall ensure, at his or her cost, that all necessary licences, permits and other governmental and regulatory approvals required to enable the Sub-Agent to perform his or her duties and obligations under this Agreement are obtained and maintained in good standing at all times during the Term.

4. COVENANTS OF THE BROKER

Remuneration

All commissions payable are paid and received at The Brokerage House Real Mortgage Associates Inc. #10464 Head office and then disbursed to broker.

The Broker shall pay to the Sub-Agent for his or her services under this Agreement the remuneration as agreed upon. See Schedule B

5. TERMINATION

5.01 By Notice or Agreement

Termination of this Agreement may occur as follows:

Sub Agreement 3
Initials:

- (a) by either party at any time upon thirty (30) days' written notice to the other party;
- (b) forthwith by either party for cause

Any termination of this Agreement due to one or more of the provisions of this section shall not relieve any party of any debts or monetary or indemnity obligations to the other party or Real Mortgage Associates Inc., which have accrued under this Agreement or as a result of their duties relative to their capacity, prior to the effective date of such termination.

5.02 Liability to Date of Termination

At all times up to the date of termination, including any period of time between the date of any notice of termination and the effective date of termination, the parties shall in all respects be bound by all of the terms and conditions of this Agreement, and any termination shall not relieve either party from any obligation or liability which has accrued under this Agreement up to the effective date of termination or from the performance of its duties and obligations up to that date.

5.03 Consequences of Termination

Upon and after the effective date of termination, any provisions of this Agreement which are stated to, or which by implication, survive termination shall remain in force and binding on the parties, unless the parties expressly agree in writing to the contrary

5.04

Upon termination all business cards, letterhead, all forms of advertising shall be destroyed up to and including removing RMA name and logo from websites, emails, yellow pages and all advertising paraphernalia.

6. RESTRICTIVE COVENANT

6.01 The Sub-Agent further acknowledges that, in the course of the parties' performance of this Agreement, the Sub-Agent will have access to information which will give him or her knowledge of confidential and proprietary information of a special nature and value, relating to the conduct and details of the Broker's and Real Mortgage Associates' businesses, and that if the Sub-Agent was to enter into the employment of a rival or competitive business, or was to engage in a business dealing with lending money

on the security of mortgages, it would result in irreparable harm to the Broker and/or Real Mortgage Associates which could not be adequately compensated by monetary damages.

6.02 During the Term, the Sub-Agent shall not work, in any capacity whatsoever, for or with any other person, firm, institution, corporation, association or business entity engaged in the business of lending money on the security of mortgages on real property. The Sub-Agent shall not use his or her position nor any documentation, data or information acquired at or from the Broker or Real Mortgage Associates in any way which does or may create a conflict between the interests of the Broker or Real Mortgage Associates and the interests of either the Sub-Agent or any person or entity associated with him or her, whether by way of profit, gain or advantage to the Sub-Agent or his or her associates or otherwise, and whether during the Term or afterwards any person or persons, whether as principal, agent, shareholder, guarantor, creditor or in any other manner whatsoever, offer employment or a contract for services or other engagement to any person employed or otherwise engaged by the Broker or Real Mortgage Associates either on the Termination Date or during the two year period after the Termination Date.

6.03 This Article 6 shall survive the expiration or termination of this Agreement.

7. MISCELLANEOUS

7.01 Notices

All notices and other communications required or permitted to be given or served by either party to or on the other party shall be in writing and shall be delivered to the party to whom it is directed or sent by prepaid ordinary mail, hand delivery, courier or facsimile transmission addressed as follows:

To the Sub-Agent at:

Attention: Sub-Agent's Name

Facsimile: _____

To the Broker at:

Attention: _____

Facsimile: _____

and shall be deemed to be received on the fifth business day following the posting date thereof, if mailed, and on the day of the delivery or transmission by facsimile, if delivered or sent by facsimile prior to 5:00 p.m. on a business day, or on the next business day if delivered or sent after 5:00 p.m. on the previous day or if the date of delivery or sending is not a business day.

Either party may from time to time amend its address and/or facsimile number for the purpose of giving notice hereunder, by written notice to the other party given in accordance with this section.

7.02 Taxes

Each party shall pay its own taxes in connection with this Agreement including, without limiting the foregoing, federal, provincial and local income taxes, sales and goods and services taxes, provided that the Broker shall pay to the Sub-Agent any sales or goods and services taxes which are lawfully payable from time to time on the services provided by the Sub-Agent under this Agreement.

The Sub-Agent shall be responsible for the deduction and remittance to the appropriate taxing or other authorities of all applicable statutory withholdings for income taxes, Canada Pension Plan, Employment Insurance, Workers' Compensation and other deductions from payments made by the Broker to the Sub-Agent under this Agreement, and from payments made by the Sub-Agent or to any other person. The Broker shall have no obligation to deduct or remit any such amounts. The Sub-Agent shall indemnify and save harmless the Broker and Real Mortgage Associates from and against any claim or loss, including without limitation actual expenses, arising from non-compliance by the Sub-Agent with this section.

If, as a consequence of any dispute with or order issued by any taxing or other authority as aforesaid, the Broker and/or Real Mortgage Associates is required to pay such taxing or other authority any amount on account of tax, duty, assessment, charge, interest, penalty or otherwise in connection with the services rendered by the Sub-Agent pursuant to this Agreement, or in connection with the services provided or work performed by the Sub-Agent or any employee, agent or representative of the Sub-Agent, the Sub-Agent shall reimburse the Broker and/or Real Mortgage Associates, as the case may be, forthwith upon demand for any amount so paid, together with interest thereon from the date payment was made to the date of reimbursement by the Sub-Agent at a rate equal to Bank of Montreal's prime interest rate from time to time. Moreover, any tax liability with respect to any amount of interest so paid as aforesaid shall be paid and borne by the Sub-Agent and the tax receipts therefore shall be provided by the Sub-Agent.

This section shall survive the expiration or termination of this Agreement.

8. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and applicable Canadian federal laws in force therein.

9. Where Funds Are Deposited Into a Sub Agent Corporate Account

All brokers and agents of the Sub Agent's Corporation are ONLY authorized to deal or trade in mortgages on behalf of the Brokerage. The Corporation does not carry on the business of dealing or trading in mortgages other than by providing the services of its member brokers and agents to the Brokerage. The Corporation does not carry on business as a mortgage lender unless it does so solely through the Brokerage. The Corporation and its member brokers and agents do not represent to the public in any manner, directly or indirectly, that the Corporation carries on the business of dealing or trading in mortgages or carries on business as a mortgage lender. The Corporation does not receive, directly or indirectly, revenue for dealing or trading in mortgages from any person or entity other than the Brokerage.

The member brokers and agents do not receive, directly or indirectly, fees or other remuneration for dealing or trading in mortgages from any person entity other than the Corporation or the Brokerage. The Corporation does not, on behalf of the Brokerage, directly or indirectly hold funds or other assets received from borrowers, lenders or investors in connection with dealing or trading in mortgages. A majority of the Corporation's directors are member brokers and agents. A majority of the equity of the Corporation is legally and beneficially owned, directly or indirectly, by one or more of its member brokers or agents. The Corporation will not hinder or obstruct the Brokerage or its principal broker in the performance of their duties under the Act and will not obstruct or hinder the member brokers and agents in the performance of their duties under the Act.

The Corporation agrees to provide whatever assistance may be reasonably necessary to enable the brokerage and its principal broker to comply with their duties under the Act and to enable the brokerage and its principal broker to ensure that the member brokers and agents are complying with their duties under the Act. The Corporation agrees to provide whatever assistance may be reasonably necessary to enable the brokerage to determine whether the circumstances entitling the Corporation to the exemption established by this section exist.

IN WITNESS WHEREOF the parties hereto have signed and sealed this Agreement as of the date first above written.

SIGNED, SEALED AND DELIVERED)

in the presence of:)

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X c/s

Print Name:

Title: **Senior Mortgage Broker**

Date:

X c/s

Print Name:

Title: **Sub Mortgage Agent**

Date:

REAL MORTGAGE ASSOCIATES INC.

X c/s

Print Name: Ron De Silva

Title: Principal Broker

Date:

Sub Agreement 8
Initials:

SCHEDULE "A"

1. Services

The Broker shall provide to the Sub-Agent the following services:

- (a) The Broker shall, at its cost, provide to the Sub-Agent basic training regarding Real Mortgage Associates.
- (b) The Broker or the Sub-Agent at its cost, provide to the Sub-Agent all Mortgage Products application forms required from time to time and copies of any applicable guidelines, directives and designations regarding the subject matter of this Agreement.
- (c) The Broker or the Sub-Agent at its cost shall pay the cost of obtaining and maintaining errors and omissions insurance in connection with the Sub-Agent's activities under this Agreement.
- (d) The Broker or the Sub-Agent at its cost shall provide the Sub-Agent with business cards.
- (e) The Broker or the Sub-Agent shall pay for the Sub-Agent the Sub-Mortgage Brokers licensing fees and renewal fees, if required, under the applicable legislation and regulations.
- (f) The Broker or the Sub-Agent shall pay membership fees to CAAMP and local mortgage brokers' associations, if applicable, for the Sub-Agent.
- (g) Policies and Procedures Policies along with Ethical Practices will be provided to all Sub-Agents. You will be required to read and provide a written acknowledgement to Head Office that these documents have been read and understood.
- (i) RMA will notify Sub-Agents by email regarding updates to Policies and Procedures that will be posted on RMAnet.ca. The Sub-Agent agrees to read these updates within 7 days and abide by these changes.

SCHEDULE "B"

Compensation

Broker agrees to pay sub agent based on the agreed to compensation program as identified below.