



Trust Company

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FINDER'S FEE & COMMISSION PAYMENT PROCESS

INTRODUCTION

As part of our ongoing commitment to excellence in customer service, AGF Trust will has enhanced our finder's fee and commission payment process to ensure timely and accurate payment of your commission fees for new approved and funded mortgages.

AGF TRUST PAYMENT PROCESS

For all new and approved funded mortgages that qualify, AGF Trust will make payment of owed broker finder's fees and commission payments by way of Electronic Funds Transfer ("EFT") through your company's banking account. If your client's mortgage was funded, and as a result a commission fee is owed to you by AGF Trust, we will EFT this payment to your company within one or two business days. (Note: This specific electronic process used by AGF Trust is called PDS and usually transfers funds within 24 hours, occasionally up to 48 hours but as a result does not typically account for a service charge by your financial institution).

In addition to electronically transferring your commission payments, AGF Trust will provide you with a reconciliation statement with information that will allow you to reconcile the commission payments with specific funded deals. This reconciliation statement will be provided to you within 24hours (or nearest Business Day if a statutory holiday) following the receipt of payment.

BROKER REQUIREMENTS

In order to be approved for this process, you and your company must read, sign and return the attached agreement which highlights the terms and conditions of our overall relationship with you in addition to providing AGF Trust with your bank account information for EFT and PDS purposes.

In addition, you must provide AGF Trust with the email of the primary contact person to receive the reconciliation statements indicated above as well as to make inquiries regarding commission payments.

ATTACHMENTS

Please find enclosed the following attachments to be read, executed and returned to AGF Trust Company using the attached fax cover sheet:

- a. AGF Trust Mortgage Broker Approval Form
- b. Authorization Form for Electronic Funds Transfer
- c. Return Fax Cover Sheet

Please have these documents signed and faxed back to AGF Trust Company to ensure that we have ample time to include your firm in our EFT and reconciliation process.

AGF Trust reserves the right to amend this process from time-to-time without notice.



Trust Company

AGF Trust Mortgage Broker Approval Form

Name of Broker Firm: _____

Address: _____

City: _____

Province: _____

Postal Code: _____

Phone: _____

Fax: _____

Sales Contact: _____

Admin Contact: _____

Email Address: _____

Principal/Owner(s): _____

By signing below you confirm and acknowledge that:

- You have read this Agreement between AGF Trust Company ("AGF Trust") and the Mortgage Broker Firm and all attached terms and conditions;
- You understand the nature and scope of this Agreement and all attached terms and conditions;
- This Agreement is subject to, and conditional upon being accepted in writing by AGF Trust;
- AGF Trust shall not be responsible for any loss incurred as a result of any delay or refusal by AGF Trust to accept this Agreement; and,
- You are authorized to sign this Agreement on behalf of the Mortgage Broker Firm.
- You are currently licensed and authorized to act as a mortgage broker.

Please Sign Here:

Date: _____ 200_____

By: _____

Authorized Signing Officer

Terms & Conditions:

Now therefore, for good and valuable consideration, the parties agree as follows:

1. Definitions:

"Agreements" means this Agreement and all schedules, appendices, addenda, exhibits, instruments, supplements, amendments and confirmations attached thereto and it constitutes the entire Agreement between parties;

"Business Day" means any day except Saturday, Sunday, statutory holiday or bank holiday in the Province of Ontario;

"Confidential Information" means confidential information in oral, written or electronic form related to AGF Trust, its affiliates, clients, customers, vendors or other suppliers, research, development, trade secrets, techniques, processes, procedures, plans, policies, business affairs, discoveries, hardware, software, screens, specifications, designs, drawings, intellectual property and other information and materials, regardless of its form, other than information that is in the public domain or that is required to be disclosed by law;

"Customer" means any Canadian Customer or prospective customer of the Mortgage Broker Firm;

"Customer Information" means information with respect to the Customer that is provided by you or your Representative(s) to AGF Trust, and specifically excludes any information that is obtained by AGF Trust from any other source other than from you or your Representative(s);

"Mortgage Broker Firm" means the company named on the front, a mortgage broker firm, or a firm engaged in the business of acquiring Customers for the purpose of distributing mortgage products and services to customers;

"Loans" means the mortgage loans offered by AGF Trust to facilitate the financing of eligible mortgage products to Customers;

"Loan Documentation" means the Mortgage Application and any other document required by AGF Trust for the purposes of offering a Loan to a Customer;

"Representative" means a sales representative or agent employed with or contracted exclusively with the Mortgage Broker Firm;

"You" and "Your" means the Mortgage Broker Firm.

2. Loans:

Nothing herein shall require AGF Trust to offer or to provide a Loan to a Customer and you or your Representative(s) may not bind AGF Trust. To the extent that a Customer is required to complete an application in connection with the provision of the Loan, AGF Trust shall retain the right in all instances to approve or reject a Customer's application or to provide such Loan to such Customer.

3. Duties of Each Party:

You agree and acknowledge that you will:

- Promote and facilitate the distribution of the Loans, including the completion of all necessary Loan Documentation, and acknowledge that you shall only use those materials provided by AGF Trust in connection with any application for, advertising of, or marketing of the Loans;
- With your permission, allow authorized personnel and employees of AGF Trust to attend at your places of business for the purpose of marketing and promoting the Loans that you are distributing;
- Acknowledge that while AGF Trust has agreements, procedures, and documentation in place with you that AGF Trust also may have similar arrangements in place with other firms and AGF Trust acknowledges similarly.

- Assist AGF Trust in the collection and updating of Customer Information, with the Customer's consent, if required, where deficiencies have been identified or where Customer Information is needed by AGF Trust;
- Ensure compliance with applicable laws and regulations for the industry in which you operate;
- Supervise your employees, representatives, and agents, to the extent required for the industry in which you operate, in the promotion and distribution of the Loans to Customers; and,
- Respond to requests for information from AGF Trust or OSFI in relation to your duties under this Agreement and compliance with applicable legislation; or, provide satisfactory certification that you are in compliance; or, with your permission, permit authorized personnel and employees of AGF Trust or the Office of the Superintendent of Financial Institutions ("OSFI") to attend at your place of business and conduct such reviews and/or audits as are deemed necessary by AGF Trust or OSFI to ensure that you are complying with the provisions of the Agreement and all applicable legislation;

AGF Trust agrees that it will abide by the terms and agreements in the offering of those Loans being promoted and distributed by you; and will provide advertising, marketing, and promotional materials in respect of the Loans and pay for all related costs for the development, printing, or delivery of these materials. AGF Trust shall not be responsible for any expenses that the Mortgage Broker Firm incurs in connection with this Agreement.

4. Standard of Care:

Except as specifically provided in this Agreement, there are no warranties or conditions, expressed or implied, with respect to the Loans offered by AGF Trust or the products offered and services performed by any party. The parties shall use due care in discharging their duties hereunder and shall use commercially reasonable efforts in meeting the performance levels and all other party requirements, appropriate for its respective industry.

5. Compliance with Laws:

You agree that you shall be responsible for:

- Any disclosure and use of Customer Information provided by you to AGF Trust for the purposes of distributing and promoting the Loans;
- Collecting the required information from each Customer for a Loan and obtaining completed Loan Documentation for each customer;
- Compliance with all applicable legislation;
- Collecting information as required to ensure compliance with Proceeds of Crime (Money Laundering) and Terrorist Financing Act (the "Proceeds of Crime Act"). Specifically, you agree to identify all Customers who are applying for a Loan, in accordance with the Proceeds of Crime Act including identifying the Customer by referring to their original birth certificate, driver's licence, passport or other similar record issued by the provincial, territorial or federal government. At least one identity document should include a photo and signature of the Customer. The Customer may be identified by referring to their original provincial health card, unless they are from Ontario, Manitoba, or Prince Edward Island. The identification requirement does not apply if the Customer has previously been identified to AGF Trust;
- Ensuring that any identity documents are valid (e.g. not expired); and

- Upon receiving a request from AGF Trust, providing such documents as required and reasonably requested by AGF Trust from time to time, including your certificate of corporate status, or another record that confirms the corporation's existence, if you are a corporation, the names of your directors, if applicable, and a partnership agreement, articles of association, or any other similar record that confirms your existence if you are not a corporation.

6. Use of Customer Information: AGF Trust shall treat as confidential and shall not use, disclose or otherwise make available any Customer Information except as necessary to conduct AGF Trust business in connection with the Loans. AGF Trust will not disclose Customer Information to any third party (excluding affiliates of AGF Trust) unless (i) required by its regulators, (ii) required by law, (iii) or as may be consented to by the Customer.

AGF Trust confirms that it has, and will continue to have, in place procedures to ensure the confidentiality and privacy of the Customer Information.

AGF Trust agrees to indemnify and hold you, your affiliates, officers, directors and employees harmless against any losses, claims, costs, damages, liabilities or reasonable expenses (including reasonable legal fees) (collectively, "Claims") which may be suffered by any of the claimants caused by or arising directly or indirectly by reason of any failure or alleged failure of the AGF Trust, agents or employees to comply with its obligations of confidentiality in respect of the Customer Information.

AGF Trust's obligation to indemnify you as aforesaid in respect of any claim being asserted against you by a third party shall be expressly conditional upon (i) you giving AGF Trust prompt notice of any claim to which such indemnity applies and a reasonable opportunity to defend the same in your name through counsel of AGF Trust's own choosing, all at AGF Trust's own expense and cost (except to the extent that the defenses which may reasonably be expected to be asserted by you are inconsistent with any defenses which AGF Trust may reasonably be expected to assert in the same action), (ii) you cooperating with AGF Trust and its counsel in the defense of any such claim and (iii) you refraining from settling or compromising or offering to settle or compromise any such claim without AGF Trust's prior written consent.

7. Use of Confidential Information: You will instruct your representatives, employees, agents, and consultants who have access to the Confidential Information to keep the same strictly confidential and not disclose such Confidential Information to any third party. You confirm that you have and will continue to have, in place procedures to ensure the confidentiality and privacy of the Confidential Information.

You agree to indemnify and hold AGF Trust, its affiliates, officers, directors and employees harmless against any losses, claims, costs, damages, liabilities or reasonable expenses (including reasonable legal fees) (collectively, "Claims") which may be suffered by any of the claimants caused by or arising directly or indirectly by reason of any failure or alleged failure of you or your representatives, agents or employees to comply with your obligations of confidentiality and in particular, any disclosure of Customer Information.

Your obligations to indemnify AGF Trust as aforesaid in respect of any claim being asserted against AGF Trust by a third party shall be expressly conditional upon (i) AGF Trust giving you prompt notice of any claim to which such indemnity applies and a reasonable opportunity to defend the same in AGF Trust's name through counsel of your own choosing, all at your own expense and cost (except to the extent that the defenses which may reasonably be expected to be asserted in the same action), (ii) AGF Trust cooperating with you and your counsel in the defence of any such claim and (iii) AGF Trust refraining from settling or compromising or offering to settle or compromise any such claim without your prior written consent.

8. Marketing and Documentation: No party may refer to or use the trademark, name, or other goodwill of any other party without express prior written consent of such party.

You shall not create any advertising, marketing, promotion, or sales materials whether in print, audio, or electronic format with respect to the Loans without prior written consent of AGF Trust.

9. Character of Agreement: The parties acknowledge and agree that nothing contained in this Agreement shall constitute them as partners or joint ventures with each other.

10. Counterparts: This Agreement may be executed by the parties in separate counterparts each of which, when so executed and delivered, shall be deemed to constitute an original but all of which together shall constitute one and the same agreement.

11. Termination: This Agreement may be terminated on 30 days prior written notice by a party or otherwise terminated in accordance with this Agreement. In the event that a party (the

"Terminated Party"): (a) becomes insolvent, files an assignment in bankruptcy, fails to have dismissed any petition seeking to have it declared bankrupt within 30 days after the filing thereof, or if a receiver is appointed for it and is not discharged within 30 days after his appointment; or, (b) commits or permits any material breach of any of the provisions of this Agreement and fails to remedy such breach within 30 days after receipt of written notice of such breach; the other party may, at their respective option, terminate this Agreement by written notice to the Terminated Party effective immediately with no liability on the part of the other party to the Terminated Party or any other person, firm or corporation as a result of such termination. The parties agree that neither the Terminated Party nor the other party will be absolved from any liability relating to acts or deeds taken or obligations incurred prior to such termination. The remedies provided in this Agreement are neither exclusive nor mutually exclusive, and, except as specifically provided in this Agreement, each party shall be entitled to such remedies, or any other remedy available to that party at law or in equity, or any or all of the foregoing in any combination, at that party's discretion.

12. Survival: The provisions of sections 5, 6, and 7 shall survive the expiration or earlier termination of this Agreement for any reason.

13. No Assignment: Except as provided herein, this Agreement may not be assigned by a party without the written consent of the other party such consent not to be unreasonably withheld or delayed and shall ensure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

14. Applicable Law: This Agreement shall be governed by and interpreted in accordance with the laws of Ontario applicable therein and each of the parties irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.

15. Waiver: The failure at any time to require performance of any provision of this Agreement shall not affect the full right to require performance at any later time. The waiver of a breach of any provision shall not constitute a waiver of the provision or of any succeeding breach.

16. Severability: Any provision of this Agreement which is illegal, invalid or unenforceable shall be severable and shall not affect the remaining provisions of this Agreement.



Trust Company

Authorization Form for Electronic Funds Transfer

INTRODUCTION

You shall provide information on a bank account held at another financial institution that will be used by AGF Trust to direct the payment of any funds owing as a result of commission fees for funded transactions. AGF Trust will initiate a funds transfer to this external banking account via an Electronic Funds Transfer ("EFT") process. AGF Trust will not be responsible for the effective date of the deposit to this external bank account, as the transaction will be processed by way of the regular Canadian clearing system, and AGF Trust will not be responsible for any delays caused by any banking system disruptions or due to the unavailability of AGF Trust's service providers. AGF Trust does not charge a fee for the EFT process.

You acknowledge that this authorization is provided for the benefit of AGF Trust and your financial institution and is provided in consideration of your financial institution agreeing to process credits to your account in accordance with the rules of the Canadian Payments Association

VALID SIGNING AUTHORITY AND AUTHORIZATION

You warrant and guarantee that all persons whose signatures are required to sign on the account noted below have signed this agreement below. You hereby authorize AGF Trust to deposit fee proceeds or other amounts to the account noted below, to settle any transactions, in accordance with this Agreement.

WAIVER OF PRE-NOTIFICATION

Bank Number: _____

Bank Name: _____

Branch Number: _____

Branch Name: _____

Account Number: _____

Account Name: _____

Contact Person at Bank: _____

Bank Contact's Telephone Number: _____

This Authorization Form applies only to credits to the Company's account, the amount to be determined by AGF Trust.

CANCELLATION

This authorization may be cancelled at any time upon notice being provided by you, either in writing or orally with proper authorization to verify your identity, within 10 days before the next deposit is to be issued. You acknowledge that, in order to revoke this authorization, you must provide notice of revocation to AGF Trust. Revocation of this authorization does not terminate the agreement that exists between you and AGF Trust.

ACCEPTANCE – Please Sign Here

You acknowledge your understanding, acceptance, and participation in this pre-authorized deposit arrangement:

Authorized Signing Officer: _____

Title: _____

Date: _____

Authorized Signing Officer: _____

Title: _____

Date: _____



Trust Company

Fax

To: David Sgro, Associate Product Manager From: _____

Fax: 1 877 635 3307 Pages: _____ of _____

Phone: 1 800 244 8457 x 5380 Date: _____, 200__

Re: Return of Broker Approval Form Docs cc: _____

Urgent For Review Please Comment Please Reply Please Recycle

Please find attached the following forms signed and dated by authorized employees of our company(s):

1. AGF Trust Mortgage Broker Approval Form,
2. Authorization Form for Electronic Funds Transfer

Regards,
