

This Agreement dated the \_\_\_\_\_ Date day of \_\_\_\_\_ Month, 20\_\_\_\_ Year,  
is made and entered into by and between:

**AKAL Mortgages Inc.**  
(hereinafter referred to as AKAL Mortgages)  
**and**

\_\_\_\_\_  
Client's Name(s)

\_\_\_\_\_  
Client's Home Address

\_\_\_\_\_  
Property to be Mortgaged

IN CONSIDERATION of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **PURPOSE & SCOPE:** Client(s) hereby appoints Mortgage Agent as its exclusive agent for the purposes of securing a mortgage for the purpose as set out in the borrower's mortgage application, as Client(s) instructs, and Agent does hereby accept such appointment and agrees to act as such agent in accordance with the terms and conditions of this Agreement. The Client(s) agrees not to attempt to obtain nor obtain mortgage financing by any other means or through any other parties other than the Agent.
2. **DURATION:** The agreement is exclusive and irrevocable for a term of \_\_\_\_\_ 360 \_\_\_\_\_ days and shall take effect upon signing hereof. At the expiry of each term, the Mandate will be considered to be automatically renewed for an additional term equal to the original term mentioned above, unless the Borrower(s) advises AKAL Mortgages in writing that they do not wish to have the Mandate extended. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement at any time upon giving thirty (30) days' notice, in writing to the other party.
3. **PENALTY:** As compensation for the services to be rendered by Agent under this Agreement, the Client(s) shall pay to the Agent "No Commission" (in addition to what the Agent and the Client(s) have agreed upon and/or that the agent is receiving from a lender) unless the client(s)- (i) cancels financing for "any reasons"; (ii) attempts to obtain or (iii) obtains financing from another source at which time **a fee of 2% of the total mortgage amount is immediately payable for breach of contract and for services already rendered by the agent.** Once the 'penalty' paid either to AKAL Mortgages Inc. or to any solicitors' acting on behalf of AKAL Mortgages Inc. is deemed earned **"IN FULL"** and is **non-refundable.**
4. **DEPOSIT:** Upon signing this agreement, Borrower(s) agrees to pay a nonrefundable deposit application fee (the "Fee") in the amount of \_\_\_\_\_ \$\$\$ \_\_\_\_\_. This amount will be adjusted to the Client(s) on closing as long as the mortgage is arranged by and funded through the Agent. If the Client(s) contravenes section 5 or cancels financing for "any reasons"; this amount will be deemed earned by the Agent and will not be refunded.
5. Agent shall, on behalf of and at the direction of Client(s):
  - a) Obtain a mortgage commitment from a Canadian Mortgage Lender for the purpose described in the borrower's mortgage application;

- b) Treat all information obtained under this Agreement as confidential proprietary information of Client(s) and use its best efforts to ensure against disclosure to third parties;
  - c) Perform any and all other services and activities (including negotiations relating thereto and payment therefor) (A) reasonably ancillary to any and all of the foregoing activities, or (B) agreed to in writing by and between Client(s) and Agent.
6. Agent shall have no authority to bind Client(s) except upon written order or authorization by Client(s). It is further understood that Agent shall at all times during the continuance of this Agreement use its best efforts to protect the interests of Client(s) in the event of claims by and on behalf of, or against, Client(s).
  7. At all times, during the term of this Agreement, Agent shall maintain complete and accurate books and records with respect to its services hereunder, including, but not limited to, copies of Client(s)'s orders, copies of Agent's orders and confirmations thereof, together with invoices and supporting documentation, all shipping and payment documents, records of Agent's approval of vendor invoices. Client(s) shall have the right to inspect and/or obtain copies of Agent's books and records with respect to Agent's services pursuant to this Agreement.
  8. This Agreement shall, in all respects, be interpreted, construed and governed by the laws of the Province of Ontario.
  9. This Agreement sets forth all prior terms, conditions, and agreements under which the parties hereto have operated beginning from that date. Any other agreement between the parties hereto pertaining to the same subject matter is hereby superseded and terminated.
  10. This Agreement sets forth the entire agreement between the parties relating to the subject matter hereof and stands in the place of any previous agreement, whether oral or in writing. The parties agree that no amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties.

**ACKNOWLEDGMENT:** Each party represents that they and their counsel have had an adequate opportunity to review and revise each and every component of this Agreement before executing same and that any rule of interpretation to the effect that ambiguities are to be resolved against the drafting party shall not apply to this Agreement. The clients(s) acknowledges that the information supplied to AKAL Mortgages Inc. for the loan request is truthful and accurate. The clients(s) acknowledges having received a duly executed copy of the presents. A copy of the present authorization is considered as binding as the original. The singular number shall be deemed to include the plural and any gender shall be deemed to include the neuter, masculine or feminine where required. IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.

\_\_\_\_\_  
Client's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Client's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mortgage Agent/Broker's Name

\_\_\_\_\_  
Signature