



POLICY MANUAL

AKAL Mortgages Inc.

Lic# 10845, Independently Owned and Operated
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A copy of this document is available at <https://akalmortgages.com/policy-manual>

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INTRODUCTION

AKAL Mortgages Inc. (hereinafter referred to as AKAL Mortgages) adheres to the highest degree of ethical conduct and recognizes that customers and the public have a right to openness and honesty in all their dealings with the company. As an employee or an independent AKAL Mortgages representative, you are expected to be fair and honest in all your dealings with customers, lenders, other organizations, and independent contractors. You must conduct yourself in a manner that demonstrates a commitment to the highest standards of personal integrity, and in ways that respect the reputation and position of trust placed upon AKAL Mortgages.

All brokers and agents authorized to deal in mortgages on behalf of AKAL Mortgages and all other staff will read and abide by the Policies and Procedures outlined within this manual along with any other guidelines provided. The policies provide guidance on our best practices, professional conduct, managing mortgage transactions, complaints handling, etc.

This manual is intended to be a “living” document, which will be updated and adapted as business practices change. Every effort will be made to advise of any updates to the contents of this manual; users must take reasonable steps to ensure that are referencing the most recent version of the manual, as made available. The most up-to-date version of this document will always be available on the AKAL Mortgages Website at <https://akalmortgages.com/policy-manual>.

SECTION 1: PROFESSIONAL CONDUCT

1.1 DISCIPLINE

The following are some types of conduct that are not permitted and that may lead to disciplinary action, up to and including immediate dismissal. It is not possible to provide a complete list, but the following are representative examples of unacceptable conduct:

- a) Failure to meet the requirements outlined in the Company Policy and Procedure guides
- b) Theft, fraud, embezzlement, or other acts of dishonesty
- c) Harassing, threatening, intimidating, or coercing another employee, broker, agent, or customer; immoral or indecent conduct
- d) Breach of confidentiality
- e) Breach of trust/dishonesty
- f) Discrimination
- g) Working while under the influence of alcohol, illegal drugs or other controlled substances while on company premises or on company time
- h) A conviction for the use, possession, or sale of illegal drugs on or off the job
- i) Possession of firearms or unauthorized weapons on company premises
- j) Falsification of any documents(s)
- k) Lender cutoff
- l) Threatening a staff member, supervisor, manager, other agents, volunteer, visitor or volunteer
- m) Conduct which might reasonably cause a customer, or a vendor of the Company embarrassment, loss of dignity, feeling of intimidation, or loss of opportunity

Irregular business conduct will not be tolerated under any circumstances. Such conduct will result in dismissal and, in some instances, criminal or civil prosecution. AKAL Mortgages will notify provincial regulators of any agent/broker that it believes is not suitable to be licensed, in the event the agent/broker resigns before being terminated

1.2 BROKER PRINCIPLES

1.2.1 Code of Conduct

As Mortgage Professionals we have a duty to act in the best interests of our clients throughout the mortgage process, and thereafter. This includes treating clients with the utmost respect at all times, providing prompt and courteous customer service, and ensuring that we advise on products that are suitable to our clients' needs.

The Brokerage, the Principal Broker, and all agents/brokers are expected to act in the best interest of the consumer and treat them fairly. Below are some guidelines designed to help put consumers first.

You Should:

- Act with skill, care and due diligence when dealing with consumers.
- Conduct your activities in a truthful, clear, and transparent manner. Do not mislead, hide, or obscure material information.

- Recommend products that are suitable, considering the consumer’s disclosed personal circumstances and financial condition.
- Fully understand the products that you recommend, including a review of a fair rate and fees (where applicable). Do your own due diligence around the products, including how they work, their limitations, exclusions, and material risks.
- Fully disclose material information to applicable parties in a transaction. Disclosures must be meaningful and made in an honest and timely manner.
- Disclose and manage any potential or actual conflicts of interest to applicable parties in a transaction
- Always protect the private information of your consumers and inform them of any privacy breach. You must use and disclose information for purposes for which the client has given consent or as compelled by law.
- Original documents should be returned to the client. Copies of the documents should be uploaded to the customer's mortgage file (customers should initial each page of any document provided to the agent/broker in person).

In addition to these principles, we also adhere to the [MBRCC National Code of Conduct for Mortgage Brokering](https://akalmortgages.com/code-of-conduct). A copy of the national code of conduct with AKAL Mortgages branding can be found at <https://akalmortgages.com/code-of-conduct>.

1.2.2 Care for Client Privacy

- The Personal Information Protection and Electronic Documents (PIPED) Act ([LINK](#)) sets out the ground rules for the collection, use and disclosure of personal information in the course of business activities. It balances an individual’s right to privacy with an organization’s needs for personal information for legitimate business purposes. All AKAL Mortgages Professionals must adhere to the rules and regulations provided for in the Act.
- An organization is responsible for the protection of personal information and the fair handling of it at all times, throughout the organization and in dealings with third parties. Care in collecting, using, and disclosing personal information is essential to continued consumer confidence and goodwill.

The principles that we must follow are:

- a) Obtain consent from individuals whose personal information is collected, used, and/or disclosed.
- b) Communicate in a manner that is clear and can be reasonably understood.
- c) Record the consent received (e.g., copy of an email, copy of notes).
- d) Never obtain consent by deceptive means.
- e) Do not make consent a condition for supplying a product or service unless the information requested is required to fulfill an explicitly specified and legitimate purpose.
- f) Explain to individuals the implications of withdrawing their consent.
- g) Ensure that independent contractors collecting personal information are able to answer an individual’s questions about the purposes of the collection.
- h) Protect personal information against loss, theft, unauthorized access, disclosure, copy, use or modification, regardless of the format in which it is held.
- i) Customer information must be kept confidential and not discussed or disclosed outside AKAL Mortgages unless you are required to do so by law, or when authorized by the customer in writing.

1.2.3 Ethics

Ethical conduct and behavior are expected of all our Mortgage Professionals. We will adhere to the MPC code of ethics ([LINK](#)) and to industry prevalent guidelines that serve to raise our professional profile.

1.2.4 Credit Bureau and Your Responsibilities

AKAL Mortgages professionals are expected to conduct mortgage business in an ethical and professional manner. The corporate agreement with Equifax Canada grants individual Agent/Broker member codes and passwords. Agents/Brokers agree to maintain and adhere to all duties and responsibilities regarding consumer protection and privacy legislation.

- The Agent/Broker agreement with AKAL Mortgages and Equifax Canada states the following:
 - a) You will not pull any credit files without the proper written approval of the subject and/or subjects. Verbal consents are not acceptable.
 - b) You certify that you will order consumer credit reports only for the purposes of mortgage financing.
 - c) You agree that you will obtain each consumer's written consent(s) before pulling their credit report from Equifax. A copy of the customer's written consent is to be uploaded to MortgageBOSS within 24 hours of the credit bureau being obtained. This includes deals that are cancelled or declined.
 - d) You are responsible to reproduce such written approval if required to do so by either AKAL Mortgages, Equifax or to a legal representative if so required so requested
- It is also against the Privacy Act and the Agent/Brokers agreement to share any personal and/or credit information with anyone other than is approved (i.e., accredited lenders). The Agent/Broker cannot provide a copy of the credit report to the consumer or any other 3rd party who is not authorized by Equifax to receive a copy.
- There are two ways to have proper written consent from the consumer:
 - a) Printing the "Privacy Agreement/Suitability/Consent" form found on https://akalmortgages.com/images/forms/3_PrivacyAgreement.pdf.
 - b) The Agent/Brokers' personal AKAL Mortgages website has an online application. The Privacy Agreement statement is part of the application, therefore when the consumer "Ticks" the consent box, it provides the Agent/Broker proper consent. (Please note a signed copy of the Privacy document will still be required when submitting your file for compliance/payroll).
- The Agent/Broker is not to accept third-party applications without speaking directly to the consumer and receiving their written consent to access their credit file.
- Always explain and get a signed Customer Consent Form with each new mortgage application, a second bureau can be pulled for the same deal if required, provided it is completed within the first 90 days of the initial inquiry. In all other cases, a new consent document will be required.
- The Agent/Broker is never to give access to anyone their Equifax code.
- Credit Bureau Decorum: If a Mortgage Agent/Broker verifies a credit report and discovers an inquiry has been made by another AKAL Mortgages Agent/Broker in the previous 6 months, the new agent/broker is to consult with the originating agent to determine the details of the original inquiry.

1.2.5 Professionalism

Mortgage Professionals should always represent the brokerage in a professional manner when dealing with clients, colleagues, staff, partners, and lenders, including having the respect for diversity in cultures, socially responsible behavior, refraining from disparaging remarks, maintaining a presentable and approachable appearance, and having a pleasant demeanor in all their dealings.

1.2.6 Reputation

We will together always protect the reputation of our Mortgage Professionals and of our brokerage. Our professional standards and conduct shall be held in the highest regard and are integral to our culture of exceptionalism in the mortgage industry.

1.2.7 Respect for the Law

AKAL Mortgages brokers and agents will be licensed and in good standing with the provincial licensing body—FSRA, The Financial Services Regulatory Authority of Ontario ([LINK](#)). We will adhere to the Provincial Act(s) and regulations that outline our permitted activities that are prescribed by each jurisdiction, including abiding by the legislative requirements of other provinces as may be occasioned, and the laws of Canada. Reference to other provincial licensing bodies is provided below for reference and informational purposes.

- British Columbia - [BCFSA](#) - B.C. Financial Services Authority
- Alberta - [RECA](#) - Real Estate Council of Alberta
- Saskatchewan - [FCAA](#) - Financial and Consumer Affairs Authority of Saskatchewan
- Manitoba - [MSC](#) - Manitoba Securities Commission
- Ontario - [FSRA](#) - Financial Services Regulatory Authority of Ontario
- Quebec - AMF - Autorite Des Marches Financiers
- New Brunswick - GNB - Government of New Brunswick
- Nova Scotia - [SNSMR](#) - Service Nova Scotia and Municipal Relations
- Prince Edward Island - PEI - Government of PEI
- Newfoundland - [SNL](#) - Service Newfoundland Labrador

Other relevant legislation regarding the Personal Information Protection and Electronic Documents Act ([LINK](#)), Proceeds of Crime (Money Laundering) and Terrorism Financing Act ([LINK](#)), Interest Act ([LINK](#)), and Canadian Anti-Spam Legislation ([LINK](#)).

1.2.8 Anti-Discrimination and Freedom from Harassment and Violence

AKAL Mortgages is committed to maintaining a work environment that encourages respect for the dignity of each individual.

- At AKAL Mortgages, discrimination and/or harassment in any form, whether verbal, physical or environmental, which is directed toward a person's sex, race, age, marital status, disability, religion, national origin, sexual orientation, same-sex partnership status, or any other classification protected by law is prohibited.

- AKAL Mortgages believes in providing and maintaining a work environment in which all independent contractors are free from workplace harassment, sexual harassment, and discrimination. Such actions are not tolerated and, where possible, are to be redressed. This policy covers independent contractors, contractors, professionals, and agents of AKAL Mortgages, as well as non-employees doing business with AKAL Mortgages. It applies to conduct at AKAL Mortgages premises, and all conduct off AKAL Mortgages premises that affects an employee's work environment, or which could reasonably be associated with the workplace (e.g., social events).

1.2.9 Communication and Documentation Standards

Mortgage Professionals must, to the extent that we have the consent and right to personal information, communicate fully and honestly to our clients, lenders, or any other parties to a transaction. We will take reasonable steps to ensure the authenticity of all documentation that may accompany a mortgage application both before, and after a commitment is received, and will not knowingly misrepresent or fabricate the facts of any circumstance.

1.2.10 Fraud Avoidance

Our Mortgage Professionals will take all reasonable steps to ensure the credibility of the deal and the borrower before the deal is submitted to the lender, including using their best efforts to verify identities, and perform their due diligence to ensure that the information collected is accurate and truthful.

1.2.11 Lender Etiquette

Strong, ongoing relationships with our lender partners contribute greatly to the success of the brokerage. Wherever possible a mortgage deal should be submitted to one lender only.

- We are committed to working with our lender partners on training and education to better understand the products, terms, and conditions of each lender, and it is of utmost importance that we maintain cooperative and trusting relationships with our lenders' underwriters.
- We will ensure that private or alternative lending sources are of the highest caliber and reputation in the industry and are screened and approved in advance of providing mortgage services to a client.
- Any agent that is cut off by a lender must notify the Principal Broker immediately.

1.2.12 Product Knowledge and Training

Mortgage Professionals will maintain expert proficiency with the services and products available through the brokerage and will participate in product knowledge and sales seminars, professional development sessions, webinars and courses provided, including mortgage origination and document storage software services.

All brokers and agents, especially new to the industry, are expected to attend 'Orientation Training', 'Mortgage Boot Camp' to kick off their careers and then regular weekly team meetings and special training sessions that include market updates, deal(s) of the week, lender presentations, and sessions related to personal development etc.

1.2.13 Borrower Conduct

Mortgage Professionals should immediately terminate their relationship with a Borrower if:

- a) The Borrower instructs them to do anything that would contradict their duty as a Mortgage Professional
- b) The Borrower instructs the Mortgage Broker/Agent to do anything that contravenes provincial or federal legislation
- c) The Mortgage Broker/Agent becomes aware that the Borrower has knowingly provided false information during the course of the transaction designed to mislead the Mortgage Broker/Agent, Lender, or other party to the transaction.

1.2.14 Referrals Between Brokers

It is recommended that a Mortgage Professional refer a deal to another Mortgage Professional if it is in the best interest of the client for geographical or efficiency reasons. Compensation is a matter between the referring Mortgage Professional and the Mortgage Professional receiving the referral, which should be discussed and agreed upon before the referral is made. (Documenting the agreement is required to avoid any potential differences).

1.2.15 Respect for Referrals Sources

While there are no limitations on who may be used as a referral source, Mortgage Professionals are required to cease solicitation if it becomes apparent that a potential client has pre-existing relationship with another Mortgage Professional of the brokerage. If there is any doubt regarding a pre-existing relationship, consult the referral source.

1.2.16 Conflict of Interest

A Mortgage Agent/Broker shall not directly or indirectly be involved in any capacity whatsoever in the business of lending money on the security of mortgages on real property without the brokerage's consent. The Mortgage Professional shall not use their position, or any documentation, data or information acquired at or from the brokerage to the detriment of the brokerage, or in any way that may create a conflict between the interests of the brokerage and the interests of either the agent/broker or any person or entity associated with him or her.

1.2.17 Outside Business Activities

We will dedicate our activities as Mortgage Professionals on a fully invested basis.

- If activities outside those of our brokerage present themselves, or if you are engaged in a business activity that may compliment your mortgage business that is not the business of our brokerage (in particular, those that require separate licensing and are governed by distinct regulations and policies), you will consult and advise us in writing of those activities.
- All Mortgage Professionals shall ensure that (if permitted by the brokerage and are not in contravention of the law) that their outside business activities will not create a conflict of interest or client dispute with the activities of the brokerage and will ensure that there is no confusion as to the capacity they are acting when dealing with clients.
- Consumers shall be made aware that, even if by perception, that the brokerage is not involved in the outside business activity. Mortgage Professionals will not engage in activities that are detrimental our brokerage reputation.

1.2.18 Philosophy of Fees

Mortgage Professionals shall remain impartial to the personal compensation of a particular mortgage vis-à-vis the client's mortgage need. A fair and reasonable fee may be charged based on the degree of difficulty and effort in getting the deal approved and the availability of funds, taking into consideration current market conditions. The client must be in full agreement of any fee being charged, which shall be outlined clearly to them, including the reasoning and circumstance of the amount, the inclusion of the fee in the clients' cost of borrowing, and ensuring their acceptance is documented and signed in writing. We will not charge excessive fees to clients, nor will we charge fees for deals with lenders that prohibit the practice (typically 'A' deals).

1.2.19 Receipt of Fees

A mortgage broker or agent shall not receive, directly or indirectly, any fee or other remuneration for dealing or trading in mortgages from a person or entity other than the brokerage on whose behalf he or she is authorized to deal or trade in mortgages. In short, this means; a broker or agent can *only* be paid by AKAL Mortgages.

- All fees must be payable to AKAL Mortgages Inc. If any fees are collected directly by a broker or agent not payable to AKAL Mortgages, would be in direct contravention and in breach of AKAL Mortgages Policy and applicable provincial regulations.
- If any broker or agent is carrying on activities that contravene regulations and AKAL Mortgages policies, they will be in danger of having their license with their provincial licensing body revoked or suspended in addition to the termination of their contract with AKAL Mortgages.

1.2.20 Payment of Commissions

Commissions are paid based on the information supplied in BOSS when the file is Submitted to Corporate. The Professional will receive recognition for the gross commissions, mortgage volume and all other benefits that may arise. The Agent Name on the Invoice Checklist should match the name of the Professional who submits the file to the lender. Co-broke deals will be split and paid as per the invoice checklist. The Professional submitting the file will be recognized for the gross commission, volume and all other benefits that may arise. The co-broke portion will be taken as a percentage of the submitting Professional's portion, not as a portion of the total commissions received.

1.2.21 Deal Ownership

Recognizing agents may use a number of ways to submit their files to lenders, including using an internal centralized underwriting unit, like the Lender HUB, or through a submission agent, deal ownership must be recognized as the following:

- The agent/broker who initiates the application and obtains the customer's consent is considered the actual deal owner unless there's a written agreement registered with the file where the ownership is being assigned to someone else. At no time does this eliminate the responsibility of a submitting agent/broker to the lender, who will be considered the primary owner from the lender's perspective. Submitting agents/brokers are required to identify the identity of the agent/broker who will be paid on the file (i.e., initiated the application/deal owner etc.). This information needs to be included in the application notes submitted to the lender.
- As a best practice, don't submit files on behalf of any other agent(s). If you do, you must disclose it to the lender in writing in the application notes. Originating broker/agent has the full onus of the deal.

1.2.22 Trailer Fees

- The trailer fee is paid per Schedule A to a maximum split of 75/25 at the end of each calendar year to the agent/broker.
- If the agent/broker remains licensed in the mortgage brokerage industry, the fees will be paid directly to their Brokerage as per provincial regulatory policy and procedures. It is the agent/broker's responsibility to inform AKAL Mortgages of any changes in their brokerage, personal bank account information, etc. for the payment of the trailer fees.

1.2.23 Garnishment

Upon an order to garnish an agent's commissions, if a percentage is not stated, AKAL Mortgages will use a rate of 30%.

1.2.24 Guarantees

Under NO circumstances, an agent/broker or employee of the brokerage to state imply or infer any of the following regarding a mortgage transaction to any borrower, investor or lender.

- That any investment in a mortgage is guaranteed
- That any return, financial or otherwise, including but not limited to any periodic payment, of any investment in a mortgage is guaranteed
- That the performance of any investment in a mortgage is guaranteed
- That approval of a mortgage is guaranteed
- That there are no risks to an investor
- That there are no risks to a borrower
- That a mortgage will be renewed at the end of its term
- Anything that may imply or infer that there are any guarantees related to a mortgage

SECTION 2: ADVERTISING AND PUBLIC RELATIONS

2.1 TRUTH IN ADVERTISING

All advertising must be clear, truthful and in no way be misleading to the consumer. Advertising must meet the provincial advertising guidelines when soliciting for mortgages, follow our policies and procedures, will prominently include the brokerage, and will not offer services that are not a part of the services we provide. Advertising includes social media, websites, business cards, print materials, direct mail, email, and public signage. Advertising will be placed on socially acceptable and reputable platforms that do not tarnish our reputation.

2.2 ADVERTISING GUIDELINES

At AKAL Mortgages, we comply with the advertising policies of the provincial regulators while attempting to build our brand awareness with consumers. To support both objectives, we have instituted a policy in regard to advertising that will promote a higher level of professionalism, build consumer awareness as well as satisfy the various regulations throughout the country.

The Advertising Policy applies to all (but is not limited to) the following items:

Business cards	Letterhead	Notepads
Brochures	Signage	Flyers
Folders	Posters	Postcards
Newsletters	Direct Mail	Clothing
Print Media	Promotional	Websites, Apps & Social Media

2.2.1 Advertising Approval Process

All marketing materials **MUST** get approved prior to production or posting online. The Team Leader or the BDM or the Principal Broker or the Marketing Department are authorized to approve all marketing material. The only exceptions to this requirement are materials produced by Preferred Suppliers or previously approved designs being reproduced without change.

2.2.2 Company Information (Name and Logo)

AKAL Mortgages Inc. is the registered company (brokerage) name with FSRA under which all mortgage agents/brokers operate. Therefore, no other company name can be used in promoting mortgage services. In all advertising and/or communications, AKAL Mortgages should be referred to as AKAL Mortgages Inc., (legal name).

- All marketing materials related to mortgage brokering **MUST** clearly and prominently display the brokerage’s authorized name—AKAL Mortgages Inc. A logo instead of AKAL Mortgages Inc. is acceptable as well.
 - The logo must be used without changes or alterations. These must be reproduced at the proper resolution and format to ensure the quality of the image. NO OTHER LOGOS, including lender logos, can be included. Acceptable AKAL Mortgages logos are available at <https://akalmortgages.com/logos>.
- AKAL Mortgages is not responsible for the standards of other companies or industries and does not wish to create the appearance of an association between AKAL Mortgages and other entities. Combined advertising is not allowed.

- If operating a personal corporation, that corporation must be invisible to the public. Its name cannot be used in any advertising or marketing materials and is there for payroll purposes only. Agent/broker must always represent as an agent/broker of AKAL Mortgages.

2.2.3 License Information and Statement

Both, License Information and Statement, **MUST** be included and prominently displayed in all advertising.

- License Information: Lic# 10845
- Statement: Independently Owned & Operated

2.2.4 Contact Information (Name, Telephone and Office Address)

- Name: If marketing material includes the name of a broker or agent (there is an option to do marketing under brokerage name only), it **MUST** be as it is registered FSRA.
 - Both, Legal First Name and Legal Last Name are a MUST. Middle Name is optional.
 - In Ontario, the “Also Known As” Name (A.K.A), can be used instead of Legal First Name, *if registered with FSRA*. However, you MUST use your Legal Last Name along with A.K.A Name.
- Telephone: If a broker or agent provides telephone in any marketing material, use the telephone that is registered with both, FSRA and AKAL Mortgages. A toll-free answering service number provided to you can also be a great option to include in all marketing materials. AKAL Mortgages telephone is (416) 621-1300.
- Office Address: Follow article 2.2.10 (office locations) guidelines.

2.2.5 Team Names

Team names must begin or end with the word “Team”, “Group” or “.com”. The AKAL Mortgages logo must be displayed with the team’s name and must be at least the same size as the team’s name or larger. Team names must be approved by the Marketing department. Submit your request to marketing@AKALmortgages.com for consideration.

2.2.6 Titles & Designations

A title **MUST** be included with your name as it is registered with FSRA. **NO** other variations allowed such as Advisor, Specialist, Expert, Associate etc. Must include a reference to at least one of the following titles:

- Agent: “Mortgage Agent”, or “Agent”, or “Agent en hypothèques”
- Broker: “Mortgage Broker”, or “Broker”, or “Courtier en hypothèques”, or “Courtier”

2.2.7 Status, Tenure and Special Awards

Club Status Levels – Masters Club, Elite Club, President’s Club and Diamond Club can only be used for the years achieved. Length of Service, Broker of the Year, Pierre Fournier and Five Diamond Awards may also be used for the year earned

2.2.8 Outdoor Signs

All outdoor signage is subject to approval by the Marketing Department.

2.2.9 Office Locations

A broker or agent who operates an office (branch office) location, open to the public, must ensure that the premise is registered with the provincial regulator (FSRA) and advise the Principal Broker of the location and any changes to the location within 5 business days.

- A branch office, as defined in the regulations, is any place where the public is invited to attend to transact business.
 - A broker or an agent who does not work out of a specified office but invites the public into their home to do business must list their home address as a branch office.
 - A broker or an agent who does not invite the public into their home, but simply runs a home-based office, is not required to notify FSRA of a branch. However, that address may not be listed on any marketing materials.
 - When a branch office address is mentioned in any marketing material, it must be indicated as “Branch Office” and along with it, AKAL Mortgages office address MUST be provided as well indicating it as “Corporate Office”. AKAL Mortgages Office address is 202-120 Traders Blvd. E, Mississauga, ON L4Z 2H7.
- A broker or an agent who is operating an office location is not permitted to allow agents from other brokerages for meeting their customers from the subject branch office.
- A broker or an agent may not operate other business activities unless the customer has acknowledged that AKAL Mortgages is not affiliated with the other business activity. Onsite marketing must be clearly presented and approved by compliance@AKALmortgages.com.

2.3 ELECTRONIC COMMUNICATIONS

2.3.1 Websites

All agents receive their own AKAL Mortgages website upon registering with the company. Agents are advised to personalize their AKAL Mortgages website and use it as an effective marketing vehicle to communicate with their clients.

- Agents who decide to design their own websites must adhere to the advertising policies mentioned above as well as the following policies. These are meant to ensure agents are adhering to provincial regulations as well as ensure the consistency of the AKAL Mortgages brand.

- If the website is collecting client information in any way (i.e., register with us, ask me a question links etc.), there should be a privacy policy attached to the website that is available to clients for review.
- If the information collected is sensitive (such as SIN number), the website must be made secure, and security measures should be made available for review by clients.

For security reasons, the mortgage application must be your personal AKAL Mortgages mortgage application that is available on your personal website. To obtain the link to your personal mortgage application, please contact marketing@AKALmortgages.com.

2.3.2 Social Media

Social Media is constantly changing the way we connect. The social media policy was created in order to protect the reputation of AKAL Mortgages and its agents.

AKAL Mortgages will not tolerate discrimination including but not limited to (age, sex, race, color, religion, ethnicity, sexual orientation, gender identity, national origin, citizenship, disability, marital status, or any other legally-recognized protected basis under federal, provincial, or territorial regulations). We also will not tolerate any action that we determine may create adverse legal or regulatory impacts to AKAL Mortgages or damage our reputation.

The guidelines below are designed to provide helpful and practical advice in order to minimize any problems or misunderstandings when operating on the internet.

- Be honest when disclosing your identity. If you post about the mortgage industry, you must ensure full disclosure of AKAL Mortgages, AKAL Mortgages Office address, Broker License and Statement. Any of your online activity may be associated with your role at AKAL Mortgages, potentially impacting your professional reputation or the reputation of our organization.
- Use good judgement about what and how you share. Keep in mind that your posts can potentially tarnish reputations or infringe on the rights of someone else. Do not post information or rumors that you suspect or know to be false.
- Treat others with respect. Customers, lenders, colleagues, supervisors, suppliers, competitors, and others may have access to your posts. Offensive or inappropriate remarks are as out-of-place online as they are offline. Use the same set of standards as you do in the physical workplace.
- Private things are not private. Many times, things that you publish can be seen or found by others, despite privacy settings. Consider everything you post online as potentially discoverable by anyone. Do not publish, post, or release confidential material.
- Respect your audience. Don't use ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the workplace. You should also show proper consideration for others privacy and for topics that may be considered objectionable or inflammatory (like religion or politics). If you are in a virtual world behave accordingly. We all appreciate respect.
- You are personally responsible for the content you post. The internet never forgets. This means everything you publish will be visible to the world for a very, very long time. Common sense is a huge factor here. If you are about to publish something that makes you even the slightest bit uncomfortable, DON'T.
- Think about consequences. Ignoring these guidelines can have your relationship with AKAL Mortgages terminated. It may cost you your ability to get customers. Protect the brand, Protect yourself!

2.3.3 Email

This policy covers the appropriate use of any email sent from AKAL Mortgages or Mortgage Alliance or Your Own Domain Name email address and applies to all employees, agents/brokers/assistants/etc. operating on behalf of AKAL Mortgages.

Violation of this policy may result in suspension or termination of your account. You will also be held responsible for all actions performed through your account whether it be done by you or by others! If server security is compromised, the account holder is responsible for all violations of the Terms of Service and Acceptable Use Policy, including SPAM, and all disconnect and reconnect fees associated with violations.

- All use of email must be consistent with AKAL Mortgages policies and procedures of ethical conduct, safety, compliance with applicable laws and proper business practices.

You may not:

- Send Spam. By "spam," we mean the definition on the Spam Haus website. In short, spam is "unsolicited bulk email."
- Use any misleading or incorrect names, addresses, email addresses, subject lines, or other information on the Website or in any Emails created or sent using our Service.
- Share your password.
- Decipher, decompile, disassemble, or reverse engineer any of the software on our website, or in any way used or downloaded from the Website.
- Use any of the software on our website, or downloaded from the Website, to create a competing product.
- Send emails through AKAL Mortgages (or Mortgage Alliance) that will be delivered to recipients as text, SMS, or MMS messages.
- Use an outside unsubscribe process.
- Upload or send to purchased lists, rented lists, or third-party lists of any kind.
- Do not send:
 - i. Pornography or other sexually explicit Emails
 - ii. Emails offering to sell illegal goods or services
 - iii. Emails that violate CAN-SPAM Laws and CAS Legislation
 - iv. Marketing or commercial email without permission
- AKAL Mortgages (or Mortgage Alliance or Your Domain Name for Mortgages Business) email account should be used primarily for Mortgages business-related purposes; personal communication is permitted on a limited basis, but non-Mortgage related commercial uses are prohibited. Email should be retained only if it qualifies as an AKAL Mortgages business record and in accordance with any legal, fiscal or compliance requirements. Email is a business record if there exists a legitimate and ongoing business reason to preserve the information contained in the email. There can be no expectation of privacy in anything stored, sent, or received on the company's email system.
- Acceptable Email Types include either the mortgagealliance.com or akalmortgages.com email you have been provided or an email from a domain name you own (yourname@yourmortgagesite.com). You may use an email address from any internet service provider (Rogers, Bell, Shaw, Sympatico, Telus, etc.) for the purpose of forwarding or setting up a POP3 with your mortgagealliance.com, however, these should not be used in the promotion of your mortgage services. Unacceptable email types are any inappropriate/unprofessional email addresses is prohibited i.e., goodtime@hotmail.com or mailto:studmuffin@yahoo.com etc.

- No Free email accounts i.e., Hotmail, Gmail, Yahoo etc. allowed for marketing and advertising purposes.
- Users found to have violated this policy may be subject to disciplinary action and required to pay any costs and fees associated with their violation. These fees and costs can be in excess of \$1000. So please be forewarned.

2.3.4 Email Best Practices

Below are some steps you can take to avoid accidentally becoming a spammer or otherwise wreaking havoc on our system:

- When sending your first campaign to an out-of-date list, keep in mind some recipients won't remember you, and they may report you for spamming. Remind them who you are and how they got on your list in the first place.
- When importing from a CRM, break your list into separate segments or interest groups so you can send relevant content to your customers ("People I met at a trade show," "People who bought a certain product from us in the past" etc.). Carelessly mixing your contact lists and sending e-blasts could hurt more than help.
- Before importing a list into AKAL Mortgages from your CRM or another database, read and understand our permission rules. Remove any prospects or leads that do not wish to be contacted or otherwise meet the requirements in our Acceptable Use Policy. Even if you're sending email marketing to customers that consented to receive your Email, you're still required by law to allow them to opt out of your email marketing.

2.3.5 e-Signatures for Documents

Where permitted by federal and/or provincial legislation along with lender acceptance, AKAL Mortgages will accept documentation executed by electronic signatures. In order to be accepted, the e-Signature must include a validation certificate including details of the date signed, IP location, and customer emails. AKAL Mortgages will not accept any e-Signature documents where the file does not include validation.

SECTION 3: PRIVACY OF INFORMATION AND FILE RETENTION

3.1 SECURITY OBLIGATIONS

With the sensitivity of information handled in the mortgage industry, it is important that you are aware of your security obligations and do everything in your power to ensure you are upholding the security and privacy of your client's data.

- Your device may be vulnerable, and it's important that you take precautions in your use of technology. While we recommend speaking to a professional to ensure your setup is secure, here are some reminders of what you should be doing to ensure your data (and your client's privacy) is safe.
 - i. Use a reputable antivirus software package (for example MacAfee) and a reputable anti-spyware agent (sometimes part of an antivirus package or if using windows use Microsoft Defender) and ensure its kept up to date and active.
 - ii. Do not install any software other than what you need for business. Do not back up sensitive data to your device.
 - iii. Use firewalls for wireless hotspots or public/shared internet connections. Keep your software up to date (operating system, applications, and application suites).
 - iv. Be cautious with emails and trusts (and other outlook features) – don't open the email that seems odd, do not give out personal information or store it on your computer, turn on junk email protection, and use strong, non-easily guessed passwords in MortgageBOSS and change personal passwords a least every 6 months.
 - v. Use search engines and analyze results before clicking on a website, don't guess URLs as you may end up on an unwanted website, and do not install anything a website prompts you to install unless you know it is legitimate.
 - vi. If possible, avoid using unsecured wireless networks as this may leave your system vulnerable; if using or setting up your own wireless networks, don't use it as-is, set up a secured network. If you are not tech-savvy you should have a professional or a knowledgeable friend help set up your wireless network.

3.2 TECHNOLOGY REQUIREMENTS

MortgageBOSS software is an enterprise system that includes applications, CRM, automatic customer communications, document storage, payroll, and reporting. MortgageBOSS access is available via smartphone, tablet, Android, IOS, PC and MAC.

3.3 FILE COMPLETION

All closed/funded files must be submitted for audit within 60 days of closing and must include the appropriate creditor insurance forms to avoid possible lapses in coverage or legal claims. Please contact Team Leader, or Business Development Manager, or the Principal Broker with any audit questions you may have.

Any file where the deal did not fund, must still be uploaded to the MortgageBOSS deal within 30 days of the previously scheduled closing, including credit bureau authorization (which is required within 24 hrs. of processing) along with all other documents related to the deal including information provided by the customer.

3.4 INTELLECTUAL PROPERTY

All agents/brokers and employees acknowledge that all rights, title, and interest in and to the Services and the Software, together with its codes, sequences, derivative works, organization, structure, interfaces, any documentation, data, trade names, trademarks, or other related materials (collectively, the “AKAL Mortgages IP” and “Mortgage Alliance IP”), is, and at all times shall remain, the sole and exclusive property of AKAL Mortgages and Mortgage Alliance.

- AKAL Mortgages IP and the Mortgage Alliance IP contain trade secrets and proprietary information owned by AKAL Mortgages and Mortgage Alliance is protected by Canadian copyright laws (and other laws relating to intellectual property). Except the right to use the Services, as expressly provided herein, this Agreement does not grant to Agent any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered) or any other rights or licenses with respect to the Services or the Software.
- Brokers and agents shall not attempt, or directly or indirectly allow any Authorized User or other third parties to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, reverse compile, disassemble, reverse engineer, download, transmit or distribute all or any portion of the Services and/or Software in any form or media or by any means.

SECTION 4: HIRING AND TERMINATION PROCESS

4.1 AGENT/BROKER HIRING

The Broker Admin Team (Principal Broker, Business Development Managers) is responsible for the entire start-up process of agents joining AKAL Mortgages.

- The Team provides services to all agents across Ontario to ensure that our hiring practices are in accordance with legislative requirements and that consistency and compliance in the process are maintained.
- Any agent looking to be rehired (formerly licensed under AKAL Mortgages) or reactivation or transferring from any other mortgage brokerage, will have additional requirements to be considered.
- All agents joining AKAL Mortgages must be supported by the Principal Broker.

4.2 AGENT/BROKER TERMINATION

The Broker Admin Team (Principal Broker and Business Development Managers) looks after the termination process of the AKAL Mortgages Agents or Brokers.

- An agent can be terminated by their Business Development Manager. A Team Leader will request the approval of their Business Development Manager if they are requesting to have a Team Member terminated.
- Typically, in case of a termination by AKAL Mortgages, the agent is given a 30-day notice unless the reason for termination is fraud or severe breach of the AKAL Mortgages agreement and policies, in which case the termination is immediate.
- Terminated agent must ensure all documents are uploaded to BOSS, as per policy and ensure the outstanding balance is paid (Mortgage BOSS Balance Statement).
- Agents terminated for cause MUST be supported by Principal Broker.
- If the brokerage “believes” that an agent/broker is not suitable for licensing due to “individual is carrying on activities that contravene or will contravene the MBLAA 2006 or its Regulations”, then the brokerage must notify Superintendent about him/her. There is no requirement for a brokerage to have the proof.

SECTION 5: BUSINESS PROCESSES

5.1 TRUST ACCOUNTS

AKAL Mortgages does not maintain a Trust account.

Up-front fee (advance payments):

- If the principal amount of a mortgage is \$400,000 or less, agents/brokers are prohibited from collecting the up-front fee.
- If the principal amount is greater than \$400,000 for a residential/commercial/industrial property, AKAL Mortgages brokers/agents may arrange advance fees, with the approval of the Principal Broker.

5.2 PAYMENT OF FEES OR REMUNERATION TO ANOTHER BROKERAGE'S AGENTS/BROKERS

AKAL Mortgages does not pay directly to other Brokerages' Agents/Brokers any fees or other remuneration for dealing or trading in mortgages. Fees are to be paid directly to the brokerage only.

5.3 SYNDICATED MORTGAGES

AKAL Mortgages does not participate in Syndicated* Mortgages ([LINK](#)).

**Definition: When there is more than one lender under a mortgage or if there is more than one investor who makes an investment in a mortgage.*

5.4 COMPLAINTS

Upon receiving a written complaint, the issue will be logged into the Complaint Log Register. The complainant will be contacted to resolve the issue.

At no time will an agent or broker respond directly to a written complaint without the consent of the Principal Broker. Written complaints will immediately be forwarded to the Chief Complaints Officer at compliance@AKALmortgages.com. All responses will come directly from the Chief Complaints Officer.

SECTION 6: NON-COMPLIANCE

AKAL Mortgages reserves the right to impose Administrative Penalties for non-compliance of our Company Policy or Procedures, the fees may be in addition to any regulatory fee that may be applied. AKAL Mortgages further reserves the right to terminate an agent for breach of our policy and/or procedures guidelines, where it deems necessary.