



Borrower Disclosure & Consent

Acting for the lender

CAPLINK

the Mortgage Brokerage (we)

and

Borrower #1: _____

Borrower #2: _____

the Borrower(s) (you)

1. Services

- 1.1 We will collect your personal information to determine your identity and credit eligibility.
- 1.2 We will submit your financing application and other documentation to the lender.

2. Personal and confidential information

- 2.1 You give your consent to us to collect, maintain, use, and disclose your personal information for the purpose of this Agreement and for all uses consistent with arranging and/or renewing loans, mortgages or other financing.
- 2.2 You agree, we will collect your personal information from any person or source that has personal information about you. You authorize them to release your personal information to us.
- 2.3 You agree we can provide your personal information and financing application to each potential lender, insurer, insurance agent/broker or service provider, and they may receive this information maintain records relating to you, including your Social Insurance Number if you provide it.
- 2.4 You agree, each potential lender, and we can verify any information from any source for the purposes of this agreement and arranging and/or renewing loans, mortgages or other financing.
- 2.5 You agree we will retain your personal information for safe keeping in accordance with the *Real Estate Act of Alberta*, the *Personal Information Protection Act (PIPA)* and the *Personal Information Protection and Electronic Documents Act (PIPEDA)*, whether or not your financing is approved or funded. You agree, we may send the application and personal information to a corporate office of the brokerage and hold the information securely with access restricted to individuals having a need to deal with the information.
- 2.6 We will not:
 - a. give out any of your confidential information without your consent, unless required by law.
 - b. use confidential information we receive from you or that we get from performing under this agreement for any other purpose than those in this agreement unless you agree in writing.
- 2.7 Our duty to keep your information confidential continues after this agreement ends.
- 2.8 You understand the use of the information is to determine your credit eligibility.
- 2.9 You agree we may advise _____ about the progress of your application.
- 2.10 You agree we may add your name and contact information to our client lists at the end of the term of this service agreement to tell you about our services through electronic means.

I/we agree I/we do not agree

3. Our responsibilities

- 3.1 We will review your personal information and documents received to confirm your identity and your credit eligibility. If further verification is required, we will notify all parties to any contemplated transaction of any changes.
- 3.2 We may provide related financial services.
- 3.3 We will only represent the lender.
 - a) Our responsibilities to you are:
 - i. be honest;
 - ii. exercise reasonable care and skill
 - iii. gather your financial information
 - iv. provide information with respect to lender'(s) mortgage options
 - v. complete and submit documentation to the lender
 - vi. keep you informed of the progress of the transaction, and
 - vii. communicate information from the lender.
 - b) Our responsibilities to the lender are:
 - i. be honest
 - ii. exercise reasonable care and skill
 - iii. to represent the lender's best interests
 - iv. provide confidential advice
 - v. advocate on the lenders behalf
 - vi. disclose what steps we took to verify information and documentation as part of the application process

4. Your responsibilities:

- 4.1 Communicate and cooperate with us.
- 4.2 Be honest.
- 4.3 Give us personal and financial information and keep us updated on any changes.
- 4.4 Pay all applicable expenses for a credit report, appraisal, Alberta Registries report and courier charges for this purpose of this agreement whether or not you receive approval or funding. We will discuss these expenses with you.
- 4.5 Pay for any costs we incur to verify your personal information.

5. Credit Bureau Consent:

- 5.1 You authorize us to obtain credit report(s) from Equifax, TransUnion or Experian.

6. Our fee

- 6.1 We will receive our fee for this mortgage transaction from by the lender.
- 6.2 We may (will) also receive monies or non-monetary benefits from the lender that include:
 - Additional fees based on our volume of business with the lender. Our efficiency with the lender.
 - Because you are paying a higher rate than otherwise is available with this particular lender, Travel/gifts, Attendance at seminars or conferences, Equity shares with the lender.
 - Other:

SIGNED AND DATED

This _____ day of _____, 20_____.

Borrower #1

_____	_____
Print	Sign

Borrower #2

_____	_____
Print	Sign