



FSCO Licence Number: 12782

**POLICIES & PROCEDURES MANUAL
SECTION 2**

2016

Contents

SECTION 2	1
2.1 Human Resources Policies and Procedures	5
2.1.1 Hiring Policy Overview	5
2.1.2 Hiring Process.....	5
2.1.3 Employee/Contractor Setup	7
2.1.4 Errors & Omissions Insurance Coverage.....	7
2.1.5 HR Forms.....	7
2.1.6 Mandatory HR Posting	8
2.1.7 Rest & Meal Breaks	8
2.1.8 Statutory Holidays.....	9
2.1.9 Vacation Time	9
2.1.10 Paid Sick Time	9
2.1.11 Leaves of Absence under the Employment Standards Act, Ontario	10
2.1.12 Bereavement Leave	10
2.1.13 Employee Performance Reviews	10
2.1.14 Performance Improvement & Disciplinary Process.....	11
2.1.15 Assistant’s policy.....	11
2.1.16 Co-brokering	12
2.2 Privacy Policy	13
2.2.1 Overview	13
2.2.2 Introduction	13
2.2.3 The Ten Principles of Privacy	13
2.2.4 Information We Typically Collect.....	15
2.2.5 How Your Information Is Used.....	15
2.2.6 When Can We Disclose Your Personal Information?.....	16
2.2.7 With Whom We May Share Your Information	16
2.2.8 How We Safeguard Information	17
2.2.9 Accessing and Amending Your Information.....	17
2.2.10 Opting Out.....	17
2.2.11 Questions, Concerns and Complaints.....	18
2.3 Harassment /Non-discrimination Policy	19
2.3.1 Purpose	19
2.3.2 Definitions.....	19
2.3.3 Responding To Harassment	20
2.3.4 Reporting Process	20
2.3.5 Responsibility	21
2.4 Accessibility	22
2.4.1 Statement of Commitment.....	22
2.4.2 Training	22
2.4.3 Information & Communications	22

2.4.4 Employment..... 23

2.4.5 Design of Public Spaces..... 23

2.4.6 Modification to Other Policies 23

2.5 Accessible Customer Service..... 24

2.5.1 Communication..... 24

2.5.2 Mortgage Documents 24

2.5.3 Assistive Devices 24

2.5.4 Use of Service Animals and Support Persons 24

2.5.5 Notice of Temporary Disruption 25

2.5.6 Training 25

2.5.7 Feedback Process..... 26

2.5.8 Modifications to this or Other Policies 26

2.6 Email Usage Policy 27

2.6.1 Introduction 27

2.6.2 Legal and Reputational Risks 27

2.6.3 Legal Requirements 27

2.6.4 Best Practices 28

2.6.5 Encryption 28

2.6.6 Email Accounts..... 29

2.6.7 System Monitoring..... 29

2.6.8 Disclaimer..... 29

2.7 Complaints Policy..... 30

2.7.1 Introduction 30

2.7.2 Definition of Complaint..... 30

2.7.3 Complaints Officer 30

2.7.4 Registration of Complaint..... 30

2.7.5 Processing of Complaint 31

2.7.6 Response Process – Verbal Complaints 31

2.7.7 Response Process – Written Complaints 31

2.7.8 Documentation Requirements 32

2.8 Internet & Computer Usage Policy..... 33

2.8.1 Introduction 33

2.8.2 User Hardware Connectivity to Our Brokerage Systems..... 33

2.8.3 Anti-Virus Software Policy 33

2.8.4 User Responsibility..... 33

2.8.5 Best Practices 34

2.8.6 Authorized Use..... 34

2.8.7 Unauthorized Use 35

2.8.8 Downloading/Uploading Software Images 35

2.8.9 Blogging..... 36

2.8.10 Questions 37

2.8.11 Declaration..... 37

2.9	Policy on Workplace Violence	38
2.9.1	Introduction	38
2.9.2	Definitions	38
2.9.3	Policy	38
2.9.4	The Process	39
2.10	Health & Safety	40
2.10.1	Statement of Commitment	40
2.10.2	Roles & Responsibilities	40
2.10.3	Health & Safety Awareness Training	40
2.11	Office Co-operation and Professional Conduct	42
2.11.1	Introduction	42
2.11.2	Professional Courtesy	42
2.11.3	Examples of Professional Courtesy	42
2.12	Conflict Resolution	43
2.12.1	Introduction	43
2.12.2	Process	43
2.12.3	Arbitration	43
2.12.4	Arbitration Guidelines	43
2.13	Advertising Policy	44
2.13.1	Introduction	44
2.13.2	Definition of Promotional Materials	44
2.13.3	Setting up Personal Websites	44
2.13.4	Use of Authorized Names	44
2.13.5	Use of Title (Broker/Agent)	45
2.13.6	False, Misleading or Deceptive Information	45
2.13.7	Examples of False or Misleading Advertisements	46
2.13.8	Specific Rules for Specific Mortgage Types	46
2.13.9	Mandatory Brokerage Approval	47
2.14	Employment Separation	48
2.14.1	Voluntary Separation	48
2.14.2	Involuntary Separation	48
2.14.3	Cessation of Employment	49
2.15	Acknowledgement & Agreement	50

2.1 Human Resources Policies and Procedures

2.1.1 Hiring Policy Overview

Tribe Financial Group is an equal-opportunity employer, whose primary goal is to build a team of Mortgage Brokers/Agents to perform outside sales tasks, as well as a supporting team whose responsibilities will include all operational, payroll, audit, and compliance management elements of the business. This hiring policy applies to all Employees and Independent Contractors of Tribe Financial Group.

Outside Sales Staff form the majority of the individuals this policy will apply to. When hiring for these positions, our key goal is to determine the suitability of an individual to succeed in this commission-only environment. Several tangible and intangible factors come into play when determining the potential and eventual success of a Candidate. For this reason, we have developed a detailed set of core competencies that indicate potential, but this does not necessarily guarantee success. In the end, the decision to offer a contract to a Candidate is both an objective and subjective one, based on past sales success and achievements from an objective perspective, and based on what our Brokerage feels the probability of success is for a Candidate, from a subjective perspective.

Positions of a non-sales nature will be filled from qualified applicants who possess the skill set required for the successful completion of the duties associated with the position as outlined in the job description.

2.1.2 Hiring Process

Hiring of all Employees and Independent Contractors will be done using the following process:

- 1) If someone other than the Principal Broker is attempting to hire the individual (e.g. for their sales “team”, etc.), initial discussions and meetings are permitted between the Mortgage Broker/Agent and the Candidate. However, once a Mortgage Broker/Agent contracted and authorized by our Brokerage determines they have found a suitable Candidate for their needs, said Candidate will be introduced to the Principal Broker, and the remainder of this process will apply.
- 2) All Candidates must:
 - a. Complete the Application, which they must sign;
 - b. Provide a copy of their resume with their Application;
 - c. Provide one piece of photo identification (to be photocopied);
 - d. Provide at least two references, one of which may be personal, but one of which *must* be a previous Employer or Co-worker who has knowledge of their prior business conduct.

- 3) All Candidates will be provided with a complete job description for the position for which they are being considered. Should they be hired/contracted, a copy of the job description signed by the Candidate will be placed in their file as per the HR File Checklist.
- 4) Candidates hired as staff will be given a copy of the Employment Standards Act poster as per Employment Standards Act legislation (see section 2.1.6 below).
- 5) Following Tribe Financial Group’s review of the application and other documentation provided by the Candidate, our Brokerage will arrange an interview either in-person or (where required) via telephone or web conference. Any Candidates that do not meet our employment requirements for any reason whatsoever will remain classified as Applicants. Applicants may only apply once every six months for Candidate status.
- 6) Following the interview, and at the discretion of the Principal Broker, the Candidate’s status will be changed to “Investigate,” and the background check process will commence. This process must include:
 - a. Verification of any Letters of Reference provided;
 - b. Documented contact with any references provided;
 - c. Request and receipt of a Credit Bureau for the Candidate from a Credit Reporting Agency (Equifax, TransUnion, etc.);
 - d. Verification of the identity of the Candidate.
- 7) If investigation of the Candidate’s background proves that they are suitable to be licensed as a Mortgage Broker or Mortgage Agent under the *MBLAA, 2006*, Tribe Financial Group will make a conditional offer of employment/contract to the Candidate. The conditional aspect of the offer will depend on the Candidate agreeing to acknowledge our Brokerage’s Code of Ethics and Policies and Procedures in writing, and any other condition that should be met before the Candidate may consider themselves an Employee/Independent Contractor, including the results of the criminal background check performed by FSCO on every Applicant for a Mortgage Agent or Mortgage Broker licence.
- 8) Following an acceptance of an offer of Employment/Independent Contractor Agreement, all new Employees/Independent Contractors will be given a start date, and will be provided a copy of these Policies and Procedures. All required forms must be signed and system setups be completed BEFORE actual work is performed or any applications submitted to Lenders. Tribe Financial Group will confirm through FSCO that the Candidate is no longer employed by the previous Employer/Brokerage.
- 9) Employees will be subject to a probationary period for the first three months of employment. The purpose of this probationary period is to provide a reasonable opportunity for assessment of the Employee’s level of skill and knowledge relative to

the requirements and responsibilities of the job and to assess the overall compatibility. It is also an opportunity for the Employee to determine overall suitability of the job for him/herself.

During the probationary period, the Employee’s performance will be evaluated and formally documented. Toward the end of the probationary period, a formal evaluation and review will be carried out with the purpose of recommending:

1. Continued employment with no restrictions;
2. Extension of the probationary period with reasons documented; or
3. Termination of employment.

2.1.3 Employee/Contractor Setup

Once a contract offer is accepted by a new Mortgage Broker/Agent, the following setup items will be arranged by/co-ordinated by our Brokerage’s Administration Staff:

1. **Application System Setup** – We will order, then provide you with any codes required in order to access our mortgage application system.
2. **FSCO Licence Application/Transfer** – We will arrange to contact your previous Brokerage (if applicable) as per FSCO regulations, and will transfer your licence on the day you are scheduled to start with us. We will co-ordinate this with you directly so you are kept informed throughout the process.
3. **Orientation Process** – There are a number of other forms, etc. that you will need to review (including this manual) prior to commencing work for Tribe Financial Group. This will be done prior to your start date, and will be arranged by the Principal Broker.

2.1.4 Errors & Omissions Insurance Coverage

Tribe Financial Group will arrange errors and omissions coverage for you under our master policy as per FSCO Regulation (O. Reg. 408/07 s. 1, 2 & 3). This coverage is vitally important to you. Your cost of this insurance will be invoiced to you annually by the Brokerage. Tribe Financial Group will provide you with a copy of the master Insurance Policy after payment is made.

2.1.5 HR Forms

A copy of all forms currently used for hiring will be included with the Manual. Should these forms be amended at any time in the future, you will be sent a new copy of the form to place in this binder, replacing the old one. In this manner, you can ensure the information in this binder is always current. Forms related to hiring include:

- Employee Application Form
- Applicant Evaluation Form (Interview)

- Reference Check Form

2.1.6 Mandatory HR Posting

The Ministry of Labour requires all employers to post the following posters or legislative documents in a conspicuous place at the workplace for all employees to see (e.g. lunch room or staff rest area). This is a mandatory requirement for all employers.

1. The Employment Standards Act Poster (V. 6.0) - This poster can be found on the Ministry of Labour website and needs to be printed on legal-size paper (<http://www.labour.gov.on.ca/english/es/pubs/poster.php>). This poster should also be given to all new employees.
2. Health & Safety at Work: Prevention Starts Here - A free copy of this poster can be found at http://www.labour.gov.on.ca/english/hs/pubs/poster_prevention.php#download.
3. Occupational Health & Safety Act - Employers are required to post a copy of the Occupational Health & Safety Act. A small green book containing the OHS Act may be purchased from the following website: <https://www.publications.serviceontario.ca/pubont/servlet/ecom/SearchServlet?reqCode=prodView&iN=111987&JavaScript=y>.
4. Tribe Financial Group Health & Safety Policy - Employers are required to post their own Health & Safety Policy which can be found in this Manual. Workplaces of 20 or more employees, a Joint Health & Safety Committee must be established and the names of committee members need to be posted.
5. Tribe Financial Group Workplace Violence Policy - Employers are required to post their own policy on Workplace Violence which can be found in this Manual.
6. Tribe Financial Group Workplace Harassment & Discrimination Policy - Employers are required to post their own policy on Workplace Harassment & Discrimination which can be found in this Manual.

2.1.7 Rest & Meal Breaks

In accordance with the Employment Standards Act, Ontario, all Employees must take a minimum of a thirty-minute rest/meal break no later than after five (5) consecutive working hours.

**This does not apply to Independent Contractors*

2.1.8 Statutory Holidays

Tribe Financial Group observes the following statutory holidays for which Employees are paid:

- New Year's Day
- Good Friday
- Family Day
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

Statutory holidays that follow on a Saturday or Sunday will be observed on a day specified by Tribe Financial Group.

**This does not apply to Independent Contractors*

2.1.9 Vacation Time

Employees will receive ___ paid vacation days as per their employment agreement with Tribe Financial Group.

Vacation time requires the immediate supervisor/manager's approval and should be requested four (4) weeks in advance where possible.

**This does not apply to Independent Contractors*

2.1.10 Paid Sick Time

Employees will receive ___ paid sick days as per their employment agreement with Tribe Financial Group.

The Employee should notify their supervisor/manager at least 1 hour prior to the start of their work day if a sick day will be taken.

Should an Employee require more than 3 consecutive sick days, it is necessary that a medical note be provided to their supervisor/manager by the end of the third day. An Employee has a legal right to privacy and confidentiality; therefore there is not legal requirement for a diagnosis to be reported.

**This does not apply to Independent Contractors*

2.1.11 Leaves of Absence under the Employment Standards Act, Ontario

Tribe Financial Group grants Employees leaves of absence in accordance with the Employment Standards Act, Ontario (ESA). Under the ESA, Employees have the right to take time off of work, without pay, for various reasons. Employees continue to accrue seniority during these leaves. These leaves of absence are job-protected provided the eligibility documentation is provided in accordance with the ESA. For more information, please visit the Ministry of Labour website.

Leaves of absence under the ESA include:

- Pregnancy Leave
- Parental Leave
- Personal Emergency Leave
- Family Medical Leave
- Family Caregiver Leave
- Critically Ill Child Leave
- Crime-related Child Death or Disappearance Leave
- Reservist Leave

**This does not apply to Independent Contractors*

2.1.12 Bereavement Leave

Tribe Financial Group grants a maximum of ___ days of paid leave in the event of a death of an Employee's immediate family member (spouse, common-law partner, parent, step-parent, child, step-child, sibling, grandparent, mother-in-law, father-in-law, sister-in-law, or brother-in-law).

Tribe Financial Group grants a maximum of ___ day(s) of paid leave in the event of the death of another family member of the Employee (aunt, uncle, cousin, or other close loved one that is like family).

**This does not apply to Independent Contractors*

2.1.13 Employee Performance Reviews

Performance reviews shall be completed towards the end of the probationary period and subsequently around the employment anniversary date. A review meeting will be held between the Employee and his/her manager/supervisor.

Meetings regarding performance and goals between Tribe Financial Group and Independent Contractors may be completed at Tribe Financial Group's discretion.

The intent of a performance review is to document the Employee’s performance and determine goals for the following year. The Employee shall have the opportunity to participate in goal-setting and to provide comment to the review.

The Employee and manager/supervisor shall both sign the review form which will then be kept in the confidential personnel file.

2.1.14 Performance Improvement & Disciplinary Process

It is the policy of Tribe Financial Group that Employees and Independent Contractors are expected to fulfill their identified responsibilities and duties.

Management staff within the Brokerage may use performance improvement plans and/or corrective actions to support Employees not meeting their job expectations and/or not complying with policies and practices as set out in the Manual and by Tribe Financial Group.

The goal of the Performance Improvement Plan or Corrective Action is to clearly identify the issue(s) and formulate a plan to facilitate improvements in job performance and/or policy compliance.

Corrective actions include verbal and written warnings. Written warnings may be given for more serious issues or as a consequence to not meeting expectations stipulated at a verbal warning stage. Warnings, both verbal and written, are documented and accompanied by a Performance Improvement Plan form. The forms shall indicate a reasonable opportunity to correct the issue in a prescribed period of time. These documents will be provided to the Employee and a copy will be kept in the confidential personnel file.

Consequences related to failure of meeting performance requirements in the prescribed period of time will be noted on the corrective action. A final written warning may be given to highlight the seriousness of the issue and the immediate need to improve performance. A final written warning will note that failure to meet the requirement(s) in the defined time period will result in dismissal. The Principal Broker must approve, in advance, of a final written warning and must be present at the meeting where the final written warning is given.

There is no pre-set number of warnings required before a decision to terminate employment can be made. This would depend on the nature and severity of the specific problem under discussion. The decision to terminate employment will be approved by the Principal Broker.

2.1.15 Assistant’s policy

An Assistant can be an invaluable resource to a Mortgage Broker/Agent; helping you become more efficient, close more mortgage transactions, and earn a greater income. However, there are specific “Do’s” and “Don’ts” when it comes to Mortgage Assistants – especially under the

new regulatory framework. We have created this policy to help you find the right Assistant, and ensure the individual operates within the law and does not jeopardize your business.

1. **Duties** - It is imperative that the duties of the Mortgage Assistant stay specifically within the range of clerical, time management, and administrative tasks. Under no circumstances can a Mortgage Assistant take applications, answer questions about different mortgage products and services, or in any other way be seen to be either dealing or trading in mortgages. These questions all have to be directed by the Assistant back to the Mortgage Broker/Agent.
2. **Approval of Principal Broker** - It is the policy of Tribe Financial Group that all unlicensed Mortgage Assistants be approved by the Principal Broker of the firm. This means that a full application should be taken from the individual in question, and provided to the Principal Broker along with a copy of the applicant's resume, etc. This allows Tribe Financial Group's head office to create a file on this individual, showing that we have exercised proper due diligence to ensure this individual is suitable, poses no reasonable fraud risk, and will maintain the confidentiality and security of client information.
3. **Remuneration** - Any unlicensed Mortgage Assistants hired by Mortgage Brokers/Agents within our firm are hired directly by the Mortgage Broker/Agent themselves. Therefore, remuneration is the sole responsibility of the Mortgage Broker/Agent who hired the individual. Any licensed Mortgage Assistants are, by definition, Mortgage Agents and must be registered under this Brokerage. Any remuneration due to this Mortgage Assistant as a result of their own personal origination of mortgage business will be the responsibility of this brokerage; any remuneration for Mortgage Assistant duties will be the full responsibility of the Mortgage Broker/Agent who hired the individual.
4. **Contracts** - When the new Mortgage Assistant has accepted the position, be sure to create and have your new hire sign an employment contract. This protects you and your database and clearly outlines the contractual obligations of each party involved. This Assistant will be your full responsibility so make sure you include everything in the contract that you need in order to manage your business properly. Once you have completed a draft of the contract, submit it to the Principal Broker for review and approval.

2.1.16 Co-brokering

A Broker or Agent (or approved personal service corporation) contracted to Tribe Financial Group may not receive remuneration from any other person or entity when dealing in the arranging or sale of mortgages. Failure to comply with this FSCO Regulation (O. Reg 187/08 s. 4) and brokerage rule will be grounds for immediate dismissal which may also lead to possible litigation and cancellation of your broker/agent license.

EFFECTIVE RECRUITING

Hiring decisions are tough, and this is why having a robust recruitment strategy in place is important and vital to your brokerage's success. Here are a few tips to consider:

- 1. Identify and Develop Your Top Performers** - The most ideal way to fill open positions is to be proactive and avoid them from being empty in the first place. Identify the top performers at your brokerage and create development/succession plans to keep those employees engaged and retain them within the company.
- 2. Establish a Company-Wide Referral Program** - This is an excellent way of encouraging your employees to participate in the hiring process and referring quality candidates. By offering a 'referral bonus' you are not only utilizing a cost-effective sourcing strategy, you are also rewarding current employees while also attracting top quality candidates. Often the best hires come through internal referrals, so this is definitely a win-win strategy.
- 3. Create an Enticing Job Posting** - Be sure that your job description and job title are written to appeal directly to your ideal candidate(s). To attract the right fit, be honest about the role, provide sufficient information about what the job will entail and be sure to include what the expectations of the successful incumbent will be.
- 4. Multi-Source Hiring Campaigns** - Use as many different sourcing channels as you can to identify potential hires. Referrals, LinkedIn, job sites, and colleges/universities are some of the channels you can use. The broader the exposure, the more qualified applicants you will find.
- 5. Teach Your Interview Teams to be Highly Effective** - Your interview team should know *what to look for in a prospective hire, what questions to ask and how to conduct a thorough, fair, legally compliant and consistent interview process*. The interview is not only your opportunity to assess the candidate, but the candidate will be assessing your brokerage as well – they should walk away from the interview really wanting to work for you.
- 6. Professional References** - Conducting a thorough reference check helps employers to confirm information provided on a candidate's resume or during the interview process. They may also provide further insight into the candidate's skills, knowledge and abilities from someone who has actually observed the candidate perform. Spending just a few extra few minutes to conduct the professional reference check may help to avoid a poor hiring decision, and ultimately save you more time and money in the long run.

Found a great candidate? Take these further steps to be sure of your choice. FSCO places the responsibility for the qualification and suitability of any agent/broker employed by a mortgage brokerage as a responsibility of the Broker of Record. Things to check include:

- Criminal Background checks
- Newspaper checks
- Bankruptcy checks
- Google checks

Are there any unexplained gaps in their employment history? Have you done a credit bureau report and is it suitable? Does your new hire have "issues"? If they aren't doing any mortgage business, how are they paying their bills? Is there a temptation to commit fraud?

FSCO only does a CPIC (criminal background check) when an agent/broker changes status. You may choose to have all new hires provide original CPIC checks. Given the nature of our business, with access to sensitive and personal financial information, you may choose to err on the side of protecting your business by eliminating risky hires.

2.2 Privacy Policy

2.2.1 Overview

At Tribe Financial Group, we respect the privacy of our Mortgage Brokers/Agents and we are committed to keeping your personal information accurate, confidential, secure and private. We have adopted the following Privacy Policy to ensure that we continue to meet our commitment to your privacy.

2.2.2 Introduction

We provide a variety of products and services to the public, including, but not limited to Mortgage Financing Services, Lease Financing Services, and Mortgage Life Insurance Services.

In the course of complying with the various financial regulations that apply to mortgage Brokering, we are required to collect, with your consent, certain personal information about you. **“Personal Information”** means information about an identifiable individual Broker/Agent. This may include, without limitation, your name, home address, email address, age, gender, income, personal preferences, and other information about you or your family.

Our Privacy Policy is based on, and complies with, Canada’s *Personal Information Protection and Electronic Documents Act* (“PIPEDA”), which includes the Ten Privacy Principles outlined in the Canadian Standards Association Model Code for the *Protection of Personal Privacy*. For more information about this legislation, you can visit the official website of the Privacy Commission of Canada at <http://www.privcom.gc.ca>. Adherence to this policy is required of all contractors and Employees.

The Privacy Policy describes the ten principles that we follow to ensure that we protect your personal information when we collect, use or disclose it in the course of carrying on commercial activities in Canada. Any Employee or Contractor of Tribe Financial Group who may have a need to access to your personal information must be knowledgeable of this Privacy Policy and adhere to the Privacy Policy and related procedures. To this end, we have appointed a Privacy Officer (the Principal Broker of our Brokerage) to ensure compliance by all.

2.2.3 The Ten Principles of Privacy

The following Ten Principles govern our actions as they relate to the use of your personal information:

- Principle 1 - Accountability
- Principle 2 - Identifying Purposes
- Principle 3 - Consent
- Principle 4 - Limiting Collection

- Principle 5 - Limiting Use, Disclosure and Retention
- Principle 6 - Accuracy
- Principle 7 - Safeguarding Personal Information
- Principle 8 - Openness
- Principle 9 - Accessing and Amending Your Information
- Principle 10 - Addressing Mortgage Expert Complaints

Principle 1 – Accountability

We are accountable for all personal information in our possession or custody, including personal information disclosed to third parties for purposes of providing services requested by you.

Principle 2 – Identifying Purposes

We will inform you of the purposes for which we are collecting any personal information, either before, or at the time the information is collected.

Principle 3 – Consent

We will obtain consent from you before or when we collect, use or disclose your personal information.

Principle 4 – Limiting Collection

The information collected will be limited to those details necessary for the purposes we have identified that relate to managing our relationship with you. Information will be collected by fair and lawful means.

Principle 5 – Limiting Use, Disclosure and Retention

Personal information will only be used or disclosed for the purpose for which it was collected unless you have otherwise consented, or when it is required or permitted by law.

In certain exceptional circumstances, we may have a legal duty or right to disclose personal information without your knowledge or consent with respect to matters that concern the company’s or the public’s interest.

Principle 6 – Accuracy

We will keep personal information as accurate, complete and current as necessary to fulfill the identified purposes for which it was collected. You may have this information amended where it is found to be inaccurate or incomplete.

Principle 7 – Safeguarding Personal Information

Personal information is safeguarded using measures appropriate to the sensitivity of the information. All personal records will be securely safeguarded to protect against theft and/or falsification of the information.

Principle 8 – Openness

We will make information available to you about the Policies and Procedures we use to manage personal information.

Principle 9 – Individual Access – Accessing and Amending Information

Upon written request, you will be informed of the existence, use and disclosure of your personal information, and will be given access to it. We will respond to such requests as efficiently as possible. If we are prohibited from providing such access, we will explain the reasons for the lack of access, except where prohibited by law.

Principle 10 – Addressing Complaints and Suggestions

You may challenge Tribe Financial Group compliance with the Privacy Policy. We have policies and procedures to receive, investigate and respond to your complaints and questions. You may also contact our Privacy Officer to express any concerns or to request access to your personal information. The contact information for this individual is provided below.

Name: _____

Email: _____

Tel: _____

2.2.4 Information We Typically Collect

The information we typically require includes:

- | | |
|----------------------------|------------------------------------|
| 1. Name | 6. Date of Birth |
| 2. Address | 7. Banking Information |
| 3. Phone number(s) | 8. Personal Work History |
| 4. E-mail | 9. Personal Background Information |
| 5. Social Insurance Number | 10. Educational Background |

Additional information may be required from you for the purposes of your employment contract, independent contractor agreement, or to allow us to comply with the *MBLAA, 2006* or other laws and regulations. You will be notified of what information is required and why we require it at the time it is requested.

2.2.5 How Your Information Is Used

At Tribe Financial Group we use personal information for three general purposes:

1. To provide service or benefit providers the necessary information so they can accurately and cost effectively provide these services or benefits to you;
2. To assist you in facilitating your business as a Mortgage Broker/Agent;
3. To develop and manage our professional relationship with you.

We will only use personal information for the purposes that we have disclosed to you. If we wish to use your information for a different purpose, we will notify you and ask for your consent in advance.

2.2.6 When Can We Disclose Your Personal Information?

We are obligated to keep your personal information confidential *except under the following circumstances:*

(i) When Authorized by You

Many of the services offered by us require us to obtain personal information. We will use this information to tailor programs to meet your needs and objectives. We will always obtain consent from you first, and we will never use the information for purposes other than those we have told you. You may also withdraw your consent at any time, subject to any legal implications (which we will inform you about).

(ii) When Required by Law

In some cases, such as under a court order, we may be required to disclose certain information to persons specified in the court order. We will only provide the specific information requested and only upon being satisfied that the authorities have legitimate grounds to request the information.

(iii) When Permitted by Law

The legislation has provided certain situations where we are legally permitted to disclose personal information without your consent. Examples include situations involving the collection of debt in arrears, medical emergencies, or suspicion of illegal activities.

2.2.7 With Whom We May Share Your Information

(i) Employees

In the course of daily operations, access to sensitive personal information is limited to those Employees or Contractors with our Brokerage that have a legitimate reason for accessing it. As a condition of their employment, our Employees are required to follow all applicable laws and regulations, including this Privacy Policy.

Unauthorized use or disclosure of confidential Client or Contractor information by one of our Employees is prohibited, and will result in disciplinary measures against the Employee who disclosed the information in an unauthorized manner.

(ii) Affiliates

In order to better meet your needs, we may share some of your personal information with our affiliated companies. We will only do this with your express consent and you may withdraw this consent at any time. The procedure for withdrawing consent is outlined below under the section "Opting Out".

(iii) Third Party Suppliers

As you know, we engage and coordinate third party suppliers (Lenders) to provide you with services offered through this Brokerage.

Such suppliers are only given the information that is needed to communicate with you directly about their products and services. Suppliers are contractually bound to protect the confidentiality of your personal information, and they are prohibited from doing anything with this information that we have not authorized them to do. They are required to treat your personal information in a manner consistent with our Privacy Policy.

(iv) Sale of Business

We may transfer your personally identifiable information to a third party in connection with a sale, merger or other disposition (whether of assets, stock or otherwise) of our business.

2.2.8 How We Safeguard Information

Tribe Financial Group has extensive controls in place to maintain the security of its information and information systems. Personnel files are stored according to the sensitivity of the information contained therein. Appropriate controls (such as restricted access) exist on our computer systems and form part of our data processing procedures. Physical access to areas where your personal information is gathered, processed or stored is secured and limited to authorized Employees.

2.2.9 Accessing and Amending Your Information

You have the right to access the personal information we keep in your file and you have the right to verify or amend the information if it is shown to be inaccurate. If you would like to view the personal information held in your file, please make a written request to the Privacy Officer at the address listed below. We will respond to your request as quickly as possible.

To make a change to your personal information, please make a similar request in writing to the Privacy Officer.

Name: _____

Email: _____

Tel: _____

2.2.10 Opting Out

In order to assist you in dealing with third party service providers, we may, with your consent, share your personal information with these and other affiliated companies. Should you not

want relevant personal information shared with these companies, please contact the Privacy Officer directly.

2.2.11 Questions, Concerns and Complaints

If you have any questions, concerns, or complaints about your personal information, or about our Privacy Policy, please contact our Privacy Officer. Their contact information is available from the Principal Broker of our firm.

2.3 Harassment /Non-discrimination Policy

2.3.1 Purpose

Tribe Financial Group is committed to providing its Employees and Independent Contractors with a safe work environment, which at all times is supportive of the dignity and self-esteem of the individual and which is free of harassment and discrimination of any kind. Tribe Financial Group considers harassment from all sources, including Clients and third parties that enter the workplace.

Achieving this safe environment depends on mutual respect, co-operation, and understanding between people. Attitudes and behaviours that undermine this are detrimental to all and will not be tolerated.

This policy applies to all Employees and Independent Contractors affiliated with Tribe Financial Group. This policy also applies to any Independent Contractor, Mortgage Broker/Agent or Employee who is granted access to the workplace.

2.3.2 Definitions

“Harassment” as defined by the Ontario Human Rights Code, means “a course of comments or actions that are known, or ought reasonable to be known, to be unwelcome. It can involve words or actions that are known or should be known to be offensive, embarrassing, humiliating, demeaning or unwelcome, based on a ground of discrimination.”

“Discrimination” as defined by the Ontario Human Rights Code (*Code*), is “any form of unequal treatment based on a *Code* ground that results in disadvantage, whether imposing extra burdens or denying benefits. It may be intentional or unintentional. It may involve direct actions that are discriminatory on their face, or it may involve rules, practices or procedures that appear neutral, but have the effect of disadvantaging certain groups of people. It may be obvious, or it may occur in very subtle ways. Discrimination needs only to be one factor among many factors in a decision or action for a finding of discrimination to be made.”

Code grounds include age, race, gender, sexual orientation, skin color, religion, place of origin, ancestry, marital or family status, political belief, physical or mental disability, or criminal conviction.

“Sexual harassment” as defined by the Ontario Human Rights Code, is “unwelcome sexual contact and remarks, leering, inappropriate staring, unwelcome demands for dates, requests for sexual favours, spreading sexual rumours (including on-line) and displays of sexually offensive pictures or graffiti. The comments or conduct do not have to be sexual in nature. Someone may tease or bother you because of gender-based ideas about how men or women “should” look, dress or behave.”

“**Workplace**” is defined broadly and includes, but is not limited to, the actual work site (the office), sites outside of the office, and at office-related social functions.

Behaviour which can constitute harassment or discrimination includes, but is not limited to, the following:

- Inappropriate comments/jokes causing embarrassment;
- Insulting jokes, or slurs;
- Unwelcome touching, leering or staring;
- Inappropriate remarks about a person’s physical appearance;
- Comments about an individual’s sex life;
- Unnecessary physical contact;
- Demands or suggestions for sexual favours;
- Compromising invitations, propositions;
- Reprisal or threats of reprisal to any Employee for rejecting any of the above behaviour;
- Repeated offensive sexual flirtation, advances, or propositions;
- The display of or circulation of any inappropriate material or pictures in any format, either written, printed, or in any electronic form, via email, or stored on Brokerage computer equipment or the Internet.

2.3.3 Responding To Harassment

If you object to what you think is inappropriate behaviour and feel you can handle this directly, here are some suggestions. In calm and firm tone of voice, confront the individual with words of similar meaning to the following:

1. “Please stop” or “Stop immediately”
2. “I don’t feel this is appropriate or professional behaviour”
3. “I don’t appreciate hearing your comments and remarks”
4. “I find the material that you have displayed offensive”

2.3.4 Reporting Process

If you feel you have been victim to workplace harassment or discrimination, please notify the Principal Broker or General Manager immediately.

If, in good faith, a worker witnesses or believes that another worker has been subject to workplace harassment or discrimination, the worker is required to report all of the facts of the incident immediately to the Principal Broker or General Manager.

Complaints and witness statements must be made in writing and submitted to the Principal Broker or General Manager. All discussion of, or reports regarding, workplace harassment or violence will be treated in the strictest of confidence.

Management will investigate and deal with all concerns, complaints, or incidents of workplace harassment and discrimination in a fair and timely manner while respecting workers' privacy as much as possible, subject to the Brokerage's obligation to conduct a thorough investigation.

2.3.5 Responsibility

It is the responsibility of each person to ensure that these prohibited activities do not occur. Workplace harassment or discrimination is unpleasant and intimidating. It is essential that all Employees take the necessary steps to stop harassment or discrimination.

Managers are responsible for providing a harassment-free and discrimination-free work environment and, upon becoming aware that some form of harassment is occurring, for taking prompt, corrective action even if no formal complaint is made.

This policy is not intended to limit or constrain the reasonable exercise of management functions in the workplace including performance management and disciplinary measures.

2.4 Accessibility

2.4.1 Statement of Commitment

Tribe Financial Group is committed to treating all people in a way that respects, and allows them to maintain, their dignity and independence. We are committed to meeting the needs of our Clients with disabilities in a timely manner, and will do so by preventing and removing barriers to accessibility and meeting accessibility requirements under the Accessibility for Ontarians with Disabilities Act.

Our Clients with disabilities will have the same opportunity as others to benefit from the way Tribe Financial Group provides products and service.

2.4.2 Training

Tribe Financial Group is committed to training all staff, Brokers, and Agents on Ontario's accessibility laws and on accessibility aspects of the Ontario Human Rights Code that apply to persons with disabilities.

Training can be completed online at no cost. After completion of the training, all staff, Brokers, and Agents are required to complete the "Agreement & Acknowledgement" form, included with this Manual. The Agreement & Acknowledgement Form needs to be kept in the personnel file.

1. Training regarding the different standards of the AODA: <http://www.accessforward.ca/>
2. Training regarding the AODA and the Human Rights Code as it applies to persons with disabilities:
<http://www.ohrc.on.ca/en/learning/working-together-code-and-aoda>

2.4.3 Information & Communications

Tribe Financial Group is committed to meeting the communication needs of people with disabilities. When asked, we will provide information and communication materials in accessible formats or with communication supports. This includes publicly available information about our products and services, as well as any publicly available office emergency and safety information.

Tribe Financial Group will ensure any existing feedback processes, including the Client Complaint process, are accessible to people with disabilities upon request; this includes Clients and staff.

Accessible formats shall take into account the disability and may include printing material in a large font size, reading information aloud, and/or providing accessible electronic formats such

as an HTML or MS Word document. The accessible formats and communication supports shall be provided in a timely manner and at no additional cost.

2.4.4 Employment

Tribe Financial Group is committed to fair and accessible employment practices and will accommodate people with disabilities to the point of undue hardship. We will notify the public and existing Employees that, when requested, we will accommodate disabilities during the recruitment and assessment processes. At the time of hire, we will notify the new Employee of our accessibility policies.

If needed, we will create an individual accommodation plan and workplace emergency plan for any Employee who has a disability. Our performance management, career development, redeployment, and return-to-work processes will take into account the accessibility needs of Employees with disabilities.

2.4.5 Design of Public Spaces

Tribe Financial Group will meet the Accessibility Standards for the Design of Public Spaces when building new or making major modifications to public spaces. Public spaces include:

- Service-related elements like service counters and waiting areas;
- Outdoor paths of travel, like sidewalks, ramps, and stairs.

In the event of a service disruption, we will notify the public of the service disruption and alternatives available.

2.4.6 Modification to Other Policies

Any of our policies that do not respect and promote the dignity and independence of people with disabilities will be modified or removed.

2.5 Accessible Customer Service

Tribe Financial Group is committed to excellence in serving all Clients including people with disabilities. Brokers, Agents, and Employees will carry out functions and responsibilities in the following areas:

2.5.1 Communication

We will communicate with people with disabilities in ways that take into account their disability. We will train all Employees, Brokers, Agents, independent contractors, and volunteers on how to interact and communicate with people with various types of disabilities.

This includes communicating with Clients in person or over the telephone in plain language and speaking clearly and slowly. Employees, Brokers, and Agents will offer to communicate with Clients by email if verbal communication is not suitable to their communication needs.

2.5.2 Mortgage Documents

We are committed to providing accessible documents to all of our Clients. For this reason, documents will be provided in the following formats upon request: hard copy, large print, in a specific font style. We will answer any questions Clients may have about the content of the documentation in person, by telephone or e-mail.

2.5.3 Assistive Devices

We are committed to serving people with disabilities who use assistive devices to obtain, use, or benefit from our services. We will ensure that all of our Employees, Brokers, Agents, independent contractors, and volunteers are trained and familiar with various assistive devices that may be used by Clients with disabilities while accessing our services.

2.5.4 Use of Service Animals and Support Persons

We are committed to welcoming people with disabilities who are accompanied by a service animal on the parts of our premises that are open to the public. We will also ensure that all Employees, Brokers, Agents, independent contractors, and volunteers are properly trained in how to interact with people with disabilities who are accompanied by a service animal.

We are committed to welcoming people with disabilities who are accompanied by a support person. At no time will a person with a disability who is accompanied by a support person be prevented from having access to his or her support person while on our premises.

2.5.5 Notice of Temporary Disruption

Tribe Financial Group will provide Clients with notice in the event of a planned or unexpected disruption in the facilities or services usually used by people with disabilities. This notice will include information about the reason for the disruption, its anticipated duration, and a description of alternative facilities or services, if available.

The notice will be placed at all public entrances and at reception on our premises.

2.5.6 Training

Training will be provided on policies, practices, and procedures that affect the way services are provided to people with disabilities. This training will be provided within thirty (30) days of commencing at Tribe Financial Group and on an ongoing basis when changes are made to these policies, practices and procedures.

Tribe Financial Group will provide training to all staff including Brokers, Agents, independent contractors, Employees who deal with the public, or other third parties providing service on our behalf. Training will also be provided to all those who are involved in the development and approval of customer service policies, practices and procedures.

The training will include the following topics:

- The purposes of the Accessibility for Ontarians with Disabilities Act, 2005 and the requirements of the customer service standard;
- How to interact and communicate with people with various types of disabilities;
- How to interact with people with disabilities who use an assistive device or require the assistance of a service animal or a support person;
- What to do if a person with a disability is having difficulty in accessing Tribe Financial Group’s goods and services;
- Tribe Financial Group’s policies, practices and procedures relating to the customer service standard.

Training can be completed online or in a booklet format at no cost. After completion of the training, all staff, Brokers, and Agents are required to complete the “Agreement & Acknowledgement” form, included with this Manual. The Agreement & Acknowledgement Form needs to be kept in the personnel file.

The online course is titled “Serve-ability: Transforming Ontario’s Customer Service” and can be found at the following link: <http://curriculum.org/sae-en/>.

The Ministry of Community and Social Services has produced a written training resource which can be found at the following link: http://www.mcsc.gov.on.ca/documents/en/mcsc/accessibility/Tools/AO_TrainingResource.pdf.

2.5.7 Feedback Process

The ultimate goal of Tribe Financial Group is to meet and surpass expectations while serving Clients with disabilities. Tribe Financial Group will inform its Clients with disabilities that comments on our services are welcome and appreciated.

Clients should be informed that feedback regarding the way Tribe Financial Group provides goods and services to people with disabilities can be made by:

- Speaking to _____ (name), Principal Broker, at _____ during our regular business hours;
- E-mail to _____ (name), Principal Broker, at _____ (email address);
- Phone to _____ (name), Principal Broker, at _____ (phone number)

Clients that have submitted feedback can expect to hear back, in the format they prefer, within 20 business days from the Principal Broker.

2.5.8 Modifications to this or Other Policies

We are committed to developing customer service policies that respect and promote the dignity and independence of people with disabilities. Therefore, no changes will be made to this policy before considering the impact on people with disabilities.

Any policy of Tribe Financial Group that does not respect and promote the dignity and independence of people with disabilities will be modified or removed.

This document is available in an accessible format upon request for the public.

2.6 Email Usage Policy

2.6.1 Introduction

The purpose of this policy is to ensure the proper use of our internal email system and make users aware of what our firm deems as acceptable and unacceptable use of its email system. Tribe Financial Group reserves the right to amend this policy at its discretion. In case of amendments, users will be informed appropriately.

2.6.2 Legal and Reputational Risks

Email is a business communication tool and users are obliged to use this tool in a responsible, effective, and lawful manner. Although by its nature email seems to be less formal than other written communication, the same laws apply. Therefore, it is important that users are aware of the legal and reputational risks of email:

- If you forward emails with any libellous, defamatory, offensive, racist, or obscene remarks, you and Tribe Financial Group can be held liable;
- If you unlawfully forward confidential information, you and Tribe Financial Group can be held liable;
- If you unlawfully forward or copy messages without permission, you and Tribe Financial Group can be held liable for copyright infringement;
- If you send an attachment that contains a virus, you and Tribe Financial Group can be held liable.

In addition, any of the above could lead to negative media coverage, which would damage your personal reputation, the reputation of Tribe Financial Group, and the reputation of our industry in general.

By following the guidelines in this Policy, you can minimize the legal and reputational risks involved in the use of email.

If you disregard the rules set out in this Email Policy, you will be fully liable for your actions, and Tribe Financial Group will disassociate itself from you as far as legally possible should there be any litigation or criminal action as a result. Failure to follow this Policy may result in disciplinary action up to, and including, dismissal from Tribe Financial Group or termination of your contract.

2.6.3 Legal Requirements

The following rules are required by law and are to be strictly adhered to. It is prohibited to:

- Send or forward emails containing libellous, defamatory, offensive, racist, or obscene remarks;

- Send unsolicited email messages;
- Forge or attempt to forge email messages;
- Disguise or attempt to disguise your identity when sending mail;
- Send email messages using another person’s email account;
- Copy a message or attachment belonging to another user without permission of the originator.

2.6.4 Best Practices

Tribe Financial Group considers email an important means of communication and recognizes the importance of proper email content and speedy replies in conveying a professional image and delivering good customer service. Users should take the same care in drafting an email as they would for any other communication. Therefore Tribe Financial Group wishes users to adhere to the following guidelines:

Replying to emails

- Emails should be answered within at least 8 working hours, but users should endeavour to answer priority emails within 4 hours;
- Priority emails are emails from existing Customers and Business Partners.

Maintenance

- Delete any email messages that you do not need to have a copy of, and set your email settings to not leave a copy of the email message on the server.

Confidential Information

Email is not a secure medium, meaning it can be easily compromised or read by third parties in transport. As a general rule, sensitive or confidential information should not be sent by email. However, if there are circumstances where you must, please follow this procedure:

- Place the information in the form of a document using your word processor (e.g. Microsoft Word) or in Portable Document Format (PDF). Both of these formats have the option to protect the document with passwords.
- If the information is in the form of scanned documents, use a program such as WinZip or WinRar to compress (.zip or .rar) your files, and add a security password to the compressed file.
- Contact the other party and give them the password. Passwords should never be sent to the recipient via email; instead, they should be sent via other means (preferably verbally over the telephone). This ensures the locked document and the password can only be combined by the intended recipient.

2.6.5 Encryption

Users may not encrypt any emails without obtaining written permission from our Brokerage. If approved, the encryption key(s) must be made known to the company.

2.6.6 Email Accounts

All email accounts maintained on our email systems are the property of Tribe Financial Group. Passwords should not be given to other people and should be changed once a month. Email accounts not used for 60 days will be deactivated, and could face deletion from our email system.

2.6.7 System Monitoring

Users expressly waive any right of privacy in anything they create, store, send, or receive on the Brokerage's computer system. Tribe Financial Group can, but is not obliged to, monitor emails without prior notification. If there is evidence that you are not adhering to the guidelines set out in this policy, Tribe Financial Group reserves the right to take disciplinary action, including termination and/or legal action.

2.6.8 Disclaimer

It is suggested that the following disclaimer should be added to each outgoing email:

"You have received this email message from <Agent or Broker Name> of Tribe Financial Group. This message is intended solely for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. Any other distribution, copying or disclosure is strictly prohibited. If you have received this message in error, please notify the sender immediately by replying to this email, and confirm the deletion of the original email and any attachment(s)."

2.7 Complaints Policy

2.7.1 Introduction

No matter how hard we try to do the best we can for our Clients, there will always be those occasional situations where Clients are simply not happy with their experience of acquiring a mortgage through our Brokerage. This policy exists for two reasons:

- To ensure we meet the needs and expectations of our Clients when responding to their concerns;
- To comply with the *MBLAA, 2006* and its Regulations (O. Reg. 188/08 s.41).

2.7.2 Definition of Complaint

It is important to define what we mean by “Complaint” in this policy. During the course of interactions with Clients (defined as either an Investor or Borrower), Mortgage Brokers/Agents should strive to communicate effectively at all times, and ensure proper notes are taken regarding conversations with Clients to avoid confusion at a later date. Issues will arise, and most of these will usually be dealt with during your interactions with the Client directly.

If, however, a situation arises where the Client remains unhappy, and states that they wish to lodge a complaint (or “speak to your Boss/Manager/Broker” etc.) then the following policy applies.

In accordance with Section 2.4.3, Tribe Financial Group shall provide communication supports or accessible formats to Clients with disabilities who wish to lodge a complaint.

2.7.3 Complaints Officer

The Principal Broker or his/her Designate of the firm is the Complaints Officer. Any and all complaints should be brought to the attention of the Complaints Officer immediately.

2.7.4 Registration of Complaint

Upon notification by the Client that they wish to file a complaint, you must escalate the situation to the Complaints Officer. Should the Client wish to deal directly with the Complaints Officer, provide their contact information to the Complaints Officer or, if the Client insists, provide the Client with the name of the Complaints Officer and provide the following information to the Client:

- Tribe Financial Group’s telephone number;
- Tribe Financial Group’s mailing address;
- The email address of our Principal Broker or Complaints Officer.

2.7.5 Processing of Complaint

Upon receipt of a complaint from a Client, the Complaints Officer will take immediate action to investigate. Should the complaint relate to a completed file, the Complaints Officer will pull existing documentation on file with our Brokerage. The Complaints Officer will review the documentation, and then forward the complaint to the specific Mortgage Broker/Agent for comment. Should the complaint relate to a file in progress, the Complaints Officer will immediately contact the Mortgage Broker/Agent responsible for the file and forward the complaint for comment.

Should the Mortgage Broker/Agent responsible for the file not be forthcoming in dealing with the matter, the Complaints Officer will take all reasonable steps to deal with the matter.

Should the complaint relate to an issue relating to the Mortgage Brokerage, Lenders, and Administrators Act, 2006 or its Regulations, all efforts will be made to determine if the transaction was in compliance with these rules of conduct for our industry. If a breach of the legislation is discovered, remedial action will be taken immediately.

Should the complaint be of such a nature that a claim against our Brokerage's errors and omissions insurance policy is possible, the Complaints Officer will notify the Insurer of the potential claim immediately.

2.7.6 Response Process – Verbal Complaints

The Complaints Officer will respond to a Client verbally regarding any complaint within 48 hours of receipt. Communication supports or other accessible formats shall be provided to Clients with disabilities, according to their specific requested need.

If the Client remains agreeable to this process, then the Complaints Officer will continue to report to the Client as is reasonable given the circumstances of the complaint.

Should the complaint still remain unresolved in the mind of the Client, the Complaints Officer will advise the Client to document their complaint and forward it directly to the Complaints Officer in writing, via letter mail or email if possible. If requested by a Client with a disability, another method of lodging the complaint will be accommodated with communication supports where needed.

2.7.7 Response Process – Written Complaints

The Complaints Officer will respond to Clients verbally regarding any complaint within 48 hours of receipt, and will follow up with a written response as quickly as reasonable under the circumstances (and allowing for proper investigation).

Any written response must also tell the Client who made the complaint that, if they are not satisfied with the proposed resolution and if the Client believes that the complaint relates to a contravention of the *Act* or a regulation, the Client may refer the complaint to the Superintendent of the Financial Services Commission of Ontario. A copy of the official FSCO Mortgage Business Activity Complaint Form must also be included with any written response.

At no time will any of Tribe Financial Group's Mortgage Brokers/Agents respond directly to a written complaint. Written complaints must be forwarded immediately to the Complaints Officer. All responses to written complaints must come directly from the Complaints Officer.

2.7.8 Documentation Requirements

Tribe Financial Group will keep a record of all written complaints received from the public, and all written responses from the Brokerage in accordance with proper file handling.

2.8 Internet & Computer Usage Policy

2.8.1 Introduction

The purpose of this policy is to ensure the proper use of our various computer and connectivity systems, and make users aware of what Tribe Financial Group deems as acceptable and unacceptable use of these systems.

2.8.2 User Hardware Connectivity to Our Brokerage Systems

Any laptop or other device you wish to use to connect to the Internet or local printers in our offices **must** be handed over to our IT department for proper setup and configuration.

2.8.3 Anti-Virus Software Policy

Tribe Financial Group must endeavour to maintain a secure and virus-free network, due to the level of damage that can be done to our network and individual computers. By increasing our network security, we can avoid serious infection of our network.

In an effort to help protect not only the office system, but your own system as well, any computer currently located in the office, or any computer brought into the office, must have an anti-virus software system installed and actively running before the computer can be connected to the network. We recommend AVG or Norton as the program of choice, but there are many other reliable programs available. We also require that whatever anti-virus program you are using must be kept updated.

All computer systems must be available for these periodic checks. If any system has passwords you will be asked to make yourself available to allow IT Department staff access to your computer, or you can provide your password(s) to the IT Department. All passwords will be kept strictly confidential and will only be used for the purpose of the aforementioned anti-virus software evaluation.

2.8.4 User Responsibility

Individuals must conduct themselves honestly and appropriately on the Internet, and respect the copyrights, software licensing rules, property rights and privacy of others. Any communication in which our Brokerage's communication systems are used, including correspondence such as email, constitutes our Brokerage's property. These communication systems are to only be used for legitimate business-related purposes in accordance with these Policies.

Tribe Financial Group's computer and communication systems are not for unauthorized use. Any unauthorized use of the Tribe Financial Group's computer or communication systems is

strictly prohibited. Tribe Financial Group also maintains the right to monitor Internet and email usage at any time, and to view any and all files that have been downloaded via these systems, on both personal and Company computer systems. Our Brokerage has access, through our infrastructure, to the browsing history, download history, and software inventory contained on any computer system owned by us.

Providing you with reliable Internet access represents a considerable investment in telecommunications, software, storage, and computers. We want to be very clear on what we consider appropriate and inappropriate use of these tools in the Brokerage. By following the guidelines in this policy, the Internet user can minimize the legal risks involved in the use of the Internet. If any user disregards the rules set out in this Internet Policy, the user will be fully liable and Tribe Financial Group will disassociate itself from the user as far as legally possible.

2.8.5 Best Practices

Tribe Financial Group provides Internet service for Mortgage Agents/Brokers and Employees, and, in some cases, computers, electronic data storage, and other electronic devices and services. It is the responsibility of every individual to ensure our Brokerage’s communication systems are used for authorized business purposes only, in accordance with these policies.

Due to the nature of our business, we are entrusted with highly sensitive and confidential financial information belonging to our Clients that, in the wrong hands, could be used for the purposes of fraud or identity theft. Therefore, we must be vigilant in ensuring our systems are only used in a manner that does not improperly disclose confidential, sensitive, or proprietary information to unauthorized individuals or in any way violates federal, provincial, or local laws. Tribe Financial Group also wishes to protect our computer systems from attack by “worms” and “viruses” by severely restricting the use of our computers for the purposes of accessing personal email accounts, instant messaging services, blogs, social networking, and other websites.

2.8.6 Authorized Use

The following activities are considered appropriate use of Internet services provided by Tribe Financial Group:

- Communicating with colleagues, customers, prospects, and suppliers regarding business matters;
- Researching topics relevant to your specific business requirements;
- Conducting other business activities that are directly relevant to your specific business requirements or productivity; and
- Accessing the Internet from the Company-owned network for personal emergency use.

When using our resources, please remember:

- All existing Brokerage Policies apply to your conduct on the Internet, especially those that deal with property protection, privacy, misuse of resources, harassment, information, and data security.
- Consideration for other users should be shown by not monopolizing system resources and adhering to the security measures that have been put in place to maintain system integrity.

Upon the termination of employment of a Broker/Agent for whatever reason, Tribe Financial Group will immediately cancel access by said Broker/Agent to any and all electronic delivery systems (Filogix, MorWEB), any credit reporting agencies, and any other applicable systems storing Client files past and present.

2.8.7 Unauthorized Use

Although this list is not exhaustive, the following activities are considered prohibited:

- Transmission of “chain” or any other offensive, potentially harassing, or threatening emails;
- Any use of the Internet for illegal activities, or to transmit SPAM;
- Disabling or circumventing security measures put in place by Tribe Financial Group such as firewalls, authorization, virus protection, etc. and thereby putting the Brokerage’s computers and information at risk;
- Visiting sites that are considered inappropriate, pornographic, or "obscene". If you connect unintentionally to a site that contains sexually explicit or offensive material, you must disconnect from it immediately.

You should be aware that when access is accomplished using Internet addresses and domain names registered to Tribe Financial Group, any data transmitted will be perceived by others as belonging to Tribe Financial Group. Therefore, you are strongly advised not to use the Internet for any purpose that would reflect negatively on the Company.

Special care is required when participating in chat room, newsgroup, blogs, instant messaging, and email communications. Only those authorized to speak to media, analysts, or in public gatherings on behalf of our Brokerage are allowed to speak officially in the name of our firm to any broadcast or internet media. You should never consider ANYTHING sent on the Internet, posted to a blog, transmitted via instant message, or posted to a social networking site as private. NEVER post or transmit information that is confidential to our Brokerage, or proprietary regarding our products, markets, or business strategy.

2.8.8 Downloading/Uploading Software Images

Specific policies regarding the downloading/uploading of software and images, and one’s general conduct while using Company Internet resources are:

- Downloading or distributing pirated software or data is prohibited;

- Ensure all legal/authorized software downloaded from the Internet via our systems is of a business-essential nature;
- Downloading entertainment software or games, or playing games against opponents over the Internet using our systems is not permitted;
- Downloading images or videos, unless there is an explicit business-related use for the material, is not permitted;
- You may not upload any software licensed to the Brokerage or data owned or licensed by the Brokerage without appropriate authorization;
- All downloaded files must first be scanned for possible virus infection;
- Any user who tries to override our security measures will be subject to legal measures;
- Honestly disclose who you are when you send email, register accounts, or conduct other Internet transactions;
- Display of any kind of sexually explicit image or document on any Brokerage system is a violation of our policy on sexual harassment. Sexually explicit material may not be archived, stored, distributed, edited, or recorded using Tribe Financial Group’s network or computing resources;
- You must keep your user ID and password information confidential;
- You may not connect your own modem to the network without proper authorization from IT.

2.8.9 Blogging

“**Blogging**” is defined as a Website that contains dated entries in reverse chronological order (most recent first) about a particular topic (i.e. “Web Log”). Functioning as an online journal, blogs can be written by one person or a group of contributors. Entries contain commentary and links to other websites.

- Never blog about internal Brokerage matters;
- Do not use Tribe Financial Group’s systems to create or set up blogs;
- If you are blogging about your business, you must follow all of our Brokerage’s Policies and Procedures as contained in this Manual;
- Blogs and other forms of online discourse are individual interactions and are not company communications. Individuals are personally responsible for their posts. Be mindful that what you write could be around and in the public domain **forever**. Consider ANY blog post as something you are broadcasting to the world, and govern yourself accordingly;
- Identify yourself. In addition, write in the first person. You must make it clear that you are speaking for yourself and not on behalf of Tribe Financial Group;
- If you publish a blog or post to a blog and it has something to do with the work you do or subjects associated with Brokerage, use the following disclaimer in a clear and obvious location on your blog page: “The postings on this site are my own and do not necessarily represent the positions, strategies or opinions of Tribe Financial Group”;
- You must comply with copyright, fair use, and financial disclosure laws at all times;

- Do not name, cite, or reference Clients, Partners, or Suppliers;
- Use your best judgment. There are always consequences to what you write. If you are about to post something that makes you even the slightest bit uncomfortable, review the suggestions above and think about ***why that is***. You have sole responsibility for what you choose to post to your blog.

2.8.10 Questions

If you have any questions or comments about this Policy, please contact the Principal Broker directly. If you do not have any questions, our Brokerage presumes that you understand and are aware of the rules and guidelines in this Policy and will adhere to them.

2.8.11 Declaration

All Tribe Financial Group Mortgage Brokers/Agents, Employees, or other Contractors that are in any way doing business under Tribe Financial Group's name or brand will comply with the guidelines set out in this Policy. Failure to do so may result in disciplinary action up to and including dismissal or termination of your contract, and may also lead to legal action against you.

2.9 Policy on Workplace Violence

2.9.1 Introduction

We are committed to maintaining a work environment free from violence, threats of violence, bullying, intimidation, and other disruptive behaviour. No one should ever feel threatened or unsafe while on our premises.

2.9.2 Definitions

The Occupational Health and Safety Act provides the following definitions.

“Workplace violence” is:

- (a) The exercise of physical force by a person against a worker in a workplace that causes or could cause physical injury to the worker;
- (b) An attempt to exercise physical force against a worker in a workplace that could cause physical injury to the worker;
- (c) A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.

Examples of workplace violence are:

- shaking of fists;
- throwing of objects;
- swearing and insults;
- shoving;
- pinching;
- verbal threats of violence;
- threatening notes or emails.

Workplace violence also includes “domestic violence”. If an employer becomes aware, or ought reasonably to be aware, that physical injury due to domestic violence may occur in the workplace, the employer shall take every precaution reasonable in the circumstances for the protection of the worker.

2.9.3 Policy

This policy applies to all who work for the Brokerage including Independent Contractors. It also applies to all environments where business and business-related events and activities take place.

Anyone who engages in workplace violence or harassment, as per the definitions above, will be immediately removed from the premises and may be subject to disciplinary action, which could include termination, and possible criminal charges.

However, if Tribe Financial Group finds that a claim of workplace violence was made in bad faith, we will take disciplinary action against the person who made the bad faith claim, up to, and including, termination of employment or contract.

Retaliation against a worker who has made a complaint or witness statement will not be tolerated. Any form of retaliation will be treated as a form of harassment.

In order to ensure a safe environment for everyone, no weapons or firearms, even if properly registered, are permitted on Brokerage property or in vehicles parked on our Brokerage's property.

2.9.4 The Process

We all have a responsibility to prevent violence and harassment at the workplace.

If you feel unsafe or threatened while at work, please notify the Principal Broker or General Manager immediately. All concerns, regardless of severity, will be handled fairly, impartially, and promptly.

If, in good faith, a worker witnesses or believes that another worker has been subject to workplace violence or harassment, including possible domestic violence at the workplace, the worker is required to report all of the facts of the incident immediately to the Principal Broker or General Manager.

Complaints and witness statements must be made in writing and submitted to the Principal Broker or General Manager. All discussion of, or reports regarding, workplace harassment or violence will be treated in the strictest of confidence. In some circumstances, this confidence may be breached to ensure safety of all. Bill 168 of the Occupational Health and Safety Act requires employers to disclose only necessary information to protect Employees and ensure no further act of violence is taken.

2.10 Health & Safety

2.10.1 Statement of Commitment

Tribe Financial Group is committed to promoting a safe and healthy workplace for its Employees, Brokers, Agents, and Independent Contractors, otherwise known as “workers.” It is the responsibility of every worker to protect his or her own health and safety by working in compliance with the Occupational Health and Safety Act and the safe work practices and procedures of the Brokerage.

2.10.2 Roles & Responsibilities

The Principal Broker will ensure that Tribe Financial Group complies with the Occupational Health and Safety Act and will take a leadership role in providing a safe and healthy work environment.

Management will be held accountable for the health and safety of those workers under their supervision. They are responsible for various duties such as ensuring that safe work practices and procedures are adhered to.

All workers will receive information, training, and competent supervision in their specific work tasks to protect their health and safety. Workers will notify their supervisors immediately of any safety hazard and have the right to refuse work they believe to be unsafe.

2.10.3 Health & Safety Awareness Training

All workers are required to complete Health and Safety Awareness training. This training can be completed online or in a booklet format at no cost. The certificate of completion of training is required to be kept in the personnel file.

For non-supervisory staff:

The online training must be completed in one sitting as you cannot save the information. Please print off the certificate page when you reach the end and return to the Principal Broker for your personnel file.

<http://www.labour.gov.on.ca/english/hs/elearn/worker/index.php>

If you prefer to complete the training using a printed workbook, please print the document below and complete the quiz. Both the completed workbook and quiz should be handed in to the Principal Broker.

<http://www.labour.gov.on.ca/english/hs/pdf/workbooktext.pdf>

For supervisory staff:

The online training must be completed in one sitting as you cannot save the information. Please print off the certificate page when you reach the end and return to the Principal Broker for your personnel file.

<http://www.labour.gov.on.ca/english/hs/elearn/supervisor/index.php>

If you prefer to complete the training using a printed workbook, please print the document below and complete the quiz. Both the completed workbook and quiz should be handed in to your Principal Broker.

http://www.labour.gov.on.ca/english/hs/pdf/sup_workbooktext.pdf

It is in the best interest of all to consider the health and safety of the workplace and in every activity.

*NOTE: Brokerages with 6-19 workers are required to have a Health & Safety Representative. Brokerages with 20 or more workers are required to have a Joint Health & Safety Committee.

2.11 Office Co-operation and Professional Conduct

2.11.1 Introduction

It seems simple, but it bears repeating: Treat other people the way you wish to be treated. You should always follow the Golden Rule. Nothing less than full office co-operation and professional conduct will be expected and/or tolerated.

2.11.2 Professional Courtesy

It is important that not only do we respect the privacy of others within the office, but also that we respect the fact that we all need each other and we are all members of the same team. Helping each other can only benefit us all in the long run to achieve a happier and more prosperous future.

This is the true nature of professional courtesy, a practice that is expected by every Employee or Independent Contractor with our Brokerage.

2.11.3 Examples of Professional Courtesy

- **A Client mentions they are “already dealing with Broker or Agent in your office.”** You should tell them that you are sure that person will do a very good job for them and move on to the next opportunity. This does not refer to previous Clients, in order to be “already dealing” it is required that a current file is in process.
- **You run into a Client who indicates that they are unhappy with the service they are receiving from someone else in the office.** You should not engage in a discussion with the Client about this situation, but should respectfully decline to comment. You should then immediately communicate this conversation with the Associate involved or with the Principal Broker so that the situation may be dealt with promptly.

Remember - **Communication is the key** to a productive and healthy working environment.

2.12 Conflict Resolution

2.12.1 Introduction

From time to time, conflicts will arise between Mortgage Brokers/Agents or Employees. This procedure is intended to inform you of the standard guidelines that will be followed by the management team of Tribe Financial Group in order to resolve these issues promptly.

2.12.2 Process

The procedure for resolving a conflict is as follows:

The Principal Broker will listen privately to each person's description of what led to the conflict. The Principal Broker and individuals involved will then discuss the situation that resulted in the conflict in an effort to reach a fair and satisfactory resolution for all parties involved.

2.12.3 Arbitration

In the event that a fair and satisfactory resolution cannot be reached, an Arbitration Committee will be appointed. The Committee will consist of each party selecting one Arbitrator of their choice, and a third individual selected by the two chosen Arbitrators. The Arbitration Committee will hear each side and make a decision that will be binding on all parties.

2.12.4 Arbitration Guidelines

By their very nature, all disputes involve individual factors and circumstances. While guidelines can help avoid disputes, they cannot possibly take into account all of the factors involved in each particular dispute. Consequently, each dispute must be measured on its own merits. Your role is to find a fair and just resolution that maintains office policy. Please see the office policy above regarding "Office Co-Operation and Professional Conduct".

2.13 Advertising Policy

2.13.1 Introduction

The Standards of Practice for Mortgage Brokerages (Ontario Regulation 188/08 under the *MBLAA, 2006*) contains detailed advertising and marketing regulations. These rules are not optional – they are mandatory, and FSCO has made it quite clear there will be financial penalties for those individuals and Brokerages that do not comply.

Please note that these rules apply to anything and everything you use to market to the general public, referral sources, etc. in any medium.

2.13.2 Definition of Promotional Materials

Promotional Materials are defined as those items, which you would distribute to peers or referral sources within the Mortgage, Real Estate, Legal, Appraisal, Inspection, or Financial Services industries in order to promote your business in the hopes of gaining referrals. In addition, Promotional Materials are also defined as those items, which you use to promote Tribe Financial Group's name, brand, and identity, along with your own identity. This includes (but is not limited to) items like golf balls or golf towels, shirts, pens, coffee mugs, awards, etc.

Each Promotional Item will be evaluated on a case-by-case basis to determine whether full Brokerage information needs to be displayed. In any case, if anything has the individual Agent or Broker name on it, it is the policy of Tribe Financial Group that the proper title as dictated by FSCO will follow your name (i.e. Mortgage Agent or Mortgage Broker).

Please submit all Promotional Material ideas / proofs to the Principal Broker for approval before purchasing and distributing so they can be approved as Promotional Materials as per this definition.

2.13.3 Setting up Personal Websites

All content that is to be displayed on a personal website must reference directly to the Tribe Financial Group website. The content must be compliant with all aspects of MBLAA 2006 and other applicable rules and regulations. The content for a personal website must first be approved by the Principal Broker prior to going live on the web.

2.13.4 Use of Authorized Names

This is one area that causes some confusion among Mortgage Brokers/Agents. Your Authorized Name is the name under which you are licensed by FSCO. To verify your Authorized Name, visit the FSCO Website at www.fSCO.gov.on.ca and use the Consumer search engine to search for yourself. This will show you your Authorized Name.

You **must** conduct your business under this name, and this name **only** (O. Reg. 187/08 s.8). You must use this name on each and every piece of advertising, public relations material, business card, web posting, or any other documents as part of the mortgage application process.

For example: If your first name is David, and you are registered on the FSCO website as “William,” then you **must** use your full first name when marketing yourself **unless you have asked FSCO to include an alias for you under the license listing**. You cannot market yourself as “Bill” or “Willie”, “Dave” or “David” unless the FSCO listing also has this name listed (usually in brackets, at the end of your given names). For example, William (Bill) is acceptable.

Please note that FSCO will accept “alias” names under which you can market yourself, as long as you notify them via email or in writing. Contact FSCO via telephone at 1-800-668-0128 and speak with the Mortgage Broker Licensing section to begin this process.

2.13.5 Use of Title (Broker/Agent)

You must always ensure that you list yourself as either a Mortgage Agent, or Agent, Mortgage Broker, or Broker in all marketing and promotional materials. These titles must appear immediately following or below your name. You may use a descriptive phrase such as “Specialist in Retail and Commercial Mortgages” or “A Highly-Trained Mortgage Expert” in addition to your legal title, but these phrases have to be **in addition** to your title (O. Reg. 188/08 s.6 (4)).

2.13.6 False, Misleading or Deceptive Information

Any advertising or marketing materials you use must not contain any misleading or deceptive information (O. Reg. 188/08 s.7). Ontario Regulation 188/08, s. 7, is in keeping with The Canadian Code of Advertising Standards. It is strongly recommended that in addition to being familiar with the MBLAA Advertising Standards specific to the mortgage brokerage industry, that you also review and familiarize yourself with acceptable advertising guidelines as set forth by Advertising Standards Canada. Advertising Standards Canada takes into account how the message is received or perceived; the concern is not with the intent of the sender.

Misleading representations may be the result of:

- Negligence
- Incompetence
- Intentional misrepresentation
- Improper use of disclaimers
- Improper reliance on industry terms
- Incomplete comparative ads
- Implied endorsements
- Improper use of teasers
- Use of unsubstantiated exaggeration

The following examples could be construed as “false or misleading” advertising. It is strongly advised to avoid making any advertising claims that could be deemed questionable.

2.13.7 Examples of False or Misleading Advertisements

- Providing sample monthly repayment amounts for mortgage loans requiring no repayment of principal, without properly identifying that the payments shown represent only the interest portion;
- Advertising payment amounts for mortgage loans with unusually long amortization periods that do not specify the amortization period;
- Advertisements which contain repayment figures but do not contain an indication of the amortization period used to determine the repayment figure;
- Advertisements for interest-only mortgages that do not specify that the repayments do not include any principal amounts.

While in some instances the term “*for illustration purposes*” may be included with advertisements such as the above, it may or may not be sufficient to ensure that the ad is not misleading. The best practice is **ABC: Always Be Clear**.

2.13.8 Specific Rules for Specific Mortgage Types

There are also specific rules for advertising particular mortgages:

Fixed Amounts – Advertisements for a mortgage for a fixed amount that state the interest rate, or the amount of any prepayment, or of any charge other than interest, must also include the Annual Percentage Rate (APR) and the term of the mortgage; and the APR must be displayed in a manner consistent with the remainder of the ad. If the APR of the terms of the mortgage are not the same for all mortgages to which the advertisement relates, the disclosure must be based on an example of a mortgage that fairly depicts all those mortgages and is identified as a representative sample of them (O. Reg. 191/08 s.18).

Mortgages Securing Lines of Credit – Advertisements for mortgages that secure lines of credit that state the annual interest rate, or the amount of any payment, or of any charge other than interest, must also include the annual rate of interest on the date of the advertisement. They must also include any initial or periodic charges, other than interest, and this information must be displayed as prominently as the other information in the ad (O. Reg. 191/08 s.19).

Interest-Free Periods – If an advertisement states or implies that a period of the mortgage is free of any interest charges, the ad must indicate whether interest accrues during the period and is payable after the period (O. Reg. 191/08 s.20). If interest does not accrue during a period, the ad must clearly state:

- That there is an interest-free period or grace period;
- The conditions that apply to qualify for the interest free period;

- The APR, or the annual interest rate, if the conditions are not met.

2.13.9 Mandatory Brokerage Approval

All advertising you are planning to do *must* be submitted to the Principal Broker for review before publication or printing, to ensure compliance with all rules and regulations. A copy of all approved advertising will be kept in your file for reference purposes.

2.14 Employment Separation

2.14.1 Voluntary Separation

Employees, assistants, brokers, and agents are asked to provide the Principal Broker with written notice of resignation. Where possible, it is expected that notice of resignation is provided a minimum of two weeks in advance of the expected last day of employment.

2.14.2 Involuntary Separation

Employees, assistants, agents, and brokers not able to meet performance or policy expectations will be given an opportunity to improve performance/behaviour. Please see Section 2.1.13 for more information on Performance Improvement Plans and Corrective Actions/Warnings. When all attempts to improve the performance or correct the behaviour within the prescribed period of time have failed, a decision to terminate employment can be made by the Principal Broker.

Not-for-cause termination of the employment relationship with employees, initiated by Tribe Financial Group, shall be consistent with all applicable employment legislation. Notice of termination, or pay in lieu thereof, in addition to severance pay where applicable, will be provided by Tribe Financial Group in accordance with the Employment Standards Act, Ontario, for all who fall under definition of “employee”. Independent Contractors will have their contracts terminated according to the terms and conditions of their agreement with Tribe Financial Group.

An exception to this practise is termination for cause. Conduct claimed by Tribe Financial Group to be cause must be a single act, omission, or series of acts/omissions to be:

- “fundamentally inconsistent with the employee’s obligations to the employer; or
- substantially prejudicial to the employer’s business such that the employee’s conduct causes damage to the employer’s business or reputation or causes harm to the employer’s customers”¹

The following are examples which may constitute for-cause termination:

- willful contravention of the MBLAA 2006 and its associated Rules & Regulations;
- guilty of theft or fraud;
- guilty of wilful misconduct and disobedience to Tribe Financial Group’s policies and rules;
- guilty of workplace harassment or violence;
- acts deemed criminal;
- conduct unbecoming.

¹ <http://www.minkenemploymentlawyers.com/employment-law-issues/termination-for-cause-hard-to-prove/>

Employers are not obligated to provide notice, pay in lieu of notice, or severance, when cause is found to exist.

2.14.3 Cessation of Employment

Upon cessation of employment, Tribe Financial Group will terminate the Broker/Agents access to any and all electronic services such as: Equifax, TransUnion, Filogix, MorWEB, etc.

The Brokerage shall also notify the Superintendent of Mortgage Brokers of the change of employment. Or if deemed, that the Broker/Agent is not suitable to be licenced.

Caution - If you terminate an agent or broker "for cause", document it thoroughly and ensure you report it as such on Licensing Link (<http://www.fsco.ca/en/about/Licensing-Registration/Pages/mblaa-liclink.aspx>). If you don't, and brokers subsequently hire the agent/broker and the agent/broker causes losses to the new broker or any of its investors, you and your firm are likely to be named in any litigation.