HomEquity Bank Referral Agreement and Client Disclosure

Date: _____

Referral Agent: GP Wealth Management Corporation
Sub-Agent: GP Wealth Financial Advisor

Re: HomEquity Bank Mortgage Products

Financial Advisor's Name: _____

Client Name(s)   _____

Nature of Referral Arrangement:

GP Wealth Management Corporation [A Mutual Fund Dealer registered in ON, SK, BC, and an Exempt Market Dealer registered in ON](the "Referral Agent") has entered into a referral agreement with HomEquity Bank [A Schedule I federally chartered bank] (the "Agreement"). Under this agreement, the Referral Agent and any appointed sub-agent (the "Sub-Agent") of the Referral Agent can refer their client(s) including you, the undersigned, ("You") to HomEquity Bank for mortgage products (the "Mortgage Products") and receive referral fees for funding a mortgage with HomEquity Bank. The terms of the agreement are as follows:

a) The Referral Agent and the Sub-Agents are not obligated to refer their client(s) to HomEquity Bank, nor HomEquity Bank obligated to provide Mortgage Products to referred client(s). The two parties operate at arms-length.

b) The Referral Agent and the Sub Agents can explain to you the basic concepts of mortgages and secured lines of credit and how they might benefit you. The Referral Agent and Sub-Agent are in no way conducting business as a Mortgage Broker.

c) You acknowledge that the Referral Agent and the Sub-Agent have not conducted themselves in such a manner in making this referral.

d) Neither the Referral Agent nor the Sub-Agents can bind HomEquity Bank in any way to accept any application made by you for a mortgage product.

e) The Referral Agent and the Sub-Agents may refer you to HomEquity Bank, who will explain the mortgage products in detail and may assist you in applying for a mortgage product. The decision to proceed with the application lies entirely with you.

f) You may not rely on the referral by the Referral Agent or its Sub-Agent as a determination by the Referral Agent or its Sub-Agent of the suitability or appropriateness of the product recommended to your personal circumstances.

g) Once a mortgage has been applied for and placed through HomEquity Bank neither the Referral Agent nor Sub-Agents receive any information regarding your mortgage account with HomEquity Bank, other than the status of your account during the issue process. If your application is approved by HomEquity Bank, the Referral Agent or Sub-agents will have access to certain information such as your account number and balance for the purpose of providing you service and for calculation of compensation. Should you wish for the Referral Agent or Sub-Agents to receive information on your detailed account transactions you must provide it to them directly.

Compensation to the Referral Agent:

All compensation for the referral of You to HomEquity Bank is payable to the Referral Agent. Part or all of the compensation on each referral may be passed along to the Sub-Agent involved.

A referral fee of up to $400 will be paid by HomEquity Bank to the Referral Agent when you open an Income Advantage Product. This is an effective rate of 50 basis points (bps) on the first $80,000 in advances. An additional referral fee is paid on individual advances over $80,000 on the account in any calendar year. The rate on advances above $80,ooo are calculated at a rate of 65bps. Example: $100,000 mortgage – upfront referral fee paid is $400 + $130 ($20k x 65 bps). Total referral fee paid - $530.

A one-time referral fee will be paid by HomEquity Bank to the Referral Agent when you open a CHIP Product. The fee will be 65 bps of the total funded CHIP loan. Example: $100,000 mortgage – Total Referral fee paid is $650.

Client Acknowledgement:

I / we, the undersigned, acknowledge that the nature of the referral agreement between the Referral Agent and the Sub-Agent and Manulife Bank, including the payment of any fees has been explained fully to me /us.

_____   _____

Client Signature   Date

_____   _____

Client Signature   Date