Identification Mandatary/Agent Agreement

BETWEEN:
REAL ESTATE BROKERAGE: __ (1) _____ , having its principal office at _____ (the "**Broker**");

and
IDENTIFICATION AGENT: __ (2) _____ , having its principal office at _____ (the "**Agent**");

The parties agree to the terms and conditions set out in this agreement as of __ (3) __ , 20___ (the "**Effective Date**").

1. Purpose

This agreement constitutes a written agreement as required by Section 64.1 of the regulations under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* ("Regulations").

2. Services

(a) On request, the Agent will provide the Broker with the identification services described in Schedule A in respect of an individual and/or corporation or other entity (the "Services"). The Broker will make available to the Agent all reasonable information required to enable the Agent to perform the Services.

(b) The Broker will compensate the Agent as follows: __ (4) _____

3. Approvals and Authority

The Agent will obtain Broker's prior written approval for all Services it performs on the Broker's behalf.

4. Termination

Either party may terminate this agreement at any time on written notice to the other, provided that the Agent is required to complete any Services requested at the time of termination, and the Broker is required to pay for such Services.

5. Indemnification

The Agent will indemnify the Broker against any claims, liability, costs and reasonable expenses arising directly from the Agent's negligent acts or omissions in the performance of the Services.

6. Confidentiality

The Agent acknowledges that some of the information received from the Broker and/or the individuals from whom the Agent may obtain information under this Agreement is proprietary and confidential, and may constitute "personal information" within the meaning of the *Personal Information Protection and Electronic Documents Act* (PIPEDA) (collectively, "Confidential Information") or any provincial equivalent. The Agent will not reveal to any third party any information provided by the Broker, except as required by the Regulations or as necessary to perform the Services, either during or subsequent to the term of this Agreement, and will at all times comply with the provisions of PIPEDA or any applicable provincial privacy legislation as well as any privacy policies of the Broker. Upon termination of this Agreement, the Agent will return to the Broker or destroy all Confidential Information, as directed by the Broker, in the possession of the Agent.

7. Regulatory Compliance

The parties acknowledge that the Broker is subject to a number of regulatory regimes, including regulations and regulatory requirements, decisions, rulings and guidelines issued by the Financial Transactions and Reports Analysis Centre of Canada ("FINTRAC"). The Agent will provide its reasonable assistance to the Broker in order to facilitate the Broker's compliance with FINTRAC requirements.

The Agent will abide by the policies and procedures designated by Broker and lawfully issued by Broker in accordance with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, regulations and regulatory requirements, decisions, rulings and guidelines issued by FINTRAC. **This includes, but is not limited to, ensuring that all information gathered from the person or entities listed in Schedule A is valid and current.**

8. Non-Assignable

This Agreement is not assignable by either party without mutual consent, which consent will not be unreasonably withheld.

9. Audit

The Agent grants to the Broker the right, at all reasonable times, to examine and audit all records in its possession or under its control which directly pertain to the Services provided to the Broker under this Agreement or as otherwise may be required under the Regulations.

10. Applicable Law

This Agreement **(5)** construed in accordance with the laws of the [Insert name of Province/Territory]

_____ _____ and the laws of Canada applicable therein.

11. Severability

The obligations and agreements of the Broker and Agent under this Agreement will be treated as separate and severable.

12. Complete Agreement

This Agreement, including the attached Schedules, constitutes the entire Agreement between the Broker and the Agent. The terms cannot be changed, except by an instrument in writing signed by the parties.

The Agent's authority to act on behalf of the Broker is limited to the rights, duties and responsibilities set out in this Agreement.

IN WITNESS WHEREOF the parties have executed this agreement the _____ day of __ **(6)** _____ , 20____.

BROKER

Per: _____

Title: Authorized Signing Officer

Date: _____

AGENT **(7)**

Per: ____ _____

Title: Authorized Signing Officer

Date: _____

Identification Mandatary/Agent Agreement

Schedule A - Identification Services

Check all that apply:

☐ Agent will ascertain the following individuals' identity by completing the individual identification information record provided by the Broker to the Agent for each individual and providing the completed records to the Broker. (List name of individual(s)):

☐ Agent will confirm the existence of each of the following corporations/entities by completing the corporate/entity identification information record provided by the Broker to the Agent for each corporation/entity and providing the completed records to the Broker. (List name of corporation(s)/entities):

1. For Broker's Internal Use Only

To be completed after this agreement is executed and Services have been provided by the Agent

Indicate date where the Broker received information from the Agent for each of the individuals and corporations/entities listed above:

_____	_____	_____
Month	Day	Year

Indicate date where the Broker referred to the information provided by the Agent for each of the individuals and corporations/entities listed above:

_____	_____	_____
Month	Day	Year