



AGENCY AGREEMENT

This Agency Agreement (the “**Agreement**”) is entered into between FCT Insurance Company Ltd. (“**FCT**”) and you, the ordering lawyer/notary or authorized individual acting on behalf of the ordering lawyer/notary and the law firm/notary firm representing the Purchaser (hereinafter referred to as “**you**” or the “**Agent**”) upon your acceptance of the terms by clicking “Yes”.

1. Purpose

Pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (the “**Act**”) and associated regulations, FCT is required to verify the identity of purchasers of real property or immovables to whom FCT provides a title insurance policy (each a “**Purchaser**”). FCT wishes to appoint the Agent to act as its agent and perform the services detailed in Section 2 of this Agreement (the “**Services**”) on FCT’s behalf for the purposes of compliance with the Act. FCT acknowledges the Services are not legal services.

2. Scope

- a) Subject to the terms and conditions of this Agreement, FCT appoints the Agent, and the Agent accepts the appointment, to act as FCT’s agent solely for the purpose of verifying the identity of each person that is a Purchaser for this order.
- b) The Agent shall verify each Purchaser’s identity using one of the methods permitted under the Act and regulations and applicable guidance issued by the Financial Transactions and Reports Analysis Centre of Canada (“**FINTRAC**”) ([Methods to verify the identity of persons and entities](#), the “**Prescribed Methods**”).
- c) The Agent will collect the applicable identification information as selected by the Agent using the Prescribed Method chosen and will provide FCT with the information where requested by FCT in FCT’s applicable order process.
- d) The Agent will, as soon as commercially feasible but in no event later than three (3) business days following a request from FCT, provide FCT with any information reasonably required by FCT to meet its record-keeping and reporting obligations under the Act.
- e) The Agent will obtain each Purchaser’s fully informed and voluntary consent in respect of the applicable identification information to be shared with FCT.

3. Services provided by a non-lawyer/non-notary

If a non-lawyer or non-notary employee performs the Services, they shall be deemed to act under the ordering lawyer/ordering notary’s supervision and authority.

4. Indemnification

FCT shall indemnify, defend and hold harmless the Agent from and against any and all claims, liabilities or expenses arising out of or in connection with the Agent’s performance of Services under this Agreement, except to the extent that such claims arise from the Agent’s fraudulent conduct. In addition, FCT covenants not to bring, initiate, or maintain any legal action or proceeding against the Agent in connection with the Services provided under this Agreement, except in cases of fraud, gross negligence or wilful misconduct.

5. Term and Termination

This Agreement will commence on the date it is accepted and shall continue until terminated by either party. Either party may terminate this Agreement at any time on written notice to the other party. Where the Agreement is terminated by the Agent, the Agent shall provide a reasonable opportunity for FCT to request and receive any information collected by the Agent on behalf of FCT such that FCT may remain compliant with the Act.

6. Assignment

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

7. Acceptance

By clicking “yes”, you acknowledge that you have read, understood, and accepted the terms of this Agreement. You confirm that you will verify the Purchaser’s identity only in accordance with one of the Prescribed Methods (or, where you have already verified the purchaser’s identity, you confirm that you did so in accordance with one of the Prescribed Methods).