

# Identification Mandatory/Agent Agreement

**BETWEEN:**

**REAL ESTATE BROKER:** •, having its principal office at • (the "**Broker**");

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and

**IDENTIFICATION AGENT:** •, having its principal office at •

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties agree to the terms and conditions set out in this agreement as of •, 200• (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.

**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 the identification services described in Schedule B in respect of a 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: \_\_\_\_\_

**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 any information received from the Broker and/or the individuals from whom the Agent may obtain information under this Agreement is proprietary and confidential, and constitutes "personal information" within the meaning of the Personal Information Protection and Electronic Documents Act (PIPEDA) (collectively, "Confidential Information"). 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 all Confidential Information 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.

**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 will be 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 •, 200•.

**BROKER**

Per: \_\_\_\_\_

Title: Authorized Signing Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AGENT**

Per: \_\_\_\_\_

Title: Authorized Signing Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Schedule A - Services with respect to individuals

1. Agent will take the necessary steps to verify and provide the following information to the Broker when dealing with an individual:

(a) Full legal name of individual: \_\_\_\_\_

(b) Address: \_\_\_\_\_  
\_\_\_\_\_

(c) Date of Birth: \_\_\_\_\_

(d) Nature of Principal Business or Occupation: \_\_\_\_\_

(e) Type of Identification Document (e.g. drivers permit, passport, or government issued ID)<sup>1</sup>  
\_\_\_\_\_

(Note: provide photocopy of Identification Document)

(f) Document Identifier Number: \_\_\_\_\_

(g) Issuing Jurisdiction: \_\_\_\_\_

(h) Document Expiry: \_\_\_\_\_

2. Agent will take necessary steps to verify whether or not the individual is acting on behalf of a third party and provide the following information to the Broker:

(a) Is Client acting on behalf of a third party?

Yes  No  Reasonable suspicion<sup>2</sup>

(b) Name of third party: \_\_\_\_\_

(c) Address: \_\_\_\_\_  
\_\_\_\_\_

(d) Date of Birth: \_\_\_\_\_

(e) Nature of Principal Business or Occupation: \_\_\_\_\_

(f) Incorporation number and place of issue (if applicable): \_\_\_\_\_

(g) Relationship between third party and client: \_\_\_\_\_

<sup>1</sup> List of Acceptable Identification Documents is subject to change at the sole discretion of the Broker upon notice to agent. In Canada, the following may apply: in Ontario, Manitoba and Prince Edward Island, a driver's licence, passport, certificate of Canadian citizenship, birth certificate, Record of Landing or permanent residence card. In Quebec, passport, certificate of Canadian citizenship, birth certificate, Record of Landing or Permanent Resident Card. A drivers licence is acceptable if presented, but the Agent cannot ask specifically for this. A provincial health card is also acceptable, but the Agent cannot ask specifically for this. In British Columbia, Alberta, Saskatchewan, Newfoundland and Labrador, New Brunswick, Nova Scotia, Northwest Territories, Yukon, and Nunavut, a driver's licence, provincial or territorial health card, passport, certificate of Canadian citizenship, birth certificate, Record of Landing or Permanent Resident Card.

<sup>2</sup> Reasonable suspicion would arise when circumstances indicate the possibility of a third party but the individual will not confirm.

## Schedule B - Services in respect of corporations/other entities

### Corporation

1. Agent will take the necessary steps to verify and provide the following information to the Broker when dealing with a corporation (with a copy of the actual record, where indicated):

(a) Name of corporation: \_\_\_\_\_

(b) Corporate address: \_\_\_\_\_

(c) Nature of Principal Business: \_\_\_\_\_

(d) Names of Directors<sup>3</sup>: \_\_\_\_\_

(e) Copy of record confirming existence of corporation: \_\_\_\_\_

(i) Type of verification record<sup>4</sup>: \_\_\_\_\_

(ii) Source of verification record<sup>5</sup>: \_\_\_\_\_

(f) Registration number of corporation: \_\_\_\_\_

(g) Copy of corporate record showing authority to bind corporation regarding transaction<sup>6</sup>: \_\_\_\_\_

### Other entity (e.g., partnership)

2. Agent will take the necessary steps to verify and provide the following information to the Broker when dealing with an entity (with a copy of the actual record, where indicated):

(a) Name of entity: \_\_\_\_\_

(b) Entity address: \_\_\_\_\_

(c) Nature of Principal Business: \_\_\_\_\_

(d) Copy of record confirming existence of entity: \_\_\_\_\_

(i) Type of verification record<sup>7</sup>: \_\_\_\_\_

(ii) Source of verification record<sup>8</sup>: \_\_\_\_\_

(e) Registration number of entity: \_\_\_\_\_

3. Agent will take the necessary steps to verify whether or not the corporation or entity is acting on behalf of a third party.

(a) Is Client acting on behalf of a third party?

Yes  No  Reasonable suspicion<sup>9</sup>

(b) Name of third party: \_\_\_\_\_

(c) Address: \_\_\_\_\_

(d) Date of Birth: \_\_\_\_\_

(e) Nature of Principal Business or Occupation: \_\_\_\_\_

(f) Incorporation number and place of issue (if applicable): \_\_\_\_\_

(g) Relationship between third party and client: \_\_\_\_\_

<sup>3</sup> As set out in certificate of corporate status or other record confirming corporation's existence.

<sup>4</sup> For example, certificate of corporate status, published annual report, government notice of assessment.

<sup>5</sup> If record is in paper format, a copy must be sent by the Agent to the Broker. If the record is an electronic version, a record of the corporation's registration number and type and source of record (e.g., Corporations Canada website) must be indicated above.

<sup>6</sup> For example, certificate of incumbency, articles of incorporation, by-laws setting out officers duly authorized to sign on behalf of corporation. A copy must be sent by the Agent to the Broker.

<sup>7</sup> For example, partnership agreement, articles of association.

<sup>8</sup> If record is in paper format, a copy must be sent by the Agent to the Broker. If the record is an electronic version, a record of the entity's registration number and type and source of record must be indicated above.

<sup>9</sup> Reasonable suspicion would arise when circumstances indicate the possibility of a third party but the entity's representative will not confirm.