



**CHICAGO TITLE INSURANCE COMPANY (“CTIC”)
AGENCY AGREEMENT PURSUANT TO THE PROCEEDS OF CRIME
(MONEY LAUNDERING) AND TERRORIST FINANCING ACT
AND ITS ASSOCIATED REGULATIONS (the “Act”)**

This Agency Agreement (the “**Agreement**”) is entered into between CTIC and the Agent as hereinafter defined.

By confirming your acceptance, the Agent agrees to act as CTIC’s Agent pursuant to the Act as follows:

1. CTIC is required under the Act to verify the identity/legal existence of purchasers/owners of real property to whom it intends to issue owner title insurance (the “**Client**”). This verification must be undertaken before owner’s title insurance is issued to a Client.
2. CTIC hereby appoints the Agent as CTIC’s agent for the limited purpose of verifying the identity/legal existence of Clients on behalf of CTIC in accordance with the Act (the “**Services**”).
3. The Services the Agent provides as CTIC’s Agent are not legal services nor the practice of law, and no solicitor/notary-client relationship is established with CTIC.
4. In acting as the Agent, the Agent will obtain consent (the “**Consent**”) from the Client in accordance with the Agent’s professional obligations. The Consent will permit the Agent to supply to CTIC: (a) the Client’s particulars/and or copies of identification/legal existence; and (b) information about the Client’s real estate transaction (the “**Information**”). The Agent will also ensure the Client is aware that the Information may be shared by CTIC with those organizations to which CTIC has reporting obligations under the Act including the Financial Transactions and Reports Analysis Centre of Canada, the RCMP and CSIS.
5. CTIC shall indemnify, release, defend and hold harmless the Agent and the Agent’s firm, its respective partners, successors, assigns, servants, agents and insurers (the “**Agent Parties**”) in from and against any and all claims, demands, losses, damages, liabilities, costs or expenses including legal fees, directly or indirectly (“**Claims**”) 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 gross negligence, willful misconduct or fraudulent conduct. In addition, CTIC covenants on its own behalf and on behalf of its affiliates, not to bring, prosecute or initiate, or maintain or assign any Claims, against the Agent or the Agent Parties, in connection with the Services provided under this Agreement, except to the extent that CTIC may do so where the nature of the Agent’s conduct amounts to gross negligence, willful misconduct or is fraudulent.
6. CTIC acknowledges and agrees that the Agent’s files and its relationship with the Agent’s client are subject to the duty of confidentiality and solicitor-client privilege that are not waived by the Agent or the Client by this Agreement.
7. The Information supplied by the Agent, will only be used for the purposes of the Act and to facilitate issuance of title insurance to the Client.

8. If a non-lawyer – non-notary performs the Services contemplated herein, they shall be deemed to act under the ordering lawyer/notary’s supervision and authority.
9. The Agent’s obligation to act as CTIC’s Agent is specific to each request for owner’s title insurance and that ceases when the Agent has fulfilled the Services herein.
10. CTIC may request (the “**Request**”) information from the Agent reasonably required by CTIC to meet its record-keeping and reporting obligations under the Act and directly related to the Services. The Agent upon receiving consent from the Client to disclose the Information to CTIC and not having any legal concerns with the Request, will, as soon as commercially feasible but in no event later than five (5) business days following a Request from CTIC, provide CTIC with the Information.
11. The provisions herein constitute the entire agreement between CTIC, and the Agent and its terms shall only be amended by agreement in writing.