



Payment Options Agreement¹

TO: Assurance LAWPRO^{®2} (the “Insurer”)

FROM: _____ (the “Firm”) and
the notaries/lawyers named in Schedule “A” annexed hereto (the “Notary/Lawyer”)

DATE: _____, 20_____

WHEREAS the Insurer has developed a form of insurance known as “TitlePLUS” and is licensed to provide same in all Canadian jurisdictions;

AND WHEREAS each Notary/Lawyer is a member in good standing of the Chambre des notaires du Québec (the “Chambre”) or the Barreau du Québec (the “Barreau”), as applicable, and as such is licensed to practice as a notary or lawyer in such province;

AND WHEREAS the Insurer maintains websites for creating TitlePLUS[®] policy applications, including titleplus.lawyerdonedeal.com (with any such websites being individually and collectively referred to as the “Website”);

AND WHEREAS the Notary/Lawyer wishes to assist clients obtaining TitlePLUS policies from the Insurer and its appointed insurance representative (the “Representative”) from time to time;

NOW THEREFORE in consideration of the sum of Ten (\$10.00) Dollars and for other good and valuable consideration paid to the Notary/Lawyer, the receipt and sufficiency of which is hereby acknowledged, the Firm and Notary/Lawyer hereby agree as follows:

1. The recitals set forth above are acknowledged to be true both in substance and fact.
2. On behalf of the Insurer, the Notary/Lawyer will obtain from his or her clients receiving TitlePLUS coverage (the “Client”) all charges (including premiums, processing fees and applicable taxes) (the “TitlePLUS Charge”) for TitlePLUS policies where assistance is being provided to the client by the Notary/Lawyer, in accordance with the rates established by the Insurer from time to time. Notice of the TitlePLUS Charge shall be given to the Notary/Lawyer upon the TitlePLUS policy being ordered. Any monies received by the Notary/Lawyer or Firm on account of a TitlePLUS Charge shall constitute trust monies to be held in trust for the Client before issuance of the TitlePLUS policy and for the Insurer after issuance of the TitlePLUS policy. The Firm and Notary/Lawyer acknowledge that the processing fees referred to herein are fees that a third party technology company charges the Notary/Lawyer for use of the Website, whether used by the Notary/Lawyer directly or by the Insurer/Representative on the Notary/Lawyer’s behalf. The Insurer invoices for and collects this processing fee as agent on behalf of the third party technology company.
3. The Firm and Notary/Lawyer acknowledge that Schedule “B” annexed hereto (entitled “Payment Options”) establishes an account with the Insurer (if not previously established by the Firm) for purposes of payment of the TitlePLUS Charge, which payment shall be made by debit to such account unless otherwise stipulated by the Insurer. The Firm and the Notary/Lawyer agree that payment of the TitlePLUS Charge will be made by debit to the method of payment chosen below, such debit occurring on the next business day following issuance of the TitlePLUS policy by the Insurer. The Firm and the Notary/Lawyer shall be responsible for any costs incurred by the Insurer in collecting the TitlePLUS Charge (including, without limitation, any NSF charges, rejected credit cards charges, and reasonable administrative costs).
4. The Firm and Notary/Lawyer acknowledge that it is in the best interest of the Firm, Notary/Lawyer and Insurer for the Insurer to perform due diligence concerning the Firm and Notary’s/Lawyer’s background and experience. The Firm and Notary/Lawyer further acknowledge that they benefit from the efficiencies in the due diligence process that are possible when the Insurer and other similarly-situated entities in the title insurance/mortgage industry exchange information about their experiences in doing business with individual professionals and firms/companies such as the Firm and Notary/Lawyer. Therefore, the Firm and Notary/Lawyer hereby consent and give the Insurer permission to submit the name of the Firm, Notary/Lawyer and any and all employees of that firm for screening through any and all mortgage and/or insurance industry background databases, including, without limitation, databases operating as the Real Estate Data Exchange. The Firm and Notary/Lawyer understand that the Insurer performs quality control

¹ Applicable in the province of Québec.

² Assurance LAWPRO is a registered name used in Québec by Lawyers’ Professional Indemnity Company.

reviews of the title insurance applications that the Notary/Lawyer submits to the Insurer. The Firm and Notary/Lawyer understand and hereby consent to the release and exchange of information about any title insurance application that is believed to contain misrepresentations and/or irregularities. The Firm and Notary/Lawyer agree and give their consent that they and their employees may be named as the originating entity on such title insurance applications, whether or not the Firm, Notary/Lawyer or its employees are implicated in misrepresentations and/or irregularities. The Firm and Notary/Lawyer hereby release and agree to hold harmless the Insurer, any said background databases and their operators, subscribers, and any trade associations that endorse such background databases from any and all liability for damages, losses, costs, and expenses that may arise from the reporting or use of any information submitted by the Insurer or any other such background database subscribers to such background databases, recorded in such background databases, and used in any way by the Insurer or any other such background database subscriber.

5. Subject to paragraph 6 below or as otherwise set out in this Agreement:
 - (a) the Notary/Lawyer shall have no liability for any costs, expenses or legal fees incurred in connection with any claim made under the TitlePLUS policy or for any judgment, award or sum paid in compromise or settlement of any claim asserted by or on behalf of an insured under a TitlePLUS policy; and
 - (b) The Insurer waives any rights of subrogation it may have against the Notary/Lawyer in respect of any or all of the foregoing matters.

6. The Notary/Lawyer shall be liable to the Insurer for any loss resulting from:
 - (a) the Notary's/Lawyer's failure to comply with the terms of this Agreement or the instructions of the Insurer because of his/her intentional act or omission or gross negligence; and/or
 - (b) any fraudulent act or omission by the Notary/Lawyer.

7. The parties have requested that these terms and all documents contemplated hereby be drawn up in English. Les parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soient rédigés en anglais.

SIGNED AT _____ *on the first date written above.*

_____ (the "Firm")

Per:

SCHEDULE “A”

NOTARIES/LAWYERS – PARTIES TO AGREEMENT

Each Notary/Lawyer signing this Agreement as a party, on an individual, personal basis:

- (a) warrants and represents to the Insurer that neither individually nor as part of a law firm or other entity where he/she undertook real estate conveyancing has he/she been advised, learned or deduced, directly or indirectly, that any title insurer currently or in the past licensed to issue title insurance policies in Canada or any province/territory thereof (a “Title Insurer”) will not accept further policy applications (i) from him/her, or (ii) where he/she is providing a certificate of title;
- (b) consents to the Insurer in its sole discretion, before or after entering this Agreement, requesting and obtaining information (including, if relevant, personal information of the Notary/Lawyer) from any Title Insurer from time to time (i) confirming the foregoing warranty and representation, and/or (ii) regarding the number and type of claims received, on a statistical basis, that have resulted from the Notary’s/Lawyer’s past clients’ policy applications to the Title Insurer;
- (c) warrants and represents to the Insurer that he/she has never been involved in an errors and omissions claim unless he/she has so indicated below and completed Schedule “C” to this Agreement, in which case he/she further warrants and represents that he/she has provided complete disclosure of all details of all such claims;
- (d) consents to the Insurer in its sole discretion, before or after entering this Agreement, requesting and obtaining information (including, if relevant, personal information of the Notary/Lawyer) from any Errors and Omissions Insurer from time to time confirming the foregoing warranties and representations;
- (e) acknowledges that the information received by the Insurer pursuant to the above-noted inquiries may result in the Insurer in its sole discretion declining to accept any or further policy applications from the Notary’s/Lawyer’s clients, in addition to any other rights that the Insurer may have under this Agreement; and
- (f) acknowledges having received a copy of the LAWPRO Personal Information Statement for Québec Notaries/Lawyers and consents to the collection, use and disclosure of personal information as set out in such Statement.

Name/email address of Notary/Lawyer (please print)	I do NOT wish to receive referrals from the Insurer ³	Have you ever been involved in an Errors and Omissions Claim or bankruptcy proceeding?	Chambre/Barreau ID No.	Signature (both as to this Agreement and Schedules)
Name: Email:	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete Schedule “C”		<i>please sign here:</i> <input type="checkbox"/> Notary <input type="checkbox"/> Lawyer
Name: Email:	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete Schedule “C”		<input type="checkbox"/> Notary <input type="checkbox"/> Lawyer
Name: Email:	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete Schedule “C”		<input type="checkbox"/> Notary <input type="checkbox"/> Lawyer
Name: Email:	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete Schedule “C”		<input type="checkbox"/> Notary <input type="checkbox"/> Lawyer
Name: Email:	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete Schedule “C”		<input type="checkbox"/> Notary <input type="checkbox"/> Lawyer

(continued...)

³ The Insurer cannot guarantee the number of referrals, if any, that any individual Notary/Lawyer will receive.

SCHEDULE "A"

(continued)

Please print:

The Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

E-Mail: _____

Authorized Staff-Members

If you wish, you may list the names of staff members who are authorized to communicate with the Insurer or the Representative regarding TitlePLUS applications. This is optional, but may reduce our need to contact Notaries/Lawyers directly for authorization. This list may be updated verbally or in writing by the Notary/Lawyer as necessary.

1. _____

2. _____

3. _____

SCHEDULE "B"

PAYMENT OPTIONS

The Notary/Lawyer hereby chooses the following method of payment:

- Credit Card [complete sub (a) below]
- Pre-authorized Debit [complete sub (b) below] (Note: Chambre/Barreau Rules/Regulations generally do not allow trust accounts to be used for this purpose)

(a) Credit Card Information (complete only if paying TitlePLUS Charge by Credit Card)

- Visa
- MasterCard
- Amex

Card No.: _____
Expiry: _____
Signature: _____
Cardholder's Name: _____
Date (mm/dd/yyyy): _____/_____/_____

(b) Pre-authorized Debit Information (complete only if paying TitlePLUS Charge by Pre-authorized Debit)

Attach an unsigned cheque from the account to be debited. Do not sign the cheque. Mark "void" across the face of the cheque.

The undersigned account-holder authorizes the Insurer, Assurance LAWPRO, to withdraw the appropriate amount on account of the TitlePLUS Charge as incurred from the undersigned's designated account and financial institution indicated on the attached cheque. The undersigned acknowledges that the Insurer does not charge for this service, but the designated financial institution may. The undersigned also agrees that if he/she intends to change how the TitlePLUS Charge is paid or to cancel this agreement, he/she must first contact the TitlePLUS Customer Service Group at 1-800-410-1013 (fax 1-800-286-7639) within ten days before the next Pre-Authorized Debit (PAD) is to be issued. The undersigned has read, understands and accepts all of the terms and conditions listed below:

- 1) The undersigned hereby acknowledges that this authorization is provided for the benefit of the Insurer and undersigned's financial institution, and is provided in consideration of the agreement of the undersigned's financial institution to process debits against undersigned's account in accordance with the rules of the Canadian Payments Association;
- 2) The undersigned hereby certifies that the information provided in the authorization is correct, that all persons whose signatures are required to sign on this account have signed this agreement below and that undersigned will notify the Insurer, prior to the next due date of the PAD in the event of any changes;
- 3) The undersigned hereby certifies that the designated bank account is in good standing, with sufficient funds to cover the payments as they come due;
- 4) The undersigned acknowledges that the Website or any documents provided by the Insurer shall constitute pre-notification of the amount and due date of the PAD and that the due date shall be as provided in the Agreement;
- 5) All payments will be drawn on Canadian financial institutions only, and will be withdrawn in Canadian funds.

Signature: _____
Date (mm/dd/yyyy): _____/_____/_____

SCHEDULE "C"

DISCLOSURE OF ERRORS AND OMISSIONS CLAIMS HISTORY

NOTE: This Schedule must be completed by each Notary/Lawyer that has ever been involved in an errors and omissions claim or bankruptcy proceeding. Attach additional sheets if necessary

Name of Notary/Lawyer: _____

Provide a brief description of each claim/bankruptcy in the past five years. For each claim, include: (1) area of law; (2) date of error; (3) details of claim; and (4) any amounts paid.

Name of Notary/Lawyer: _____

Provide a brief description of each claim/bankruptcy in the past five years. For each claim, include: (1) area of law; (2) date of error; (3) details of claim; and (4) any amounts paid.

Name of Notary/Lawyer: _____

Provide a brief description of each claim/bankruptcy in the past five years. For each claim, include: (1) area of law; (2) date of error; (3) details of claim; and (4) any amounts paid.

Name of Notary/Lawyer: _____

Provide a brief description of each claim/bankruptcy in the past five years. For each claim, include: (1) area of law; (2) date of error; (3) details of claim; and (4) any amounts paid.

LAWPRO[®] Personal Information Statement for Québec Notaries/Lawyers⁴ (Ongoing Collection, Use and Disclosure by LAWPRO of Personal Information Commencing 2008)

Assurance LAWPRO^{®5} ("LAWPRO") collects, uses, discloses and maintains the information provided in the notary's/lawyer's application forms and otherwise collected from third parties in connection with the notary's/lawyer's application for LAWPRO's optional insurance programs (or which may be provided verbally or in writing at other times prior to or after commencement of policy coverage) for a number of purposes fundamental to operating LAWPRO's optional insurance programs. The information may be provided by the applicant notary/lawyer, the Chambre des notaires du Québec (the "Chambre"), the Barreau du Québec (the "Barreau"), or by a firm with whom the applicant notary/lawyer has, had or intends to have a relationship, such that the applicant notary/lawyer is, was or is to be named as an insured in an insurance policy of such firm.⁶

All personal information provided to and/or maintained by LAWPRO is used in respect of LAWPRO optional programs, to the extent needed for the purposes stated below:

Optional insurance programs

For optional insurance programs operated by LAWPRO in which the applicant notary/lawyer:

- participates or has participated; or
- applies to be, is, was or is to be named as an insured,

personal information may be used:

- to establish insurance coverage;
- to determine and collect premiums and other amounts owing;
- to underwrite and rate the insurance programs, including the development of statistics for underwriting and risk management purposes;
- to detect and prevent fraud;
- to handle claims, including determining the extent of insurance coverage (if any) and investigating, evaluating, negotiating, litigating and/or resolving claims; or
- for such other purposes as are later specifically identified to the applicant notary/lawyer and to which he or she gives his or her consent.

Risk management

Personal information may be used to provide information to or contact the applicant notary/lawyer, the firm and/or its staff regarding:

- the insurance programs and other loss control programs/initiatives operated by LAWPRO; or
- methods of reducing or managing risk associated with legal practice.

Passwords

Personal information may be used to establish passwords that enable the applicant notary/lawyer, the firm and/or its staff to access secure technology systems operated by LAWPRO, its partners or agents.

Reinsurance and Regulatory requirements

Personal information may be used by LAWPRO to:

- obtain reinsurance and comply with reporting and auditing requirements of reinsurers; or
- fulfill LAWPRO's regulatory, other legal, and accounting obligations.

⁴ Applicable to notaries/lawyers in Québec. For lawyers in Ontario, please consult the Personal Information Statement applicable to your province. For lawyers in all other Canadian jurisdictions, please consult the Personal Information Statement for Canadian Lawyers. All personal information statements are available at lawpro.ca.

⁵ Assurance LAWPRO is a registered name used in Québec by Lawyers' Professional Indemnity Company.

⁶ In this Statement, (a) "firm" includes all forms of partnerships, associations and law corporations, and (b) "firm" and "applicant notary/lawyer" include the plural version, where applicable.

In respect of LAWPRO's optional programs, LAWPRO may disclose the applicant notary's/lawyer's personal information to the following entities from time to time:

- the Chambre/Barreau (as applicable),
 - to enable the Chambre/Barreau to fulfill its regulatory obligation to maintain membership status records, undertake audits and regulate the profession insofar as the personal information relates to insurance status and transaction levy information, if applicable; or
 - to apprise the Chambre/Barreau of any activities considered by LAWPRO to be dishonest or criminal or which may have had, or may have, the effect of causing serious damage as a consequence of an apparent breach of the Code of ethics of advocates/Code of ethics of notaries;
- third parties involved in a claim (including counsel, adjusters, experts, mediators and adjudicators, other insurers and any compensation fund operated by the Chambre/Barreau) reported to LAWPRO as the insurer, where the applicant notary/lawyer and/or the firm is a party to the claim and to the extent disclosure of the personal information is necessary for handling of the claim;
- regulatory bodies having jurisdiction over insurance and financial service companies, to the extent they require disclosure of, or access to, personal information;
- a firm where the applicant notary/lawyer is, has been, or intends to be a partner, associate, employee, sole practitioner, "of counsel" or in association (or officer, director or shareholder of the management company of such firm), to the extent that the personal information is relevant to any optional insurance coverage of such firm in which the applicant notary/lawyer is, was or is to be named as an insured; or
- with respect to name and contact details only, members of the public, lenders and real estate agents seeking names of TitlePLUS[®] eligible notaries/lawyers, if the applicant notary/lawyer is a TitlePLUS eligible notary/lawyer and has not advised LAWPRO in writing that he/she does not wish to receive referrals.

If previously, now or in the future the applicant notary/lawyer:

- participates or has participated; or
- applies to be, is, or is to be named as an insured,

in any optional LAWPRO program, the applicant notary/lawyer consents to the collection, use and disclosure of personal information as set out in this Statement. This consent is an ongoing consent in respect of the current and all future policy years for information previously, now or in the future provided to and/or maintained by LAWPRO as set out in this Statement, and binds heirs and estate trustees. If LAWPRO intends to collect, use or disclose the personal information in any manner other than as set out in this Statement in respect of the LAWPRO optional programs, it will, if required by law:

- communicate such change to this Statement by broadcast e-mail, letter or posting on the LAWPRO Website and consent to such change will be implied; or
- for use or disclosure situations unique to an individual applicant notary/lawyer, communicate directly with such applicant notary/lawyer and obtain appropriate consent.

LAWPRO will establish an insurance file about the applicant notary/lawyer for the purposes described above, which file shall be accessible through the offices of our insurance representative. For current contact information, visit www.lawpro.ca/quebecrepresentative.

Last updated on January 8, 2008