



SUBSCRIPTION AGREEMENT¹

Made in duplicate this _____ day of _____, 20_____.

BETWEEN:

ASSURANCE LAWPRO^{®2} ("LAWPRO")

– and –

(Insert firm name)

with an office at _____ (the "**Firm**")
(Insert address)

– and –

THE NOTARY/NOTARIES AND/OR LAWYER(S) NAMED IN SCHEDULE "A" ANNEXED HERETO

who are partners of or employed by the Firm (with each of said notaries/lawyers being individually referred to as the "**Notary/Lawyer**" and with the Firm and each Notary/Lawyer being collectively referred to as the "**Subscriber**")

WHEREAS LAWPRO[®] has developed a form of insurance known as "**TitlePLUS**" and is licensed to provide same in all Canadian jurisdictions;

AND WHEREAS LAWPRO maintains websites for creating TitlePLUS[®] policy applications, including titleplus.lawyerdonedeal.com (with any such websites being individually and collectively referred to as the "**Website**") which is currently accessible through the portal Website, www.lawyerdonedeal.com;

AND WHEREAS the Firm wishes to use the Website (as available) to create TitlePLUS policy applications on behalf of clients, from time to time;

AND WHEREAS the Firm may in certain circumstances need to order TitlePLUS policies from LAWPRO from time to time on a manual basis, whether by phone, fax, other non-automated underwriting system approved by LAWPRO and/or its appointed insurance representative (the "**Representative**");

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 each Notary/Lawyer has been informed by LAWPRO of the key underwriting and due diligence requirements for the use of the Website;

AND WHEREAS LAWPRO has designed a program (the "**New Home Program**") within the Website, pursuant to which LAWPRO will make arrangements regarding certain new residential subdivisions and condominiums (the "**Participating Development(s)**") to streamline the requirements for the Notary/Lawyer acting on behalf of a purchaser of property in such developments;

NOW THEREFORE in consideration of the sum of Ten (\$10.00) Dollars and for other good and valuable consideration paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

ACCURACY OF RECITALS

1. The recitals set forth above are acknowledged by the party making same to be true both in substance and in fact.

USE OF THE WEBSITE

2. LAWPRO grants to each Notary/Lawyer a non-exclusive, non-transferable, limited personal licence to access and use the Website to make application for TitlePLUS policies upon such Notary/Lawyer meeting all training and other requirements in LAWPRO's sole and absolute discretion.

¹ Applicable in the province of Québec.

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

3. If the Subscriber elects to use the Website, its use shall be at the Subscriber's sole expense and risk and LAWPRO makes no representation or warranty regarding the operation of the Website for any purpose other than making application for TitlePLUS coverage over the Website.
4. Each Notary/Lawyer will be assigned a unique user identification (the "User ID") and password from LAWPRO, both of which will be required in order to complete a policy application.
5. Only the Subscriber, or such people authorized and supervised by the Subscriber, may access the Website through the User ID and password. The Subscriber shall be responsible for the security of all passwords and User IDs.
6. The Subscriber shall use the Website strictly in accordance with the terms and provisions of this Agreement, the lawful requirements of any applicable governmental authorities, such rules of professional conduct as may be issued by the Chambre/Barreau, and the instructions and requirements issued by LAWPRO from time to time, including without limitation:
 - (a) any LAWPRO-approved training materials;
 - (b) any instructions communicated through the Website; and
 - (c) any instructions from or by an authorized LAWPRO representative;(collectively referred to as the "Instructions") on the express understanding that the Instructions may be amended or varied (in whole or in part) on one or more occasions by LAWPRO and/or the Representative either in writing or through direct verbal communications with the Notary/Lawyer.
7. Certain materials and features may be added to or withdrawn from the Website without prior notice to the Subscriber. The Subscriber shall take all reasonable steps to ensure that the Website is not tampered with in any fashion, including without limitation, any attempts to translate, reverse engineer, decompile, disassemble, modify, or merge the Website with any other system.
8. The term "Website" as used in this Agreement is deemed to include any other web-based TitlePLUS policy application system (in addition to or in replacement of titleplus.lawyerdoneal.com) as may be approved by LAWPRO from time to time, in its sole and absolute discretion.
9. The Subscriber acknowledges and agrees that it has no right or entitlement under this Agreement to the use of the business name, logo, and related trademarks of LAWPRO or any of their licensors or suppliers (collectively referred to as the "Trademarks"). In order to use one or more of the Trademarks, the Subscriber must inform LAWPRO in writing of the Subscriber's intent to use it and receive written approval from LAWPRO.

NOTARY/LAWYER'S ROLE IN TITLEPLUS PROGRAM

10. Each Notary/Lawyer specifically acknowledges and agrees that:
 - (a) he/she will only use the TitlePLUS functionality within the Website in connection with the submission of applications by Clients (as defined below) for TitlePLUS policies;
 - (b) he/she will provide purchasers on a timely basis with such disclosure information as specified by LAWPRO and/or the Representative and a sample copy of the TitlePLUS policy in order to assist them in determining the best option available for protecting their interests arising from the purchase of their property;
 - (c) subject to paragraph 10(e) below, he/she will ensure that the policyholder is properly informed of coverage and that coverage becomes active as of the policy date once the policy is issued;
 - (d) he/she will send the issued policy to the policyholder(s);
 - (e) he/she will advise the Representative of any questions from the policyholder(s);
 - (f) TitlePLUS policies are only issued by LAWPRO if LAWPRO has approved an application prior to closing submitted through the Website, whether directly by the Subscriber or by the staff of LAWPRO or by the Representative on the Subscriber's behalf;
 - (g) he/she will not purport to create, generate or distribute any TitlePLUS policies that are not issued by LAWPRO through the Website, whether directly by the Subscriber or by the staff of LAWPRO or by the Representative on the Subscriber's behalf;
 - (h) he/she will respond to all inquiries generated through the Website and provide all requisite information requested by said system;
 - (i) the provision of full responses and information to the Website, including the completion of all requisite data fields and inquiries, on or before a request for issuance of a policy will constitute a certificate of title from the Notary/Lawyer (on behalf of the Client as defined below) to and in favour of LAWPRO in respect of each property for which an application for TitlePLUS insurance is submitted;
 - (j) notwithstanding the provision of said certificate of title, the Notary/Lawyer will be representing the purchaser(s) and the mortgagee(s) (if applicable) (collectively referred to as the "Client") of the property in the real estate transaction(s) giving rise to the issuing of a TitlePLUS policy and not representing LAWPRO, and shall be obliged to exercise care and judgment on behalf of his or her Client in accordance with the standards of a prudent Notary/Lawyer in the province of Québec;
 - (k) he/she will be directly responsible for all applications made and TitlePLUS policies issued under the Notary/Lawyer's name, User ID and password, notwithstanding that access to and use of the Website may have been undertaken by one or more people authorized and supervised by the Subscriber as described above; and
 - (l) he/she will request issuance of the TitlePLUS policy through the Website, whether directly by the Subscriber or by the staff of LAWPRO or by the Representative on the Subscriber's behalf, within 60 (sixty) days of the actual closing date of the transaction.
11. Within the New Home Program, LAWPRO shall provide to the Notary/Lawyer certain general information and responses necessary to complete a TitlePLUS application (the "Program Responses"), so that the Notary/Lawyer does not have to complete inquiries or

investigations except those specifically set out in the New Home Program. The Notary/Lawyer's obligations under paragraphs 10(h) and (i) of this Agreement are deemed to be fulfilled by the completion of the TitlePLUS application using the Program Responses, but only in respect of the questions and inquiries addressed by the Program Responses.

12. Notwithstanding the provisions of paragraphs 22 and 24 of this Agreement, the Notary/Lawyer will not be obligated to carry out any searches or inquiries that are obviated by the Program Responses, nor maintain records in respect thereof.
13. It is hereby acknowledged and agreed that the Notary/Lawyer is not retained or employed by (or acting as an agent on behalf of) LAWPRO or the Representative. Each Notary/Lawyer further acknowledges and agrees that:
 - (a) in the event of any dispute arising between any Client and LAWPRO or the Representative, the Notary/Lawyer will not act for any of the parties in relation to such dispute; and
 - (b) no information in respect of the same transaction or the property insured under a TitlePLUS policy that is received by the Notary/Lawyer in connection with LAWPRO issuing a TitlePLUS policy can be treated as confidential in so far as any Client or LAWPRO or the Representative is concerned;provided however that the provisions of this paragraph will not, under any circumstances, prevent the Notary/Lawyer from acting for the Client in the completion of such real estate transaction and the Notary/Lawyer is hereby specifically authorized to do so by LAWPRO.
14. The Subscriber shall not, without the prior written approval of LAWPRO and/or its appointed licensed insurance adjuster (the "Adjuster"):
 - (a) incur accounts or debts chargeable to LAWPRO and/or the Representative;
 - (b) adjust any claims for loss under a TitlePLUS policy;
 - (c) accept service of an originating document in a legal proceeding against LAWPRO and/or the Representative; or
 - (d) alter forms furnished by LAWPRO and/or the Representative.

LAWPRO'S ROLE IN TITLEPLUS PROGRAM

15. LAWPRO agrees to provide TitlePLUS coverage to the Subscriber's Clients from time to time upon proper application being made to and accepted by LAWPRO through the Website, whether directly by the Subscriber or by staff of LAWPRO or the Representative on the Subscriber's behalf, provided that the Subscriber complies with all terms of this Agreement.
16. In furtherance of the foregoing, LAWPRO (whether directly or via the Representative) shall advise the Subscriber with reasonable promptness of its decision regarding acceptance or rejection of an application for TitlePLUS coverage.
17. **LAWPRO SHALL NOT BE LIABLE FOR ANY COSTS, CLAIMS, AND/OR DAMAGES ARISING FROM ITS INABILITY TO PROCESS APPLICATIONS FOR TITLEPLUS POLICIES AND/OR ISSUE TITLEPLUS POLICIES DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL.**

ACCESS TO TITLEPLUS WEBSITE

18. The Subscriber shall be solely responsible for arranging on-line remote access at its sole cost and expense and for the acquisition, installation and operation of all necessary hardware, software and communications configuration at the Subscriber's location, required for the proper operation of the Website. The use of such equipment shall be at the Subscriber's sole expense and risk and LAWPRO makes no representation or warranty regarding the operation of the Website on, and/or the adequacy or fitness of, said equipment for any of the purposes set out herein.

PAYMENT OF THE TITLEPLUS PREMIUM

19. The Notary/Lawyer will receive from the Clients on behalf of LAWPRO all charges (including premiums, processing fees and applicable taxes) (the "TitlePLUS Charge") for TitlePLUS policies delivered by the Notary/Lawyer, in accordance with the rates established by LAWPRO from time to time, notice of which will be given to the Notary/Lawyer through the Website or upon ordering if the policy is being ordered on a manual basis. Any monies received by the Subscriber 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 LAWPRO after issuance of the TitlePLUS policy. The parties acknowledge that the processing fees referred to herein are fees that a third party technology company charges the Subscriber for use of the Website, whether used by the Subscriber directly or by LAWPRO on the Subscriber's behalf. LAWPRO invoices for and collects this processing fee as agent on behalf of the third party technology company.
20. The Notary/Lawyer must issue the TitlePLUS policy within 60 (sixty) days of the actual closing date of the transaction. Once a TitlePLUS policy is issued, the Notary/Lawyer will be responsible to LAWPRO for payment of the TitlePLUS Charge. In the event of any failure by the Notary/Lawyer to promptly remit such funds to LAWPRO in accordance with the provisions hereof and the rules of the Chambre/Barreau (as applicable) governing trust funds, the Notary/Lawyer shall be in breach of this Agreement.
21. The Subscriber acknowledges that Schedule "B" annexed hereto (entitled "Payment Options") establishes the Subscriber's account with LAWPRO for purposes of payment of the TitlePLUS Charge, which payment shall be made by debit to such account unless otherwise stipulated by LAWPRO. The Subscriber further acknowledges that the TitlePLUS Charge for any policy issued by LAWPRO will be debited to the Subscriber's account:
 - (a) on the fifth of the month following the month of issuance in the case of policies requested using the Website; and
 - (b) on the next business day following issuance of the policy by LAWPRO in the case of policies requested on a manual basis.

The Subscriber shall be responsible for any costs incurred by LAWPRO in collecting the TitlePLUS Charge, including without limitation any NSF charges, rejected credit cards, and reasonable administrative costs for reinstating a delinquent Subscriber. LAWPRO reserves the right to alter the method of payment set out above on notice to the Subscriber.

MAINTENANCE OF RECORDS AND AUDIT RIGHTS

22. The Notary/Lawyer shall keep all title searches, acknowledgments, letter search responses and/or other documents which have been relied upon in connection with the issuance of TitlePLUS policies. The Notary/Lawyer shall comply fully with any rules of professional conduct of the Chambre/Barreau, as applicable, in respect of title search documentation.
23. The Notary/Lawyer will keep safely in the Notary/Lawyer's possession any materials or documents provided by LAWPRO and/or the Representative which are clearly identified as being the property of LAWPRO including, but not limited to, all training materials, policies, endorsements, forms and other supplies furnished to the Notary/Lawyer by LAWPRO and/or the Representative.
24. The Subscriber agrees that at any reasonable time or times, the Subscriber will permit to be examined and copied by LAWPRO and/or the Representative (at LAWPRO's cost and expense, unless otherwise provided herein) all books, searches, abstracts and other records of the Subscriber (including without limitation electronic records) relating to any TitlePLUS coverage issued by LAWPRO or in respect of which an application has been submitted to LAWPRO by the Subscriber. Such right of examination shall not extend to records which do not relate to applications for TitlePLUS coverage or the property affected thereby. In addition, LAWPRO and/or the Representative shall be entitled to examine at any reasonable time or times all financial records, statements and ledgers of the Subscriber (including without limitation, any trust ledgers or similar records relating to the use and management of trust monies by the Subscriber) affecting Clients for whom applications for TitlePLUS coverage have been made.

SUBSCRIBER'S ROLE RE: CLAIMS

25. The Subscriber shall (without any cost or charge whatsoever to LAWPRO) advise LAWPRO and/or the Adjuster promptly in writing of any claim, possible claim or defect that comes to the Subscriber's attention (whether it is made in connection with legal proceedings or otherwise) in respect of TitlePLUS coverage issued by LAWPRO upon application of any Notary/Lawyer on behalf of a Client. In connection with such matters and also without charge to LAWPRO and/or the Adjuster, the Subscriber shall:
 - (a) forward to LAWPRO, or as it may direct, copies of all search notes and other documentation; and
 - (b) provide all reasonable assistance and information to assist LAWPRO with its investigation, adjustment or contestation of any such claim or defect, including without limitation attending at meetings or discoveries, providing affidavits or statutory declarations or giving oral testimony;as may be requested from time to time by LAWPRO and/or the Adjuster. Notwithstanding anything contained herein, this obligation does not require the Subscriber to act for LAWPRO or to give LAWPRO legal advice in relation to a claim by one or more Clients under a TitlePLUS policy.
26. Subject to paragraph 27 below or as otherwise set out in this Agreement:
 - (a) the Subscriber 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) LAWPRO waives any rights of subrogation it may have against the Subscriber in respect of any or all of the foregoing matters.
27. The Subscriber shall be liable to LAWPRO for any loss resulting from:
 - (a) the Subscriber's failure to comply with the terms of this Agreement or the Instructions because of his/her intentional act or omission or gross negligence; and/or
 - (b) any fraudulent act or omission by the Subscriber.

TERMINATION OF THE LICENSE

28. Subject to the terms and provisions of paragraph 29 below, the License granted to the Subscriber herein (and the Subscriber's corresponding entitlement to apply for TitlePLUS policies on behalf of his/her Client) may be revoked by LAWPRO or released by the Subscriber at any time by a written notice of intention to revoke or release (as the case may be) served in the manner set out in this Agreement. Any release or revocation by the Subscriber or LAWPRO shall take effect immediately upon receipt of the notice delivered in the manner specified in this Agreement.
29. Upon revocation or release of the License in the manner described above, the Subscriber shall:
 - (a) no longer have access to the Website;
 - (b) furnish to LAWPRO a complete accounting of TitlePLUS Charges owing, if any, and settle any outstanding amounts; and
 - (c) return to LAWPRO all materials related to the Website which are the property of LAWPRO;provided however that the revocation or release of the License shall not affect the Notary/Lawyer's obligations to LAWPRO, or the benefits arising out of paragraphs 12 and 26 herein, in respect of any approvals for the issuance of a TitlePLUS policy and/or TitlePLUS policies issued by LAWPRO prior to such revocation or release.

AMENDMENTS TO SCHEDULE "A"

30. The parties hereto acknowledge and agree that Schedule "A" annexed to this Agreement may be amended from time to time in order to add or delete one or more Notaries/Lawyers therefrom. Any such addition or deletion shall be effected through notice in writing delivered by the Firm to LAWPRO. Moreover, where one or more additional Notaries/Lawyers are intended to be included in Schedule

“A,” an acknowledgment (in LAWPRO’s standard form executed by each Notary/Lawyer being added to Schedule “A”) shall be included with the notice in order for such amendment to Schedule “A” to have effect. Upon the delivery of the requisite notice (and acknowledgment, if applicable), Schedule “A” shall be deemed to have been amended whereupon:

- (a) all of the terms and provisions of this Agreement shall apply to each Notary/Lawyer added to Schedule “A” as if said Notaries/Lawyers were original signatories hereto; and
- (b) the License termination provisions of this Agreement shall apply *mutatis mutandis* to each Notary/Lawyer deleted from Schedule “A.”

TITLE AND RISK

31. Title to the Website, all associated business processes and all TitlePLUS documentation shall at all times remain with LAWPRO or its licensors and suppliers, and the Subscriber shall have no rights therein except as may be expressly granted by this Agreement. The TitlePLUS trademark, the Website and all TitlePLUS documentation are the sole property of LAWPRO or its licensors and suppliers and are protected by copyright and other intellectual property laws. Unauthorized access to, or reproduction, use and/or distribution of, the TitlePLUS trademark, the Website and any TitlePLUS documentation or any portion thereof may result in serious civil and criminal penalties and in prosecution to the full extent of the law. For the purposes of this Agreement, “**TitlePLUS documentation**” includes the contents of the TitlePLUS corporate website located at www.titleplus.ca, as amended from time to time.

NO WARRANTIES OR REPRESENTATIONS

32. **THE SUBSCRIBER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE WEBSITE HAS BEEN DESIGNED AND MADE AVAILABLE IN ORDER TO FACILITATE APPLICATIONS FOR, AND THE ISSUANCE OF, TITLEPLUS POLICIES AND THAT, WITH RESPECT TO THE TITLEPLUS FUNCTIONALITY, THE WEBSITE SHALL BE USED FOR NO OTHER PURPOSE. IN CONNECTION WITH THE FOREGOING AND EXCEPT FOR THE PURPOSE HEREINBEFORE STATED, LAWPRO MAKES NO REPRESENTATION OR WARRANTY (WHETHER EXPRESS OR IMPLIED) REGARDING THE QUALITY OR FITNESS FOR PURPOSE, WHETHER ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING, OF THE WEBSITE. LAWPRO SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS REVENUE OR FAILURE TO REALIZE EXPECTED SAVINGS OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF NOTICE OF SAME HAS BEEN PROVIDED TO LAWPRO.**

DUE DILIGENCE BY LAWPRO

33. The Firm and Notary/Lawyer acknowledge that it is in the best interest of the Firm, Notary/Lawyer and LAWPRO for LAWPRO 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 LAWPRO 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 LAWPRO permission to submit the name of the Firm, Notary/Lawyer and any and all employees of the 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 LAWPRO performs quality control 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 LAWPRO, 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 LAWPRO or any other such background database subscribers to such background databases, recorded in such background databases, and used in any way by LAWPRO or any other such background database subscriber.

NOTICE

34. Any notice desired or required to be given under this Agreement shall be in writing and shall be sent by personal delivery, by facsimile transmission or email to the parties at the following addresses:

To LAWPRO:

250 Yonge Street
Suite 3101
Toronto, Ontario
M5B 2L7

Attention: TitlePLUS Department

Fax: 1-800-286-7639 or 416-599-8341

Email: titleplus@lawpro.ca

To the Subscriber:

at the address set out on page 1 above

Fax/Email: to the fax number or email address set out on Schedule “A” below

or at such other address as the parties hereto may otherwise in writing advise. Any notice given in the manner set out in this paragraph shall be deemed to have been received on the date of personal delivery, on the next day (excluding Saturdays, Sundays and statutory holidays) following the date of facsimile transmission (provided a confirmation of transmission receipt is produced at the time of facsimile transmission) or on the next day (excluding Saturdays, Sundays and statutory holidays) following the date the email was sent.

MISCELLANEOUS

- 35. This Agreement is not assignable by the Subscriber without the prior written consent of LAWPRO. LAWPRO may unilaterally assign its rights and obligations (either in whole or in part and on one or more occasions) under this Agreement upon written notice of such assignment to the Subscriber. This Agreement is, however, binding on and enures to the benefit of any successors, heirs, executors and permitted assigns of the parties hereto. As of the date written above, this Agreement supercedes any preceding Subscription Agreements between the Subscriber and LAWPRO. All obligations of the Firm, the Subscriber and the Notary/Lawyer under this Agreement shall be joint and several.
- 36. This Agreement shall be read and governed by, and construed in accordance with, the laws of the Province of Ontario.
- 37. This Agreement constitutes the entire agreement between the parties with respect to the use of the Website and the right of the Notary/Lawyer to make application for TitlePLUS and except as provided in paragraph 30, any amendments must be made in writing and signed by all the parties.
- 38. This Agreement shall be read and construed with any changes in number or gender required by the context.
- 39. The terms and provisions of this Agreement are severable and distinct and if any term of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then such determination shall not impair the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.
- 40. 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

ASSURANCE LAWPRO

Per:

Kathleen A. Waters, President & CEO

Lisa M. Weinstein, Vice-President, TitlePLUS

_____ (the "Firm")
(Insert firm name)

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 LAWPRO that neither individually nor as part of a 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 jurisdiction 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 LAWPRO 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 policy applications to the Title Insurer;
- (c) warrants and represents to LAWPRO 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 LAWPRO 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 LAWPRO pursuant to the above-noted inquiries may result in LAWPRO in its sole discretion declining the Notary’s/Lawyer’s request to be a Subscriber and/or revoking the license granted in this Agreement, in addition to any other rights that LAWPRO 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 LAWPRO ³	Have you ever been involved in an Errors and Omissions Claim or bankruptcy proceeding?	Chambre/Barreau ID No.	Signature (both as to this Subscription 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

(cont’d...)

³ LAWPRO 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 LAWPRO or the Representative regarding TitlePLUS applications. This is optional, but may reduce our need to contact Subscribers directly for authorization. This list may be updated verbally or in writing by the Subscriber as necessary.

1. _____

2. _____

3. _____

SCHEDULE "B"

PAYMENT OPTIONS

Subscriber acknowledges that monies owing on account of the TitlePLUS Charge must be paid upon issuance of the TitlePLUS policy over the Website. Subscriber agrees to pay TitlePLUS Charges per transaction in accordance with the requirements of this Agreement, using 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 Charges 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 Charges 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 authorizes LAWPRO to withdraw the appropriate amount on account of TitlePLUS Charges per month from the undersigned's designated account and financial institution indicated on the attached cheque. The undersigned acknowledges that LAWPRO does not charge for this service, but the designated financial institution may. The undersigned also agrees that if it intends to change how the TitlePLUS Charges are paid or to cancel this agreement, the undersigned 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, accepts and understands all of the terms and conditions listed below:

- 1) The undersigned hereby acknowledges that this authorization is provided for the benefit of LAWPRO and undersigned's financial institution, and is provided in consideration of the agreement of the undersigned's financial institution to process debits against the 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 the undersigned will notify LAWPRO, 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 LAWPRO shall constitute pre-notification of the amount 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