

SECTION III

REQUIRED DOCUMENTS

When the system is hosted **inside** the establishment of the agency or the broker acting on his own account, the following documents must be provided:

- the backup procedure
- description of the site where backup copies are stored
- the procedure for granting and canceling system access
- logging models
- the media transfer procedure (paper to electronic, notably digitization)
- the document backup process
- the information sharing process
- the file transfer process
- the process for maintaining orphaned files (discontinued operation by broker or agency)
- the process for transferring files in the event of discontinued operation by provider
- Any other documentation offering assurance that the certification application addresses all of the conditions expressed in the document *Electronic or Digital Signature System – Technical specifications*
- A cheque made out to Organisme d'autoréglementation du courtage immobilier du Québec.
- A valid liability insurance policy with a recognized insurer offering the following coverage:
 - a minimum coverage of five hundred thousand (CDN \$500,000) Canadian dollars per occurrence of the risk, with a deductible not exceeding ten thousand (CDN \$10,000) Canadian dollars against hackers who may illicitly gain access to the hosted data, an error or omission on the part of your enterprise, its technicians, employees, representatives and individuals authorized to act on its behalf in the performance of their duties and including the rider against the risk of destruction, corruption, loss and other similar risks in respect of the hosted data;
 - a coverage in the amount of two million Canadian dollars (CDN \$2 million) in anticipation of any claim that may involve the company's liability towards the OACIQ.

When the system is hosted **outside** the establishment of the agency or the broker acting on his own account, the following additional documents must be provided:

- the management of access rights to the host site
- the security and protection of the computer infrastructure on the host site
- the security and logging of activity within the computer infrastructure
- the authentication process
- a demonstration of the application (operation)
- a demonstration of the process for granting and canceling access rights
- the document copying security process
- A copy of the contract between the service provider (designer or host) and the client (agency or broker acting on his own account), including the mandatory contract clauses, confidentiality undertakings and data security measures appended hereto.

SECTION IV

REQUIRED PAYMENT

Option 1

Audit of electronic document management system and required supporting documents.

Certification fee	\$5,000.00
GST (5%)	\$250.00
QST (9.975%)	\$498.75

Please attach cheque in the following amount: \$5,748.75

Option 2

Audits provided under Option 1, plus legal review of the mandatory contract clauses to ensure equivalency with those suggested.

Certification fee	\$7,000.00
GST (5%)	\$350.00
QST (9.975%)	\$698.25

Please attach cheque in the following amount: \$8,048.25

IMPORTANT: Certification is granted for a period of two (2) years, and is renewable automatically. Yearly maintenance fees of \$3,000, (plus applicable taxes), will be billed on the anniversary date of the signature of the certification agreement.

SECTION V

DECLARATIONS

The enterprise is the holder of valid intellectual property rights in respect of the EDM system and its components, and the system does not contravene any third-party copyright, patent, industrial design, trade secret or trademark.

The EDM system and its marketing do not contravene any non-competition agreement or clause that is enforceable against the enterprise, its employees or its representatives.

There exists no dispute or disagreement involving any past or present director, mandatary, or employee, by reason of a breach of the latter's duty to conduct themselves honestly and fairly in the interest of the enterprise, including any injury to reputation or violation of privacy.

The enterprise, its directors, partners, officers, or shareholders with at least fifty percent (50%) of the voting rights have not, within five (5) years preceding the date of this certification application, been found guilty of or charged with any criminal offence listed in Schedule I of *An Act respecting Contracting by Public Bodies* (R.S.Q. c C-65.1) nor been found guilty or charged by a foreign court, with an offence that, if committed in Canada, could have resulted in criminal or penal proceedings for an offence listed in Schedule I.

The enterprise also acknowledges that this application is not a certification agreement and that it is therefore not authorized to claim such certification in the absence of an agreement to that effect.

The information supplied in this application form and the enclosed documents is accurate.

I declare that I have read this document and have agreed to its terms, and that I am duly authorized for the purposes hereof.

X

APPLICANT'S SIGNATURE

DATE

Identification of signatory (please print):

SURNAME	GIVEN NAME

SECTION VI

SCHEDULE – MANDATORY CONTRACT CLAUSES

Preamble	WHEREAS the Client is an agency or broker within the meaning of the <i>Real Estate Brokerage Act</i> and the regulations thereunder and is subject to the supervision and control of the Organisme d'autoréglementation du courtage immobilier du Québec (the "OACIQ"), and its agencies and brokers are subject to the powers of the Syndic of the OACIQ;
Preamble	WHEREAS the Client is in possession of Confidential Information, including personal information, whose storage, use and destruction are subject to the regulations under the <i>Real Estate Brokerage Act</i> and the provisions of the <i>Act respecting the protection of personal information in the private sector</i> ;
Preamble	WHEREAS the Client is obligated to notify the persons concerned of the location where their personal information is stored;
Preamble	WHEREAS the Provider recognizes the importance of maintaining the confidentiality of Confidential Information, including personal information, and that any unauthorized disclosure thereof could cause substantial harm to the Client and those persons to whom such information pertains;
Preamble	WHEREAS the Client and the Provider, in accordance with their legal obligations, wish to agree upon obligations and procedures designed to ensure the preservation of the confidentiality of Confidential Information and personal information communicated to them in connection with the performance of this Contract;
Subcontractors	The Provider shall supervise the activities and obtain contractual undertakings from its subcontractors so as to ensure that the latter comply with the obligations stipulated in this Contract. Notwithstanding the terms of the agreements entered into by the Provider with its subcontractors, the Provider is responsible for the performance of all obligations undertaken pursuant to the Contract regarding the provision of services and the preservation of the confidentiality of Confidential Information and personal information, and the Provider hereby warrants to the Client that all such obligations shall be fully performed.
Partitioning of Information Assets	The Provider shall provide the services and store the Client's documents in such a way as to ensure the logical partitioning thereof. The parties acknowledge that this does not exclude using the storage facilities of a third party acting as a subcontractor of the Provider.

Dedicated equipment	<p><i>N.B. To the extent that the sensitivity of the information warrants and justifies higher costs, some providers offer dedicated equipment. If that option is selected, the following clause may be used:</i></p> <p>The Provider shall use dedicated equipment for the purposes of providing the services, in order to ensure the partitioning of the Information Assets of the Client. The parties acknowledge that this does not exclude using the storage facilities of a third party acting as a subcontractor of the Provider.</p>
Limitation of geographical location	<p>The Provider shall notify the Client of the geographic location of the facilities, equipment and systems used for the performance of the Contract and on which are stored the Client's applications and Information Assets, and shall use only such facilities and equipment that are located within the territorial boundaries of Canada or the United States of America.</p>
Notification and cooperation in the event of an official order or demand to have access to Confidential Information	<p>In the event that the Provider or one of its subcontractors receives a court order, subpoena or other administrative demand for the communication of Confidential Information, the Provider shall so notify the Client within four (4) hours.</p> <p>The Provider shall, to the extent permitted by law, verify the legality of the procedure for the issuance or obtaining of the order or demand, and shall either contest same or request the postponement of its execution, in order to allow the Client to review the substance of the order or demand and, if appropriate, to assert its rights or those of its clients.</p> <p>In the event that the Provider is unable to notify the Client of the order or demand in a timely manner, or cannot legally inform the Client thereof contemporaneously, the Provider shall so notify the Client as soon as it is legally allowed to do so.</p> <p>The Provider shall, to the extent permitted by law, maintain a record of all orders or demands seeking access to the Information Assets.</p>
Confidentiality security	<p>The Provider shall adopt and implement all appropriate security measures to maintain and protect the confidentiality, integrity and accessibility of the Information Assets, as well as reasonable measures to ensure controlled access thereto, authentication of users and operational continuity, which measures shall take into account the sensitivity of the information, the purpose for which it is being used, the quantity thereof and the medium on which it is stored. The rules and procedures so adopted must also seek to prevent security incidents and breaches, errors, malfeasance, and unauthorized disclosure or destruction of information. The Provider shall also adopt an audit mechanism for verifying compliance with such rules and procedures.</p>
Confidentiality security	<p>The Provider acknowledges that Information Assets and documents containing confidential information, including personal information gathered and stored by the Client in the course of its operations ("Confidential Information") will be communicated to it and that it will have access to such documents.</p> <p>The Provider further acknowledges that all Confidential Information remains the exclusive property of the Client or that the Client is the holder thereof within the meaning of the <i>Act respecting the protection of personal information in the private sector</i> (Québec), and that the Client may consequently reclaim documents containing Confidential Information, and that any unauthorized disclosure of Confidential Information could cause it substantial harm.</p>
Confidentiality security	<p>In performing the Contract, the Provider shall maintain the confidentiality of the Confidential Information and take all appropriate measures to that end at all stages of the performance of the Contract, including:</p> <ul style="list-style-type: none"> • Maintaining the confidentiality of user IDs, passwords and encryption keys in accordance with industry best practices; • Have any person assigned by the Provider to handle or process Confidential Information sign beforehand a confidentiality undertaking and an undertaking regarding security measures whose terms are consistent with those set out in Schedules "Confidentiality undertaking" and "Undertaking-Information security measures" and limit access, communication and disclosure of Confidential Information to such persons alone; • Use Confidential Information solely for the purposes for which it was communicated; • Cooperate with the Client and its clients, as the case may be, in order to allow those persons concerned to exercise their right to have access to and correct their personal information; • Cooperate with the Client for the purposes of erasing or destroying personal information and user profiles in accordance with the applicable retention schedule; • Cooperate with any investigation or audit concerning respect for the confidentiality of Confidential Information;
Right to verify	<p>The Provider acknowledges the Client's right to ensure that the obligations stipulated above and in the <i>Act respecting the protection of personal information in the private sector</i> and the <i>Real Estate Brokerage Act</i> are respected at all times, including the right to have access to the Provider's facilities if necessary, and the Provider undertakes to cooperate, together with the Client, in any investigation or audit by the relevant authorities.</p>
Notification and cooperation in the event that security is compromised	<p>The Provider shall notify the Client within four (4) hours of any unauthorised access, attempted unauthorised access, or breach of the confidentiality of Confidential Information, and of any incident that could jeopardize the security or confidentiality of Confidential Information.</p> <p>The Provider shall in addition take all necessary action to mitigate the risk of an ongoing breach, conduct an investigation in order to identify any vulnerabilities and take the necessary remedial measures to avoid a repetition of such an incident. The parties shall jointly analyze and manage the situation in order to minimize the risks and identify the relevant responders in light of the nature of the risk.</p>
Insurance	<p>The Provider shall take out and maintain in effect for the duration of the Contract, at its sole expense, with a recognized insurer, a professional liability insurance policy providing coverage of at least five hundred thousand (500,000) Canadian dollars per occurrence of the risk, with a deductible not exceeding \$10,000, covering without limitation loss and damage resulting from errors or omissions in the performance of the Contract. Such policy must also include equivalent coverage against the risk of hackers who may illicitly gain access to the Information Assets of the Client, as well as the risk of an error or omission attributable to the Client, and the risk of destruction, corruption, loss and other similar risks in respect of the Client's data, information and documents.</p>
Termination and destruction	<p>Upon the expiration or earlier termination of the Contract, the Provider shall return all Information Assets and Confidential Information to the Client within 30 days of the expiration or termination date, regardless of the nature of the information or the medium on which it is stored.</p>

I, the undersigned, _____ formally declare the following:

1. I am an employee of _____ or of one of its subcontractors and, as such, I have been assigned to the execution of the Service Contract between _____ and _____ (the "Contract");
2. I undertake, with no time limit, to keep absolutely secret, not to communicate or allow to be communicated to whomever, any information or document, irrespective of the medium, that is communicated to me or of which I become aware in or on the occasion of the performance of my duties, unless I have been duly authorized to do so by _____ or by one of its authorized representatives;
3. I also undertake, with no time limit, not to use any such information or documents for any purpose other than for purposes related to the performance of the Contract;
4. I undertake to promptly inform my superior of any breach of the confidentiality of the personal information communicated in the performance of the Contract and of any incident that may pose a risk of breach of the security or confidentiality of the personal information communicated in the performance of the Contract.
5. I have been informed that failure of the undersigned to honour all or part of this Confidentiality Undertaking will expose me or my employer to legal remedies, claims, suits and any other proceedings, by reason of the harm that might arise therefrom.
6. I confirm that I have read the terms of this undertaking and understand all of its implications.

In witness whereof I have signed at _____, this _____ 20_____.

per:

I, the undersigned, _____ formally declare the following:

1. I am an employee of _____ or of one of its subcontractors and, as such, I have been assigned to the execution of the Service Contract between _____ and _____ (the "Contract");
2. In the performance of the Contract, I undertake to abide by the security rules applicable at _____ and more specifically to:
 - never try to circumvent or render inoperative any security mechanism put in place;
 - protect the use of my username, knowing that I am liable for actions taken under this username;
 - only access the documents and data needed for performing my duties;
 - not use improperly or inappropriately the access privileges granted to me;
 - only use the communication and exchange mechanisms approved by _____;
 - promptly inform my superior of any breach of the confidentiality of the personal information communicated in the performance of the Contract and of any incident that may represent a risk of breach of the security and or confidentiality of the personal information communicated in the performance of the Contract.
3. I have been informed that failure of the undersigned to honour this undertaking will expose me or my employer to administrative or contractual measures by reason of the harm that may arise therefrom.
4. I confirm that I have read the terms of this undertaking and understand all of its implications.

In witness whereof I have signed at _____, this _____ 20_____.

per: