

## IDENTIFICATION AGENT AGREEMENT

**SERVUS Credit Union Limited ("SERVUS")** with its principal office located at 151 Karl Clark Road, Edmonton, AB T6N 1H5



-and-

\_\_\_\_\_ ("**Identification Agent**") with its principal office located at \_\_\_\_\_

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to the terms and conditions set out in this agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### 1. Purpose

This agreement constitutes a written agreement to take measures to ascertain identity as required by the regulations under the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (the "**Proceeds of Crime Act**"). Any terms used herein that are not otherwise defined shall have the meaning ascribed to them in the Proceeds of Crime Act.

### 2. Services

On request, the Identification Agent will provide SERVUS with the following identity verification services ("**Services**"):

#### (a) *Verifying Identity of Individuals*

The Identification Agent will meet face to face with any individual person or persons (collectively, the "**Client**") and will:

- i. examine the Client's original identification documents, which shall include at least one of the Client's
  - a. birth certificate,
  - b. driver's license,
  - c. provincial health insurance card (if such use of the card is not prohibited by the applicable provincial law),
  - d. passport or
  - e. any other similar documents that are permitted or required by the Proceeds of Crime Act.  
(the "**ID Documents**");
- ii. ensure that the ID Documents are valid and not expired;
- iii. using the ID Documents, obtain and record:
  - a. the Client's name, address, and date of birth,
  - b. the type and reference number of the ID Documents, and,
  - c. the place where any ID Document was issued.  
(the "**ID Information**").For greater certainty, the Identification Agent shall record *only* the ID Information and shall not photocopy the ID Documents;
- iv. enquire whether the Client is acting on behalf of a third party who has not been identified as a Client and if there is such a third party, obtain and record that third party's name, address and the nature of the relationship to the Client;
- v. accurately complete any forms that may be requested by SERVUS from time to time;
- vi. provide the completed forms and the ID Information to SERVUS; and
- vii. respond to any inquiries SERVUS may have with respect to the foregoing.

### 3. Indemnification

The Identification Agent will indemnify SERVUS against any claims, liabilities, damages, costs and/or reasonable expenses arising directly from the Identification Agent's negligent acts, errors or omissions in the performance of the Services.

#### **4. Confidentiality**

The Identification Agent acknowledges that any information it obtains pursuant to this agreement, including but not limited to personal information of any Client, is confidential ("**Confidential Information**"). The Identification Agent will not reveal to any third party any Confidential Information, either during or subsequent to the term of this agreement, and will comply with all applicable privacy legislation as well as SERVUS' Privacy Statement and Privacy Code. Upon termination of this agreement, the Identification Agent will promptly return to SERVUS any Confidential Information in the possession of the Identification Agent.

#### **5. Termination**

Either party may terminate this agreement at any time on 5 days' written notice to the other.

#### **6. Regulatory Requirements**

The parties acknowledge that SERVUS Credit Union is subject to a number of regulatory requirements. The Identification Agent agrees to provide its reasonable assistance to SERVUS in order to facilitate SERVUS' compliance with such regulatory requirements, including those issued by the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC).

#### **7. Assignment**

This agreement is not assignable by the Identification Agent. SERVUS reserves the right to assign this Agreement to any third party without the consent of the Identification Agent.

#### **8. Applicable Law**

The laws of the Province of Alberta and any applicable laws of Canada will govern this agreement.

#### **9. Entire Agreement and Headings**

This agreement constitutes the entire agreement between the parties relating to the subject matter hereof. SERVUS may amend this agreement by providing the Identification Agent with 30 days' written notice. Headings are for ease of reference only and shall not be used in interpreting this agreement.

**SERVUS Credit Union Limited**

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



Name:

Title:

Date:

**IDENTIFICATION AGENT Name (If a corporation or other entity)**

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



Name:

Title:

Date:

**(If an individual person)**

\_\_\_\_\_

Witness Name:

Date:

\_\_\_\_\_

**IDENTIFICATION AGENT Name:**

Date: