



FEDERATION OF ONTARIO
LAW ASSOCIATIONS
FÉDÉRATION DES ASSOCIATIONS
DU BARREAU DE L'ONTARIO

May 14, 2021

Dear Real Estate Representatives, Presidents and Library Staff,

In an effort to keep real estate lawyers updated with the ever-changing situation, we have further information to be shared with the real estate lawyers in your association.

Plenary Report

We presented a real estate report at the 2021 Spring Plenary on May 13, 2021, including updates on virtual notarization, the Law Society review of “Lending Client” and Planning Act updates. A copy of the Plenary Report is available [here](#).

Practicing Real Estate During a Pandemic – One Year Later

We are attaching a paper prepared our Real Estate Co-Chair, Merredith MacLennan, entitled Practicing Real Estate During a Pandemic – One Year Later, which presented at the Law Society of Ontario program 18th Real Estate Law Summit, held on April 19, 2021.

If and when we receive further information of interest to the real estate bar, we will pass it along.

Stay up to date with FOLA’s real estate information at <https://fola.ca/real-estate-law>.

Merredith MacLennan and Eldon Horner
FOLA Real Estate Co-Chairs

Please note: The information provided herein is of a general nature only and is not intended to provide legal advice.

Practicing Real Estate During a Pandemic – One Year Later

Merredith A. MacLennan¹

On March 11, 2020, the World Health Organization declared a global pandemic resulting from the outbreak of the Covid-19 virus. The next day, the Ontario government announced that March Break for publicly funded school would be extended by an additional 2 weeks. Within a week, travel advisories and restrictions were in place. A state of emergency was declared in Ontario and all non-essential businesses were ordered closed. Indoor and outdoor amenities were closed. Schools remained closed and everyone scrambled to figure out online remote learning.

The provision of legal services, the purchase and sale of real estate and the construction of new homes were all considered “essential services” and so we were all permitted to remain open, but it has been anything but “business as usual”.

No one really expected this to last for more than a year. Initially, most people thought we would be back to “normal” by the summer. Then maybe the fall. Now thoughts are maybe next fall or early next year.

In March of 2020, I wrote an [article](#) about closing real estate transactions during a pandemic and participated in a Law Society program for real estate lawyers. A lot of the pandemic resources for lawyers dealt with litigation matters – courthouse closures, filing requirements, freezing of limitation periods, etc. – but had no impact on real estate transactions, which continued in accordance with the agreement despite the difficulties or issues created by the pandemic.

I have been asked to provide an update on closing real estate deals during a pandemic. Most of the issues we initially struggled with are still the same things we find ourselves dealing with now.

The more things change, it seems, the more they stay the same.

¹ Merredith A. MacLennan is a partner at Merovitz Potechin LLP and is the Real Estate co-chair for the Federation of Ontario Law Association (FOLA). The information provided herein is of a general nature and is not intended to provide legal advice.

DOCUMENT REGISTRATION

Most land in Ontario is registered under the *Land Titles Act* and we have been registering documents electronically for close to twenty years. There was no down time for Teraview® system as a result of the pandemic. It was business as usual as far as searching and registration were concerned - unless you wanted to attend at the Land Registry Office in person.

On July 6, 2020 the Director of Titles announced the closure of all 54 Land Registry Offices to the public effective October 13, 2020. Further details are available in his letter to FOLA [here](#).

New procedures for registration of paper documents are available [here](#). Most paper documents can now easily and effectively be registered through Teraview®.

Also new in the last year - French language documents can now be registered in every jurisdiction in the province through Teraview®. Although some jurisdictions previously had this ability, this feature now applies to all counties and districts across the province.

BANKING

a) Mortgage Discharge Payments

For several months into the pandemic, most lenders were not accepting discharge payments by wire, but required physical cheques to be delivered to the nearest branch or sent by courier to the head office.

FOLA worked with the Law Society, LawPRO and others to encourage the banks to accept discharge payments by wire, particularly since most bank branches had reduced hours, reduced staff and long lines to enter.

LawPRO is maintaining an up-to-date list of financial institutions that are accepting mortgage discharge payments by wire, including payment instructions. See LawPRO's Avoid A Claim Blog [here](#) for further details.

Some lenders are offering to debit the lawyer's trust account directly by EFT to withdraw mortgage

discharge funds, which is not permitted under Law Society By-Law 9. The only external party authorized to debit a lawyer's trust account is Teranet, and only from a special trust account set up under section 16 of By-Law 9. A lawyer can electronically transfer funds to a lender, provided that the lawyer complies with the By-Law 9 requirements for such transfers. By-Law 9 is available on the Law Society website [here](#).

b) Delivering closing funds

One of the big changes for many lawyers is the delivery of closing funds. Receiving funds from and sending funds to clients and the other side in the transaction is now often being accomplished by wire or direct deposit. While wiring or directly depositing funds is not new, it is certainly far more prevalent and accepted now.

Early last March my firm instituted a "wire only" policy. We wanted to send funds by wire, and to receive funds by wire (or direct deposit) whenever possible.

We wanted to cut back on the need for paper cheques for two reasons – one, if the firm had to close and operate remotely, cheques would become more difficult since two partners need to sign all trust cheques; and two, electronic banking means fewer hands physically touching the money. We set up a remote accounting office, within close proximity to two partners' houses, so cheques can be printed, delivered to the partners for signature, and then sent to the recipient. A week after we set this up, the firm sent everyone home to work remotely.

If you do not have the ability to wire directly from your desktop, speak to your bank about getting it. It is a game changer.

See the sample Notice re: Closing Arrangements at Schedule "A" regarding what is required from the other side when sending funds by wire or direct deposit. Schedule "B" is a Confirmation Re: Bank Draft that I have routinely been using on builder sale files for years (because the agreement requires closing funds to be drawn on the trust account of the purchaser's lawyer) as there is no way to confirm upon which account a bank draft has been drawn. Most re-sale agreements now also contain a provision requiring the balance due on closing to be drawn from the trust account of the Buyer's lawyer.

c) **Wire fees**

With the increase in wires being sent, there had been considerable debate regarding the payment of bank fees to send or receive wire transfers in the past year. FOLA and the provincial Working Group on Lawyers and Real Estate took the position that each lawyer should be responsible for the fees charged by their own bank with respect to sending or receiving wire transfers.

If no consensus were reached by the bar, lawyers would have to negotiate with each other on every transaction, since the incoming wire fees vary from lawyer to lawyer and bank to bank. How would the purchaser's lawyer know how much the vendor's lawyer's bank will charge for an incoming wire, if anything? Some lawyers have all incoming and outgoing wire fees included in their monthly account fees; others are required to pay a set amount to their bank for each wire transaction - and that set amount is not consistent among banks (ranging from \$15 - \$75 per wire).

Having each lawyer pay their own banking fees is really no different from a purchaser's lawyer couriering funds to the vendor's lawyer where the purchaser's lawyer pays for the delivery of the funds to the vendor's lawyer. The full balance due is delivered to the vendor's lawyer's bank by wire, and the purchaser's lawyer pays whatever charges may be applicable by their bank for the delivery to the vendor's lawyer's bank. If the vendor's lawyer has an arrangement with their bank whereby fees are charged to them to receive a wire, that is the responsibility of the vendor's lawyer. Such fees should can be charged to clients as a disbursement, just like other office disbursements.

The Law Society has confirmed the position advocated by FOLA and the Working Group on Lawyers and Real Estate that each lawyer is responsible for the wire transfer fees deducted by their own financial institution.

The Law Society statements are available in the Practice Management FAQ's [here](#) and [here](#).

MEETING WITH CLIENTS

Some law firms remained open and continued to meet with clients in person; some went entirely remote, and some have been operating with a combination of in person and remote. There does

not seem to be a one-size fits all scenario for working or meeting with clients during this pandemic.

Many law firms whose offices remain open have restricted public access. Drop-ins are discouraged and client meetings are strictly by appointment only.

a) In Person Meetings

If you are meeting with clients in person, lawyers, staff and clients should follow health authority recommendations – wear a mask, don't shake hands, sit 2 metres apart, if possible, disinfect the space regularly, etc. When making the appointment and before meeting with them, ask your clients if they are experiencing any symptoms, if they have been in contact with someone who is sick, has tested positive for Covid-19 or if they are self-isolating for any reason. If the answer is yes, consider the health and safety of you and your staff and determine if the meeting can be postponed or conducted remotely. There is now an on-line Covid-19 customer screening tool (available [here](#)) so clients can answer the questions in advance of your appointment and email or print the results to bring in with them for your file. There is a similar tool for employees as well (available [here](#)).

If your office has the technology, you can meet with clients remotely within your office. The clients can be in one meeting room and the lawyer in other, meeting by video or telephone to review the documents. The lawyer can go into the clients' room to witness the signature from a healthy distance, and sign as witness or commission once the clients leave.

There have been many stories of driveway or parking lot meetings, where lawyers have met with their clients in the driveway or parking lot. Sometimes the entire client meeting is outside (weather permitting) conducted at a table and chairs set apart at a safe distance. Other times, clients have stayed in their vehicles with the window cracked open enough for the lawyer to slip the documents and watch the client sign. Some lawyers are conducting "hybrid" meetings, where they have a video or telephone meeting to explain the documents, and then a drive-in meeting just long enough to witness the necessary signatures.

b) Virtual Meetings

There are also lots and lots of remote client meetings taking place. I have clients who have told

me (politely) that they hope they never have to see me in person again, because they find it so convenient to be able to meet with me from the comfort of their living room couch.

To ensure that clients understand and consent to the risks associated with virtual meetings, you can obtain written consent from clients to video communications. A sample Authorization for Virtual Meeting is attached as Schedule “C”.

Title insurers are confirming coverage for deals signed up remotely – check with your preferred title insurer for details.

CLIENT IDENTIFICATION AND VERIFICATION

Whether or not you are meeting with clients remotely or in person, your obligations to verify the identity of your clients remain the same. You must not only follow the LSO [guidelines](#) on client identification and verification, but you must also confirm the instructions provided by your lender, as some seem to be maintaining a position that ID verification must be “in person”.

a) Law Society Requirements

The Law Society has updated its Covid-19 Response page with respect to Managing the Risk of Face-to-Face Verification via Video Conference, available [here](#).

The Law Society suggests that where a lawyer or paralegal is considering using video conference to conduct face-to-face verification of client identity instead of being in the physical presence of the client or by attestation or an agent, the following factors should be reviewed to help manage some of the risk:

- Consider whether there are any red flags associated with fraud or money laundering, attempt to mitigate risk, and determine if they should proceed.
 - To review these red flags, see the Federation of Law Societies’ [Risk Advisories for the Legal Profession](#) resource.*
 - Stay alert to the fact that persons may attempt to use situations like COVID-19 as an opportunity to commit fraud or other illegal acts and to be particularly vigilant for red flags of fraud or other illegal activities.
 - Where virtual methods are chosen lawyers and paralegals must be particularly

alert to these red flags to ensure they are not assisting in or being reckless in respect of any illegal activity.

- Lawyers and paralegals should document any red flags, what measures they have taken to mitigate that risk, and their decision on how they proceeded.
 - If many red flags are present, lawyers and paralegals should consider whether they are permitted to proceed with the matter.
- Consider using another method of verifying identity that may reduce the risk of fraud or money laundering such as the dual process or credit file methods.
 - For more information about these methods, review the Federation of Law Societies' [Guidance for the Legal Profession](#) resource.*

After conducting this risk assessment, if the lawyer or paralegal decides to use video conferencing to conduct face-to-face verification of client identity, the lawyer or paralegal should:

- Consider requesting that the client send a high-resolution image of the identification document by secure means in advance of the video conference and asking the client to show the original identification document during the video conference;
- Ensure that they are reasonably satisfied that the identification document is valid and current;
- Compare the image in the identification document with the client to be reasonably satisfied that it is the same person;
- Record, with the applicable date, the method by which the lawyer or paralegal verified the client's identification; and
- Document the efforts that were made to verify the client's identity in accordance with the existing requirements and the reasons why the lawyer or paralegal was unable to verify the client's identity in accordance with the existing requirements.*

Document the efforts that were made to verify the client's identity in accordance with the existing requirements and the reasons why the lawyer or paralegal was unable to verify the client's identity in accordance with the existing requirements.^{2*}

² From the Law Society Practice Management [FAQs](#) * denotes the following disclaimer: *The COVID-19 Pandemic is a rapidly developing event. The Law Society of Ontario has prioritized speed and breadth in assembling resources that may be of use to licensees in this extraordinary time. Selection for inclusion is not an endorsement of the material or its author, and the Society cannot guarantee the quality or*

b) Expired ID

What happens if a client's ID has recently expired or will expire this month and they aren't able to renew it?

The Ontario government has extended the validity and expiration date of driver's licences and Ontario Photo Cards that expired on or after March 1, 2020. See [here](#) for more details. The Law Society has confirmed that a driver's licence that expired on or after March 1, 2020 can be used as valid ID. Further details are available on the Law Society's website [here](#).

Note, however, that some lenders will not accept expired ID, so you should ensure that the lender will accept it before relying it to complete the transaction.

Information on the Government of Canada Passport Services can be found [here](#).

SIGNING DOCUMENTS**a) Electronic signatures**

Many lawyers are asking about the use of electronically signed documents. Some lawyers love them and want to use them exclusively during this pandemic and others will not accept documents signed digitally.

The Law Society confirms that this is a substantive legal issue to be determined by the lawyer. (see the LSO FAQ on this topic [here](#).)

The *Electronic Commerce Act, 2000* defines an electronic signature as “electronic information that a person creates or adopts in order to sign a document and that is in, attached to or associated with the document”³. In practical terms, this means that an electronic signature can take a variety of forms, including:

accuracy of the content. Licensees must exercise their own professional skill and judgement when adopting and applying any of the legal information contained in these materials. This compilation is not exhaustive, and the Society may add or remove material at any time.

³ *Electronic Commerce Act, 2000*, S.O. 2000, c. 17 s. 1(1)

- scanned or faxed copies of physically signed (“wet ink”) documents;
- scanned or electronic signatures applied to or inserted in an electronic document;
- a typed name or signature block;
- a signature created using a stylus or finger on a touchscreen;
- clicking a confirmation or acknowledgment of signature on a website or in a program.

The *Electronic Commerce Act, 2000* is permissive legislation and not mandatory. Section 3(1) confirms that “[n]othing in this Act requires a person who uses, provides or accepts information or a document to use, provide or accept it in electronic form without the person’s consent.” Accordingly, lawyers need to confirm that documents signed in such a manner will be acceptable to the recipient(s) before using electronic signing platforms for closing documents.

Many lawyers have set up their own protocols and procedures and simply assume that electronic signatures will be accepted by the other lawyer or the lender. This is a dangerous assumption, as the standard DRA requires delivery of original documents within 2 days of closing if not delivered on or before closing. Many (but not all) lenders are accepting electronically signed documents. Most builder’s lawyers require original “wet ink” signatures – particularly if the HST New Housing Rebate is applicable, since CRA puts the onus of verifying the electronic signature on the party submitting an electronically document.

Communication is essential to prevent issues on closing.

b) Remote Commissioning

The provincial government has passed regulations under the *Commissioners for Taking Affidavits Act* to permit virtual commissioning permanently. [O.Reg 431/20](#) came into force on August 1, 2020 and sets out the conditions under which an affidavit or declaration can be completed remotely.

The regulations include the following conditions:

1. The oath or declaration is being administered by an electronic method of communication in which the person administering the oath or declaration and the deponent or declarant are able to see, hear and communicate with each other in real time throughout the entire

transaction.

2. The person administering the oath or declaration confirms the identity of the deponent or declarant.
3. A modified version of the jurat or declaration is used that indicates,
 - i. that the oath or declaration was administered in accordance with this Regulation, and
 - ii. the location of the person administering the oath or declaration and of the deponent or declarant at the time of the administering.
4. In the case of a commissioner to whom section 5 of the Act applies, the information on the stamp required to be used under that section appears on or in the document being signed.
5. The person administering the oath or declaration takes reasonable precautions in the execution of the person's duties, including ensuring that the deponent or declarant understands what is being signed.

They also require every person who administers an oath or declaration remotely to keep a record of the transaction.

The regulations are brief and leave room for interpretation. The Law Society notes in its article on best practices for remote commissioning that it is "important for lawyers and paralegals to note that there is nothing in the Act or its Regulation that obliges a receiving party to accept a document that has been commissioned remotely".

The Law Society also notes in its [FAQs](#) the risks of remote commissioning and practice tips for mitigating risks:

Risks of Remote Commissioning:

- Fraud
- Identity theft
- Undue influence
- Duress
- Capacity

- Client left without copies of the documents executed remotely
- Client feels that they did not have an adequate opportunity to ask questions or request clarifying information about the documents they are executing.

Practice tips for mitigating risks:

- Consider whether there are red flags of fraud in the matter.
- Assess whether there is a risk that the client may be subject to undue influence or duress. If there is such a risk, consider if you can assist the client at this time without meeting in person.
- Consider whether the deponent requires accommodations or there are any special circumstances to address and take appropriate steps.
- Determine how to provide the client with copies of the document executed remotely.
- Confirm your client's understanding about the documents they are executing and provide adequate opportunity for them to ask questions during the video conference.
- Be alert to the fact that persons may attempt to use the current circumstances and resulting confusion as an opportunity to commit fraud or other illegal acts. Where lawyers and paralegals choose to use remote commissioning, they must be particularly alert to these red flags in order to ensure that they are not assisting or being reckless in respect of any illegal activity.
- Use best practice resources to guide and document the remote commissioning process.

c) **Virtual Signing Resources**

The following resources are also available:

- Ministry of the Attorney General [Guide for Newly Appointed Commissioners for Taking Affidavits](#)
- Law Society of Ontario [Remote Commissioning Information Page](#)
- Law Society of Ontario [Best Practices for Remote Commissioning](#)
- Law Society of Ontario [Remote Commissioning Checklist](#)
- LawPRO/PracticePRO [Video Conferencing Checklist](#)
- FOLA [Basic Approach for Remote Signing](#)

d) Sample Modified Jurat

If deponent and commissioner are in the same city or town:

Sworn (or Affirmed or Declared) remotely by(person’s name)
at the (City, Town, etc.) of in the (County, Regional Municipality, etc.) of
....., before me on(date) in accordance with [O.Reg 431/20](#),
Administering Oath or Declaration Remotely.
.....
Commissioner for Taking Affidavits

If deponent and commissioner are not in the same city or town:

Sworn (or Affirmed or Declared) remotely by(person’s name)
of (City, Town, etc.) of in the (County, Regional Municipality, etc.) of,
before me at the (City, Town, etc.) of in the (County, Regional Municipality, etc.) on
.....(date) in accordance with [O.Reg 431/20](#), Administering Oath or Declaration
Remotely.
.....
Commissioner for Taking Affidavits

e) Document Registration Agreement (DRA)

Section 10 of the Document Registration Agreement (reproduced below) requires *original* documents to be provided within 2 business days of closing. You may want to consider amending this to either eliminate the need to send originals or extend the time frame.

10. This Agreement (or any counterpart hereof), and any of the closing documents hereinbefore contemplated, may be exchanged by telefax or similar system reproducing the original, provided that all such documents have been properly executed by the appropriate parties. The party transmitting any such document(s) shall also provide the original executed version(s) of same to the recipient within 2 business days after the Closing Date, unless the recipient has indicated that he/she does not require such original copies.

NEW HOME PURCHASES

Tarion has acknowledged that construction delays resulting directly from this pandemic may be

considered unavoidable delays for the purposes of delayed closing compensation. In addition, until the current provincial shutdown is lifted, Tarion inspections will be conducted virtually, and builder repair periods will be extended until after the shutdown has ended.

Further details are available on the Tarion [website](#).

COMMUNICATION

The way we communicate with clients and with our colleagues and staff has very likely changed. I now have regular video calls with my clients, my team, my colleagues, my family, my friends and even my accountant. In the past year I have attended book club meetings, pizza parties, ski patrol gatherings, funerals, marketing lunches, baby showers, trivia nights, wine tastings, games nights, holiday dinners, and birthday parties by video conference. Not to mention client meetings, mentoring sessions, CPD programs and committee meetings.

Regardless of the format, it is important to keep in touch with one another. While we are all going through the same pandemic, we are not all in the same boat or even weathering the same storm. Some of us have young children who need help with on-line learning, or aging parents or others who require care and attention, or partners who lost their job, or family members who are ill or who have died.

The current pandemic restrictions, whether you are working from home or not, make life difficult. The practice of law is difficult enough without these additional burdens.

Here are some ideas for staying connected and keeping up morale in these remote times:

- Schedule a team or firm video call that is social. In the before times, our office would have a pizza party once a month for the entire firm. We did not let Covid hold us back – last April we held our first Zoom pizza party, and had pizza delivered to everyone’s house for noon and met over Zoom. We hold pizza parties every 2 months now but have included various themes. We had a Halloween costume party in October, and an ugly holiday sweater contest in December. We have also played “Guess Who” by having people send in a fact about themselves that no one else knew and everyone else had to guess who it was based on the fact. We’ve had a “Where in the World Are You” game where people

submitted a travel photo so we could try to guess where they were (and reminisce about the before times when we could all travel).

- Have a virtual coffee or lunch. You can have food delivered, or each bring your own a 'bagged' lunch.
- Start or attend a virtual club – book club, wine club, scotch tasting club, knitting club – anything where there is a shared interest, really. I have been part of a virtual book club with my great niece and mom in Nova Scotia for several years. We recently got new members, as my nephew and other great-niece joined for the weekly reading of J.K. Rowling's "Ickabog" last month.
- Regularly check in with your team. Whether you are all working remotely or all in the office (or some combination of remote and office), take the time to check in with your team to make sure they have what they need and that they are okay.

FRAUD

Fraud is not a new issue and has not resulted from the pandemic. But be alert to it – there are far more opportunities for fraud when you aren't meeting with your client in person. The bad guys take advantage of vulnerable people and vulnerable situations. Keep your spidey senses on high alert. Some of the key red flags to watch out for are:

- i) last minute changes in payment instructions
- ii) instructions to send funds to unrelated third parties
- iii) rush deals with new clients
- iv) the sale or refinance of mortgage-free or vacant land
- v) deals involving elderly or vulnerable individuals or people who are not receiving a benefit from a refinance transaction

CONCLUSION

Be proactive. Be patient. Responses may take longer as people work remotely and offices have fewer people available due to illness, quarantine, self-isolation, or childcare issues. The current

state of the market and the extra work required now to navigate a real estate file is also putting pressure on many of us with increased workloads and email overload (or is that just me?).

Encourage compassion and reasonableness. Consider how a court will be likely to respond to hardline responses to issues relating to or resulting from this pandemic.

Sid Troister sent out a great email bulletin last March where he said “My unauthoritative advice is to make sure that when these decisions have to be made, you explain to your clients the options and implications fully, ensure sure that you have documented both the advice and options you gave your client and the instructions you received including sending them confirmation. Make sure that advice to clients is in plain language. You don’t want them saying that they did not understand because it was all too technical. As I say, deals may be much harder to complete these days so you need to have a good record of the steps taken to protect yourself and in so doing, you will also be protecting your client.”

SCHEDULE "A"

[FIRM LETTERHEAD]

URGENT NOTICE REGARDING CLOSING ARRANGEMENTS

Due to the developing situation with COVID-19, we are taking precautionary steps to ensure that our staff and clients remain safe.

Please note the following:

1. Our lawyers and staff are all working remotely. **To ensure a prompt response, please communicate by email.**
2. **All closing funds must be delivered by either WIRE TRANSFER or DIRECT DEPOSIT.**

Banking details for wire transfers and direct deposits are included on the next page.

Wire Transfers

If are going to wire closing funds, please provide **confirmation** that the wire has been initiated so that we confirm receipt into our account.

Direct Deposit

If you are going to directly deposit funds into our account, we will require:

- i) **copy of the certified cheque; and**
- ii) **copy of the deposit receipt.**

If you are depositing a bank draft, we will also require the attached **Confirmation re: Bank Draft** confirming that the funds were drawn on your trust account.

3. Copies of **closing documents** will be accepted by email or fax, provided a solicitor's undertaking to provide originally signed ("wet ink") documents within 2 weeks is also provided.

SCHEDULE "B"

CONFIRMATION RE: BANK DRAFT(S)

TO: [VENDOR'S LAWYER]

AND TO: [VENDOR]

RE: [Vendor] (the "Vendor")
 Sale to [Purchaser] (the "Purchaser")
 of [address] (the "Property")
 Closing Date: [closing date]
 Your file No. [file no]

IN CONSIDERATION of the completion of the of the above-noted transaction, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the undersigned solicitor hereby acknowledges and confirms that the bank draft(s) delivered to [Vendor's Lawyer] for the balance due on closing in connection with the above-noted transaction is/are drawn on the undersigned's bank account, and not on the account of the undersigned's client or of any other person who is not a solicitor.

DATED this day of _____, 20_____

[PURCHASER'S LAWYER]

SCHEDULE " C "

AUTHORIZATION FOR VIRTUAL MEETING

To: [LAWYER/LAW FIRM]

RE: [TRANSACTION DETAILS]

I/We have requested or agreed to a meeting with [LAWYER/LAW FIRM] through audio-visual communication technology such as FaceTime, Zoom, Teams, Skype, or other similar video chat software. I/We acknowledge that virtual meetings conducted over such software may include confidential or privileged information.

[LAWYER/LAW FIRM] has advised that [she/he/it] cannot guarantee the security of such software and notwithstanding this advice, I/we hereby acknowledge and accept the risks associated with communicating by such electronic means and authorize [LAWYER/LAW FIRM] to communicate with me/us in this manner.

I/We further acknowledge that any documents signed by me/us during the virtual meeting and delivered to [LAWYER/LAW FIRM] shall be deemed to be originally signed documents, even if delivered by fax, email or other electronic means.

The delivery of an executed copy of this document by email or other electronic means is legally binding on the undersigned and shall be deemed to be an original hereof.

DATED this day of _____, 20_____

NAME

NAME