

Agent Orientation

Required Forms and Policies & Procedures

Please review all forms and policies carefully, and return all signed policy acknowledgements to your Branch Administrator.

Required Forms

It is mandatory that you complete and submit the following forms and documentation to your Branch Administrator.

- ☐ Personal Information
- ☐ ICE – In Case of Emergency Contact
- ☐ Business Number & GST/HST number
- ☐ Automatic Credit Card Charge Authorization
- ☐ Direct Deposit Authorization
- ☐ Pre-Authorized Debit Agreement

PERSONAL INFORMATION

PLEASE complete this form in full in your own handwriting. The information you supply will be kept in strict confidence.

LAST NAME	GIVEN NAME(S)	USUALLY CALLED
ADDRESS	STREET	CITY/TOWN PROV POSTAL CODE PHONE NO.
SOCIAL INSURANCE NO.	IF PREVIOUSLY WITH ROYAL LePAGE, GIVE DATES AND LOCATION	DO YOU HAVE THE LEGAL RIGHT TO WORK IN CANADA?
ARE YOU OF LEGAL WORKING AGE? YES <input type="checkbox"/> NO <input type="checkbox"/>		YES <input type="checkbox"/> NO <input type="checkbox"/>

EDUCATION	ATTENDED		GRADUATED		GRADE AVERAGE	DIPLOMA OR DEGREE	SUBJECT SPECIALISED IN
NAME OF SCHOOL	FROM	TO	YES	NO			
HIGH SCHOOL							
UNIVERSITY OR COLLEGE							
UNIVERSITY OR COLLEGE							
OTHER COURSE							
OTHER COURSE							
OTHER COURSE							
WHAT FORMAL STUDIES ARE YOU NOW UNDERTAKING, OR DO YOU CONTEMPLATE TAKING IN THE FORESEEABLE FUTURE?							

EMPLOYMENT RECORD – LIST PRESENT OR MOST RECENT EMPLOYMENT FIRST			
From (Month, Year)	Name of Company	Address	Telephone
To (Month, Year)	Your Position Title	Name and Title of Supervisor	
ANNUAL EARNINGS \$ _____		Nature of Business or Product	
Reason for Leaving			

EMPLOYMENT RECORD – LIST SECOND MOST RECENT EMPLOYMENT			
From (Month, Year)	Name of Company	Address	Telephone
To (Month, Year)	Your Position Title	Name and Title of Supervisor	
ANNUAL EARNINGS \$ _____		Nature of Business or Product	
Reason for Leaving			

EMPLOYMENT RECORD – LIST THIRD MOST RECENT EMPLOYMENT			
From (Month, Year)	Name of Company	Address	Telephone
To (Month, Year)	Your Position Title	Name and Title of Supervisor	
ANNUAL EARNINGS \$ _____		Nature of Business or Product	
Reason for Leaving			

STATEMENT	
<p>The facts given in this form are to the best of my knowledge correct, and I understand that the contract offered to me is in part as a result of my answers to the questions. I also understand and agree that the Company shall have the right to terminate my contract without notice should the statements made by me prove to be materially incorrect.</p> <p>In connection with this information, I hereby consent that Royal LePage Real Estate Services Ltd. Conduct and/or cause to be conducted a personal investigation, through such means as the Company may, at its sole direction, deem advisable.</p>	
<p>_____</p> <p>Date</p>	<p>_____</p> <p>Signature of Independent Sales Representative</p>

YOUR FIRST NAME: _____ YOUR LAST NAME: _____

ICE – IN CASE OF EMERGENCY CONTACT



Royal LePage requires the emergency contact information for everyone who works at our office. Please fill out the form with information **IN FULL**, and sign and date for our records. This information is **CONFIDENTIAL** and will **NOT** be shared with **ANYONE** unless there is an emergency.

(Please print neatly)

FIRST NAME: _____ LAST NAME: _____

RELATIONSHIP TO YOU: _____

ADDRESS OF ICE CONTACT: _____

PHONE # OF ICE CONTACT: Mobile: _____
 Work: _____
 Home: _____

Your Signature

Date

Business Number & GST/HST Applications

Business Number Registration:

1. Go to www.canada.ca
2. Click **English**
3. In the top menu, under **Taxes**, click **Business Number**
4. Click **How to register for a business number**
5. Choose your desired method of registration:
 - online (**recommended**)
 - by phone
 - by mail

With your Business Number registration, you'll also be able to register for a GST/HST program account.

Please note that as an Independent Contractor, you're required to indicate your Business' ownership type as *Individual*, **not** incorporated (exceptions apply) and a Sole Proprietor operation.

If you have any specific questions, please speak to your accountant.



YOUR TASK:

- ☐ Complete the steps above and submit your Business Number and GST/HST account to your Branch Administrator





Royal LePage Real Estate Services Ltd.

Automatic Credit Card Charge Authorization

I, _____ (print name), hereby authorize Royal LePage Real Estate Services Ltd. to automatically charge, from this date forward, the following credit card on a monthly basis for payment of amounts owed by me. For the purpose of this authorization, amounts owed by me include the outstanding balance of my agent account at the end of the month that is in excess of firm pending commissions that will be payable to me within the following 60 calendar days, net of outstanding advances and garnishments. This authorization will stay in effect until my account with Royal LePage Real Estate Services Ltd. is closed and paid in full.

Choose one of the following:

- ☐ Visa
☐ Mastercard

Account Number _____

Expiry Date on Card _____

Full Name on Card _____

Signature

Date

Forward authorization form to:

**DO NOT MAKE COPIES
FOR THE OFFICE**

Rose Migliore
Manager, Accounting-Corporate Brokerage
39 Wynford Drive, 3rd Floor
Toronto, Ontario, M3C 3K5

DIRECT DEPOSIT FORM

ROYAL LEPAGE REAL ESTATE SERVICES LTD., BROKERAGE

Collect your Commission Cheque the Hassle-free Way!



With the Corporate Brokerage's Direct Deposit option, your commission cheque is automatically deposited into your account at your preferred qualifying financial institution. You will receive a confidential notification of your deposit by email.

SAVE TIME – Forget about making trips to the bank.

SAVE WORRY – Your deposits are credited automatically to your bank account.

MANAGE FUNDS – Funds can be deposited to a maximum of TWO accounts. Please provide void cheques for each account and indicate percentage to be deposited in each account below.

HOW DO I JOIN – 1) Fill out your name and branch, sign the authorization form, and select a password.

2) Attach your personal blank cheque(s), marked 'VOID', or a fully encoded deposit slip(s).

ROYAL LEPAGE DIRECT DEPOSIT AUTHORIZATION

NAME OF AGENT: _____

CORPORATE BROKERAGE _____

BRANCH ADDRESS: _____

PASSWORD:

(Password is **MANDATORY**, please print clearly.)



YES! I want my cheque to be automatically deposited into my bank account. My 'VOID' cheque or encoded deposit slip is enclosed.

I hereby authorize **Royal LePage Real Estate Services Ltd., Brokerage** to deposit directly to my account(s) as noted on the attached cheque(s)/deposit form(s). This authorization will be in force until notice in writing is given to stop the direct deposit.

SIGNATURE OF AGENT: _____

DATE: _____

Return via email to: rlpcorpadmin@royallepage.ca

Account # _____

Deposit: _____ %

Account # _____

Deposit Balance.



Royal LePage Real Estate Services Ltd., Brokerage

Pre-Authorized Debit Agreement

Please read carefully and then complete the Pre-Authorized Debit (PAD) Plan agreement below.

I authorize Royal LePage Real Estate Services Ltd., Brokerage (Royal LePage), and the Financial Institution designated (or any other financial institution I may authorize at any time) to begin deductions as per my instructions for regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my Royal LePage account which includes the following:

- ☐ Monthly Corporate Fee
- ☐ Monthly Plan Fee (where applicable based on my commission plan)
- ☐ Monthly Cash Flow Advance Repayment (where applicable based on my commission plan)
- ☐ Monthly Parking (if applicable)
- ☐ Monthly Coffee (if applicable)
- ☐ Monthly Social Fund (if applicable)
- ☐ Monthly Kiosk (if applicable)

Regular monthly payments for the full amount of Business services delivered will be debited to my specified bank account on the **FIRST (1st) business day** of each month. In the event that the debit on the First (1st) of the month is unsuccessful or not possible, then Royal LePage may re-present the debit to my account within 30 days. Royal LePage will obtain my authorization for any other one-time or sporadic debits.

These Pre-Authorized Debits represent my contractual and other pre-determined recurring charges on my Royal LePage account and therefore, I hereby waive the requirement of prior notification of the amount before debiting my account. Further, should the amount of my regular monthly charges change due to a change in my contract with Royal LePage or tax legislation, I hereby waive the requirement of prior notification of the change in the amount.

This authority is to remain in effect until Royal LePage Real Estate Services Ltd., Brokerage has received written notification from me of its change or termination. This notification must be received at least **FIFTEEN (15)** business days before the next debit is scheduled at the address provided below. I may obtain a sample cancellation form, or more information on my right to cancel a Pre-Authorized Debit Agreement at my financial institution or by visiting www.cdnpay.ca.

Royal LePage may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me.

I have certain recourse rights if any debit does not comply with this agreement. For example, I have the right to receive reimbursement for any Pre-Authorized Debit that is not authorized or is not consistent with this Pre-Authorized Debit Agreement. To obtain a form for a Reimbursement Claim, or for more information on my recourse rights, I may contact my financial institution or visit www.cdnpay.ca

Name(s): _____ Branch: _____ Agent Number: _____

Type of Service: Business

Address: _____

City/Town: _____ Province: _____ Postal Code: _____

Phone Number: (Bus.) _____ Res.) _____

Financial Institution (FI): _____

FI Account Number: _____ FI Transit Number: _____ - _____ *branch -5 digits; FI - 3 digits*

Address: _____

City/Town: _____ Province: _____ Postal Code: _____

Please include a void cheque.

I will notify Royal LePage in writing of any changes to my banking information. I understand a fee of \$35.00 will be charged for any pre-authorized payment rejected by the Financial Institution.

Authorized Signature(s): _____ Date: _____

Royal LePage Real Estate Services Ltd., Brokerage
Attention: Rose Migliore

39 Wynford Drive, 3rd Floor, Toronto, ON, M3C 3K5 Tel: 416-386-6060 Fax: 416-510-5682 or deals@royallepage.ca

REALTOR GUIDELINES-DEAL SUBMISSION (Rev Aug 2017)

**Please email the following documents in PDF format to your Branch Administrator at _____
(branch general deals email address). Please ensure documents are legible.**

- ☐ Accepted Agreement and any Waivers, Amendments, Schedules, Surveys, etc.
- ☐ Completed and signed Deal Information Sheet with full commission information
- ☐ For Personal Transactions – manager’s approval on the deal information sheet
- ☐ If Applicable, copies of the Registrant’s Statement
- ☐ All applicable referral agreements. Note – all referral agreements must be received upon initial set up of the deal.
- ☐ Trust Deposit Interest Agreement & Direction (mandatory if deposit is being held by Royal LePage)
- ☐ Client Information Record (required on all Agreements per Fintrac regulations)
- ☐ If Estate Sale – provide copy of
 - a) Death Certificate and
 - b) Will OR Certificate of Appointment of Estate Trustee OR copy of official document that indicates who has the authority to sell the property
- ☐ If Power of Attorney is acting on the deal – fully identify the Power of Attorney and provide 3rd party ID for the person they are acting for. Include a copy of the Power of Attorney
- ☐ Receipt of Funds Record (mandatory where RLP is acting on behalf of the buyer)
- ☐ Copy of MLS Listing (mandatory if other broker listing-required for verification of marketing fees)
- ☐ All required agency forms
 - ☐ Working with a Realtor (Acknowledgement only - all deals)
 - ☐ Confirmation of Cooperation and Representation (all deals)
 - ☐ Buyer’s Representation Agreement
 - ☐ Customer service agreement
 - ☐ Seller Customer Service Agreement
- ☐ Any commission agreements and/or any promise that has been made in connection with any aspect of this transaction (must be signed and dated by all parties).
- ☐ Please retain all documentation for your files and for your future reference.

Please note the following:

- ☐ All trade information is to be submitted electronically to the **branch administration staff**. Please do not fax, send or deliver paperwork directly to accounting. Ensure pdf of the documents is legible..
- ☐ Paperwork will be forwarded to the applicable lawyers by the Accounting Department.
- ☐ All Royal LePage Sales Representatives involved in transaction must complete and sign a deal information sheet.
- ☐ Once the deal is firm, the trade record sheet will be sent to you and your branch manager for signature electronically. Please verify that trade information is correct and electronically sign the trade record sheet. **Please do not fax the trade to us.**
- ☐ Any changes to the deal information – will be updated on the trade record sheet and updated trades will be forwarded to you for electronic signature.

☐ **NEW DEAL** or ☐ **ADDITIONAL/REVISED INFORMATION ON EXISTING DEAL** (for changes, complete only the revised information)

Date submitted: _____ **Realtor's Name** _____ **Branch:** _____

☐ Sale ☐ Residential Lease ☐ Referral ☐ New Development-include Broker Referral Agreement

☐ Commercial Sale ☐ Commercial Lease-Please indicate Possession/Occupancy Date: _____

Property Address: _____ **City** _____ **Postal Code:** _____

Legal Description: _____

Offer Acceptance Date: _____ **Closing Date:** _____ **Requisition Date:** _____

Selling Price: _____

Is HST included in the purchase price? NO ☐ YES ☐ If yes, commission will be based on the price net of HST.

Transaction is: ☐ Firm ☐ Conditional on ☐ Financing Date: _____ ☐ Inspection Date: _____
☐ Status Certificate Date _____ ☐ Home Insurance _____
☐ Sale of Purchaser's Pty _____ ☐ Credit Check _____
☐ Other date: _____ Condition: _____
☐ Other date: _____ Condition: _____

Are any conditions self-waiving? YES ☐ NO ☐

SELLER/LANDLORD INFORMATION

Name: _____

Address: _____

_____ **Postal Code:** _____

Tel:(H) _____ **(B)** _____

BUYER/TENANT INFORMATION

Name: _____

Address: _____

_____ **Postal Code:** _____

Tel:(H) _____ **(B)** _____

Is Buyer a Non-resident of Canada? ☐ Yes ☐ No

If Non-Resident-what Country is buyer from: _____

FINTRAC

☐ Client Identification Record for each seller
☐ If Power of Attorney-client ID required for POA and 3rd party ID for owner
☐ Provide a copy of the Power of Attorney
☐ Estate Sale-provide copy of Death Certificate
☐ For Corporations-provide Corporate ID including names of directors authorized to bind the Corporation

FINTRAC

☐ Client Identification Record for each buyer
☐ If Deposit provided by 3rd party Client ID for Deposit Provider
☐ Receipt of Funds for each deposit
☐ For Corporations-provide Corporate ID including names of directors authorized to bind the Corporation

SELLER'S LAWYER: _____

Firm: _____

Address: _____

_____ **Postal Code** _____

Phone _____ **Fax #** _____

Please provide complete contact information.

BUYER'S LAWYER: _____

Firm: _____

Address: _____

_____ **Postal Code** _____

Phone _____ **Fax #** _____

Please provide complete contact information.

SELLER'S AGENT (attach card if available or complete below)

Firm: _____

Sales Rep: _____

Address: _____

City: _____ **Postal Code:** _____

Phone: _____ **Fax #:** _____

BUYER'S AGENT (attach card if available or complete below)

Firm: _____

Sales Rep: _____

Address: _____

City: _____ **Postal Code:** _____

Phone: _____ **Fax #:** _____

TRUST INFORMATION

Deposit Amount \$ _____ **Deposit held by** ☐ Royal LePage ☐ Other Brokerage ☐ Other _____ (specify)

☐ Cheque attached ☐ Receipt Attached ☐ Funds to be wired to RLP by _____ **Deposit previously submitted on :** _____

Further Deposits Required on - Date _____ **\$** _____ (Amount) **Date** _____ **\$** _____ (Amount)

☐ If Royal LePage Real Estate Services holds deposit – provide Trust Deposit Interest Direction & Disclosure

COMMISSION INFORMATION

<p>COMPLETE THIS PORTION <u>ONLY IF OUR LISTING</u> Is Co-operating Brokerage:</p> <p style="margin-left: 40px;">Paid thru Listing Agent <input type="checkbox"/> Paid thru Buyer <input type="checkbox"/></p> <p>*Total Commission Rate _____% OR Flat Amount \$_____ + HST</p> <p><small>*This is the amount that will be invoiced to the lawyer.</small></p> <p>Listing Side _____% OR Flat Amount \$_____</p> <p>Selling Side _____% OR Flat Amount \$_____</p> <p>Adjustments and/or Marketing Fees: \$_____</p> <hr/> <p>Agent Personal or Agent Family Transaction* Yes [] No []</p> <p>Agent Sale of Principal Residence Yes [] No [] Family** Sale of Principal Residence Yes [] No []</p> <p>If Family Sale – Relationship of Seller to Agent _____</p> <p><small>*Note admin fee applies. See mgr for details. **See mgr for policy on family sales.</small></p> <p>Manager's Approval on Personal Transaction _____</p>	<p>COMPLETE THIS PORTION <u>ONLY IF OUR SALE</u> (Please include a copy of the MLS Listing) Are We:</p> <p style="margin-left: 40px;">Paid thru Listing Agent <input type="checkbox"/> **Paid by Seller <input type="checkbox"/> Paid thru Buyer <input type="checkbox"/></p> <p>**Attach Form 202 Seller Commission Agreement with Cooperating Brokerage for Listed Property</p> <p>Buying Commission _____% OR Flat Amount \$_____ + HST</p> <p>Less Marketing Fee: \$_____</p> <hr/> <p>Agent Personal or Agent Family Transaction* Yes [] No []</p> <p>Agent Buying Principal Residence Yes [] No [] Family** Buying Principal Residence Yes [] No []</p> <p>If Family Buying – Relationship of Buyer to Agent _____</p> <p><small>*Note admin fee applies. See mgr for details. **See mgr for policy on family sales.</small></p> <p>Manager's Approval on Personal Transaction _____</p>
<p>Assistant(s) or Other Registrants. Please list all assistants/registrants* who acted on this trade.</p> <p>Name _____ % OR \$ _____ Paid by Trade <input type="checkbox"/> OR Paid by Invoice** <input type="checkbox"/> Attach Invoice.</p> <p>Name _____ % OR \$ _____ Paid by Trade <input type="checkbox"/> OR Paid by Invoice** <input type="checkbox"/> Attach Invoice.</p> <p>Name _____ % OR \$ _____ Paid by Trade <input type="checkbox"/> OR Paid by Invoice** <input type="checkbox"/> Attach Invoice.</p> <p><small>*Rebba 2002 requires all registrants acting on a trade to be on trade record sheet.</small></p>	<p>Assistant(s) or Other Registrants. Please list all assistants/registrants* who acted on this trade.</p> <p>Name _____ % OR \$ _____ Paid by Trade <input type="checkbox"/> OR Paid by Invoice** <input type="checkbox"/> Attach Invoice.</p> <p>Name _____ % OR \$ _____ Paid by Trade <input type="checkbox"/> OR Paid by Invoice** <input type="checkbox"/> Attach Invoice.</p> <p>Name _____ % OR \$ _____ Paid by Trade <input type="checkbox"/> OR Paid by Invoice** <input type="checkbox"/> Attach Invoice.</p> <p><small>*Rebba 2002 requires all registrants acting on a trade to be on trade record sheet.</small></p>
<p>LISTING REFERRALSECTION Please provide complete address and company name and attach a copy of the referral agreement. (Do not include Sales Assistant's Payments)</p> <p>Referral to: _____</p> <p>Company: _____</p> <p>Address: _____</p> <p>Phone _____ Fax #: _____</p> <p>Referral Amount OR % of listing commission _____</p>	<p>SELLING REFERRALSECTION Please provide complete address and company name and attach a copy of the referral agreement. (Do not include Sales Assistant's Payments)</p> <p>Referral to: _____</p> <p>Company: _____</p> <p>Address: _____</p> <p>Phone _____ Fax #: _____</p> <p>Referral Amount OR % of listing commission _____</p>
<p>SHELTER FOUNDATION: Do you wish to make a donation to the Shelter Foundation?</p> <p><input type="checkbox"/> No Or <input type="checkbox"/> Yes – indicate amount <input type="checkbox"/> \$10 <input type="checkbox"/> \$25 <input type="checkbox"/> \$50 <input type="checkbox"/> \$75 <input type="checkbox"/> \$100 <input type="checkbox"/> Other _____</p> <p>Note: a) If more than one realtor or assistant on the listing/selling end – provide name of who to deduct donation from: _____ b) On realtor double ended deals, the donation will apply on both listing and selling end. c) The above is only applicable to agents who are NOT on automatic deductions on all deals. If you have signed up for automatic deductions, please do not complete above unless you want an additional amount deducted.</p>	
<p>"MACKIDS" (Oakville Offices) Do you wish to make a donation to "MACKIDS?"</p> <p><input type="checkbox"/> No Or <input type="checkbox"/> Yes – If yes, please attach Pledge form. <input type="checkbox"/> \$10 <input type="checkbox"/> \$25 <input type="checkbox"/> \$50 <input type="checkbox"/> \$75 <input type="checkbox"/> \$100 <input type="checkbox"/> Other _____</p> <p>Note: If more than one realtor on the listing/selling end – provide name of who to deduct donation from: _____</p>	

Please sign below:

 1st Sales Representative

 Date

 2nd Sales Representative

 Date

Review of Policies & Procedures

You are required to read the following policies and initial below to acknowledge that you understand the policies listed and agree to abide by all of the provisions as long as you are an Independent Contractor for Royal LePage Real Estate Services Ltd. and its Subsidiaries, including its provisions for non-disclosure of confidential or proprietary Company information both during and after your Agreement period.

_____ Offer Conveyance Procedure

_____ Privacy Policy

_____ Personal Transaction Policy

_____ Respect in the Workplace

_____ Conduct of Ethics – Drug and Alcohol Policy

_____ Accessibility for Persons with Disabilities

_____ Do Not Call List (DNCL) Policy

_____ FINTRAC

_____ Canadian Anti-Spam Legislation

Dated at _____ this _____ day of _____, _____.

Print Name (first & last name)

Signature

OFFER CONVEYANCE PROCEDURE

Expectations of Sales Representatives

This procedure is not restricted to multiple offer situations. It is to be followed even where 1 offer is registered.

Immediately prior to start of offer presentation(s) -

- #1 Listing salesperson calls front desk to cross reference summary of offer registrations, ensuring both parties have record of all registered offers.**

Front desk accesses QOC Audit Trail summary reporting tool for the property and adds any offers registered directly with the listing salesperson.

If offer presentation is scheduled after office hours, listing salesperson should contact front desk for cross referencing one half hour before the office closes.

After initial presentation of all offers but prior to any response to offering parties -

- #2 Listing salesperson calls front desk for second cross referencing summary of offer registrations.**

Front desk accesses QOC Audit Trail summary reporting tool for the property and adds any offers registered directly with the listing salesperson.

The morning after offer presentations -

- #3 Listing salesperson calls to advise front desk of status (e.g. offer accepted, still in play, etc.)**

Front desk updates QOC for accurate property status.

- ✓ Keep cell phone active throughout entire offer process.
- ✓ Ensure accessibility to co-operating agents.
- ✓ Designate an alternate when unable to meet above expectations.
- ✓ Remain open to all offers throughout the entire process.

Q&A

1. **What are my obligations as listing sales representative in situations with multiple offers registered?**

Offer registration is the catalyst for our disclosure obligations under REBBA 2002. All parties with a registered offer must be notified asap that they are in competition, the number of parties competing, if any offers are in multiple representation, if there are any commission reductions, if any are yours.

2. **What if someone registers, or just appears with an offer, at the "11th hour", beyond the listing sales representative's scheduled time for offer presentation?**

RECO Code of Ethics Section 24: The Listing Representative or broker has an obligation to serve the best interests of their client by presenting any and all offers at the first practicable opportunity. An offer can't be disqualified based on when it is received, even if at the last minute.

3. **Who directs when offers will be presented for review?**

Listing Representative, only with explicit written direction from their client, can set a specific location and time for presentation of offers. Use OREA Seller's Direction Re: Property/Offer Form 244 for this purpose.

4. **What if I have a Buyer offer on my listing?**

RECO Code of Ethics Section 17 requires a Listing Representative that is also representing a Buyer in a competing offer situation to disclose this relationship **in writing** to every person involved. A Listing Representative must also disclose if a competing offer has been made by a Buyer Representative within their brokerage or if two Buyer Representatives from the same co-operating brokerage have submitted offers, and if any have commission reductions.

If you have a side agreement to reduce commission, you must disclose only the amount of the reduction to all parties with registered offers. You are not required to disclose the total amount of commission. It may be in your Seller's best interest to revert to full commission if you are also personally representing one or more Buyer. This helps encourage maximum competition by "leveling the playing field" among Buyers and negating any perception of unfair advantage. Promises or side agreements, and their terms and conditions must be in writing, and signed by your Seller.

5. **Where should offer presentations take place?**

Many sales representatives find it advantageous to schedule presentations at the office. This allows easy access to various support tools - phones, fax, copiers, reception (during office hours), and assists the Seller in being more objective about the process.

6. **When should I call on my manager for assistance?**

Your manager is available as a resource to assist you wherever possible but keep in mind they are best to provide guidance and remain neutral and not part of the presentation. A trusted colleague is a suitable alternative in this situation.

If you have questions about how to proceed, please contact your manager.

Royal LePage Real Estate Services Ltd. Privacy Policy

Royal LePage Real Estate Services Ltd., Brokerage, we respect the privacy of our clients and we are committed to keeping your personal information accurate, confidential, secure and private. We have adopted the following Privacy Policy to ensure that Royal LePage Real Estate Services Ltd. continues to meet its commitment to your privacy.

The following sections, read as a whole, comprise the Royal LePage Real Estate Services Ltd. Privacy Policy:

1. Introduction
2. The Ten Principles of Privacy
3. Application of the Ten Principles – How We Treat Your Personal Information
 - i) The Kind of Information We Collect
 - ii) How We Use Your Information
 - iii) When We are Permitted to Disclose Your Information
 - iv) With Whom We May Share Your Information
 - v) How We Safeguard Your Information
 - vi) Web Site Security
 - vii) Accessing and Amending Your Information
 - viii) Opting Out
 - ix) Web Site Usage Information and Cookies
4. Updates
5. Questions, Concerns and Complaints

1. Introduction

Royal LePage Real Estate Services Ltd. provides a variety of products and services to the public, including but not limited to: real estate brokerage services, real estate agency services, advising with respect to real estate purchase and sale, property leasing, property management, and other real estate advisory services.

In the course of providing these products and services, Royal LePage Real Estate Services Ltd. may collect, with consent, certain personal information about its clients, employees and Royal LePage Real Estate Services Ltd. brokers and agents.

“Personal Information” means information about an identifiable individual. This may include, without limitation, the individual's name, home address, age, income, credit history or other financial information, credit card information, personal preferences and other information about his, her or their family. Business contact information is also personal information, but consent is not required to collect, use or disclose this information for the purpose of communicating or facilitation communication with an individual in their business capacity.

The Royal LePage Real Estate Services Ltd. Privacy Policy is based on Canada's *Personal Information Protection and Electronic Documents Act* ("PIPEDA"), which includes the Ten Privacy Principles outlined in the National Standard of Canada entitled *Model Code for the Protection of Personal Information*. For more information about this legislation, please visit the official web site of the Office of the Privacy Commissioner of Canada at <http://www.priv.gc.ca>.

This web site is governed by Canadian law. If you are located in a jurisdiction outside of Canada and have questions on the application of the laws of your country to our collection, use or disclosure of your personal information, then please contact your local privacy commissioner or data supervisory authority.

This Privacy Policy describes the ten principles that Royal LePage Real Estate Services Ltd. follows to protect your Personal Information when we collect, use or disclose it in the course of carrying on commercial activities in Canada. All of our employees and contractors who have access to Personal Information must adhere to the Royal LePage Real Estate Services Ltd. Privacy Policy and related procedures. To this end, Royal LePage Real Estate Services Ltd. has appointed a Chief Privacy Officer to ensure compliance by all Royal LePage Real Estate Services Ltd. employees and to address your privacy concerns.

2. The Ten Principles of Privacy

The following ten principles govern our actions as they relate to the collection, use and disclosure of Personal Information:

Principle 1 - Accountability

Royal LePage Real Estate Services Ltd. is accountable for all Personal Information in its possession or control, including Personal Information transferred to third parties for processing.

Principle 2 - Identifying Purposes

Royal LePage Real Estate Services Ltd. will inform you of the purposes for which it is collecting any Personal Information, before or at the time the information is collected.

Principle 3 - Consent

As required under Canadian law, Royal LePage Real Estate Services Ltd. will obtain your consent before or when it collects, uses or discloses your Personal Information.

Consent can be express or implied. In certain cases consent may be given through an authorized representative. You may withdraw your consent at any time on reasonable prior notice (subject to any legal or contractual restrictions of which you will be informed). In certain exceptional circumstances Royal LePage Real Estate Services Ltd. may collect, use or disclose Personal Information without your knowledge or consent where such collection, use or disclosure is permitted or required by law.

Principle 4 - Limiting Collection

The information collected by Royal LePage Real Estate Services Ltd. will be limited to those details necessary for the purposes we have identified to you or to perform the services you have requested. Information will be collected by fair and lawful means.

Principle 5 - Limiting Use, Disclosure and Retention

Personal Information will only be used or disclosed for the purpose for which it was collected unless you have consented to use or disclosure for other purposes. Personal Information will be handled in accordance with our document retention policies and will generally only be retained for the amount of time needed to fulfil the purpose for which it was collected, unless a longer period is required or permitted under applicable law.

In certain exceptional circumstances, Royal LePage Real Estate Services Ltd. may have a legal duty or right to collect, use or disclose Personal Information without your knowledge or consent with respect to matters that concern the company's or the public's interest.

Principle 6 - Accuracy

Royal LePage Real Estate Services Ltd. will keep Personal Information as accurate, complete and current as necessary to fulfil the identified purposes for which it was collected. You may have this information amended or supplemented where it is found to be inaccurate or incomplete.

Principle 7 - Safeguarding Personal Information

Personal Information is safeguarded using measures appropriate to the sensitivity of the information.

Principle 8 - Openness

Royal LePage Real Estate Services Ltd. will make information available to its clients, employees and Royal LePage Real Estate Services Ltd. brokers and agents about the policies and procedures Royal LePage Real Estate Services Ltd. uses to manage personal information. You have access to this information through our Web site, or through alternate means if requested.

Principle 9 - Access

Upon written request, you will be informed of the existence, use and disclosure of your Personal Information, and will be given access to it, except where prohibited by law. Royal LePage Real Estate Services Ltd. will respond to such requests as efficiently as possible. If Royal LePage Real Estate Services Ltd. is prohibited from providing such access we will explain the reasons for the lack of access, except where prohibited by law.

Principle 10 – Challenging Compliance

Individuals have the right to express their concerns with an organization's compliance with these privacy principles. Royal LePage Real Estate Services Ltd. has policies and procedures to receive, investigate and respond to complaints and questions regarding this Privacy Policy and our collection, use and disclosure of Personal Information. You may contact Royal LePage Real Estate Services Ltd. Chief Privacy Officer to express any concerns with Royal LePage Real Estate Services Ltd.'s adherence with this Privacy Policy or to request access to your Personal Information. The contact information for our Chief Privacy Officer is provided at the end of this document.

3. Application of the Ten Privacy Principles - How we treat your personal information

The Kind of Information We Collect

Royal LePage Real Estate Services Ltd. gathers and uses Personal Information in order to provide you with the products and services you have requested and to comply with applicable legislative requirements. The following is a representative list of the types of information that we collect:

- Information required in accordance with FINTRAC rules to verify your identity or when necessary to qualify you as a seller, buyer, mortgagor, lessor or tenant:
 - name, address and contact information;
 - date of verification;
 - occupation/principal business;

- date of birth;
 - document used to verify identity, including source information, ID number, issuing jurisdiction, and expiry date;
 - credit file information including credit bureau name, date we consulted the applicable credit bureau and your credit file reference number;
 - financial account number information and the documentation from two reliable sources to verify your identity;
- when collecting an e-signature, we save the geographic location of the signee;
 - identity verification information as above to verify the directors and officers of corporations;
 - your Social Insurance Number if we are obligated to collect it pursuant to the *Income Tax Act*, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* or other applicable legislation;
 - information about real property that you own as required to effectively market, sell or rent properties on your behalf;
 - information such as resume and prior employment and reference information to evaluate real estate agent applicants and potential employees; and
 - information required to otherwise provide professional and competent real estate services to clients and to ensure that you are satisfied with the products and services we have provided.

We do not collect personal information about you when you visit this web site (except for IP address, described below under “Web Site Usage Information and Cookies”) unless you provide it. All information that you do provide us with is securely maintained and kept strictly confidential. This Privacy Policy does not apply to aggregated data from which it is not possible to determine the identity of a specific individual. Royal LePage Real Estate Services Ltd. reserves the right to use anonymous, aggregated data in any way that it determines appropriate.

How We Use Your Information

At Royal LePage Real Estate Services Ltd. we use Personal Information for the following purposes:

- to verify your identity;
- to market your real property for sale or lease;
- to assist you in finding real property for sale or lease;
- to communicate with you in order to provide you with our products and services, which includes providing you with updates about our services and offering you additional products or services that you may be interested in;
- for inclusion in documentation relating to your particular real estate transaction;

- to monitor our level of service and report back to you to ensure your satisfaction with the provision of our services; and
- to consider your application for employment or engagement as a Royal LePage Real Estate Services Ltd. agent.

We will only use Personal Information for the purpose that we have disclosed to you and for which you have provided your express or implied consent, unless use for another purpose without your consent is permitted or required under applicable law. If we want to use your information for a different purpose, we will notify you and ask for your consent first.

When We are Permitted to Disclose Your Information

Royal LePage Real Estate Services Ltd. is obliged to keep your Personal Information confidential except under the following circumstances:

- When Authorized by You

Many of the services offered by Royal LePage Real Estate Services Ltd. require us to obtain Personal Information about you in order to perform the services you have engaged us to provide. For example, in the course of the real estate listing process, we will share your property and ownership information with our local real estate board and the Canadian Real Estate Association for the purposes of listing the property on the MLS® system and we will share your property information with those persons and companies involved in the real estate transaction such as other real estate brokerages and agents, property appraisers, home inspectors, financial institutions, and lawyers.

We will always obtain consent from you first, and we will never use the information for purposes other than those we have told you about unless use for another purpose without your consent is permitted or required under applicable law.

You may withdraw your consent at any time on reasonable prior notice, subject to any legal implications (which we will inform you about). In some cases, if you do not consent to our use or disclosure of certain Personal Information, we may be unable to continue to provide all or part of the services you have requested.

- When Required by Law

The type of information we are legally required to disclose usually relates to government tax and financial transaction reporting requirements. However in some cases, such as under a court order, we may be required to disclose certain information to persons specified in the court order. We will only provide the specific information requested and only upon being satisfied that the authorities have legitimate grounds to request the information.

- When Permitted by Law

Canada's privacy legislation has provided for certain situations where Royal LePage Real Estate Services Ltd. is legally permitted to disclose Personal Information without your consent. Examples include situations involving the collection of debt in arrears, medical emergencies, or suspicion of illegal activities.

With Whom We May Share Your Information

- Real Estate Brokers, Agents and Employees

In the course of daily operations, we may disclose Personal Information to real estate brokers and agents, both at our brokerage and other firms. Our employees will also have

access to Personal Information. Access to Personal Information is limited to those brokers, agents and employees with a legitimate reason to use it. As a condition of their engagement, all Royal LePage Real Estate Services Ltd. brokers, agents and employees are required to follow all applicable laws and regulations, including this Privacy Policy. Unauthorized use or disclosure of confidential client information by any Royal LePage Real Estate Services Ltd. broker, agent or employee is prohibited and may result in disciplinary measures.

- Real Estate Boards

As described above, in order to list a property on the MLS® system we will disclose to our local real estate board and the Canadian Real Estate Association the property and ownership information for the listed property. This information is made available through the MLS® system to other Realtors®, both in Canada and internationally.

- Royal LePage Real Estate Services Ltd. Third Party Suppliers and Service Providers

As you may know, we may engage and coordinate third party suppliers to provide you with certain services offered through Royal LePage Real Estate Services Ltd. Such suppliers are only given the information that is needed for them to provide the specific services that we have contracted them to provide and they are restricted from using this information for any other purpose. Suppliers and service providers are obliged to protect the confidentiality of your Personal Information and they are required to treat your Personal Information in accordance with this Privacy Policy.

In some cases our service providers may be located outside of Canada in countries where the law provides for a different level of protection for Personal Information than that which is available under Canadian law. If you would like to obtain more information about our policies and procedures regarding the use of service providers located outside of Canada, please contact our Chief Privacy Officer at the address listed in Section 5 below.

- Sale of Business

We may disclose your personal information to a third party and their professional advisors in connection with a sale, merger or other disposition (whether of assets, stock or otherwise) of our business. In this event we will require that the information be maintained as confidential and only used for the purposes of evaluating and completing the transaction.

How We Safeguard Information

Royal LePage Real Estate Services Ltd. has organizational, technical and physical controls in place that are designed to maintain the security of its information and information systems. Files containing Personal Information are stored according to the sensitivity of the information contained therein. Appropriate controls (such as restricted access) are placed on our computer systems and data processing procedures. Physical access to areas where Personal Information is gathered, processed or stored is limited to authorized employees and contractors.

When you telephone a Royal LePage Real Estate Services Ltd. agent or employee to speak about your file, you may be asked for some Personal Information to identify you. This type of safeguard is designed to ensure that only you, or someone authorized by you, has access to your file.

As a further means of safeguarding your Personal Information, we follow commercially reasonable document retention practices and securely destroy your Personal Information once

the purposes for which we collected it have been fulfilled, unless a longer period is permitted or required by law.

Third Party Web Sites

In order to serve you better, Royal LePage Real Estate Services Ltd. offers clients access to certain information about third party products and services through links on this web site to other third party web sites, including social media web sites. Royal LePage Real Estate Services Ltd. is in no way responsible and cannot guarantee the content or privacy of other web sites linked to www.rlpqta.ca.

Accessing and Amending Your Information

You have the right to access the Personal Information we keep about you and have the right to verify or amend the information if it is shown to be inaccurate or incomplete. If you would like to view the Personal Information held in your file, please make a written request to the Chief Privacy Officer at the address listed below, under "Questions, Concerns and Complaints". We will respond to your request as efficiently as possible. Please note that we will request Personal Information from you to verify your identity before providing you with access. Please also note that your right of access is not absolute; there are circumstances under which we may refuse access as provided under applicable law.

Opting Out

Should you wish to withdraw your consent to our collection, use or disclosure of your Personal Information, please contact the Chief Privacy Officer at the address, phone number or email address provided at the end of this document. While we can accommodate your request in respect of the promotional materials you receive from us, if you wish to withdraw your consent for the other business purposes for which we collect, use and disclose your Personal Information, we may not be able to provide our services to you that are based on the use and disclosure of this information.

Web Site Usage Information and Cookies

Royal LePage Real Estate Services Ltd. may collect information about your usage of this web site. For example, our web servers may record certain information automatically when you visit the web site. Some of this information collected cannot be traced back to a specific person, while other information is anonymous. This web site information is collected using "cookies" (discussed below) and might include the pages you visited, your IP (Internet Protocol) address and other site usage statistics. This information is used for research and analytical purposes only (like evaluating how many visitors our web sites receive or which pages they visit most often). This aggregate data may be disclosed to third parties, but never with personally identifying information.

Cookies are small text files that contain a unique identification number that allows our computers to identify your web browser (but not you) each time you visit our web sites. The information helps Royal LePage Real Estate Services Ltd. improve the functionality of the site and enhance the navigation and security of your session. Most major web sites use this technology and most browsers are set up to accept them.

You may configure your browser to notify you when you receive a cookie, and you may refuse to accept them entirely. However, if you refuse to accept cookies, you may limit the functionality that we can provide to you when you visit our site.

4. Updates

We may update this Privacy Policy from time to time, so please check back often to review the latest version. Following each update we will assume that you have familiarized yourself with the current version of our Privacy Policy and we will assume that we may collect, use and disclose your Personal Information in accordance with the updated Privacy Policy unless you advise us otherwise in writing.

This Privacy Policy was last updated on May 22, 2020.

5. Questions, Concerns and Complaints

If you have any questions, concerns or complaints about your Personal Information, or about the Royal LePage Real Estate Services Ltd. Privacy Policy, please contact our Chief Privacy Officer using the contact information provide below:

Chief Privacy Officer

Royal LePage Real Estate Services Ltd., Brokerage

39 Wynford Drive, Suite 200

Toronto, Ontario M3C 3K5

T 416.306.4336

privacyofficer@royalpage.ca

Personal Transaction Policy

Independent Contractor Buying /Selling For Their Own Use Or For Immediate Family

The Independent Contractor is to email the branch manager the specifics of each case and follow up with a review prior to the transaction taking place, in order to ensure a proper understanding of this policy.

SUMMARY:

This section provides some of the key highlights to the policy for Independent Contractors buying/selling personal use property or assisting an immediate family member with the buying or selling of personal use property.

- a) The Company will waive it's share of the commission on up to 6 transaction ends over a 36 month period when the deal involves the purchase and sale of Eligible Property for either the Independent Contractor or their Immediate Family.
- b) Eligible Property means property for one's own use or occupancy and not for investment and must be their principal residence. It will also include the principal seasonal/recreational dwelling property. A residence can include a multiple unit building with up to a maximum of five units, at least one of which is occupied by the Independent Contractor or Immediate Family, but excludes properties such as multiple family unit buildings held for income-producing purposes and land that is not contiguous to his/her place of residence.
- c) Immediate Family includes the husband or wife of the person (including common-law spouse) and any child, parent, brother or sister (including those individuals associated through marriage or legal adoption) of the Independent Contractor.
- d) The Independent Contractor will be required to cover any associated costs (ie: legal fees, commissions due to other REALTORS® involved, etc.), as well as an administration fee per transaction end. When buying or selling an Eligible Property, an administration fee of \$350.00 per end will apply. When providing free assistance to immediate family with their purchase or sale of an Eligible Property, the administration fee will be the lower of (a) 10% of the gross commission that would have been earned by the Independent Contractor on the subject transaction based on an imputed commission rate of 2.0% per listing end and/or 2.5% per selling end, or (b) \$750.00 per end.

1. PURPOSE:

To establish an equitable and consistent policy to be used when Independent Contractors of Royal LePage Real Estate Services Ltd. (the Company) are buying or selling personal use property or assisting an immediate family member with the buying or selling of personal use property.

2. SCOPE:

In order to qualify under this policy, the following conditions must apply to the purchase or sale transaction, and the Independent Contractor.

- 2.1 The Independent Contractor will be entitled to take advantage of this benefit (for themselves or for the Immediate Family) at the rate of 6 transaction ends within a 36 month period.
- 2.2 The transaction must involve the Independent Contractor purchasing or selling "Eligible Property" or assisting "Immediate Family" with buying or selling "Eligible Property".
 - a) Eligible Property means property for one's own use or occupancy and not for investment and must be their principal residence. It will also include the principal seasonal/recreational dwelling property. A residence can include a multiple unit building with up to a maximum of five units, at least one of which is occupied by the Independent Contractor or Immediate Family, but excludes:
 - property such as multiple family unit buildings held for income-producing purposes.
 - land that is not contiguous to his/her place of residence.
 - b) Immediate Family includes the husband or wife of the person (including common-law spouse) and any child, parent, brother or sister (including those individuals associated through marriage or legal adoption) of the Independent Contractor.
- 2.3 When providing services to an Immediate Family member, the total commission a Realtor is charging on the function (listing and/or selling) must be less than or equal to \$750.00 per transaction end otherwise the transaction does not qualify under the personal transaction policy.

Personal Transaction Policy

Independent Contractor Buying /Selling For Their Own Use Or For Immediate Family

- 2.4 Commissions received on a transaction end completed under this policy will not count towards the Independent Contractor's annual commission plan threshold or commission plan renewal minimums however, they will still count towards awards totals.
- 2.5 The REALTOR® is an Independent Contractor with Royal LePage Real Estate Services Ltd. at the time the subject transaction becomes Closed and Collected. In the event that the Independent Contractor terminates their association with the Company prior to the personal transaction becoming Closed and Collected, the full Company portion becomes due and payable.

3. RESPONSIBILITY:

3.1 The Company

- a) Royal LePage Real Estate Services Ltd. will issue the necessary invoices to Lawyers and Co-operating Brokerages to reflect the appropriate amounts owed.
- b) Due to various legal and tax requirements, the Company will not instruct a lawyer or a co-operating Brokerage to reflect an adjustment of commission against the purchase or sale of an Independent Contractor's personal transaction. In the event that a previously disclosed commission owing to the Independent Contractor is adjusted on a personal transaction for themselves prior to closing in exchange for an economic benefit towards the buying/selling price, CRA requires the Company to reflect the economic benefit of this commission adjustment on their T4A.

3.2 Independent Contractors

- a) All Independent Contractors of Royal LePage Real Estate Services Ltd. are expected to transact any personal real estate through the Company.
- b) The Independent Contractor will be required to cover any associated costs (ie: legal fees, commissions due to other REALTORS® involved, etc.), as well as an administration fee per transaction end. When buying or selling an Eligible Property, an administration fee of \$350.00 per end will apply. When assisting Immediate Family with their purchase or sale of an Eligible Property, the administration fee will be the lower of (a) 10% of the gross commission that would have been earned by the Independent Contractor on the subject transaction based on an imputed commission rate of 2.0% per listing end and/or 2.5% per selling end, or (b) \$750.00 per end.
- c) All Independent Contractors of the Company are governed by the Independent Sales Representative Agreement and the applicable real estate regulations when dealing in real estate for their own account. There are very stringent regulations concerning the purchase or sale (including rentals and leases) of real estate by licensed real estate persons. In view of this, all Independent Contractors (including licensed employees) of Royal LePage Real Estate Services Ltd. purchasing or selling real estate must disclose their full relationship with the Company to the seller or buyer prior to an offer being presented as the case may be, including any knowledge that may affect their decision. Failure to follow this procedure may result in the cancellation of the Independent Contractor's RECO registration and dismissal from the Company. The cardinal rule is "full disclosure", on the appropriate form, in accordance with the terms of the appropriate legislation.
- d) The Independent Contractor must complete the appropriate section of the deal information sheet that requests information on the personal transaction.
- e) It is the Independent Contractor's responsibility to be familiar with the current policy.

4. REVISION:

This document will be reviewed from time-to-time and revised as required. The prevailing version of this policy will be posted on the Royal LePage Real Estate Services Ltd. extranet site.

www.RoyalLePageRESLTD.ca

**Respect in the Workplace
Prevention of Violence and Harassment Policy & Program**

Last reviewed February 16, 2018 – Human Resources

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Policy Statement & Intent

Brookfield Real Estate Services Manager Limited and its operating brands which includes Royal LePage Real Estate Services Ltd (the Company) is committed to building and preserving for its employees a safe, productive, and healthy working environment based on mutual respect. In pursuit of this goal, the Company does not condone and will not tolerate acts of violence, harassment, or bullying against or by any employee.

Our Workplace Anti-violence, Harassment, and Sexual Harassment Policy is not meant to stop free speech or to interfere with everyday interactions. However, what one person finds inoffensive, others may not. Usually, harassment can be easily distinguished from normal, mutually acceptable socializing. It is important to remember that it is the perception of the receiver that determines whether the potentially offensive message is acceptable or not, be it spoken, gestural, pictorial, or some other form of communication which may be deemed objectionable or unwelcome.

The intention of this policy and its procedures is to prevent violence, harassment, or bullying from taking place and, where necessary, to outline how we will act upon incidents and complaints of such behavior.

Scope

This policy applies to all employees of the Company as well as contractors, consultants, volunteers, and any individual operating in any location under the control of the Company (including any employees or contractors of a contractor to the Company). It applies in any location in which you are engaged in work-related activities.

This includes, but is not limited to:

- the workplace
- during work-related travel
- at restaurants, hotels or meeting facilities that are being used for business purposes
- in Company owned or leased facilities
- in facilities owned or leased by a franchisee
- during telephone, email and other communications, including but not limited to
- social media, dialogue that extends from the workplace, related to work or workplace relations as well as comments made on social media pertaining to or associated with workers, work or the workplace at any work-related social event, whether or not it is sponsored by the Company
- harassment which occurs outside the workplace but which may adversely impact employee relationships, which may also be workplace harassment

This policy also applies to situations in which you are harassed in the workplace by individuals who are not employees, contractors, consultants, or volunteers of the Company, such as customers and suppliers. However, the available remedies may be constrained by the situation and the fact that these individuals are not Company employees, contractors, consultants, or volunteers.

Definitions:

Workplace Harassment

Workplace harassment is a health and safety issue that is covered under the Occupational Health and Safety Act (the "OHSA").

Workplace harassment is defined under the OHSA as:

- Engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

Some examples of workplace harassment are:

- verbally abusive behaviour such as yelling, profanity insults, ridicule and name-calling, including remarks, jokes or innuendos that demean, ridicule, intimidate or offend
- workplace pranks, vandalism, bullying and hazing
- gossiping or spreading rumours, regardless of whether they are malicious
- excluding or ignoring someone, such as persistent exclusion of a particular person from workplace-related social gatherings
- workplace supervision done in a demeaning or abusive manner
- humiliating someone
- sabotaging someone else's work
- displaying or circulating offensive pictures or materials
- offensive or intimidating phone calls, emails, texts or social media communications
- a supervisor/manager impeding an individual's efforts at promotions or transfers for reasons that are not legitimate
- making false allegations about someone in memos or other work related documents
- menacing behaviours including staring, glaring, inappropriate gestures or unwelcome physical closeness

Harassing comments or conduct can poison the working environment, making it a hostile or uncomfortable place to work, even if the person is not being directly targeted. This is commonly referred to as a **poisoned working environment** and it is also a form of harassment.

Some examples of actions that can create a poisoned work environment include:

- displaying offensive or sexual materials such as posters, pictures, calendars, websites or screen savers
- distributing offensive e-mail messages or attachments such as pictures or video files
- practical jokes that embarrass or insult someone
- jokes or insults that are offensive in nature

Workplace Bullying

The Company does not condone any type of physical or non-physical violence, including bullying. Bullying involves repeated and persistent negative acts towards one or more individuals which involves a perceived power imbalance and creates a hostile work environment. Workplace bullying can include social isolation, behaviour that is intended to intimidate, offend, degrade or humiliate a person or group of people. Examples of behaviours that constitute bullying include, but are not limited to, the following:

- Intimidation;
- Personal attacks on a person's private life or personal attributes
- Physically abusing or threatening abuse;
- Yelling or using profanity;

- Criticizing a person persistently or constantly;
- Excluding or isolating workers, supervisors, or managers;
- Intruding on a person's privacy by pestering, spying or stalking;
- Withholding necessary information or purposefully giving the wrong information.
- Use of social media to propagate bullying in the workplace
- Intentionally withholding information required for the performance of the job,

Psychological Harassment

Psychological harassment is vexatious behaviour that manifests itself in the form of conduct, verbal comments, actions or gestures characterized by the following four criteria:

- They are repetitive
- They are hostile or unwanted
- They affect the person's dignity or psychological integrity, and
- They result in a harmful work environment

Examples of psychological harassment include:

- Discrediting the person by spreading rumours;
 - Ridiculing or humiliating him/her;
 - Belittling the person by forcing him/her to perform tasks that are belittling and below his/her skills;
- Preventing the person from expressing him/herself by yelling or threatening him/her.

Management rights and normal conditions of employment:

Psychological harassment must not be confused with the normal exercise of the Company's management rights, in particular the management's right to assign tasks, to do a follow-up and/or control tightly the work of a worker whose output is unsatisfactory and management's right to reprimand or impose disciplinary sanctions. Insofar as the employer does not exercise these rights in an arbitrary, abusive or discriminatory manner or outside the normal conditions of employment, management's actions do not constitute psychological harassment.

Sexual and Gender-Based Harassment

Sexual harassment includes conduct or comments of a sexual nature that the recipient does not welcome or that offend him or her. Sexual and gender-based harassment also includes negative or inappropriate conduct or comments that are not necessarily sexual in nature, but which are directed at an individual because of his or her gender or sex. Comments or conduct of a sexual nature or that are based on gender or sex that are not necessarily directed at a particular individual but are unwelcome or offensive to an individual or group can also constitute sexual or gender-based harassment.

The OHSAA defines workplace sexual harassment as:

- (i) Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- (ii) Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Both men and women can be victims of sexual or gender-based harassment, and someone of the same or opposite sex can harass someone else. Some examples of sexual or gender-based harassment are:

- sexual advances or demands that the recipient does not welcome or want
- threats, punishment or denial of a benefit for refusing a sexual advance
- offering a benefit in exchange for a sexual favour
- leering (persistent inappropriate staring)
- displaying sexually offensive material such as posters, pictures, calendars, cartoons, screen savers, pornographic or erotic websites or other electronic material
- distributing sexually explicit e-mail messages or attachments such as pictures or video files
- sexually suggestive or obscene comments or gestures
- unwelcome remarks, jokes, innuendoes, propositions or taunting about a person's body, clothing or sex
- persistent, unwanted attention after a consensual relationship ends
- physical contact of a sexual nature, such as touching or caressing
- gossip or rumours regarding a person's sexual activities or relationships, regardless of whether they are malicious; and
- sexual assault

Discrimination

Discrimination is an action or a decision that treats a person or a group negatively for reasons such as their race, age, disability, national or ethnic origin, religion, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics (Note: this is not a complete list). We believe strongly in equal employment opportunities. Our policy prohibits discrimination in all of our business activities on any factor prohibited by law.

Workplace violence

Workplace violence is the exercise, statement, or behaviour of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker such as:

- Physical acts (e.g., hitting, shoving, pushing, kicking, sexual assault, throwing an object at a worker, kicking an object the worker is standing on such as a ladder, or trying to run down a worker using a vehicle or equipment such as a forklift);
- Any threat, behaviour, or action which is interpreted to carry the potential to harm or endanger the safety of others, result in an act of aggression, or destroy or damage property; or
- Disruptive behaviour that is not appropriate to the work environment (e.g., yelling or swearing).
- *Near Miss*, acting out and or striking out, but missing the target. This may include: a punch or hit thrown but missed, object thrown but missed, lurking and stalking

Three main criteria's for violence

- 1) Exercise of physical force
- 2) Attempt to exercise physical force
- 3) Threat to exercise physical force.

Domestic violence

A person who has a personal relationship with a worker (such as a spouse or former spouse, current or former intimate partner or a family member) may physically harm, or attempt or threaten to physically harm, that worker at work. In these situations, domestic violence is considered workplace violence.

Personal harassment

Any unsolicited, unwelcome, disrespectful, or offensive behaviour that has an underlying sexual, bigoted, ethnic, or racial connotation and can be typified as:

- Behaviour that is hostile in nature, or intends to degrade an individual based on personal attributes, including age, race, nationality, disability, family status, religion, gender, sexual orientation, gender identity, gender expression, or any other protected ground under human rights legislation.
- Sexual solicitation or advance made by a person in a position to confer, grant, or deny a benefit or advancement to the person, where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome;
- Reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant, or deny a benefit or advancement to the person.
- Unwelcome remarks, jokes, innuendos, propositions, or taunting about a person's body, attire, sex or sexual orientation, or religion;
- Suggestive or offensive remarks;
- Bragging about sexual prowess;
- Offensive jokes or comments of a sexual nature about an employee;
- Unwelcome language related to gender;
- Displaying of pornographic or sexist pictures or materials;
- Leering (suggestive persistent staring);
- Physical contact such as touching, patting, or pinching, with an underlying sexual connotation;
- Sexual assault:
- For the most part, victims of sexual harassment are female; however, conduct directed by female employees towards males or between persons of the same sex can also be held to constitute sexual harassment;
- Any actions that create a hostile, intimidating, or offensive workplace, which may include physical, verbal, written, graphic, or electronic means; and
- Any threats of physical violence that endanger the health and safety of the employee.

Racial/Ethnic harassment

Any conduct or comment which causes humiliation to an employee because of their racial or ethnic background, their colour, place of birth, citizenship, or ancestry. Examples of conduct which may be racial or ethnic harassment include:

- Unwelcome remarks, jokes, or innuendos about a person's racial or ethnic origin; colour, place of birth, citizenship, or ancestry;
- Displaying racist or derogatory pictures or other offensive material;
- Insulting gestures or practical jokes based on racial or ethnic grounds which create awkwardness or embarrassment; and
- Refusing to speak to or work with someone or treating someone differently because of their ethnic or racial background.

What Isn't Harassment

The OHSA states: A reasonable action taken by an employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment. Workplace harassment should not be confused with legitimate, reasonable management actions that are part of the normal work function, including but not limited to:

- measures to correct performance deficiencies, such as placing someone on a performance improvement plan
- imposing discipline for workplace infractions
- requesting medical documents in support of an absence from work
- enforcement of workplace rules and policies

It also does not include normal workplace conflict that may occur between individuals or differences of opinion between co-workers.

The Test of Harassment

It does not matter whether you intended to offend someone. The test of harassment is whether you knew or should have known that the comments or conduct were unwelcome to the other person. For example, someone may make it clear through their conduct or body language that the behaviour is unwelcome, in which case you must immediately stop that behaviour.

Although it is commonly the case, the harasser does not necessarily have to have power or authority over the recipient. Harassment can occur from co-worker to co-worker, supervisor to employee and employee to supervisor.

Respect in the workplace is everyone's responsibility. Any acts that demean, harm or exclude are counter to our culture and should be addressed promptly in accordance with the procedures set out below.

Preventing Harassment

It is the mutual responsibility of all workplace parties to ensure that we create and maintain a harassment free workplace. This includes addressing harassment from all possible sources (including customers, clients, employers, supervisors, workers, strangers and domestic/intimate partners). All workplace parties have a responsibility to ensure that their own behaviour and interaction are respectful and not in contravention of this policy.

The Company's Commitment

The Company will do its part by not tolerating or condoning harassment in the workplace. This includes making everyone in our organization aware of what behaviour is and is not appropriate, investigating complaints and imposing suitable corrective measures.

The company is committed to:

- Training and education of all employees
- Integrating safe behaviour into day-to-day operations
- Ensure that measures and procedures in the violence and harassment prevention program are carried out. Hold management accountable for responding to and resolving complaints of violence
- Reviewing of all reports of violence and/or threats of violence in a prompt, objective and sensitive manner. This includes a review of all investigations associated with violence-related incidents.

- Providing appropriate response measures.
- Facilitating medical attention and appropriate support for all those either directly or indirectly involved.
- Ensure any deaths or critical injuries are reported to a Ministry of Labour (MOL) inspector, the police (as required), JHSC or H&S representative, as well as investigated with the JHSC. Send the report explaining the circumstances to all parties in writing within 48 hours of the occurrence. Include information and particulars prescribed by the *Occupational Health and Safety Act* and regulations
- Tracking and analyzing incidents.
- Taking appropriate corrective and disciplinary action.
- In consultation with the JHSC, conduct regular risk assessments.
- Posting this policy on the health and safety notice boards
- Including details of this policy in new employee orientation package

Duties of Supervisors and Management

Supervisors and members of management are expected to assist in creating a harassment free workplace and to immediately contact Human Resources (“HR”) if they receive a complaint of workplace harassment, or witness or are aware of harassing behaviour.

It is the responsibility of Managers and Supervisors ensure that:

- This policy and program is properly enforced and communicated to the employees;
- All employees within their department are adequately trained
- Act respectfully at work and outside of work
- Maintain records of violence/ harassment / bullying/ discrimination related complaints, issues, concerns and investigations
- Take every reasonable precaution to protect workers in cases where domestic violence would like expose a worker to physically injury in the workplace
- Co-operation and make every effort to assist an investigator into a potential claim of workplace violence, harassment, bullying, and discrimination
- Encourage employees to report complaints or incidents of workplace violence and harassment;
- All reports/complaints/incidents of workplace violence and/or harassment will be addressed in an appropriate and timely manner; and
- All complaints or incidents of workplace violence and/or harassment will be reported promptly to senior management and investigated immediately.

Duties of All Employees, Contractors, Consultants, and Volunteers

You must do your part by ensuring that your behaviour does not violate this policy and by fostering a work environment that is based on respect and is free of harassment. Workers who become aware of a violation of this policy, witness harassment, violence, bullying or discrimination, or who become aware that an individual is being harassed, violently acted upon, bullied or discriminated against, has a responsibility to report the incident immediately to his/her Supervisor/People Manager or to the Human Resources Department, without fear of reprisal.

In many cases harassment or bullying ceases as soon as the offender is told that his/her actions are inappropriate. If nothing is done, it generally gets worse. If you object to what you think is inappropriate behaviour and feel you can handle this directly, try to calmly communicate your displeasure or discomfort.

Sometimes an affected person will feel intimidated or otherwise unsafe expressing their discomfort or displeasure. Where the affected worker reasonably considers that advising the offending person is not possible, that worker should advise his/her supervisor/manager or the Human Resources Department

Joint Health and Safety Committee (JHSC):

- Participate in the development, establishment and implementation of violence prevention measures and procedures (the violence and harassment prevention program).
- Make recommendations to the employer for developing, establishing and providing training in violence prevention measures and procedures.
- At least once a year, take part in a review of the workplace violence and harassment prevention program.
- The employee-designate should investigate all critical violence-related injuries.
- Immediately review reports of critical injury or death. Outline in writing the circumstances and particulars within 48 hours of the occurrence.
- Within four days, review written notices lesser injuries where any person is disabled from performing his or her usual work or requires medical attention.

Violence Risk Assessment

The Company will conduct a risk assessment of the work environment to identify any issues related to potential violence that may affect the operation, and will institute measures to control any identified risks to employee safety. This information will be provided to the joint health and safety committee or safety representative.

The risk assessment may include review of records and reports: e.g., security reports, employee incident reports, staff perception surveys, health and safety inspection reports, first aid records, or other related records. Specific areas that may contribute to risk of violence may include, but are not limited to, contact with the public, exchange of money, receiving doors, and working alone or at night. Research may also include a review of similar workplaces with respect to their history of violence.

The Company will communicate information relating to a person with a history of violence where:

- Workers may reasonably be expected to come into contact with the person in the performance of their job duties; and
- There is a potential risk of workplace violence as a result of interactions with the person with a history of violence.

The company will only disclose personal information that is deemed reasonably necessary to protect the worker from physical harm.

The types of violence will be defined as:

Type	Definition
<i>Criminal Intent</i>	<i>Involves a person with no relationship to the workplace, who commits a violent act(e.g. theft, hostage taking/kidnapping, physical assault)</i>
Customer/Client	A client with willful intent to cause harm to the employee
Employee Related	Employee who engages in repeated and persistent negative acts towards one or more employees resulting in the creation of a toxic or unhealthy work
Personal Relationship	Relationship violence that occurs at the workplace (e.g. family member that commits a violent act against a worker within the workplace)

The Company will not tolerate any incidents of workplace violence or harassment perpetrated against or by any employee, customer, vendor, contractor, visitor. With respect to workplace violence and harassment as defined by this policy, any contravention may result in the following:

- Removal from the property;
- Discipline or dismissal;
- Police involvement.

All physical assaults involving an employee or occurring at the company will be reported to the police. Threats of physical violence will be reported to the authorities, as appropriate.

Identifying a potentially Violent person

Signs that a person is potentially violent may include, but are not limited to:

- Their face is turning red or white.
- Their expression is angry, sneering, or glaring.
- They are pacing, making nervous, repetitive, or violent movements, shaking, clenching jaw or fists, approaching too near, or perspiring heavily.
- They are using a loud voice and/or abusive language.
- Their breathing is shallow or rapid.
- If you notice these signs, TAKE ACTION. Get help from your supervisor/manager immediately!

Communicating with a potentially Violent person

- DO NOT confront the person by glaring or staring.
- Remain calm and use a calm manner.
- Speak slowly and clearly in a sure tone.
- DO NOT attempt complicated explanations during a tense situation.
- Ask the person to talk and pay close attention.
- DO NOT advise the person to relax or be calm.
- Use silence to placate the person.
- DO NOT defy, criticize, insult, interrupt or patronize.
- DO NOT crowd the person. Allow them about 2 to 4 feet of space.
- DO NOT fight with the person. Leave the situation and if necessary, get help from the police.

Problem solving with a potentially Violent person

- Try to see the situation from the person's point of view in order to figure out how to fix the problem.
- DO NOT take the situation lightly.
- Direct the person's attention to the issue.
- Ask the person how to fix the problem.
- Be positive about criticism. If you agree with it, admit this. If you disagree, try to discuss the situation.
- DO NOT lie or make unreasonable commitments.
- Make minor requests, such as taking the discussion to a quiet area.

- Divide the problem into smaller chunks and deal with them one at a time.
- Be clear about the consequences of violence and provide other options.
- If the person is an employee, do not discuss discipline until the situation is more stable.
- DO NOT immediately turn down the person's request.
- DO NOT try to negotiate with someone who is making threats. End the conversation calmly and if necessary, get assistance.

Ending an abusive Telephone call

- Interrupt in a courteous but firm tone.
- Make it clear that abusive behaviour is not acceptable, and that you will end the conversation if they don't stop. Report the abusive call to your supervisor/manager.
- Halt the call in a courteous but firm tone if the abusive person calls again.
- Make it clear that abusive behaviour is not acceptable, and that you will forward the call to your supervisor/manager if they don't stop.
- Put the caller on hold.
- Report the holding caller to your supervisor/manager.
- Forward the caller to your supervisor/manager.

Procedure for Resolving and Investigating Harassment, Violence or Bullying Incidents and Complaints

Reporting Violence or Bullying

If you are either directly affected by or witness to any violence in the workplace, it is imperative for the safety of all employees that the incident be reported without delay. Reporting any violence or potentially violent situations should be done immediately to management, or the Human Resources department.

Investigating Reports of Violence or Bullying

The company shall:

- Investigate all reported acts and incidents of violence, and consult with other parties (e.g., legal counsel, health and safety consultants, JHSCs, employee assistance provider, human rights office, local police services).
- Take all reasonable measures to eliminate or mitigate risks identified by the incident.
- Document the incident, its investigation, and corrective action taken.
- Submit a report of the incident to the Ministry of Labour where an employee incurs a lost time injury as a result of violence in the workplace.
- Review this policy and hazard assessment annually, or as changes to job responsibilities or environments occur, and revise the assessment as needed.
- Review annually, in conjunction with review of the hazard assessment, the effectiveness of actions taken to minimize or eliminate workplace violence and make improvements to procedures, as required.

The joint health and safety committees/safety representative will:

- Review the Workplace Violence Hazard Assessment results and provide recommendations to management to reduce or eliminate the risk of violence.
- Review all reports forwarded to the JHSC regarding workplace violence and other incident reports as appropriate pertaining to incidents of workplace violence that result in personal injury or threat of personal injury, property damage, or police involvement.

- Participate in the investigation of critical injuries (e.g., incidents that place life in jeopardy or result in substantial blood loss or fracture of leg or arm.)
- Recommend corrective measures for the improvement of the health and safety of workers.
- Respond to employee concerns related to workplace violence and communicate these to management.

In addition, JHSCs may participate in the investigation of reported incidents that result in personal injury or have the potential to result injury

Reporting Discrimination or Harassment

If you believe that you are being harassed, the first thing to do is to tell the person to stop. Do so as soon as you receive any unwelcome comments or conduct. Although this may be difficult to do, telling the person you don't like their actions is often enough to stop the behaviour.

Some of the things you can say that might stop the behaviour include:

"I don't want you to do that."

"Please stop doing or saying..."

"It makes me uncomfortable when you..."

"I don't find it funny when..."

If the harassment continues after you have confronted the individual, you may want to provide him or her with a written statement of the situation.

You can also report the incident(s) to your supervisor/manager, your Human Resources Department ("HR"), or any other member of management. Where appropriate, the Company will assist you with implementing the appropriate de-escalation techniques.

It helps to keep a record of any incident(s) that you experience. This includes when the harassment started, what happened, whether there were any witnesses and what your response was. If you believe that someone who is not an employee of the Company (e.g., a customer, supplier, contractor, etc.), has harassed you, please report the incident(s) to your supervisor/manager, HR, any other member of management or the CEO. Although the Company has limited control over third parties, we will do our best to address the issue and prevent further problems from arising.

Any employee who feels discriminated against or harassed can and should, in all confidence and without fear of reprisal, personally report the facts directly to your supervisor/manager, or to another member of management if the complaint relates to your supervisor/manager.

Formal Procedure

If the incident or complaint cannot be resolved informally or if it is too serious to handle on an informal basis, you may bring a formal complaint to HR. If the matter involves HR, the complaint can be brought to the CEO. Please use the workplace harassment & violence complaint form.

When bringing a formal complaint forward, as much written information as possible will be needed, your complaint should include:

- The approximate date and time of each incident you wish to report;
- The name of the person or persons involved in each incident;
- The name of any person or persons who witnessed each incident; and
- A full description of what occurred in each incident. Including frequency and locations
- Any supporting documents the worker who complains of harassment may have in his/her possession that are relevant to the complaint.

Once a written complaint has been received, the Company will complete a thorough investigation as quickly as possible so that the issue doesn't escalate or happen again. Once we receive your complaint, we may choose to use an internal or external investigator to conduct the investigation, depending on the nature of the incident or complaint. The investigation may be informal or formal as deemed necessary and appropriate by the Company. The Company will determine whether an external investigator is required. The organization will ensure that, where practicable, the investigation is completed within 90 days of the complaint being filed.

Harassment is a serious matter. Therefore, even if a decision is made not to make a formal complaint by an individual, an investigation may still need to occur and steps may need to be taken to prevent further harassment. For example, an investigation may need to be conducted if the allegations are serious or if there have been previous complaints or incidents involving the same individual(s).

The investigation may include:

- interviewing the complainant and respondent to ascertain all of the facts and circumstances relevant to the incident or complaint, including dates and locations
- interviewing witnesses deemed relevant by the investigator, if any
- reviewing any related documentation
- making detailed notes of the investigation and maintaining them in a confidential file

Harassment should not be ignored, as silence can and often is interpreted as acceptance. Employees will not be demoted, dismissed, disciplined, or denied a promotion, advancement, or employment opportunities because they rejected sexual advances or because they lodged a complaint when they honestly believed they were being harassed or discriminated against.

The Company will ensure that all information obtained during the course of an investigation will not be disclosed, unless the disclosure is necessary for the purposes of investigating or taking corrective action, or is otherwise required by law.

For the purposes of this section the following definitions apply:

Complainant – The person who has made a complaint about another individual whom they believe committed an act of violence, discrimination, or harassment against them.

Respondent – The person whom another individual has accused of committing an act of violence, discrimination, or harassment.

The investigation will include:

- Informing the respondent of the complaint;
- Interviewing the complainant, any person involved in the incident, and any identified witnesses; and
- Interviewing any other person who may have knowledge of the incidents related to the complaint or any other similar incidents.

A copy of the complaint, detailing the complainant's allegations, is then provided to the respondent.

- The respondent is invited to reply in writing to the complainant's allegations, and the reply will be made known to the complainant before the investigation proceeds further.
- The Company will protect from unnecessary disclosure the details of the incident being investigated and the identities of the complainant and the respondent.
- During the investigation, the complainant and the respondent will be interviewed, as will any possible witnesses. Statements from all parties involved will be taken and documented, and a decision will be made.

- If necessary, the company may employ outside assistance or request the use of legal counsel.
- Employees will not be demoted, dismissed, disciplined, or denied a promotion, advancement, or employment opportunities because they rejected sexual advances of another employee or because they lodged a harassment complaint when they honestly believed they were being harassed.
- Upon completion of the investigation, the complainant and respondent will be made aware of the findings and provided with a letter stating whether or not the incident or complaint constituted harassment. If a finding of harassment has been made, the complainant will also be provided with information regarding corrective measures taken to prevent a recurrence.
- Where practicable, the complainant and respondent will receive notification of the results of the investigation within 10 days of the investigation being completed.

The Company will determine the appropriate amount of information to be shared with the complainant and respondent. The goal is to complete any investigation and communicate the results to the complainant and respondent within a reasonable time frame after becoming aware of an incident or a complaint is received and, where possible, within 90 days. The timeframe within which an investigation can be completed varies depending on the circumstances of each investigation. If the complainant decides not to lay a formal complaint, senior management may decide that a formal complaint is required (based on the investigation of the incident) and will file such documents with the person against whom the complaint is laid (the respondent).

If it is determined that harassment in any form has occurred, appropriate disciplinary measures will be taken as soon as possible.

Who to Report the Workplace Harassment, Violence To

An incident or a complaint of workplace harassment should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated in a timely manner.

Report a workplace harassment incident or complaint to *Human Resources, 416 510-5686*. If the worker's supervisor or reporting contact is the person engaging in the workplace harassment, contact

Ethics hotline 800-665-0831

If the Company (e.g. senior executive, director) is the person engaging in the workplace harassment, contact Ethics hotline (Note: The person designated as the reporting contact should not be under the direct control of the alleged harasser.)

Human Resources shall be notified of the workplace harassment incident or complaint so that they can ensure an investigation is conducted that is appropriate in the circumstances. If the incident or complaint involves senior executive or independent contractors an external person qualified to conduct a workplace harassment investigation who has knowledge of the relevant workplace harassment laws will be retained to conduct the investigation.

All incidents or complaints of workplace harassment shall be kept confidential except to the extent necessary to protect workers, to investigate the complaint or incident, to take corrective action or otherwise as required by law.

Seeking Immediate Assistance

Canada's *Criminal Code* addresses violent acts, threats, and behaviours, such as stalking. The police should be contacted immediately when an act of violence has occurred in the workplace or when someone in the workplace is threatened with violence. If an employee feels threatened by a co-worker, volunteer, contractor, student, vendor, visitor, client, or customer, an immediate call to "911" is required.

The Right to Refuse Unsafe Work

The right to refuse unsafe work is a legal right of every worker provided by the OHSA. The Company is committed to ensuring a safe workplace. A worker may refuse to work or do particular work where he or she has reason to believe that such work is likely to endanger himself or herself or another worker. This includes when they believe they are in danger from workplace violence, in accordance with the OHSA. A worker who in accordance with this policy reports workplace violence or refuses to perform work will not be subject to any form of reprisal or disciplinary action.

Special Circumstances

Should an employee have a legal court order (e.g., a restraining order, or “no-contact” order) against another individual, the employee is encouraged to notify his or her supervisor, and to supply a copy of that order to the Human Resources department. This will be required in instances where the employee strongly feels that the aggressor may attempt to contact that employee at work, in direct violation of the court order, so that may take all reasonable actions to protect the employee. Such information shall be kept confidential and protected in accordance with all applicable legislation.

If any visitor to the workplace is seen with a weapon (or is known to possess one), or makes a verbal threat or assault against an employee or another individual, employee witnesses are required to immediately contact the police, emergency response services, their immediate supervisor, and the Human Resources department.

All records of harassment and subsequent investigations are considered confidential and will not be disclosed to anyone except to the extent required by law.

In cases where criminal proceedings are forthcoming, the company will assist police agencies, lawyers, insurance companies, and courts to the fullest extent.

Fraudulent or Malicious Complaints

This policy must never be used to bring fraudulent or malicious complaints against employees. It is important to realize that unfounded or frivolous allegations of personal harassment may cause both the accused person and the company significant damage. If it is determined by the company that any employee has knowingly made false statements regarding an allegation of personal harassment, immediate disciplinary action will be taken.

Disciplinary Measures

If it is determined by the company that any employee has been involved in a violent behaviour, unacceptable conduct, or harassment of another employee, immediate disciplinary action will be taken. Such disciplinary action may involve counselling, a formal warning, or dismissal.

Managing and Coaching

Counselling, performance appraisal, work assignment, and the implementation of disciplinary actions are not forms of harassment, and this policy does not restrict a manager’s or supervisor’s responsibilities in these areas.

Employee Support

The company will provide support to victims of violence or harassment through an employee assistance program (EAP). Employees who are victims of violence or harassment are encouraged to seek assistance through this program and can be assured that any counseling and/or treatment administered are completely confidential.

Record Keeping

The Company will keep records of all complaints and investigations or incidents of workplace harassment/sexual/violence or bullying including:

- A copy of the complaint or details about the incident
- A record of the investigation including notes
- Copy of witness statements, if taken
- Copy of the investigation report, if any
- Copy of the results of the investigation that were provided to the worker who reported the harassment and the alleged harasser
- Copy of any corrective action taken to address the complaint or incident of Harassment

These records will be kept for 1 year after the investigation is complete.

Corrective Action

If a finding of workplace harassment is made, the Company will take appropriate corrective measures, regardless of the respondent's seniority or position at the Company.

Corrective measures may include but are not limited to one or more of the following:

- discipline, such as a verbal warning, written warning or suspension without pay
- termination with or without cause
- referral for counselling, coaching or training, anger management training,
- supervisory skills training, or attendance at educational programs on respect in the workplace
- demotion or denial of promotion
- reassignment or transfer
- financial penalties such as the denial of a bonus or performance related salary increase
- any other disciplinary action deemed appropriate under the circumstances

Confidentiality of Complaints and Investigations

The Company will do everything it can to protect the privacy of the individuals involved and to ensure that complainants and respondents are treated fairly and respectfully. The company will protect this privacy so long as doing so remains consistent with the enforcement of this policy and adherence to the law. Neither the name of the person reporting the facts nor the circumstances surrounding them will be disclosed to anyone whatsoever, unless such disclosure is necessary for an investigation or disciplinary action. Any disciplinary action will be determined by the company and will be proportional to the seriousness of the behaviour concerned.

Due to the sensitive nature of workplace harassment complaints, these complaints will be:

- Kept confidential to the extent possible. We will only release as much information as is necessary to investigate and respond to the incident or complaint.
- Take corrective action with respect to the incident or complaint or if required to do so by law.
- Out of respect for the individuals involved, it is essential that the complainant, respondent, witnesses, and anyone else involved in or aware of the investigation maintain complete confidentiality throughout the investigation and afterwards.
- You may have the assistance of a support person throughout the investigation process, as long as they are not a witness or potential witness and agree to maintain strict confidentiality. The role of the support person throughout the investigation process is to observe and provide support.

- All employees, representatives and support persons are required to fully cooperate in the investigation process and to not in any way impede, obstruct or behave in a manner that potentially jeopardizes the integrity of the investigation.
Breaching confidentiality or acting in a manner that obstructs, impedes or affects the integrity of the investigation is subject to discipline up to and including termination of employment.

What to Do if You are Accused of Harassment

If you are asked by a co-worker to stop behaviours which could reasonably constitute harassment, evaluate your behaviour. Even if you did not mean to offend, your behaviour has been perceived as offensive. Stop the behaviour that the person finds offensive and apologize. Failure to stop this behaviour will leave you more vulnerable to disciplinary action if it is determined the behaviour is inappropriate or constitutes harassment. If you believe the incident has been reported or the complaint has been made in bad faith or is malicious in nature, discuss this with HR, your supervisor or any member of management.

Protection from Retaliation or Reprisal

No worker can be penalized, reprimanded, or in any way criticized when acting in good faith while following the procedures for addressing situations involving workplace harassment.

The Company will not tolerate retaliations, taunts, or threats against anyone who reports an incident or complains about harassment or takes part in an investigation. Any person who taunts, retaliates against or threatens anyone in relation to a harassment incident or complaint may be disciplined, up to and including termination of employment.

If you report an incident or make a complaint in good faith and without malice, regardless of the outcome of the investigation, you will not be subject to any form of discipline. The Company will, however, discipline or terminate anyone who brings a false and malicious complaint.

Training

All employees will receive training and communications on this policy and any related program. All employees will receive this policy and a copy of this policy will be posted on the Health and Safety bulletin board.

Worker Support

If Company employees have witnessed or experienced a traumatic event, special support may be required. The Company will accommodate this need on a case-by-case basis

Review and Monitoring of the program

The Respect in the Workplace Prevention of Violence and Harassment Policy and Program will be reviewed annually or as needed with the Joint Health & Safety Committee to ensure any new violence or harassment hazards are identified and employees are properly protected from these hazards. This policy should be reviewed after any violent events take place to determine if changes need to be made.

Ministry of Labour Health & Safety Contact Centre

Toll-free: 1-877-202-0008 TTY: 1-855-653-9260 Fax: 905-577-1316

Call any time to report critical injuries, fatalities or work refusals.

Call 8:30 a.m. – 5:00 p.m., Monday – Friday, for general inquiries about workplace health and safety.

In an emergency, always call 911 immediately.

Employment Standards Information Centre

GTA: 416-326-7160 Canada-wide: 1-800-531-5551 TTY: 1-866-567-8893

**Respect in the Workplace
Prevention of Violence and Harassment Policy & Program
Acknowledgement Form**

I have read and understood the content, requirements, and expectations of the *Respect in the Workplace Prevention of Violence and Harassment Policy & Program*.

Signature: _____

Printed Name: _____

Date (mm/dd/yyyy): _____

Conduct and Ethics – Drug and Alcohol Policy

Effective Date: October 16, 2018

1. SCOPE

This policy applies to Brookfield Real Estate Services Manager Limited and its operating brands which include Royal LePage Real Estate Services Ltd and Johnston & Daniel (referred to as the 'Company') as well as independent contractors and sub-contractors (including sales representatives / brokers and sales assistants), consultants and volunteers that do work on behalf of these brands.

2. PURPOSE

The Company strives to provide a healthy and safe work environment. The use of drugs (including cannabis), alcohol, medications and other substances may seriously affect an employee's ability to perform their duties and may also endanger their health and safety as well as the health and safety of other employees and/or members of the public. For the purposes of this policy, medications are defined as substances that may adversely affect the user's ability to safely perform his or her duties.

The Company will make every reasonable effort to minimize risks associated with our operations and to ensure a safe, healthy and productive workplace. The use of drugs and the inappropriate use of alcohol, medications or other substances can have serious adverse effects on the safety and well-being of employees, contractors and the public.

In order to manage risks and maintain a safe and healthy work environment, employees performing work on the Company premises, or otherwise on behalf of the company, are expected to adhere to the standards as set out in this policy. All independent contractors and subcontractors are expected to adhere to the standards set out in this policy when performing work on Company premises, or otherwise on behalf of the Company.

The purpose of this policy is to:

- Create a safe work environment by reducing the risk of incidents in which alcohol, drugs (including recreational and non-medicinal, whether controlled or illicit), medications (including controlled substances) and other substances are a contributing factor; and
- To deter the use of alcohol, drugs, medications and other substances where such use may impact work performance and safety.

3. POLICY

The Company prohibits the use, possession, or sale of alcohol, drugs, and medications that result in a limitation or impairment (*see below*), on company premises.

Employees are required to be fit for duty when reporting for, being at or performing work. For the purposes of this policy, "fit for duty" means being able to safely and to the standards set out by the Company perform assigned duties without any limitations due to the use or after effects of alcohol, drugs, medications or other substances.

In the event that an employee is taking a medication with the potential for impairment, the employee must disclose this information to Human Resources immediately.

Conduct and Ethics – Drug and Alcohol Policy

The following are strictly prohibited in all job categories and locations:

- Use, possession or distribution of drugs or un-prescribed medications for which a prescription is legally required while on business or premises
- Reporting for work, or performing any work or services while under the influence of drugs or un-prescribed medications for which a prescription is legally required, or while impaired by alcohol
- Intentional misuse of medications or other impairing substances while on business or premises
- Being unfit for scheduled work due to the use or after-effects of alcohol, drugs, un-prescribed medications for which a prescription is legally required or the intentional misuse of prescribed medications, over-the-counter medications or other substances while on business or premises

From time to time employees may attend business functions at which alcohol is served. In addition, the Company may host formal or informal social events where alcohol may be served. On these occasions employees are expected to exercise moderation and drink responsibly.

Employees under the influence of alcohol, drugs, or medication shall not operate a motor vehicle.

Employees who inadvertently come into contact with drugs or un-prescribed medications for which a prescription is legally required in the course of their regular duties should immediately report such findings to Human Resources. Any temporary possession of the prohibited substances in such circumstances will not constitute a breach of this policy.

4. RESPONSIBILITY

Employees and Independent contractors

Employees and independent contractors are obligated to strictly adhere to this policy.

Employees and independent contractors are expected to use medications responsibly for the intended purpose and in the manner as directed by the employee's or independent contractor's physician, pharmacist or manufacturer of the medication. Use of medications that may have impairing effects must be disclosed immediately by employees to Human Resources or by independent contractors to the designated manager on the health and safety committee.

Employees and independent contractors are expected to check with their physician or pharmacist to understand the potential impact of a particular medication (or combination of medications) on their performance and have a responsibility to manage potential impairment during working hours due to the legitimate use of medications in consultation with their physician or pharmacist. Where the use of the medication may negatively affect work performance or safety, the employee is required to report such an impact to Human Resources and a medical assessment may be requested to determine any limitations requiring modified work or temporary reassignment. As part of this medical assessment, the Company may require the employee or to provide appropriate medical documentation in order to assess the employee's or 's fitness for duty. Failure to participate in such testing may be grounds for discipline, up to and including termination for cause.

Conduct and Ethics – Drug and Alcohol Policy

Independent contractors are required to report any negative impact to them caused by the use of medications to the designated manager on the health and safety committee.

Employees with a dependency on alcohol, drugs, medication or other substances are required to disclose such to Human Resources and will not be disciplined for voluntarily requesting help or seeking advice in overcoming their problem or for disclosing that they are involved in rehabilitation efforts. However, disclosure, requesting help, seeking advice or involvement in a rehabilitation effort after an incident or near miss has occurred or after the employee has been notified that he or she must report for a drug or alcohol test under this policy for any reason, will not prevent an employee from being subject to disciplinary measures up to and including termination.

Accessing voluntary assistance does not eliminate the need for the employee to maintain satisfactory work performance or to comply with this policy.

Where an employee self-declares or is otherwise suspected of substance abuse or having a substance abuse problem they are encouraged to communicate if they have a dependency or have had a dependency so that their rights are protected, and they can be accommodated appropriately. Employees will not be disciplined for requesting help or due to current or past involvement in a rehabilitation effort.

In cases where an employee must be reassigned and/or is undergoing a treatment and rehabilitation program, reasonable efforts will be made to offer an alternative position at a comparable level if the employee is qualified for such a position.

For the safety of all persons, employees are to immediately report impairment to a People Manager, Human Resources, and independent contractors to the designated manager on the health and safety committee.

The Company will exercise reasonable care and precaution to protect employee's or independent contractor's confidentiality, except where limited disclosure is required for health and safety concerns (i.e. there is deemed to be a potential risk to self, others or the company, or disclosure is required by law).

Company

The Company is responsible for providing a safe and healthy workplace. People Managers are responsible for identifying and addressing any situation where an employee or independent contractor appears to be under the influence of a substance. Suspicions of an employee's or independent contractor's ability to function safely may be based on specific personal observations, including, but not limited to: slurred speech, difficulty with balance, watery or red eyes, dilated pupils, odour of alcohol/marijuana/other drugs.

Immediate action must be taken to ensure the safety of all persons when an employee or independent contractor is suspected to be under the influence of a substance or suspected of being in possession of illegal drugs (including seeking the assistance of and cooperating with appropriate law enforcement agencies where the Company deems it necessary to do so).

The employee or independent contractor should not be permitted to return to their assigned duties in order to ensure their safety and the safety of other employees or visitors to the workplace.

People Managers, Human Resources, or the designated manager on the health and safety committee are required to remove the employee or independent contractor from duty immediately pending an investigation and notify the necessary parties. A thorough investigation will be completed by the Company or a third party.

Conduct and Ethics – Drug and Alcohol Policy

If an employee or independent contractor is considered impaired and deemed "unfit for work" this decision is made based on the best judgment of two members of management and DOES NOT require a breathalyzer or blood test. The employee will be advised that the Company has arranged a taxi to safely transport them to their home address or to a medical facility, depending on the determination of the observed impairment. The employee or independent contractor may be accompanied by a people manager or another employee if necessary.

An impaired employee or independent contractor will not be allowed to drive. The employee or independent contractor should be advised if they choose to refuse organized transportation and make the decision to drive their personal vehicle that the Company is obligated to and will contact the police to make them aware of the situation.

A meeting will be scheduled for the following work day to review the incident and determine a course of action which may include a monitored referral program as part of a treatment plan.

5. CONSEQUENCES OF NON-COMPLIANCE

If an employee or independent contractor violates this policy, or otherwise does not meet satisfactory standards of work performance as a result of the use of alcohol, drugs, medications or other substances, appropriate disciplinary action will be taken.

In all situations, an investigation will be conducted and documented in order to verify that a policy violation has occurred before appropriate action is taken. The Company has the authority and discretion to temporarily remove, suspend (with or without pay), or hold out of service any employee who is believed to have violated this policy pending an investigation.

The appropriate discipline for an employee or independent contractor in a particular case depends, in part, upon the nature of the policy violation and the nature of the employee's job. Discipline may include a variety of reasonable measures, up to and including termination of employment for cause. Determination of appropriate disciplinary measures will depend on the individual facts of the case, including the nature of the violation, the employee's employment record, the existence of prior violations, and the seriousness of the violation.

6. ADDITIONAL RESOURCES FOR EMPLOYEES

Employees with questions on this policy or issues related to drug or alcohol use, use of medications, or impairment in the workplace should raise their concerns with their People Manager or their Human Resource Representative without the fear of reprisal. Independent Contractors, subcontractors, consultants and volunteers are encouraged to contact an agency that provides programs and services that provide support for substance abuse (such as CAMH in Toronto - 416-535-8501 / www.camh.ca).

The Company recognizes that drug and alcohol abuse is serious. The Company is committed to assisting employees with individualized treatment and rehabilitation in cases where an employee has a substance abuse or substance dependence problem.

The Company provides access to confidential assessments, counselling, referral and aftercare services through its *Employee and Family Assistance Plan*. Employees who suspect that they may have a substance abuse or substance dependency problem are encouraged to seek advice and follow appropriate treatment promptly, before job performance is affected or violations of this policy occur. Alternatively, the Company may recommend that an employee seek assistance if the employee has indicated that they have a problem with alcohol or drugs. Once a violation of this policy

Conduct and Ethics – Drug and Alcohol Policy

occurs, subsequent employee use of the Employee and Family Assistance Plan will not lessen disciplinary action.

If treatment requires time away from work or modified duties, as recommended by a licensed medical professional, the provisions of the Company's disability plans may apply, subject to their terms and conditions. To the extent that this policy conflicts with the terms and conditions of employee benefits and disability plans, the terms of the benefit and disability plans will prevail.

The Company abides by all applicable employment and human rights legislation.

**Code of Ethics Drug and Alcohol Policy
Acknowledgement Form**

I have read and understood the content, requirements, and expectations of the Code of Ethics Drug and Alcohol Policy

Signature: _____

Printed Name: _____

Date (mm/dd/yyyy): _____

Accessibility for Persons with Disabilities Policy

Royal LePage Real Estate Services Ltd. (the Company) strives to provide exceptional customer service to everyone in a dignified and respectful manner, and that meets all legislative requirements. The Accessibility for Ontarians with Disabilities Act (AODA) was passed in 2005. Its goal is to make Ontario accessible for people with disabilities by 2025. The Accessibility Standard for Customer Service applies to all businesses and organizations in Ontario with one or more employees.

The following is our policy for providing exceptional service to everyone, and applies to all Canadian the Company employees and business lines.

1. Our Mission

The Company is committed to provider of quality real estate services to, and through, our leading franchise and corporate brokerage brands throughout Canada. As a provider of these services, we are committed to providing accessible customer service to people with disabilities.

2. Our Commitment

In fulfilling our mission, the Company is committed to providing its goods and services in a way that respects the dignity and independence of people with disabilities. We are also committed to providing people with disabilities the same opportunity to access our goods and services and allowing them to benefit from the same services, in the same place and in a similar way as other customers.

3. Providing Goods and Services to People with Disabilities

The Company is committed to excellence in serving all customers including people with disabilities and we will carry out our functions and responsibilities in the following areas:

1. Communication

The Company is committed to communicating with people with disabilities in ways that take into account their disability. We train staff to communicate with customers on how to interact and communicate with people with various types of disabilities.

2. Telephone Services

The Company is committed to providing fully accessible telephone services to our customers. We train staff to communicate with customers over the telephone in clear and plain language and to speak clearly and slowly. We will offer to communicate with customers by other means if telephone communication is not suitable to their communication needs or is not available.

3. Assistive Devices

The Company is committed to serving people with disabilities and who use assistive devices to obtain, use or benefit from our goods and services. We ensure that our staff is trained and familiar with various assistive devices that may be used by customers with disabilities while accessing our goods or services.

We will also ensure that staff receives training on how to use assistive devices, if available on our premises.

4. Billing

We are committed to providing accessible invoices to all of our customers. For this reason, invoices will be provided in alternative formats upon request.

4. Use of Service Animals and Support Persons

Service Animals

We are committed to welcoming people with disabilities who are accompanied by a service animal on the parts of our premises that are open to the public and other third parties. We will also ensure that all staff, volunteers, and others dealing with the public are properly trained in how to interact with people with disabilities who are accompanied by a service animal.

Support Persons

We are committed to welcoming people with disabilities who are accompanied by a support person. Any person with a disability who is accompanied by a support person will be allowed to enter the Company premises with his or her person. Consent from the person with a disability is required when communicating private issues related to the person with a disability, in the presence of a support person.

5. Notice of Temporary Disruption

The Company will provide customers with notice in the event of a planned or unexpected disruption in the facilities or services usually used by people with disabilities. This notice will include information about the reason for the disruption, the anticipated duration, and a description of alternative facilities or services, if available.

The notice will be posted in a conspicuous place on premises owned or operated by the provider of the goods or services. In the event of an unexpected disruption, notice will be provided as soon as possible.

6. Training for Staff

The Company will ensure that training to all employees, volunteers, and others who deal with the public as well as all those who are involved in the development and approvals of customer service policies, practices and procedures. In addition, training will be provided to the Company employees as part of orientation training for new employees, and on an ongoing basis as required.

Training will include the following:

- The purpose of the AODA 2005 and the requirements of the Customer Service Standard
- Information on the Company's policies, practices and procedures relating to the customer service standard
- How to interact and communicate with people with various types of disabilities
- How to interact with people with disabilities who use an assistive device or require the assistance of a service animal or a support person
- What to do if a person with a disability is having difficulty in accessing the Company's goods or services
- How to use the equipment or devices, if available, on the Company's premises that may help with the provision of goods or services to people with disabilities.

7. Feedback Process

The Company welcomes feedback, including feedback about the delivery of goods and services to persons with disabilities. We offer a variety of ways for you to provide us with your feedback. Please include your contact information, date and time, location, specific concern and any recommendations. Feedback can be submitted to Human Resources Manager:

The Company Human Resources
Human Resources Manager
39 Wynford Drive
Toronto, ON M3C 3K5
Email: accessibility@brookfieldres.com
Phone: (416) 510-5686

8. Modifications to this or Other Policies

The Company is committed to developing customer service policies that respect and promote the dignity and independence of people with disabilities. Therefore, no changes will be made to this policy before considering the impact on people with disabilities. Any policy of the Company that does not respect and promote the dignity and independence of the people with disabilities will be modified.

9. Questions About this Policy

This policy exists to achieve service excellence to customers with disabilities. If anyone has any questions about this policy, please contact:

The Company Human Resources
Human Resources Manager
39 Wynford Drive, Toronto, ON M3C 3K5

Email: accessibility@brookfieldres.com
Phone: 416.510.5686

For more information about the AODA, please visit the Ontario Ministry of Community and Social Services at <http://www.mcsc.gov.on.ca/en/mcsc/programs/accessibility/index.aspx>

Do Not Call List (DNCL) Policy

The National Do Not Call List (DNCL) introduces new responsibilities for Canada's telemarketers. Being a telemarketer means **your business uses telecommunications technologies to make unsolicited calls or send faxes to consumers for the purpose of solicitation**. Solicitation is the act of selling or promoting a product or service - or requesting money or 'money's worth' - directly or indirectly, for oneself or for another party. This covers a wide range of activities, from sales to calls for charitable donations.

Certain kinds of telemarketing calls are exempt from the National DNCL Rules. For Realtors®, the exemption is regarding **telemarketing calls that are made to persons with whom there is an existing business relationship**. Telemarketers are free to call a consumer who:

- Has purchased, leased, or rented a product or service from the telemarketer in the last 18 months;
- Is in possession of a written contract with a telemarketer for a service that is still in effect or expired within the last 18 months; and/or
- Has made an inquiry or has submitted an application to a telemarketer about a product or service within the last 6 months.

Telemarketers may also make calls to consumers if the consumer has provided express consent to be called. Express consent includes permission given through a written, electronic, or online form; or an audio recording of the consumer's verbal permission, or a record of it verified by an independent third party.

The Corporate Brokerage's DNCL provider is *Telelisting*. In addition to giving REALTORS® access to the DNCL, *Telelisting* ensures law compliance and provides you with a lead generation tool.

- As a sales representative with Royal LePage Corporate, **you will be automatically set up with a *Telelisting* account within 30 days** of joining the company.
- Upon set up, you will receive an email from noreply@telelisting.net with your username and password.
- Should you require immediate access, please email DNCL@royallepage.ca with your full name, branch and RECO registration number.



YOUR TASK:

- ☐ Go to telelisting.net and login using the information provided
- ☐ In the main page, under **Access the Phonebook**, click **Learn More** and watch the Individual User tour



FINTRAC INFORMATION FOR REALTOR® MEMBERS

It is the federal ***Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA)*** that requires financial institutions and real estate agents, among other professionals and services covered by the legislation, to obtain information about individuals and corporations who conduct financial transactions. These include depositing funds or buying and selling real estate. The Act also requires real estate agents to keep these identification records for five years.

In addition to these original legal requirements, compliance includes:

- Documenting personal information, including occupation, and proof of the identity of the client in each and every transaction.
- If the client is a corporation, obtaining official corporate documents, and the names of directors.
- Asking additional questions if you have dealt with the client before.
- If the buyer or seller is in another city, using an agent or “mandatary” to identify the buyer or seller or use other non face-to-face methods to ID the client.
- Report cash transactions of \$10,000 or more to FINTRAC and completing a report of all funds you receive.
- Verifying private buyer or seller’s information.
- Completing a record for ALL funds received during the real estate transaction, not just those of \$10,000 or more.

ID Please

Under the rules, REALTORS® are required to obtain, record, and retain the personal information of clients, including date of birth and occupation. To do this, you must ask for a government-issued identification document such as a driver’s license, passport, or residency card. REALTORS® are required to keep a record of this information on file in the brokerage for a period of five years. For the purpose of compliance with this law, REALTORS® are not required to keep photocopies of government issued ID, just the factual data contained on it. However, you may make a photocopy of the ID because of other requirements related to the real estate transaction.

Have you dealt with this client before?

REALTORS® have additional obligations under the Act if you have represented a client more than two times in the past five years. If that is the case, you are required to confirm that the personal information they previously provided to the brokerage is still current, and to update the information if it is not. REALTORS® also have an obligation to assess the level of risk under the *PCMLTFA* and are required to ask clients additional questions or seek additional identification documentation in order to do so.

Unrepresented Buyers and Sellers

The law requires the real estate agent representing the other party, request the personal information of unrepresented Buyers or Sellers involved in the transaction and keep that information on file.

Is there anyone else involved?

There are aspects of a real estate transaction that might prompt you to ask clients for more information, such as asking whether they are acting on behalf of a third party, following the instructions of someone else in completing the transaction, or if someone else (individual or company) is involved in financing the transaction. If there is a third party involved, you are required by law to obtain their identification information, and keep that information on file for five years.

Details of the deposit

Every time you receive funds (e.g. a deposit) during the course of a real estate transaction, you are required to record the amount received and how it was obtained. The law requires these records be kept at the broker's office for five (5) years.

How does FINTRAC assist law enforcement and security agencies?

The Financial Transactions and Reports Analysis Centre of Canada, or FINTRAC, collects, analyzes and discloses financial information and intelligence on suspected money laundering and terrorist financing activities. It was created in response to international obligations to fight money laundering and terrorist financing. Although it operates at arm's length from law enforcement, FINTRAC's primary role is to provide law enforcement agencies with information to help them with their investigations. FINTRAC is required by law to protect the personal information it receives from unauthorized disclosure.

Corporate Brokerage Compliance

The Compliance Officer for Royal LePage Real Estate Services Ltd. is Agostino Gus Monteleone, Broker/Manager, Bloor West Village Branch, amonteleone@royallepage.ca | 416.762.8255

- A copy of an original photo ID is to be obtained from every client who is identified and must accompany the identification record.
- No cash deposit is to be accepted on any real estate transaction.
- No commission will be paid on transactions unless all FINTRAC documentation, including client ID and Receipt of Funds record (if applicable), have been fully completed and submitted to the office.
- If a client is in a Business Relationship, meaning they have completed at least 2 transactions with our brokerage within the past 5 years, and the client is identified as low risk, then sections C and D of the identification record must be completed and submitted to the office.
- If anyone is aware of any suspicious transaction or attempted suspicious transaction, at any time during the course of a real estate transaction, it is to be reported immediately to the Compliance Officer.
- As per REBBA 2002 all salespeople are required to keep copies of all documents for 6 years.



YOUR TASK:

- ☐ Review the material listed on the next page and forward your certificate and quiz results to your Branch Administrator





Corporate Brokerage

FINTRAC Policy

- **No cash deposit is to be accepted on any real estate transaction**
- Realtors must fully complete all required FINTRAC forms before submitting deals. Administrative and Accounting staff are not permitted to add/edit/complete the forms once received from the Realtor.
- No commission will be paid to any salesperson or broker unless all FINTRAC documentation, including client identification and receipt of funds record, if applicable, have been fully completed and submitted to the office
- If a client or Business Relationship is identified as being high risk, then this must be immediately reported to the Compliance Officer to determine whether additional ongoing monitoring measures must be undertaken
- If anyone is aware of any suspicious transaction or attempted suspicious transaction, at any time during the course of a real estate transaction, it is to be reported immediately to the Compliance Officer
- **All forms are to be held by the Realtor for 5 years**
- Our Compliance Officer is Gus Monteleone | amonteleone@royalpage.ca

I have read and understood Royal LePage Real Estate Services Ltd.'s FINTRAC Policy and agree to abide by its requirements.

Print Name

Signature

Date

Certification of Completion of FINTRAC Compliance Training

By signing this form, I certify that I have completed the following 3 training requirements:

- ☐ Read FINTRAC's *Guideline 1: Background, Operational Brief: Indicators of Money Laundering in Financial Institutions related to Real Estate*, the materials located at <http://www.fintrac.gc.ca/re-ed/real-eng.asp> and <http://www.fintrac.gc.ca/pen/1-eng.asp>, and **watched FINTRAC's video entitled, *Your Role in Fighting Money Laundering and Terrorist Financing*.**
- ☐ Attended the FINTRAC training as part of the Dynamic Agent Program
- ☐ Completed the online quiz located at www.rlpqta.ca/fintrac (please attach a printed copy of your results)
- ☐ Read and signed the Corporate Brokerage FINTRAC Policy

REALTOR® Name: _____

Date(s) Training Taken: _____

Signature: _____

Please forward this form to your Branch Administrator.

Guidance on Canada's Anti-Spam Legislation (CASL) for REALTOR® Members



YOUR TASK:

- ☐ Review the Compliance Flow Chart in the next page.

For more detailed information on CASL Compliance, log onto realtorlink.ca and go to Publications > Compliance for CREA's complete *"Guidance on Canada's Anti-Spam Legislation for REALTOR® Members"*.

Compliance Flow Chart

Canada's Anti-Spam Law (CASL)

