

**NOTE** – This form is to be used to supplement a mandatory brokerage contract form published by the OACIQ for the sale of a residential immovable, where the immovable is located outside Québec.

**1. REFERENCE TO PRINCIPAL FORM**

The conditions set out in this Annex supplement form BC  -     (hereinafter called the "CONTRACT") and amend the clauses thereof as specified below.

**2. PRICE AND TERMS OF SALE**

2.1 Clause 4.2 of the CONTRACT is inapplicable.

2.2 The exclusion of legal warranty of quality stated in clause 4.4 of the CONTRACT is subject to the law applicable in the jurisdiction where the IMMOVABLE is located.

**3. DECLARATIONS AND OBLIGATIONS OF THE SELLER**

3.1 Notwithstanding the terms of clause 8.1 (2) of the CONTRACT, the SELLER declares having been informed of the obligation to do business with a broker from the jurisdiction where the IMMOVABLE is located, where such jurisdiction oversees real estate brokerage activities, and being bound by a brokerage contract to the broker identified hereafter:

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(ENTER THE BROKER'S NAME AND COMPLETE CONTACT INFORMATION).

3.2 The SELLER declares having been informed that the AGENCY or the BROKER may do business with a service provider in the case where the jurisdiction in which the IMMOVABLE is located does not oversee real estate brokerage activities.

3.3 The SELLER acknowledges that all or part of the brokerage acts may be performed by the real estate broker identified in clause 3.1 of this Annex or by the service provider retained by the AGENCY or the BROKER.

3.4 Clause 8.1 (3) of the CONTRACT (or 8.1(4) of the BCU) is inapplicable. The SELLER acknowledges having been informed of the appropriateness of consulting a tax expert in order to determine the tax implications of the transaction.

The SELLER declares having been informed of the necessity of retaining the services of professionals in the jurisdiction where the IMMOVABLE is located regarding any legal matter.

3.5 Notwithstanding the terms of clause 8.2 (1) of the CONTRACT (or 8.4 (1) of the BCD), the IMMOVABLE may be offered for sale through the broker identified in clause 3.1 of this Annex.

3.6 Clause 8.6 of the CONTRACT (or 8.8 of the BCD) is subject to the law applicable in the jurisdiction where the IMMOVABLE is located.

3.7 The SELLER acknowledges that any visit and any promise to purchase will be handled with the assistance of the broker identified in clause 3.1 of this Annex or of the service provider retained by the AGENCY or the BROKER, and that local forms will be used for the promise to purchase.

3.8 The SELLER declares having been informed that the professional liability insurance policy provided by the Fonds d'assurance responsabilité professionnelle du courtage immobilier du Québec (FARCIQ) does not cover acts performed by the AGENCY or the BROKER outside the province of Québec.

More specifically, he declares having been informed that in case of claim arising from a real estate brokerage transaction concerning a property or right located outside of the province of Québec, the liability insurance policy will only cover acts performed by the AGENCY or the BROKER if all the following conditions are met:

- the recourse is exercised before the courts of the province of Québec;
- the recourse is made subject to the law applicable in Québec;
- the services, opinions or advice on which the claim is based were provided in Québec; and
- the forms prescribed by the OACIQ were used to carry out the brokerage transaction.

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#### 4. DECLARATIONS AND OBLIGATIONS OF THE AGENCY OR THE BROKER

- 4.1 The AGENCY or the BROKER hereby declares having a basic knowledge of the rules applicable to real estate transactions in the jurisdiction where the IMMOVABLE is located.
- 4.2 The AGENCY or the BROKER hereby declares being knowledgeable about the particularities of the area where the IMMOVABLE is located (e.g. condition of the premises, physical environment of the property, political, economic and social environment).
- 4.3 If applicable, the AGENCY or the BROKER declares having verified that the broker identified in clause 3.1 of this Annex is authorized to practice and has liability insurance coverage.

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#### 5. JURISDICTION

- 5.1 In the event of a dispute arising from the obligations of the AGENCY or the BROKER under this CONTRACT, the parties irrevocably agree that any recourse against the AGENCY or the BROKER shall be exercised exclusively in the courts of Québec.

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#### 6. INITIALS

SELLER 1

SELLER 2

AGENCY 1 OR BROKER 1

AGENCY 2 OR BROKER 2