

Manulife



Electronic Mortgage Agreement

This agreement is made between you, the person or persons giving the mortgage,

and us,

Manulife Bank of Canada

and, as spouse,

and, persons liable,

and, persons liable, additional parties

1. **Authorized persons**

Person:

Firm:

2. **Terms used.** Enter an agreement includes any of negotiate, agree to sign, release, prepare and register the agreement. **Person** includes corporation.

3. **This agreement.** This agreement consists of these terms and everything attached to this agreement. This agreement is both an authority to every person referred to under the heading **Persons**, and an agreement between you, the other parties and us. We accept this agreement by accepting or acting on an electronic document referred to under heading **Authority**. You and the other parties are bound by this agreement even if it is not registered, or a document says it is not authorized under a power.

4. **Mortgage.** You may give us a mortgage in accordance with the form of mortgage attached to this agreement and you and the other parties agree to be bound by all of its terms, including the standard charge terms referred to in it. You give the mortgage and agree to be bound despite the fact that the form may be a print of an electronic mortgage and may not have been signed or submitted for registration. Despite this mortgage, or any term of this mortgage, or any law, a mortgage in electronic format continues in force.

5. **Authority.** You irrevocably authorize every person referred to under the heading **Persons**, severally, to enter for you every electronic document referred to under the heading **Electronic Documents**. You irrevocably authorize the person to make any statement for you in the electronic document. You ratify every such electronic document or statement that the person has entered or made for you. The person may enter on any terms that the person decides. Where a firm is referred to, the persons are each of its members. You agree to be bound by every other electronic document that binds you in this agreement.

6. **Persons.** The persons referred to under the heading **Authority** are each of the following.

Any person named under **Authorized persons** above. Any firm named under **Authorized persons** above (even if a person is also named). A user under the same account as that person or firm. A person that has represented you in dealing with us, or that has represented a person referred to in this section, in dealings with us relating to an electronic document referred to under the heading **Electronic documents**. A land Registrar. And an employee or agent of any of those persons. You irrevocably authorize any of the persons to give authority to other persons, and the others to give authority and so on. A person gives authority to another if the person gives the other authority in a way permitted by the land registration system, either general or for the specific document. The persons include others given any authority in these ways.

7. **Electronic documents.** An electronic document is one referred to under the heading **Authority** if it meets any of the following tests. It conforms to the terms of the form mortgage attached to this agreement. It is a mortgage. It is completed in the course of a mortgage. It relates to a property referred to in the form of mortgage attached to this agreement. Or a person referred to under the heading **Persons** decides that it should be entered for any of the above purposes.

8. **Additional authorities.** You irrevocably authorize every person referred to under the heading **Persons** to enter for you any change to an electronic document referred to under the heading **Electronic documents**. **Change** includes adding to or replacing. The change may be after a document is submitted for registration. The person may enter or waive on any terms that the person decides. You ratify every such change waiver that the person has entered or made for you.

9. **Authority to us.** You irrevocably authorize us and a person acting for us to enter the following for you. Where an electronic document has been signed for you, would bind you under this agreement, and has been submitted for registration, we may enter a change to it or replacement of it, but only where we reasonably decide the change or replacement is needed to register the document. Where an electronic document that binds you under this agreement has been registered, we may enter an electronic document that we reasonably decide is needed to further register the document.

10. **Our protection.** Everything done using the means provided to a person referred to under the heading **Persons** under the land registration system is conclusively deemed to be done by the person. Entry of an electronic document described in this authority is conclusive evidence that you authorized the electronic document, provided we acted at the time in good faith. It is conclusive evidence even if any of the following happens. Completing the document contravenes an instruction or escrow or other agreement, even if we or anyone acting for us actually knows that (or should after a reasonable inquires have known). Or anyone acting for both you and us does not act in good faith. If we ask (or anyone acting for us asks) for evidence of authority other than what this agreement gives, that does not limit our rights under this agreement.

11. **Your rights.** This agreement does not limit the following rights of yours, but only as between you and a person referred to under the heading **Persons**. A right under a duty that the person owes to you. And a right to instruct the person how to act for you.

12. **Termination of authority.** You may give notice which, if it is valid, terminates the authority under the sections headed **Authority**

Name _____
(Mortgagor, spouse, guarantor or additional party)

Signature _____

Date _____

Name _____
(Mortgagor, spouse, guarantor or additional party)

Signature _____

Date _____

Name _____
(Mortgagor, spouse, guarantor or additional party)

Signature _____

Date _____

and **Additional authorities** for the documents described below (but not under the section headed **Authority to us**). The notice is valid only if it meets all of the following requirements. It must be in writing and be signed by you. It must be handed personally to a senior officer of ours who is familiar with the transaction. It must also be handed personally to a lawyer acting for us (or to an employee of title insurer acting) in the transaction who is familiar with the transaction. It must clearly refer to this agreement. And it must clearly state its purpose. If a valid notice is given, the authority ends for documents registered more than ten days after the notice was given. It does not end until it is terminated under this section, or for documents registered before or within the ten days (or under the section headed **Authority to us**)

13. **General.** You and the other parties enter into this agreement in return for, among other things, one dollar, which you and they have received. Where more than one person is to sign this agreement, each person signing it is bound, even if another does not sign. If a term of this agreement is or becomes invalid or unenforceable, that does not make the agreement or other terms invalid or unenforceable.

Name _____
(Mortgagor, spouse, persons liable or additional party)

Signature _____

Date _____

Name _____
(Mortgagor, spouse, persons liable or additional party)

Signature _____

Date _____

Name _____
(Mortgagor, spouse, persons liable or additional party)

Signature _____

Date _____

Attachments: Copy form of Mortgage, including all schedules