

Financial Services Authority Act TRANSFER TO THE BC FINANCIAL

SERVICES AUTHORITY REGULATION

B.C. Reg. 210/2019

Deposited and effective October 24, 2019

Consolidated Regulations of British Columbia

This is an unofficial consolidation.

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*Act retitled from *Financial Services Authority Act*, 2019 by 2019-39-127 (Royal Assent).

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This consolidation includes any amendments deposited and in force as of the currency date at the bottom of each page. See the end of this regulation for any amendments deposited but not in force as of the currency date. Any amendments deposited after the currency date are listed in the B.C. Regulations Bulletins. All amendments to this regulation are listed in the *Index of B.C. Regulations*. Regulations Bulletins and the Index are available online at www.bclaws.ca.

See the User Guide for more information about the *Consolidated Regulations of British Columbia*. The User Guide and the *Consolidated Regulations of British Columbia* are available online at www.bclaws.ca.

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Financial Services Authority Act

TRANSFER TO THE BC FINANCIAL SERVICES AUTHORITY REGULATION

B.C. Reg. 210/2019

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SCHEDULE 1

Definition

1 In this regulation, "Appendix" means an appendix to the agreement attached as Schedule 1.

Transfer of property

- Authority is given for the transfer to and vesting in the BC Financial Services Authority, by agreement, of the following tangible and intangible property, subject to the terms and conditions that apply to the transfer of that property under an agreement between the minister and the Authority that is substantially in the form of the agreement attached as Schedule 1:
 - (a) the property listed or described in Appendix 1;
 - (b) the domain names listed or described in Appendix 3;
 - (c) the websites, electronic or digital systems and copyrights described in Appendix 4;
 - (d) the property listed or described in Appendix 5.

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SCHEDULE 1

ASSET TRANSFER AGREEMENT

THIS AGREEMENT dated for reference November 1, 2019.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,

represented by the Minister of Finance

(the "Province")

OF THE FIRST PART

AND:

BC FINANCIAL SERVICES AUTHORITY, a corporation established under the Financial Services Authority Act, 2019

(the "Corporation")

OF THE SECOND PART

WHEREAS:

- A. The Province has agreed to transfer, and the Corporation has agreed to acquire, certain assets and undertakings relating to the operations formerly carried on by the Financial Institutions Commission; and
- B. The parties wish to transfer the Assets in accordance with the terms of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises and the covenants, agreements, representations, warranties and payments hereinafter contained, the parties hereto covenant and agree as follows:

Article I

DEFINITIONS

- 1.01 In this Agreement and the Recitals:
 - "Agreement" means this asset transfer agreement inclusive of all appendices hereto;

"Assets" means:

(a) the furniture, equipment and other chattels listed or described in Appendix 1,

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- (b) the Assumed Contracts,
- (c) the domain names listed or described in Appendix 3,
- (d) the websites and electronic or digital systems and associated copyrights described in Appendix 4, and
- (e) the other intangible property listed or described in Appendix 5;

"Assumed Contracts" means the agreements and qualified supplier lists listed or described in Appendix 2;

"Closing" means the consummation of the transactions contemplated by this asset transfer agreement upon the Completion Date;

"Completion Date" means November 1, 2019 or such other date as the parties may agree upon in writing;

"Foreign Contract" means an Assumed Contract that is not governed by the laws of the Province of British Columbia;

"Forgotten Assets" means any property that the Province determines, following the Completion Date, that it had intended to transfer to the Corporation as part of the Assets but which it omitted to do as a result of inadvertence;

"Minister" means the Minister of Finance; and

"Transfer Consideration" means the sum of \$1.00 and other good and valuable consideration.

Article II

TRANSFER OF ASSETS

2.01 Upon the terms and subject to the conditions of this Agreement, including payment of the Transfer Consideration, the Province agrees to assign and transfer the Assets to the Corporation, and the Corporation agrees to acquire the Assets from the Province.

Article III

PAYMENT OF THE TRANSFER CONSIDERATION

- 3.01 The Transfer Consideration will be paid by the Corporation to the Province on the Completion Date.
- 3.02 The Transfer Consideration will be subject to adjustments for such matters as are normally the subject of adjustments in transactions of this nature and all such adjustments will be completed and all adjusting payments made by each party to the other on October 31, 2019.

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Article IV

ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

- 4.01 Subject to sections 4.02 and 4.03, the Province will assign to the Corporation, and the Corporation will assume all obligations of the Province under the Assumed Contracts, in each case to the extent permitted by law and by the terms of the Assumed Contracts.
- 4.02 The assignment and assumption referred to in section 4.01 will take effect upon Closing without the need for delivery of any further document or instrument, and upon Closing:
 - (a) the Province will be deemed to have assigned and transferred to the Corporation absolutely and forever all its right, title and interest in and to the Assumed Contracts,
 - (b) the Corporation will be deemed to have assumed all obligations of the Province under the Assumed Contracts and will thereafter be bound by the terms of the Assumed Contracts in every way as if the Corporation had been a party to the Assumed Contracts in lieu of the Province,
 - (c) the Corporation will indemnify and save harmless the Province from and against any liability or expense arising from any failure by the Corporation to perform the obligations the Corporation is deemed to have assumed under the Assumed Contracts,
 - (d) the Province will indemnify and save harmless the Corporation from and against any liability or expense arising from any failure by the Province to perform the obligations the Province under the Assumed Contracts prior to Closing, and
 - (e) the Province will be deemed to have assigned and transferred to the Corporation absolutely and forever all its world-wide right, title and interest in and to the materials described in Appendix 4, including title and possession of such materials, all literary and artistic works or components embodied therein, and all copyright and other intellectual property rights therein in Canada and throughout the world, the right to file applications for registration of such rights and the assignment and transfer of any accrued causes of action related thereto. To the extent that any author of such materials has waived in favour of the Province any moral rights arising under the *Copyright Act* (Canada) or any rights to similar effect in any country or at common law in relation to such materials, the Corporation will be deemed to be the successor and assignee of such waivers.
- 4.03 Notwithstanding anything herein to the contrary, if the assignment or assumption of all or any portion of any rights or obligations under any Foreign Contract will require the consent of any other party thereto or any other third party that has not been obtained prior to the Completion Date, this Agreement will not constitute an agreement to assign, license,

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sublicense, lease, sublease, convey or otherwise transfer any rights or obligations under any such Foreign Contract if an attempted assignment without any such consent would constitute a breach or violation thereof, unless and until such consent is obtained.

- 4.04 In order, however, to seek to provide the Corporation the full realization and value of every Foreign Contract of the kind described in section 4.03 as soon as practicable after the Closing, the Province and the Corporation will cooperate, in all commercially reasonable respects,
 - (a) to obtain any necessary consents to the assignment of such Foreign Contracts, the Province and the Corporation will cooperate, in all commercially reasonable respects, and
 - (b) to provide to the Corporation the benefits under such Foreign Contracts (with the Corporation being entitled to all the gains and responsible for all losses, taxes and liabilities realized or incurred under the Foreign Contracts from the Completion Date).
- 4.05 If reasonably requested by the Corporation, the Province will use commercially reasonable efforts to seek to enforce for the benefit of the Corporation and at the Corporation's expense all reasonable claims or rights of the Province arising under the Foreign Contracts of the kind described in section 4.03, and in that event:
 - (a) the Corporation will indemnify the Province for any and all losses arising in connection with any action by a third party arising from, in connection with or otherwise with respect to actions taken or failed to be taken by the Province consistent with the Corporation's request under this section,
 - (b) if the Corporation receives the benefits thereunder, the Corporation will perform and comply with, at the Corporation's cost, all of the Province's obligations incurred during such period under such Foreign Contracts as if the Corporation were the Province thereunder, and
 - (c) immediately after any required consents to assignment are obtained for any such Foreign Contracts, the provisions of section 4.02 will apply to such Foreign Contracts without the need for payment of any further consideration or the taking of any further action.

Article V

TRANSFER OF ASSETS IDENTIFIED AFTER COMPLETION DATE

5.01 If, following the Completion Date, the Province identifies any Forgotten Assets, the Province will promptly give the Corporation a written notice setting out, in reasonable detail, a description of such Forgotten Assets and immediately upon the giving of such written notice all right title and interest of the Province in such Forgotten Assets will vest in and be deemed to be transferred to the Corporation in the same manner, to the same extent and otherwise subject to

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the same provisions of this Agreement as would have applied had such Forgotten Assets been included as part of the Assets transferred upon Closing.

5.02 Notwithstanding section 5.01, the Corporation will be responsible for payment of any fees or costs associated with the registration, if applicable, of the transfer of any Forgotten Assets.

Article VI

REPRESENTATIONS AND WARRANTIES AND COVENANTS OF THE PROVINCE

- 6.01 The Province represents and warrants to the Corporation as follows, with the intent that the Corporation will rely thereon in entering into this Agreement and in concluding the transfer and acquisition contemplated herein that:
 - (a) all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement, and the transfer of the Assets,
 - (b) this Agreement has been legally and properly executed by the Province, and
 - (c) the Province owns and possesses and has a good and marketable title to the Assets free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever, except those described in the Lease.

Article VII

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CORPORATION

- 7.01 The Corporation represents and warrants to the Province as follows, with the intent that the Province will rely thereon in entering into this Agreement, and in concluding the transfer and acquisition contemplated herein that effective now and on the Completion Date that:
 - (a) it has all the corporate power, capacity and authority to enter into this agreement and to carry out its obligations contemplated herein, all of which have been duly and validly authorized by all necessary corporate proceedings, and
 - (b) the execution and delivery of this Agreement and the completion of the transaction contemplated hereby has been duly and validly authorized by all necessary corporate action on the part of the Corporation, and this Agreement constitutes a legal, valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms.
- 7.02 The Corporation acknowledges and agrees that it accepts the Assets in their current condition.

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7.03 Transfer fees

The Corporation will be liable for and will pay all sales taxes, registration charges and transfer fees including without limitation, social services tax, tax under the *Excise Tax Act* (Canada) and property transfer tax, payable upon and in connection with the assignment and transfer of the Assets by the Province to the Corporation.

Article VIII

8.01 Documents to be delivered by the Province

On the Completion Date the Province will deliver or cause to be delivered to the Corporation:

- (a) a bill of sale in form appropriate to effectively vest in the Corporation a good and marketable title to the furniture, equipment, program materials and other chattels described in Appendix 1, and
- (b) possession of the Assets described in Appendix 1;

8.02 On the Completion Date all right, title and interest in the domain names described in Appendix 3 will vest in the Corporation together with the right to request changes in the respective registries to reflect the change in ownership of those domain names.

8.03 Documents to be delivered by the Corporation

On the Completion Date the Corporation will deliver or cause to be delivered to the Province:

- (a) the Transfer Consideration; and
- (b) such other documents as the Province's solicitors may reasonably require to give effect to the transactions described herein.

Article IX

MISCELLANEOUS

9.01 Time of essence

Time will be of the essence of this Agreement.

9.02 Risk

The Assets will be at the risk of the Province up to 2:00 p.m. on the Completion Date.

9.03 Notices

Any notice, document or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered by hand addressed to the party to which it is to be given as follows:

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To the Province:

Chief Financial Officer Ministry of Finance 3rd Floor - 617 Government Street Victoria, BC V8W 9V1

To the Corporation:

Chief Executive Officer **BC Financial Services Authority** 2800 – 555 West Hastings Street Vancouver, BC V6B 1M1

9.04 Assignment

The Corporation will not assign, either directly or indirectly, this Agreement or any of its rights under this Agreement without the prior written consent of the Province.

9.05 Successors and assigns

This Agreement will endure to the benefit of and be binding upon the parties and their respective successors and assigns.

9.06 No merger

The parties acknowledge and agree that the warranties, representations and agreements under sections 5.01, 6.01, and 6.02 will not be subject to merger but will survive the completion of the exchange of documents on the Completion Date.

Article X

INTERPRETATION

10.01 Statutes

A reference to a statute in this Agreement means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it, every regulation made under it and any enactment passed in substitution therefor or in replacement thereof.

10.02 References

Unless the context otherwise requires, any reference in this Agreement to any section or subsection by number is a reference to the appropriate section or subsection in this Agreement.

10.03 Exercise of Power

Wherever in this Agreement any option or discretion is conferred upon the Province or the Province is authorized or empowered to do, perform or consent to any act, matter or thing, such option or discretion may be exercised or such act, matter or thing may be done, performed or consented to on behalf of the Province by the Minister so to exercise such option or discretion or do, perform or consent to such act, matter or thing.

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10.04 Headings

The headings or captions in this Agreement are inserted for convenience only and do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement.

10.05 **Gender**

Wherever the singular or masculine is used in this Agreement it will be construed as the plural or feminine or neuter, as the case may be, and vice versa where the context or the parties so require.

10.06 Appendices

Each Appendix attached to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

10.07 Entire agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and there are no representations or warranties, express or implied, statutory or otherwise and no agreements collateral to this Agreement than as expressly set forth or referred to in this Agreement.

10.08 No other agreements

This Agreement supersedes and replaces any agreements or undertakings regarding the subject matter of this Agreement entered into, made or given by the parties prior to the date this Agreement comes into force and effect.

10.09 Further acts and assurances

Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

10.10 Severability

If any provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be valid and enforceable to the extent permitted by law.

10.11 Amendments in writing

This Agreement may not be amended except by agreement in writing between the parties.

10.12 **Currency** All dollar amounts expressed in this Agreement refer to lawful currency of Canada.

10.13 **No waiver**

No waiver by either party of a breach or default by the other party in the observance, performance or compliance of any of its obligations under this Agreement will be effective unless it is in writing and no such waiver will be deemed or construed to be a waiver of any

Schedule 1

other breach or default and failure or delay on the part of either party to complain of an act or failure of the other party or to declare such other party in default, irrespective of how long such failure or delay continues, will not constitute a waiver by such party of any of its rights against the other party.

10.14 Governing law

This Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA

Per:
Authorized Signatory
Minister of Finance
BC FINANCIAL SERVICES AUTHORITY
Per:
Authorized Signatory
Blair Morrison, CEO
,
Per:
Authorized Signatory Name:

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Appendix 1

The furniture, equipment and other chattels are as follows:

1. Furniture and equipment for the following locations including items such as workstations (desks, tables, chairs, filing cabinets, credenzas, book cases, computers, printers, multi-function devices, fax machines, etc), board room tables and chairs and other accessories, reception area furniture, kitchen facilities, etc.

A. Offices

- 1. All furniture and equipment located at the offices occupied by Financial Institutions Commission staff in 555 West Hastings Street, Vancouver, BC.
- 2. All furniture and equipment located at the offices occupied by Financial Institutions Commission staff in 13401 108 Avenue, Surrey, BC.

Appendix 2

The Agreements are as follows:

1. VARIOUS SERVICES CONTRACTS

Supplier Name	Contract Number	Contract Type/Description	Term End Date
iFathom Corp	C20FIC39553	Business analysis services.	June 19, 2020
Procom Consultants Group Ltd	C20FIC39369	Consulting services.	June 28, 2019
Odgers Berndtson	C20FIC39548	Personnel Consulting.	July 31, 2019
Procom Consultants Group Ltd	C20FIC39552	Business analysis services.	June 19, 2020
Cheryl Vickers	C20FIC39572	Hearing officer.	December 31, 2019
TEKsystems Canada Corp	C20FIC39575	SharePoint software development services.	March 31, 2020
S.I. Systems Partnership	C20FIC39621	Senior systems administrative services.	July 3, 2020
PricewaterhouseCoopers LLP	C18FIC36557	Audit services.	January 28, 2020
CBV Collection Services Ltd.	C19FIC38714	Call centre services.	December 31, 2020
Eckler Ltd	C19FIC38826	Deposit insurance consulting services.	June 30, 2019
Odgers Berndtson	C19FIC39270	Executive search services.	July 31, 2019
MSA Research Inc.	C18FIC37500	Software license.	December 31, 2019
Gold Medal Systems, Inc.	C18FIC37840	Software Maintenance for CUIS.	December 31, 2019

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Supplier Name	Contract Number	Contract Type/Description	Term End Date
A. Michael Andrews & Associates Ltd.	C19FIC38631	Credit union consulting services.	June 30, 2019
Navigo Consulting and Coaching Inc.	C19FIC38655	Prosci change management consulting and training services.	December 31, 2019
S.I. Systems Partnership	C18FIC37174	Business analysis services.	March 31, 2020
TEKsytems Canada Corp.	C18FIC36904	Technology assessment and consulting services.	March 31, 2020
Procom Consultants Group, Ltd.	C18FIC36986	Project director services for technology project.	September 4, 2020
Annex Consulting Group Inc.	C19FIC39009	IT quality assurance management and testing services.	February 28, 2020
MNP, LLP	C19FIC38745	Accounting services.	December 31, 2020
TEKsystems Canada Inc.	C20FIC39287	Change management advisory services.	December 31, 2019
Procom Consultants Group Ltd.	C19FIC39063	Organizational design services for information management and technology.	November 30, 2019
P. Reimer & Associates Ltd.	C20FIC39364	Credit union advisory services.	August 31, 2019.
A. Michael Andrews & Associates	C20FIC39660	Credit union advisory services.	July 31, 2019
Old-School – New School Holdings Ltd. dba Old-School – New School Professional Services	C20FIC39669	Credit union advisory services.	October 31, 2019
David Bushby	C20FIC39671	Credit union advisory services.	October 31, 2019

Supplier Name	Contract Number	Contract Type/Description	Term End Date
FICOM and Office of the Superintendent of Financial Institutions Canada	N/A	Insurance company data processing services.	January 1, 2025
Financial Services Commission of Ontario and FICOM	N/A	Administrative and support services agreement for interjurisdictional initiatives for Canadian Council of Insurance Regulators.	March 31, 2021
FICOM and other Canadian regulators of credit unions and deposit insurers	N/A	Cost sharing agreement for secretariat services provided to Credit Union Prudential Supervisors Association.	N/A
Daum Valuation and Financial Services Ltd	C19FIC38576	Credit union consulting services.	November 30, 2019
TEKsystems Canada Inc	C20FIC39726	Change analyst services.	October 30, 2019
SMK Advisory Services Ltd	C20FIC39757	Advisory services for transition to crown agency.	October 31, 2019
Xpera Risk Mitigation and Investigations LP	C20FIC39801	Investigative services.	December 31, 2019
Old-School – New School Holdings Ltd	C20FIC39802	Credit union examination services.	November 1, 2019
1217345 B.C. Ltd (GeoMedia Productions)	C20FIC39914	Media training services.	September 1, 2019
EFS e-Forensic Services Inc	C18FIC36605	Digital evidence investigative services.	June 30, 2019
TEKsystems Canada Corp.	C20FIC39885	ORCS Development services agreement.	February 28, 2020
Addon Creative Inc.	C20FIC39875	Graphic design services.	August 30, 2019

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Supplier Name	Contract Number	Contract Type/Description	Term End Date
Veritaaq Technology House Inc.	C20FIC39931	Senior Change Analysis services.	March 31, 2020
Procom Consultants Group Ltd.	C20FIC39932	Specialist training and content development services.	February 7, 2020

2. INFORMATION SHARING AGREEMENTS AND MEMORANDA OF UNDERSTANDING

Parties	Contract Type/Description	Signed Date
Financial Institutions Commission ("FICOM") and Deposit Insurance Corporation of Ontario	Information sharing agreement.	June 30, 2009
FICOM and Insurance Corporation of BC	Information sharing agreement.	October 1, 2015
FICOM and Insurance Council of BC	Information sharing agreement.	Sept 1, 2005
FICOM, British Columbia Securities Commission, Superintendent of Pensions, Insurance Council of British Columbia	Information sharing agreement.	August 5, 1999
FICOM and Business Practices and Consumer Protection Authority	Information sharing agreement.	June 26, 2012
FICOM, Superintendent of Pensions and Statistics Canada	Interprovincial and federal data sharing permission.	November 8, 2010
FICOM and Commissioner of Income Tax	Information sharing agreement.	December 15, 2011
FICOM and British Columbia Credit Unions	Information sharing agreements – financial information and analysis.	December, 2017
FICOM and British Columbia Credit Unions	Information sharing authorizations – STAR, CAR, and CUC sharing between credit unions.	2008-2018
Independent Investigations Office of British Columbia and Agencies Employing Special	Memorandum of understanding respecting investigations.	Apr 16, 2014

Parties	Contract Type/Description	Signed Date
provincial Constables (FICOM)		
Financial Transactions and Reports Analysis Centre of Canada and FICOM	Memorandum of understanding regarding information sharing.	Sept 1, 2005
Various provincial insurance regulators and FICOM	Canadian Council of Insurance Regulators memorandum of understating and protocol on cooperation and the exchange of information.	May 4, 2015
Office of the Superintendent of Financial Institutions Canada and FICOM	Insurance Information Confidentiality Agreement.	March 10, 2000

3. QUALIFIED SUPPLIER LISTS

Supplier Name	RFQ Number	Description of Qualified Supplier List	Term End Date
Morneau Shepell Inc.	RFQ-FIN-FIC- 2017-09	Pension plan appointed administrator services.	January 1, 2021
Aon Hewitt	RFQ-FIN-FIC- 2017-09	Pension plan appointed administrator services.	January 1, 2021
Mercer (Canada) Limited	RFQ-FIN-FIC- 2017-09	Pension plan appointed administrator services.	January 1, 2021
Cheryl Vickers	ON-0001700	Hearing officer services.	August 31, 2022

4. FOREIGN CONTRACTS REQUIRING CONSENT TO ASSIGNMENT

Supplier Name	PO Number	Description of Contract	Term End Date
Autorite des Marches Financiers and FICOM and other insurance regulators	N/A	Data processing agreement for CCIR Market conduct data.	March 27, 2022
ipSwitch	FIC375662-4579	FTP server agreement.	January, 2020
Dan-U Tec Industries Ltd.	FIC377114-1490	UPS units agreement.	September 1, 2019
Ricoh Canada Inc.	736104236	Equipment lease and service agreement.	April 1, 2020

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Various	Various	Software license	Various
		agreements.	

Appendix 3

The domain names are as follows:

https://bcfsa-pensions-efile.ca
https://bcfsa-SecureFile.ca
https://bcfsa-MB-efile.ca
https://bcfsa.ca
https://www.fic.gov.bc.ca
https://ficombc.ca
https://ficom.bc.ca
https://fic-efile.gov.bc.ca
https://securefile.fic.gov.bc.ca
https://mb-efile.fic.gov.bc.ca/MBEF/Index.html
https://bcfsa-MB-efile.ca
https://BCCUDIC.ca
https://CUDICBC.CA
https://ficbc.ca
https://www.cupsa-aspc.ca/
https://www.aspc-cupsa.ca

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Appendix 4

The websites and electronic or digital systems are as follows:

1. Any and all computer software, source code and object code relating to databases, websites, systems and associated copyrights used specifically for the **Regulatory Programs** (as defined in Appendix 5), where such rights reside with the Province as of the Completion Date.

Appendix 5

The intangible property is as follows:

- 1. All information contained within databases used for the delivery of the operations of the Financial Institutions Commission, Registrar of Mortgage Brokers and Superintendent of Pensions (collectively the "Regulatory Programs") including consumer databases, contact information databases and digital asset management databases.
- 2. All licences, leases or permits related to the delivery of the Regulatory Programs that currently reside with the Province, including those stored in consumer, contact information, and digital asset management databases.
- 3. Any and all other intellectual property used in the delivery of the Regulatory Programs, including trade secrets, know-how, training and education curricula, workshops and industry programs.
- 4. All and any other material used for the delivery of the Regulatory Programs, including but not limited to, records, strategies, plans, presentations, videos, footage, still photographs, illustrations, data, analyses, reports, research studies and reports.
- 5. The balance of the following accounts as of the Completion Date:

Account	Account Number	Description
Royal Bank of Canada	003-00010-XXX5092	Revenue
Provincial Treasury: FICOM deferred revenue	N/A	Deferred revenue

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