



TREB VOW DATAFEED AGREEMENT

IMPORTANT: PLEASE READ CAREFULLY

PLEASE REVIEW THE TERMS AND CONDITIONS OF THIS TREB VOW DATAFEED AGREEMENT CAREFULLY BEFORE INDICATING YOUR ACCEPTANCE BY SIGNING BELOW. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT DO NOT SIGN THIS AGREEMENT, IN WHICH CASE YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE VOW DATAFEED OR SERVICES PROVIDED PURSUANT HERETO.

This Agreement is made and entered into by and between the Toronto Real Estate Board (“**TREB**”), and _____ the Brokerage, its individual Salesperson or Broker whose name and contact information appear on the Signature Page of this Agreement designated “Member Information and Signature” (“**Member**”), and if applicable, _____ the company or individual(s) whose name and contact information appear on the Signature Page of this Agreement designated “Affiliated VOW Partner Information and Signature” (“**AVP**”).

ARTICLE 1 VOW POLICY AND RULES

- 1.1 VOW Policy and Rules. Member and AVP hereby acknowledge that they each have a copy of the VOW Policy and Rules (as defined below) and agree to be bound by and comply with the VOW Policy and Rules.
 - (a) The VOW Policy and Rules may include terms and limitations in addition to those set forth in this Agreement. In the event of any inconsistency, the terms of the VOW Policy and Rules will govern.
 - (b) TREB may modify the VOW Policy and Rules at any time, in its sole discretion. Member and AVP shall obtain a copy of any modification of the VOW Policy and Rules, and Member and AVP shall comply with such modification not later than five (5) business days after such modification.

ARTICLE 2 GENERAL

- 2.1 In addition to the TREB VOW Policy and Rules, this Agreement sets out the requirements for the orderly and efficient operation of Member’s Virtual Office Website(s) (as defined below).
- 2.2 This Agreement should be read in conjunction with TREB VOW Policy and Rules.
- 2.3 By using the VOW Datafeed or any part thereof, Member and AVP agree to, and must comply with, this Agreement and the VOW Policy and Rules.
- 2.4 Member and its Brokerage are fully responsible for all access to and use of the VOW Datafeed and any part thereof.

ARTICLE 3 DEFINITIONS

3.1 Any capitalized term used herein shall have the same meaning as contained in the MLS[®] Rules and Policies, unless otherwise expressly defined in this Agreement.

3.2 The following terms shall have the meanings set forth below:

“**Affiliated VOW Partner**” or “**AVP**” refers to an entity or person designated by a Member to operate a VOW on behalf of the Member, subject to the Member’s supervision, accountability and compliance with the VOW Policy and Rules. No AVP has independent participation rights in the TREB MLS[®] System by virtue of its right to receive information on behalf of a Member. No AVP has the right to use Listing Information except such Listing Information used in connection with operation of a VOW on behalf of one or more Members. Access by an AVP to any such Listing Information is derivative of the rights of the Member on whose behalf the AVP operates a VOW.

“**Agreement**” or “**TREB VOW Datafeed Agreement**” means this agreement, including any preamble and schedules, as amended, restated or replaced by TREB from time to time.

“**Broker**” means an individual who is registered as a broker, in good standing, under REBBA and who is employed, appointed or duly authorized to trade in real estate by a Brokerage.

“**Brokerage**” means a sole proprietor, partnership or corporation registered under REBBA as a brokerage and which is a Member of TREB.

“**Confidential Information**” has the meaning set out at Article 8 herein.

“**Consumer(s)**” means consumer(s) with whom a Member has first established a lawful broker-consumer relationship, including, where necessary, completion of any actions required by provincial and/or federal law in connection with providing real estate brokerage services to clients and customers.

“**Effective Date**” shall be the date set out by the parties at the signature section of this Agreement.

“**Fees**” shall have the meaning set out at Article 4 of this Agreement.

“**Listing Information**” or “**MLS[®] data**” shall mean all, or any part of information that is contained in a Listing uploaded on the TREB MLS[®] System and maintained in the TREB MLS[®] database regarding the Listing(s) of Members, and any subsequent additions or changes to that information, including current information about the property.

“**Member**” shall have the meaning designated in Article 2 of the By-laws and shall also include a Member’s brokers and salespersons.

“**MLS[®] Database**” means the compilation, collection, aggregation and storage of all, or any part of, the information, comments, opinions, statements, advice,

descriptions, services, offers, data, files, links, ideas, images, graphics, audio clips, video clips, icons, or any other form of content or information, as well as its selection, assembly and arrangement, as may be amended from time to time, and any associated software, which form a part of TREB's MLS[®] System, and any successor or replacement service thereto.

"MLS[®] Rules and Policies" means the rules and policies enacted by TREB, as may be amended, restated or replaced from time to time, by TREB in its sole discretion, which govern, among other things, the operation and use of TREB's MLS[®] System.

"Participating VOW Member" means a Member that: (i) operates a VOW for the sole purpose of allowing Consumers that have a *bona fide* interest in the purchase, sale, or lease of real estate, of the type being offered through the Member's VOW, to view the Member's VOW; and (ii) executes an agreement in the form of this TREB VOW Datafeed Agreement.

"Personal Information" shall have the meaning set out in the *Personal Information Protection and Electronic Documents Act* S.C. 2000, c. 5, as such legislation may be amended from time to time.

"Purpose" means to permit a Member to display on the Member's VOW given Listing Information which is transmitted through a VOW Datafeed to the Member for the sole purpose of use by Consumers that have a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the Member's VOW.

"REBBA" means the *Real Estate and Business Brokers Act*, 2002 S.O. 2002, c. 30 and the regulations thereunder, as such legislation may be amended from time to time.

"Salesperson" means an individual who is registered as a salesperson, in good standing, under REBBA and who is employed, appointed or duly authorized to trade in real estate by a Brokerage.

"Services" shall have the meaning set out in Article 4 of this Agreement.

"TREB Intellectual Property" shall have the meaning set out at Article 7 of this Agreement.

"URL(s)" means the uniform resource locator(s) specifying the internet address of the VOW(s) maintained and operated by a Member or by an AVP on behalf of the Member.

"Virtual Office Website" or **"VOW"** refers to any one (1) or more (subject to a maximum of three (3)) secure password-protected internet website(s), or a feature of any such internet website(s), maintained and operated by a Member or by an AVP on behalf of the Member, through which the Member is capable of providing real estate brokerage services to Consumers for the Purpose, subject to the Member's oversight, supervision, and accountability, and in accordance with the VOW Policy and Rules, the URL(s) for which website(s) have been disclosed by

the Member to TREB using a Member VOW Information and Brokerage Approval Form in the form attached hereto as Schedule B or a VOW URL Change/Update Form in the form attached hereto as Schedule F.

“**VOW Datafeed**” means an electronic transmission of data from TREB to Member or AVP, which data consists of such Listing Information that TREB has agreed, pursuant to this Agreement, to provide to Member or AVP, as applicable, from time to time in its sole discretion, which information transmitted will, at all times, be subject to the VOW Policy and Rules and this Agreement.

“**VOW Policy and Rules**” refers to that part of the MLS[®] Rules and Policies governing VOWs.

ARTICLE 4 SERVICES, LICENSE AND FEES

- 4.1 Services and License. Subject to the terms and conditions of this Agreement and the VOW Policy and Rules, TREB will provide to Member or AVP, if operating Member’s VOW(s) on behalf of Member, a VOW Datafeed to Member or AVP, solely and exclusively for the Purpose (“**Services**”). Subject to the terms and conditions of this Agreement, TREB hereby grants to Member and AVP, if operating Member’s VOW(s) on behalf of Member, a non-exclusive, non-transferable, non-sublicensable, revocable limited license to use such Listing Information as may be provided to Member or AVP through the VOW Datafeed solely and exclusively for the Purpose.
- 4.2 Fees and Payment. In consideration for the Services and rights granted under this Agreement, Member agrees to pay to TREB the non-refundable license fees and other fees (if any) described at Schedule A attached to this Agreement (the “**Fees**”), as may be amended by TREB from time to time. The Fees shall be due and payable as provided at Schedule A attached hereto.
- 4.3 Payment Default. In the event that Member is late or otherwise fails to pay any such payment due hereunder, Member shall be liable to TREB for such amounts until paid and Member shall pay interest at the rate of 1.25% per month on all outstanding amounts from the date the amount was due until the full amount is received by TREB. Member shall also reimburse TREB for all expenses and costs incurred by TREB for collection of unpaid amounts, including, without limitation, legal fees and costs. TREB is entitled to receive the amounts provided under this Agreement in addition to any other rights or remedies available to TREB with respect to Member and/or AVP’s breach of any obligation under this Agreement.
- 4.4 Own Expenses and Costs. Member and AVP shall each be responsible for its own expenses and costs under this Agreement, and TREB shall have no obligation whatsoever to reimburse AVP or Member for any expenses or costs incurred by AVP or Member in the exercise of Member’s or AVP’s rights or in the performance of Member’s and AVP’s duties under this Agreement.

ARTICLE 5 VOW DATAFEED, MONITOR, SECURITY AND AUDIT

- 5.1 Means of Receiving VOW Datafeed. Receipt by Member or AVP of the VOW Datafeed shall be exclusively by the means, including the format and method of delivery, designated by TREB from time to time. TREB may, in its sole discretion and at any time, change the means and nature of delivery of VOW Datafeed to Member or AVP. TREB will endeavour to provide reasonable notice to Member and AVP (if applicable), but is not obligated to do so.
- 5.2 TREB Monitoring Rights and Access to Member's VOW(s). Member shall, at all times, make Member's VOW(s) readily accessible to TREB and Participating VOW Members for purposes of verifying compliance with the VOW Policy and Rules and this Agreement. Without limiting the generality of the foregoing, for security, monitoring and network maintenance purposes, and the like, at any time, TREB and Participating VOW Members are authorized, but not obligated, to monitor and access applications and systems, monitor network traffic and usage, and to obtain full access to Member's VOW(s) and systems to ensure that any information transmitted through a VOW Datafeed is displayed on Member's VOW(s) in accordance with this Agreement and with the VOW Policy and Rules. Member and AVP agree to render reasonable assistance and cooperation to TREB if so requested in connection with any of the foregoing.
- 5.3 Interruption, etc. of VOW Datafeed. TREB shall not be obligated to make any changes to TREB server(s), including any software running on TREB server(s), the configuration, applicable protocols, or any other aspect of TREB server(s) for any reason. Member and AVP acknowledge that TREB's MLS[®] System, or the receipt of the VOW Datafeed may, from time to time, be unavailable to Member or AVP for any reason, including without limitation, whether because of technical failures or interruptions, hardware malfunctions, software malfunctions, upgrades, intentional downtime for service, or changes to TREB server(s), causes beyond the reasonable control of TREB and/or not reasonably foreseeable by TREB, or otherwise. Member and AVP agree that any modification of TREB server(s), any interruption, delay, omission, or unavailability of the VOW Datafeed, the Services, or receipt of, or display of VOW Datafeed shall not constitute a default under this Agreement. TREB shall not, in any way be responsible for any such interruption or prevention of receipt of and/or display of the VOW Datafeed and/or Services and TREB shall have no liability of any nature to Member or AVP for, and Member and AVP waive all claims arising out of, any of the foregoing, or otherwise.
- 5.4 Member and AVP Security and Audit. Member and AVP shall utilize appropriate security protection measures, such as firewalls and shall maintain an audit trail of Consumers' activity on Member's VOW(s) and through any AVP server and make that information available to TREB, if TREB has determined in its sole discretion that any of Member's VOW(s) or AVP server has been the cause of, or permitted a breach in, the security of TREB's MLS[®] System, Listing Information or VOW Datafeed or a violation of any VOW Policy or Rules.
- 5.5 Use of Internet. Member and AVP acknowledge that there are certain security, corruption, transmission errors, and access availability risks associated with using open networks such as the internet and Member and AVP hereby expressly assume

all such risks. TREB shall not be responsible for any failure in providing the VOW Datafeed and/or use or access of Listing Information due to malfunction or loss of Member or AVP system or internet service providers or from the malfunction or failure of hardware, software or services used by Member or AVP.

- 5.6 Member and AVP Software and Hardware. Each of Member and AVP is solely responsible, at its expense, for acquiring, providing, servicing, updating, maintaining, and ensuring the compatibility with, all the software, hardware and communication services owned or operated by it, in order to ensure access to the VOW Datafeed in accordance with the terms herein.
- 5.7 Notification. Member and AVP shall each promptly notify TREB if either becomes aware of any error, bug, or security breach, or any unauthorized use, reproduction or distribution of any VOW Datafeed. Subject to the foregoing, Member and AVP shall each maintain all such information in confidence in accordance with the confidentiality provisions herein.
- 5.8 Liability for Use of VOW Datafeed. Member is responsible for any liability or loss of goodwill associated with problems of data integrity, accuracy or timeliness arising from Member's use, either directly, or indirectly through AVP, of TREB's MLS[®] System, Listing Information, and/or any information transmitted through a VOW Datafeed.

ARTICLE 6 CONDITIONS AND RESTRICTIONS ON USE

- 6.1 Compliance. In using the Listing Information or any part thereof, Member and AVP must comply with the terms and conditions of this Agreement and all of the VOW Policy and Rules.
- 6.2 Restrictions. Except as expressly set forth in this Agreement, Member and AVP shall not, and shall not facilitate, cause, assist or allow any person or third party to, directly or indirectly, do under any circumstances whatsoever, any unauthorized activity, including without limitation any of the following:
- (a) access or use any information transmitted through a VOW Datafeed in a manner that is contrary to or in violation of this Agreement, the VOW Policy and Rules or applicable laws or regulations and/or for any purpose other than as permitted herein. Without limiting the generality of the foregoing, except as permitted herein, Member and AVP shall not use any information transmitted through a VOW Datafeed in connection with any website (other than display on Member's VOW(s)), wireless device, other electronic or digital devices, or any other means, or internet posting, advertising, unsolicited products or services, promotional material or any other display, distribution, publication or republication to the public or any group or third party;
 - (b) assist, allow or permit any person or entity to gain access to or use any information transmitted through a VOW Datafeed by or through Member or AVP, or access or use any such information to provide service bureau,

hosting or time-sharing services or to support the operations of any other person or entity;

- (c) use or attempt to use another Participating VOW Member's or another AVP's password, access code, or other access information, to gain access to or use of the VOW Datafeed;
- (d) fail to maintain reasonable security precautions to protect its password, or other access information from unauthorized access, use or disclosure, fail to maintain reasonable security precautions to prevent scraping, data mining, data piracy and other unauthorized access, use and/or exploitation of any information transmitted through a VOW Datafeed, including failing to monitor its VOW(s) for indications that any such information is being scraped, mined, or other unauthorized access, use and/or exploitation of any such information and/or fail to immediately notify TREB upon becoming aware of any of the foregoing;
- (e) attempt, in any way whatsoever, to circumvent any computer security measures or resource restrictions, or attempt to gain unauthorized access to TREB operating systems, networks, and/or servers including by obscuring or falsifying the identity of Member or AVP;
- (f) distribute, redistribute, copy, produce, reproduce, publish, republish, duplicate, alter, modify, or transfer, any information transmitted through a VOW Datafeed, or merge any such information with other data, or publish any Listing Information in any form, or create any derivative work(s) or adaptation(s) based on, or in any other way exploit any such information;
- (g) scrape, data mine, download, distribute, redistribute, export, merge, deliver, transfer, or transmit any information transmitted through a VOW Datafeed, including to any computer, wireless device, mobile device, or any other electronic or digital device, except downloading to Member or AVP server, as applicable, as permitted under this Agreement. Without limiting the foregoing, prohibited uses include "screen scraping", "database scraping" and any other activity intended to collect, store, reorganize, profile, extract patterns, and/or manipulate any information transmitted through a VOW Datafeed;
- (h) market, sell, resell, assign, exchange, barter or transfer, convey, loan, lease, rent, grant access to, license or sublicense, or in any other manner exploit any information transmitted through a VOW Datafeed. Member and AVP agree to take all reasonable steps necessary to protect all information transmitted through a VOW Datafeed from any of the foregoing, including but not limited to, unauthorized access, distribution, reproduction, copying, use, or in any other way, exploit any information transmitted through a VOW Datafeed;
- (i) access or use the VOW Datafeed in a manner that is contrary to or in violation of this Agreement, VOW Policy and Rules and/or for any purpose other than as permitted herein;

- (j) use a robot, spider, scraper, or other automatic device, software, or manual process for any purpose, including to directly or indirectly access, monitor, or copy any information transmitted through a VOW Datafeed;
- (k) use any device, software or routine to bypass TREB robot exclusion headers or any other security measures, or interfere, or attempt to interfere, with TREB server(s) and/or any information transmitted through a VOW Datafeed;
- (l) decompile, reverse engineer, disassemble, modify and/or adapt any software owned or licensed by TREB or any information transmitted through a VOW Datafeed, or any part thereof, or attempt to create any source code that is derived from TREB server(s), any information transmitted through a VOW Datafeed, or any software owned or licensed by TREB;
- (m) use Member's VOW(s), TREB's MLS[®] System, the VOW Datafeed, or any other means to conduct any abusive practices including transmitting anything defamatory, threatening, hateful, harassing, vulgar, obscene, harmful, or invasive of anyone's privacy;
- (n) impair, jeopardize, violate or infringe the rights of TREB, Participating VOW Members, or any person or entity, including, without limitation, intellectual property, privacy, and/or contractual rights;
- (o) cause excessive strain on TREB server(s) or system(s), or cause unwarranted or unsolicited interference with other Participating VOW Members' or their AVP's use of, or access to, any VOW Datafeed and/or TREB's MLS[®] System;
- (p) cause or permit anything that will prejudice or hamper the reputation or goodwill of TREB;
- (q) disclose, or permit the disclosure of, the VOW Datafeed, TREB's MLS[®] System, or any part thereof, to any person except as specifically permitted in this Agreement;
- (r) syndicate or redistribute by any means any information transmitted through a VOW Datafeed;
- (s) cause or take any action which might reasonably be construed as injurious or detrimental to the interests of TREB or of any other Participating VOW Member; and/or
- (t) represent or suggest any affiliation between TREB and Member and/or between TREB and AVP.

6.3 Conditions on Operating VOW(s). In operating its VOW(s), in addition to its obligations under this Agreement and the VOW Policy and Rules, Member shall comply with the following requirements, as may be amended from time to time in TREB's sole discretion:

- (a) No Listing(s) other than the Listing Information transmitted through a VOW Datafeed may be displayed on Member's VOW(s).
- (b) The number of Listing(s) that Consumers may view or retrieve on or from a Member's VOW in response to an inquiry will be limited to 100 Listing(s).
- (c) The listing Brokerage must be clearly displayed for all Listing(s) including thumbnail views. The listing Brokerage must be in the same font and size as other Listing(s) details and not visually separated from the Listing(s) display.
- (d) The display of other Brokerages' Listing(s) obtained from other sources (e.g., other MLS[®] non-participating Brokerages, etc.) on Member's VOW(s) shall display the source from which each such Listing(s) was obtained.
- (e) The contact information of the Member operating the VOW(s) must be clearly separated from the detail display of a Listing(s) which is listed by a Brokerage other than the Member's own Listing(s).
- (f) The content of any information transmitted through a VOW Datafeed, or any portion thereof, may not be changed in any way from the content as it is provided by TREB. Notwithstanding the foregoing, any information transmitted through a VOW Datafeed may only be reformatted but only to the extent of choosing which fields to display based on objective criteria such as geography or type of property.
- (g) Each Member VOW including the URL of such VOW and any changes in such URL, must be preapproved by Member's Broker of Record or its designate using a "Member VOW Information and Brokerage Approval Form" in the form attached hereto at Schedule B or a "VOW URL Change/Update Form" in the form attached hereto at Schedule F, an executed copy of which shall be provided to TREB.
- (h) Member shall ensure that the information transmitted through a VOW Datafeed displayed on Member's VOW(s) is refreshed not less than every 24 hours.
- (i) Member shall have a notice on all VOW Datafeed displayed on Member's VOW(s) indicating that the information is deemed reliable but is not guaranteed accurate by TREB.
- (j) Member's VOW(s) must not claim to provide full access to TREB's MLS[®] System.
- (k) Member shall prominently post a notice on each of Member's VOW(s) stating that Member's VOW may only be used by Consumers that have a *bona fide* interest in the purchase, sale, or lease of real estate of the type being offered through Member's VOW. The following notice may be used: "The information provided herein must only be used by consumers

that have a *bona fide* interest in the purchase, sale, or lease of real estate and may not be used for any commercial purpose or any other purpose.”

- 6.4 Authorization of AVP to Receive VOW Datafeed. AVP hereby acknowledges and agrees that (i) AVP has no independent member rights in Listing Information received via a VOW Datafeed by virtue of this Agreement; (ii) AVP shall not use Listing Information except such Listing Information as may be provided through a VOW Datafeed in connection with operation of Member’s VOW(s) pursuant to this Agreement; and (iii) receipt by AVP of the VOW Datafeed is derivative of the rights of Member. For greater certainty, the termination of the rights and license granted herein to Member shall result in the termination of the rights and license granted herein to AVP.

ARTICLE 7 INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS

- 7.1 Ownership of Intellectual Property. AVP and Member acknowledge and agree that the MLS[®] Database, TREB’s MLS[®] System, Listing Information, MLS[®] data and VOW Datafeed are proprietary to TREB and/or its licensors and are protected by copyright, trademark, patent and other intellectual property laws of Canada and international treaties and conventions and by any other applicable laws (collectively “**TREB Intellectual Property**”). AVP and Member each further acknowledges and agrees that all right, title, and interest (including without limitation all copyright, trademark, patent and trade secret rights) now existing or hereafter coming into force, in and to TREB Intellectual Property are and shall remain the property of TREB and/or its licensors. Nothing in this Agreement shall be construed as conveying or granting to AVP or Member an interest or right of any kind, express or implied, in or to any of TREB’s and/or its licensor’s intellectual property, proprietary rights and any other rights, including in relation to all of the foregoing, except for the limited rights granted herein.
- 7.2 Trademark License. TREB further grants to Member or AVP, if AVP is operating Member’s VOW(s), a limited, non-exclusive, non-transferable, non-sublicensable revocable license to use TREB’s trademark(s) identified in Schedule C attached hereto (“**TREB Trademark**”) for the sole purpose of identifying TREB as the owner of any TREB Intellectual Property, including any TREB Trademark(s), and any associated goods/services. TREB may subsequently grant similar rights to Member and AVP, if AVP is operating Member’s VOW(s), to use other trademarks of TREB, and Member and AVP’s use thereof shall be subject to the provisions of this paragraph and any other requirements as may be provided by TREB from time to time.
- 7.3 No Rights. Member and AVP acknowledge and agree that they do not have any rights to and shall not obtain, through the terms of this Agreement or otherwise, any rights in connection with any trademarks, copyright, patents, and/or other proprietary or intellectual property rights of TREB and/or its licensors, now or hereafter coming into existence, including without limitation, in and to TREB Intellectual Property, and any part of, or relating to, any of the foregoing.
- 7.4 Restrictions. Member and AVP shall not, nor shall either assist any person or entity, in Canada, or any other country or territory, to: (a) take any action or cause

or permit anything that will impair, negate, invalidate, jeopardize, violate, diminish the value, infringe or otherwise, the intellectual property and/or proprietary rights of TREB and/or its licensors, including without limitation, in and to TREB Intellectual Property and TREB trademarks (including the TREB Trademark) copyright and/or patents, and any part of, or relating to, any of the foregoing; (b) directly or indirectly dispute or contest the ownership, validity, or enforceability of the intellectual property and proprietary rights of TREB and/or its licensors including, without limitation, in and to TREB Intellectual Property, TREB trademarks (including the TREB Trademark) copyright and/or patents, and any part of, or relating to, any of the foregoing; and/or (c) claim, assert any rights or interest to, use, or apply to register, record, or file any trademark or design application that is identical or similar to TREB's trademarks (including the TREB Trademark).

- 7.5 Waiver of Third Party Claims. Each of AVP and Member waives any claims against TREB resulting from rights that others may assert against Member and/or AVP based on Member and/or AVP's exercise of the rights granted under this Agreement, including without limitation claims of trademark, copyright or patent infringement and/or violation of other intellectual property or proprietary rights.
- 7.6 Proprietary and Other Notices. Each of Member and AVP agrees that it will include and not alter or remove any trademark, copyright, other notices, and/or any disclaimers or other legends located or used on or in connection with the Listing Information and/or the VOW Datafeed and any part of, or relating to, any of the foregoing, as required by TREB from time to time.

ARTICLE 8 CONFIDENTIAL INFORMATION

- 8.1 Confidential Information. For the purposes herein, "**Confidential Information**" means any and all information and material proprietary to TREB and/or its licensors and not generally known to the public, including but not limited to confidential information, trade secret information, knowledge, processes, systems, technology, software and data and information of every kind, including any information transmitted through a VOW Datafeed (except to the extent to which this Agreement permits disclosure), disclosed by TREB to Member or AVP, or that Member or AVP may obtain knowledge or access to as a result of this Agreement. Without limiting the generality of the foregoing, TREB may mark Confidential Information "confidential" or "proprietary" but regardless of whether so marked or identified, any information or material, whether in oral, visual, audio, electronic, written or other form, that Member and AVP each knew or ought to have known was considered confidential or proprietary to TREB and/or its licensors will be considered Confidential Information.
- 8.2 Exclusions. Notwithstanding the foregoing, Member and AVP shall not have any obligation under this Article 8, as evidenced by written record, with respect to any information, knowledge and/or data disclosed pursuant hereto to the extent same: (a) is or hereafter becomes part of the public domain through no wrongful act of Member or AVP; (b) is known to Member or AVP free of any obligation of confidentiality at the time of first disclosure hereunder; (c) is lawfully obtained by Member or AVP from a third party without obligation of confidentiality; (d) is

independently developed by Member or AVP; or (e) is disclosed pursuant to a court order or other legal compulsion provided, however, that prior to any such disclosure, Member or AVP, as applicable shall, unless legally prohibited, promptly notify TREB in writing of the requirement or request to disclose, and cooperate with TREB in protecting against or limiting the scope of any such disclosure.

- 8.3 Confidentiality. Member and AVP each covenants and agrees that it shall: (a) receive and maintain all Confidential Information received hereunder in strict confidence; (b) use Confidential Information received hereunder strictly as permitted herein, lawfully exercising the rights and/or performing its obligations hereunder and for no other purpose whatsoever; (c) use the highest degree of care to protect and handle Confidential Information received hereunder; and (d) advise TREB immediately of any circumstances, incidents or events which may impact, compromise, or in any way relate to, the privacy, confidentiality, availability or security of Confidential Information, including, without limitation, the violation or non-observance of any term or condition contained in this Agreement.
- 8.4 Ownership of Confidential Information. All Confidential Information is and will remain the exclusive property of TREB and/or its licensors, and Member and AVP will have no rights, by license or otherwise, to Confidential Information except as expressly provided herein.

ARTICLE 9 PRIVACY

- 9.1 Compliance with Privacy Laws. Member and AVP shall each ensure that all Personal Information that may be collected by Member and AVP in connection with its access to or use of any information transmitted through a VOW Datafeed will be collected, used, disclosed and maintained strictly in accordance with the requirements of applicable privacy legislation including the *Personal Information Protection and Electronic Documents Act* and with the MLS[®] Rules and Policies.
- 9.2 Listing(s). Member and AVP each will, at all times, treat any personally identifiable information contained in any information transmitted through a VOW Datafeed as Personal Information and will protect and safeguard such Personal Information from any collection, use or disclosure that is not expressly permitted by this Agreement.
- 9.3 Consent. By agreeing to the terms of this Agreement and by accessing and using any information transmitted through a VOW Datafeed and exercising any other rights granted herein, Member and AVP each consents to the collection, use and disclosure of its Personal Information by TREB in accordance with TREB's privacy policy located at TREB's website, including to the extent necessary for TREB to communicate with Member and AVP and to administer and enforce this Agreement and the MLS[®] Rules and Policies. Member and AVP each acknowledges having read, understanding and agreeing to be bound by such privacy policy.
- 9.4 Electronic Address. Member represents, warrants and covenants to TREB that in providing to TREB any electronic address of AVP (including any AVP contact),

Member has obtained the necessary consent in compliance with applicable law in order for TREB to send electronic messages to such electronic address in connection with this Agreement, and Member will notify TREB immediately if such consent is withdrawn.

ARTICLE 10 DISCLAIMER AND LIMITATION OF LIABILITY

- 10.1 **DISCLAIMER. BROKERAGE, AVP AND MEMBER ACKNOWLEDGE AND AGREE THAT THE SERVICES, THE VOW DATAFEED, LISTING INFORMATION AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY GUARANTEE, REPRESENTATION, CONDITION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR QUALITY, TITLE OR NON-INFRINGEMENT OR WITH RESPECT TO THE ACCURACY, CORRECTNESS, CURRENCY, RELIABILITY, USEFULNESS, OR COMPLETENESS OF LISTING INFORMATION OR VOW DATAFEED OR WITH RESPECT TO THE USE OR THE RESULTS OF THE USE OF ANY SERVICES LISTING INFORMATION, VOW DATAFEED AND THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING. TREB MAKES NO GUARANTEE, REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, AND ASSUMES NO LIABILITY WHATSOEVER WITH RESPECT TO THE ADEQUACY OF SERVICES OR LISTING INFORMATION OR VOW DATAFEED OR SERVICES FOR ANY PARTICULAR PURPOSE OR WITH RESPECT TO ADEQUACY OF THE SERVICES TO PRODUCE ANY PARTICULAR RESULT OR THAT THE SERVICES, VOW DATAFEED, OR LISTING INFORMATION WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED.**
- 10.2 **LIMITATION OF LIABILITY. NEITHER TREB NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS WILL BE LIABLE TO BROKERAGE, AVP, MEMBER OR ANY THIRD PARTY (INCLUDING MEMBER’S CLIENTS OR CUSTOMERS) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR OTHER DAMAGES OF ANY NATURE INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFITS OR REVENUE OR GOODWILL, OR INTERRUPTION OF BUSINESS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY INACCURATE, INCORRECT, UNRELIABLE, NOT CURRENT, NOT USEFUL, OR INCOMPLETE SERVICES, LISTING INFORMATION OR VOW DATAFEED, THE TERMINATION OF THIS AGREEMENT, THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES, VOW DATAFEED, AND/OR THE USE OF ANY SERVICES, LISTING INFORMATION OR VOW DATAFEED MADE AVAILABLE PURSUANT HERETO, HOWSOEVER ARISING, INCLUDING BUT NOT LIMITED TO, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), FUNDAMENTAL BREACH OR OTHERWISE, EVEN IF SUCH PARTY HAS**

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

- 10.3 THIRD PARTY WEBSITES. THE INFORMATION TRANSMITTED THROUGH A VOW DATAFEED MAY INCLUDE LINKS TO THIRD PARTY WEBSITES OR FEEDS FROM THIRD PARTY WEBSITES (COLLECTIVELY “THIRD PARTY WEBSITES”). TREB DOES NOT WARRANT OR ENDORSE THE CONTENT CONTAINED IN ANY THIRD PARTY WEBSITE. TREB DOES NOT MAKE ANY ENDORSEMENT, REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, OR STATUTORY, OF ANY KIND REGARDING ANY THIRD PARTY WEBSITE, INCLUDING REGARDING THE LEGALITY, ACCURACY, RELIABILITY, QUALITY, USEFULNESS, COMPLETENESS, TIMELINESS, NON-INFRINGEMENT, SECURITY, OR SUITABILITY OF ANY CONTENT ON A THIRD PARTY WEBSITE OR WHETHER OR NOT ANY NECESSARY CONSENTS REQUIRED UNDER APPLICABLE PRIVACY LAWS OR OTHER LAWS FOR ANY ASPECT OF ANY THIRD PARTY WEBSITE HAVE BEEN PROPERLY OBTAINED. TREB DOES NOT MAKE ANY ENDORSEMENT, REPRESENTATION, WARRANTY OR CONDITION, EXPRESS OR IMPLIED, REGARDING THE MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT, FUNCTIONS, GOODS OR SERVICES ON OR MADE AVAILABLE THROUGH ANY THIRD PARTY WEBSITES OR THAT THE OPERATION OF ANY THIRD PARTY WEBSITE WILL BE UNINTERRUPTED, FREE OF ERROR, VIRUSES, DEFECTS, OR ANY OTHER HARMFUL COMPONENTS OR THAT ANY OF THE FOREGOING WILL BE CORRECTED. THE CONTENT, FUNCTIONS, GOODS AND/OR SERVICES AVAILABLE ON OR THROUGH ANY THIRD PARTY WEBSITE IS NOT UNDER TREB’S CONTROL IN ANY WAY WHATSOEVER AND IF AVP OR MEMBER CHOOSES TO ACCESS OR HAVE ANY DEALINGS WITH ANY THIRD PARTY WEBSITE, AVP AND MEMBER DO SO ENTIRELY AT THEIR OWN RISK.

ARTICLE 11 INDEMNITY AND REPRESENTATIONS AND WARRANTIES

- 11.1 Indemnity. Brokerage, Member and AVP jointly and severally agree to indemnify, defend and hold harmless TREB, its officers, directors, employees, and agents, from and against any and all claims, demands, suits, proceedings, actions, causes of action, and/or liability of any kind whatsoever, for any and all damages, losses, costs and/or expenses (including the payment of all legal expenses, including reasonable attorneys’ fees and costs), arising out of or related to, any and all breaches by Member and/or AVP of any term or condition of this Agreement, including any breach of representation or warranty set forth in this Agreement, receipt of the VOW Datafeed, and the use and display of information transmitted through a VOW Datafeed. Each of Brokerage and Member is and shall be fully and directly liable for any breach by AVP under this Agreement. TREB shall have the right to control its own defense and engage legal counsel acceptable to TREB.
- 11.2 Representations and Warranties.

- (a) Each party represents and warrants to the others that this Agreement, when executed by such party, will be valid, binding and enforceable with respect to such party in accordance with its terms.
- (b) Member represents and warrants that:
 - (i) information transmitted through a VOW Datafeed will be used by Member and AVP strictly as permitted herein;
 - (ii) it has executed an agreement with AVP establishing the AVP's right to receive and access VOW Datafeed (per the "VOW Datafeed Transfer Authorization Form" attached hereto at Schedule D) and shall provide to TREB a copy of such agreement in which Member acknowledges its selection of AVP to operate VOW(s) on Member's behalf;
 - (iii) it has made AVP aware of the VOW Policy and Rules;
 - (iv) its VOW(s)' terms of use are compliant with the VOW Policy and Rules and it has made AVP aware of such terms of use;
 - (v) it is a Member in good standing in accordance with TREB's By-laws and REBBA; and
 - (vi) the execution of this Agreement and/or the performance of Member's obligations under this Agreement will not constitute a default, or an event which with the passage of time, the giving of notice, or both, would constitute a default, under any other agreement by which Member is bound.
- (c) AVP represents and warrants that:
 - (i) it is not and shall not be under any disability, restriction, or prohibition related to the execution of this Agreement and the performance of its obligations under this Agreement;
 - (ii) that the grant of rights herein to AVP and the fulfillment of AVP's obligations as contemplated under this Agreement are proper and lawful; and
 - (iii) the execution of this Agreement and/or the performance of AVP's obligations under this Agreement will not constitute a default, or an event which with the passage of time, the giving of notice, or both, would constitute a default, under any other agreement by which AVP is bound.

ARTICLE 12 TERM AND SUSPENSION OR TERMINATION

- 12.1 Term. The term of this Agreement shall commence on the Effective Date of this Agreement and shall remain in force until or unless suspended or terminated as further described herein.
- 12.2 Suspension. In the event Member or AVP is in breach of this Agreement, or of any of the MLS[®] Rules and Policies, as determined by TREB in its sole discretion, TREB may immediately suspend without notice Member's and AVP's access to and use of the VOW Datafeed. TREB may end a suspension, at its sole discretion, by notice to Member.

12.3 Termination. Without limiting any other rights or remedies available to TREB under the terms of this Agreement, the VOW Policy and Rules, at law or in equity, TREB may immediately terminate this Agreement and Member's and AVP's access to and use of the VOW Datafeed, in which case Member and AVP shall comply with any applicable procedures and obligations contained herein and/or in the MLS[®] Rules and Policies in the event of any of the following:

- (a) Member or AVP is in breach of:
 - (i) any term or condition of this Agreement, which is not cured (if capable of being cured) within 10 days after notice from TREB (provided that, notwithstanding the foregoing, if within 48 hours after such notice from TREB, Member or AVP does not notify TREB in writing of actions being taken to cure the breach, this Agreement shall immediately terminate at the end of such 48 hour period);
 - (ii) any representation, warranty, covenant, term or condition contained in the VOW Policy and Rules, which is not cured within the applicable cure period, if any, as set forth in the VOW Policy and Rules in respect of the specific breach; or
 - (iii) any provisions contained in REBBA, the TREB By-laws or any other applicable laws.
- (b) AVP no longer being designated by Member to operate Member's VOW(s);
- (c) Member ceasing to maintain its status with TREB;
- (d) where Member is a Salesperson or Broker, Member ceasing to be employed, appointed or authorized to trade in real estate by its Brokerage, or Member changing Brokerages (in which case Member must enter into a new VOW Datafeed Agreement with TREB with the authorization of Member's new Broker of Record);
- (e) where Member is a Brokerage and its Broker of Record changes (in which case Member must enter into a new VOW Datafeed Agreement with TREB with the authorization of Member's new Broker of Record);
- (f) Member or AVP accessing or downloading any VOW Datafeed in a manner not authorized for Participating VOW Members and/or that hinders the ability of Participating VOW Members from accessing, receiving and/or downloading any VOW Datafeed to Participating VOW Members' VOWs;
- (g) Member or AVP violating or breaching any MLS[®] Rules and Policies or this Agreement; or
- (h) Member or AVP failing to make any required payments to TREB.

12.4 Notice of Termination. Member may elect to no longer display VOW Datafeed on its VOW(s) and thereby terminate this Agreement upon fifteen (15) business days written notice to TREB of such termination and upon completion of the "VOW Datafeed Member Unsubscribe Notice Form", attached hereto at Schedule E, an executed copy of which shall be submitted to TREB.

12.5 Discontinuance of VOW Datafeed. In the event TREB, in its sole discretion, decides at any time to discontinue offering a VOW Datafeed, TREB may terminate this Agreement and accordingly terminate Member and AVP access to and use of VOW Datafeed.

- 12.6 Return, Destruction, etc. Each of Member and AVP shall permanently cease all use of Confidential Information, Personal Information, information transmitted through a VOW Datafeed, and any other proprietary and confidential information received hereunder upon any suspension or termination of its access to and use of the VOW Datafeed pursuant to this Agreement and shall promptly, by secure means, permanently delete, erase and destroy any and all Confidential Information, Personal Information, information transmitted through a VOW Datafeed and any materials (in any medium) containing or reflecting any Listing Information including all copies, extracts, reproductions, or otherwise, in whole or in part, that each has stored anywhere and by any means, including without limitation on magnetic media or other electronic or digital storage, including all backup copies, in its possession or under its control, as well as any copies in the possession or under the control of its representatives, immediately upon termination of this Agreement, but in any event, not later than seven (7) days after termination of this Agreement, for any reason whatsoever. Member and AVP shall each certify in writing to TREB that each has complied with all of the foregoing.
- 12.7 Effect of Suspension of Termination; Survival. Upon any suspension or termination of this Agreement for any reason whatsoever, any and all licenses and rights granted herein to Member and AVP to access and use the VOW Datafeed and any information transmitted through a VOW Datafeed shall immediately terminate. Suspension or termination of this Agreement, for any reason whatsoever, shall not limit TREB from pursuing any other remedies available to it under the MLS[®] Rules and Polices, or at law or in equity, including, if applicable, injunctive relief.
- 12.8 Nonrefundable. No Fees, portion of the Fees, or other fees payable by AVP or Member under this Agreement will be refunded to AVP or Member upon suspension or termination of this Agreement for any reason whatsoever.
- 12.9 VOW Policy and Rules. Suspension or termination of this Agreement for any reason whatsoever shall not release each of Brokerage, AVP and Member from the responsibilities, obligations, liabilities, and/or indemnifications set forth in this Agreement, including the VOW Policy and Rules which responsibilities, obligations, liabilities, and/or indemnifications shall survive the termination of this Agreement.

ARTICLE 13 REMEDIES

- 13.1 Remedies. Member and AVP agree that a breach of this Agreement will result in immediate and irreparable injury and harm to TREB. In such event, TREB shall have the right to immediately terminate the right of Member and AVP to receive the VOW Datafeed and to obtain an injunction, specific performance, and/or other equitable relief to prevent the breach under this Agreement; provided, however, that this shall in no way limit any other remedies which TREB may have including, without limitation, the right to seek monetary damages.

ARTICLE 14 GENERAL PROVISIONS

- 14.1 Notices. Any notice, direction or other communication required or permitted to be given hereunder shall be in writing and shall be sufficiently given if delivered personally, mailed by prepaid registered mail, or transmitted by facsimile or other form of recorded communication to the appropriate party at the address provided at the signature section of this Agreement. Any party may change its address for service from time to time by written notice given to the other parties in accordance with this Agreement. Notwithstanding the foregoing, Member and AVP hereby agree and consent to the receipt of electronic legal notices regarding this Agreement upon access to the VOW Datafeed.
- 14.2 Entire Agreement. The terms of this Agreement, together with the VOW Policy and Rules, constitute the entire agreement between the parties with respect to the subject matter herein. There are no representations, warranties, terms, conditions, promises, undertakings or collateral agreements, oral or written, among the parties with respect to the subject matter herein other than those set forth or expressly referred to herein.
- 14.3 Amendment. TREB may, in its sole discretion, change, modify, add or delete portions of this Agreement at any time and from time to time without notice to Member and AVP by posting the then current version of this Agreement on TREB's website or TREB's MLS[®] System.
- 14.4 Further Assurances. The parties shall, from time to time, execute and deliver all such other and further deeds, documents, instruments and assurances as may be reasonably necessary or required to carry into force and effect the purpose and intent of this Agreement.
- 14.5 Relationship. Nothing in this Agreement shall be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between TREB and AVP or between TREB and Member. Neither Member nor AVP has any express or implied authority to assume or create any obligations on behalf of TREB or to bind TREB to any contract, agreement or undertaking with any third party.
- 14.6 Waiver. The waiver by TREB or the failure of TREB, to require or enforce the performance of any provision of this Agreement or to take action with respect to any breach of any term, covenant, or condition herein contained shall not be construed as a waiver of any provision or right nor to be deemed to be a continuing waiver or waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant or condition contained in this Agreement. A waiver by TREB of any default hereunder or of any of the terms and conditions of this Agreement shall be in writing signed by TREB and shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition, but shall apply solely to the instance to which such waiver is directed.
- 14.7 Assignment. Neither this Agreement nor any of the rights or obligations under this Agreement may be sublicensed, conveyed, sold, given, assigned or otherwise transferred, including by operation of law, by Member or AVP, without the prior

written consent of TREB. TREB may assign its rights and obligations under this Agreement.

- 14.8 Enurement. This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.
- 14.9 Governing Law and Forum. This Agreement shall be governed by and construed in accordance the laws of the Province of Ontario and the federal laws of Canada applicable therein (without reference to its conflict of laws or choice of law principles). The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario and the federal courts of Canada with subject matter jurisdiction with respect to any matter arising hereunder or relating hereto.
- 14.10 Severability. In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, in whole or in part, by a court of competent jurisdiction, the validity, legality and enforceability of any of the remaining provisions or part thereof shall not in any way be affected or impaired.
- 14.11 Force Majeure. TREB shall not be responsible to Brokerage, Member or AVP or any third party for any failure or delay in performance due to circumstances or causes beyond its reasonable control, including any labour dispute, acts of God, natural disasters, fire, utility or communications failures, vandalism, war, acts of terrorism, riots, embargoes, or laws, regulations or orders of any governmental or regulatory entity.
- 14.12 Headings, Gender, Number and Including. The division of this Agreement into articles and sections and the use of headings are for purposes of reference only and shall not limit or otherwise affect the interpretation of this Agreement. In this Agreement, unless there is something in the subject matter or context inconsistent therewith, words importing a specific gender include all genders and words importing the singular include the plural and vice versa. Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- 14.13 Language. This Agreement and any documents relating thereto have been prepared in the English language at the express request of the parties. Les parties ont exigé, et par les présentes confirment leur demande, que ce contrat soit rédigé en anglais seulement.
- 14.14 Survival. The following Articles shall survive the suspension or termination of this Agreement, regardless of the reasons for suspension or termination, in addition to any other provision herein which by law or by its nature should survive: Articles 1 to 3 and 5 to 14.
- 14.15 Execution. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument. Facsimile signatures are deemed to be equivalent to original signatures for the purposes of this Agreement.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have duly executed this Agreement by their authorized representatives as of the Effective Date.

Effective Date: _____ (To be completed by TREB upon submission)

Toronto Real Estate Board

By:

Signature: _____

Name: _____

Title: _____

(I have authority to bind the corporation.)

Address: 1400 Don Mills Road, Toronto, Ontario M3B 3N1

Email Address: trebvow@trebnet.com

Telephone Number: 416-443-8100

Facsimile Number: 416-443-8129

Member Information and Signature

Member Name: _____

Signature: _____

Name of Signatory: _____ (if different from Member Name)

Title: _____

(I have authority to bind Member.)

Address : _____

Email Address: _____

Telephone Number: _____

Facsimile Number: _____

Affiliated VOW Partner Information and Signature

AVP Name: _____

Signature: _____

Name: _____

Title: _____

(I have authority to bind AVP.)

Address: _____

Email Address: _____

Telephone Number: _____

Facsimile Number: _____

ACKNOWLEDGEMENT AND AGREEMENT BY BROKERAGE

The undersigned Brokerage hereby acknowledges and confirms that it has read, understands and agrees to be bound by the terms and conditions of this Agreement and specifically including sections 2.4, 6.3(g), 10.1, 10.2, 11.1, 12.9 and 14.11 herein.

Brokerage further acknowledges and confirms that:

1. this Agreement is valid, binding and enforceable with respect to Brokerage;
2. it is and shall be fully and directly liable for any breach or any other unauthorized activity by Member and AVP under, or in any way relating to, this Agreement; and
3. TREB shall have no liability of any nature to Brokerage for, and waives all claims arising out of, or related in any way, to this Agreement.

EXECUTED at _____, this _____ day of _____, 20__.

Brokerage: _____

Address: _____

Telephone Number: _____

By: _____
Name:
Title: Broker of Record

Date: _____

Witness: _____
Name:

Date: _____

Schedule A
(Fees and Payment Terms)

I am the Broker of Record for the Brokerage whose Brokerage/Branch code(s) are noted above and represent and warrant that I have the authority to execute this form on behalf of such firm(s).

Broker of Record

Signature: _____

Date: _____

Please fax completed form to TREB VOW Administrator at (416) 443-8129

Schedule C
(TREB Trademark(s))

Member:

Printed Name of Member	Authorized Signature (Member) (I have the authority to bind Member)
Contact	Address
Contact E-mail Address	City
Contact Phone Number	Province
Date	Postal Code

AVP ACKNOWLEDGEMENT

The undersigned AVP acknowledges this VOW Datafeed Transfer Authorization and, for good and valuable consideration, the sufficiency of which is acknowledged, the undersigned AVP accepts and agrees with the contents of this Authorization.

Printed Name of AVP	Authorized Signature (AVP) (I have the authority to bind AVP)
Contact	Address
Contact E-mail Address	City
Contact Phone Number	Province/State
Internet address	Postal/Zip Code
Date	

Schedule E
(VOW Datafeed Member Unsubscribe Notice Form)



VOW Datafeed Member Unsubscribe Notice Form

With this form, the undersigned Member provides notice to TREB that it wishes to unsubscribe from participation in the VOW Datafeed and no longer receive a VOW Datafeed, as described in the TREB VOW Datafeed Agreement. Member acknowledges and confirms that its TREB VOW Datafeed Agreement is accordingly terminated.

Member Name Printed: _____

TREB Membership Number: _____

AVP Name: _____

Member Signature: _____

Name of Signatory Printed: _____ (if different from Member Name)
(I have authority to bind Member)

Date: _____

Please fax completed form to TREB VOW Administrator at (416) 443-8129

Schedule F
VOW URL Change/Update Form



Member VOW Information
(this section to be completed by Member)

With this form, the undersigned Member acknowledges that the information below is provided to identify changes in the URL(s) of Member's VOW(s) previously reported to TREB.

Member Name: _____ TREB Membership #:

--	--	--	--	--	--	--	--

Brokerage Name: _____ Brokerage/Branch Code:

				-			
--	--	--	--	---	--	--	--

Brokerage Address: _____ Phone: _____

AVP Name: _____

AVP Contact: _____ AVP Email: _____

Please specify the URL(s) of VOW(s) (up to a maximum of three (3)):

VOW URL #1: _____

VOW URL #2: _____

VOW URL #3: _____

Member certifies that the above information is correct and acknowledges that if, at any time, any of such information changes, Member will provide full disclosure to TREB by submitting a VOW URL Change/Update Form.

Member Signature: _____ Date: _____

Name of Signatory Printed (if different from Member Name): _____

(I have authority to bind Member)

Brokerage Approval
(this section to be completed by Brokerage)

With this form, the undersigned Broker of Record acknowledges to TREB that the Brokerage identified herein, along with all of its associated offices, approves Member's VOW(s) identified herein to receive VOW Datafeed from TREB, either directly or through its AVP, as described in the

TREB VOW Datafeed Agreement between TREB, Member and, if applicable, AVP and agreed to and acknowledged by Brokerage.

Broker of Record Name Printed:

TREB Membership Number

--	--	--	--	--	--	--	--

I am the Broker of Record for the Brokerage whose Brokerage/Branch code(s) are noted above and represent and warrant that I have the authority to execute this form on behalf of such firm(s).

Broker of Record

Signature: _____

Date: _____

Note: Upon receipt and processing by TREB of a VOW URL Change/Update Form, any prior Member VOW URL information previously submitted by Member will be considered amended, restated and replaced in its entirety.