Home Life /Miracle Realty Ltd.

Schedule "B" Salesperson Information and Commission Split Acknowledgment

| Salesperson Name: | | | |
|------------------------------|-----------------------|-----------------|-----------------|
| • | Last | | First |
| Home Address Street Name | | | |
| City | | Postal Co | da |
| • | | | |
| Home Phone No: | | | <u></u> |
| Cell Phone No: | | | |
| Cell Phone Service Provider | (Rogers, Fido, Bell): | | |
| E-mail Address for fax Servi | ce: | | |
| H. S. T. No | Referred B | y: | |
| T.R.E.B. Membership No: | R.E | C.C.O. Reg. No: | |
| S.I.N. | Date of B | irth | |
| | | Day/Month/Year | |
| | Commission Spl | lit Agreement | |
| To Broker | To Salesperson: | | |
| Monthly Fee: | Transaction | ı Fee: | |
| Desk Fee: | | | |
| Other: | | | |
| Dated at: | the | day of | 201 . |
| Broker Of Record Signatur | re | Salesne | erson Signature |

HomeLife / Miracle Realty Ltd. Independent Contractor and Commission Split Agreement

| Agre | eement: |
|--------|--|
| BET | WEEN: Homelife/Miracle Realty Ltd, hereinafter referred to as (the "Brokerage") |
| AND | herein referred to as (the "Salesperson") |
| In th | is Agreement the term "Salesperson" includes a Broker registered under the Real Estate and Business |
| Brok | ters Act. |
| WHE | REAS: |
| A. | The Brokerage is a duly registered real estate brokerage pursuant to the Real Estate and Business Brokers Act (Ontario) (the "Act") and the regulations made pursuant thereto (the "Regulations") and owns, for the purpose thereof, all facilities and equipment required to conduct a real estate brokerage business. |
| В. | The Salesperson is an independent contractor desiring access to such facilities and equipment for the purpose of conducting therefrom a real estate business. |
| | NOW THEREFORE in consideration of the mutual covenants and agreements and for other good and valuable consideration as herein provided, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows: |
| ARTIC | The Brokerage hereby retains and appoints the Salesperson as an independent contractor in accordance with this Agreement and the Salesperson hereby accepts such appointment as an independent contractor upon and subject to the terms, conditions, covenants and provisions set forth herein. The parties acknowledge that the Salesperson is a self-employed independent contractor and is not and shall not represent himself or herself to be a partner or employee of the Brokerage or to have any relationship to the Brokerage other than as a self-employed independent contractor. |
| ARTIC | Under signed Sales person agrees and understands that this contract is a confidential contract and that it cannot be shown, discussed or expressed to any person, salesperson or brokerage in writing or verbally, directly or indirectly. In the event of such a breach or violation of this contract, if any damages occur to Homelife / Miracle Realty Ltd., then the signing sales person will be personally responsible and liable to pay the damages to Homelife/Miracle Realty Ltd. |
| ARTIC | THE THREE – FACILITIES The Brokerage shall make available reasonable services, facilities and equipment in order to conduct Real Estate Business. |
| ARTIC | LE FOUR – GENERAL CONDITIONS |
| 1 . | The Salesperson shall govern their conduct by the Act and Regulations and the constitution, by-laws, Code of Ethics and Standards of Business Practice of the local real estate board/association of their membership (the "Board"), and all requirements of the Real Estate Council of Ontario ("RECO") all as may be amended from time to time. |
| 2 | The Salesperson shall furnish their own automobile and pay all expenses thereon and shall carry liability and property damage insurance. The Salesperson shall provide proof of such insurance to the Brokerage upon request. |
| 3 | The Salesperson shall during the Term of this Agreement: (a) maintain in good standing all registrations required by the Act and Regulations necessary to trade in real estate; (b) be a member in good standing of RECO; and (c) be a member in good standing of the Board. |
| 4 5 | The Salesperson shall maintain errors and omissions and such other insurance as RECO may require from time to time. The Salesperson shall obtain and maintain Goods and Services Tax registration as required by the Excise Tax Act (Canada) as amended from time to time. |
| 6 | The Salesperson shall not obligate the Brokerage for goods or services tax. |
| 7 8 | The Salesperson shall only use such real estate forms that have been approved by RECO, OREA or the Board. The Salesperson hereby agrees to abide by the office policy as outlined in the Brokerage's office policy manual and agrees to conduct themselves |

accordingly and in accordance with any amendments thereto communicated to the Salesperson in writing from time to time.

Brokerage from the Salesperson including without limitation payable to the Brokerage.

The Brokerage may set-off against the Salesperson's commission or other amounts the Brokerage may owe the Salesperson or any amount due to the

INITIALS OF BROKER: (A)

INITIALS OF SALESPERSON:

9

ARTICLE FIVE - COMMISSIONS

- The full amount of all gross commissions resulting from real estate transactions procured by the Salesperson and received by the Brokerage as required by the Act shall be credited to the Salesperson's account and shall remain the property of the Salesperson.
- All credit balances in the Salesperson's account shall be paid by the Brokerage to the Salesperson based on the agreed upon commission split, net of fees and other amounts owed to the Brokerage by the Salesperson.
- 3 The commission to be charged for any transaction shall be determined as follows:

Brokerage will charge brokerage portion as follows:

- i. Listing Commission based on a minimum of 3.5% + HST total commission
- ii. Double ended deals minimum commission charged will be based on 2.5% +HST
- iii Co-operating Broker or Buyer Broker commission charged will be as per confirmation of co-operation
- iv For Personal deals below the selling price of \$400,000 brokerage will charge a set fee of \$300 +HST and for any purchase above \$400,000 there will be a set charge of \$400 +HST. On mortgage referral there will be a minimum charge of \$50.00 + HST or based on commission split whichever is higher will be charged. (Only one residential transaction per year)
- v. A minimum of \$50 + HST marketing fee will be charged on each and every listing that is sold.

The Salesperson acknowledges that the Act requires that commission be collected only by the Brokerage.

ARTICLE SIX - FEES, EXPENSES AND COSTS

The Salesperson agrees to pay the Brokerage the Fees as set out in the office policy manual and in accordance with any amendments thereto communicated to the Salesperson in writing, electronically or in the annual general meeting announcements from time to time.

ARTICLE SEVEN - REPRESENTATION AGREEMENTS AND CUSTOMER SERVICE AGREEMENTS

All representation agreements and customer service agreements are the property of the Brokerage.

ARTICLE EIGHT - ADVERTISING

- 1 The Salesperson agrees and understands that all advertising should comply with all RECO, local BOARD rules and regulations and adhere to all governing body regulation and act.
- 2 Salesperson will be liable personally for all advertisement expense, for sale signs, open house signs, flyers or any other promotional material expense.

ARTICLE NINE - TERMINATION

- This Agreement may be terminated by the Brokerage at any time without any cause upon 24 hours written notice that may be delivered personally or by facsimile. Upon termination both parties agree to complete their obligations herein in order to complete an orderly conclusion of their relationship. The Salesperson will not have any claim on real estate transactions that have not been procured from representation agreements prior to termination or any future commissions therefrom.
- In the event that the Salesperson terminates himself or herself with the Brokerage prior to the maturity of the contract, he/she agrees to pay \$3000 and any inducement given or the split and fees for the remaining term which ever is higher as early termination penalty.
- Upon termination of this Agreement, the Salesperson will return to the Brokerage all keys, listings, listing books, blueprints, signs, plans, maps, CD's, DVD's, video's, supplies and sales literature received at any time from the Brokerage. The Salesperson agrees to pay the Brokerage for the value of such items that were not returned upon termination of this Agreement. Entry to the premises without express consent by such salesperson will be considered as trespassing.
- 4 If on termination the Salesperson is indebted to the Brokerage then until such debt has been paid, the amount outstanding from time to time shall bear interest at the rate of 10% per cent per annum calculated and payable monthly.

ARTICLE TEN - TERM

Any and all changes to this Agreement from one year to the next will be announced at a general or personal meeting, fax, page or electronically to the salespeople. This Agreement will commence on the date hereof and run for one year, this Agreement will automatically renew annually further one more year each subsequent year on the same terms and conditions.

ARTICLE ELEVEN - BROKERAGE'S SUPPLIES

The Salesperson shall only use supplies which conform to the Brokerage's and franchise current specifications and standards, including signs, business cards, stationery and other items used for communications or presentations to customers and prospective customers and all promotional and novelty items.

ARTICLE TWELVE - LITIGATION, DISPUTE AND ARBITRATION

- If any transaction in which the Salesperson is involved results in a dispute, arbitration, litigation or legal expense, the Salesperson shall co-operate fully with the Brokerage in the resolution or prosecution of same.
- The Brokerage reserves the right to determine whether or not any litigation or dispute concerning any transaction in which the Salesperson is involved shall be prosecuted, defended or settled, or whether or not legal expense shall be incurred. Brokerage will charge the concerned sales person in full for any cost incurred. Brokerage will also charge the salesperson a minimum of \$250 per occurrence.

INITIALS OF SALESPERSON:



INITIALS OF BROKER: (



ARTICLE THIRTEEN - DEPOSITS

All monies, documents or property received by the Salesperson in connection with any transaction shall be delivered to the Brokerage immediately.

All cheques must be made payable to the Brokerage in accordance with the Act.

ARTICLE FOURTEEN - CORRESPONDENCE

All letters received and a copy of all letters written by the Salesperson pertaining to the business of the Brokerage shall be turned over to the Brokerage for its records and shall be the property of the Brokerage. All letters are to be approved by the Brokerage before mailing.

ARTICLE FIFTEEN - INDEMNITY

The Salesperson hereby indemnifies the Brokerage against all liability, loss, damages, costs and expenses sustained, suffered or incurred by the Brokerage as a result of any breach by the Salesperson of the Salesperson's obligations under this Agreement or as a result of any claim by a third party arising out of the Salesperson's real estate business activities. This indemnity shall survive the termination of this Agreement.

ARTICLE SIXTEEN - USE AND DISTRIBUTION OF PERSONAL INFORMATION

The Salesperson consents to the collection, use and disclosure of personal information of the Salesperson by the Brokerage for the purpose of a transfer, sale, or financing by the Brokerage of the business, or compliance with the requirements of the Real Estate Council of Ontario, or such other use of the personal information as the Brokerage deems appropriate in connection with managing or carrying on the affairs of the business.

ARTICLE SEVENTEEN-FINTRAC REQUIREMENT

Salesperson agrees to comply with FINTRAC requirements in the process of doing his/her real estate business and further agrees to fill all necessary documents and submit to office in timely manner.

ARTICLE EIGHTEEN-GENERAL AGREEMENT TERMS

- Either party may waive any default of the other party under this Agreement, but, no such waiver shall affect the rights of that party in respect of any Subsequent default, whether of the same or a different nature.
- This Agreement which includes Commission Schedule(s) "A" shall constitute the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings in any way relating to that subject matter. This Agreement can only be changed by a writing signed by both parties. No remedy conferred on a party under this Agreement, or by law, shall preclude the exercise by that party of any other remedy available to it in equity or in law in respect of the same default.
- This Agreement is personal to the Salesperson and no right of the Salesperson under this Agreement may be assigned without the prior written consent of the Brokerage, which consent may be arbitrarily or unreasonably withheld. The Brokerage may, without the consent of the Salesperson, assign any of its rights under the Agreement and, following such assignment, shall be relieved of all obligations in respect of the rights so assigned. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the parties and their respective heirs, executors, administrators,
- 4 The use of section headings in this Agreement is for convenience of reference only and shall not affect the interpretation of this Agreement.
- All notices or other communications required or permitted under this Agreement to be given by one party to the other shall be in writing and shall be given by personal delivery (including courier), or by facsimile to the party.
- Any such notice or communication shall be deemed received on the earlier of actual receipt, if delivered or on the date transmitted, if by facsimile unless received after 5:00 p.m. on a business day (i.e. a day other than a Saturday or Sunday or statutory holiday in Ontario) in which case receipt will be deemed to be on the next business day. Either party may change its address for service by giving notice thereof pursuant to the term of this Section.

Each party agrees, at the request of the other party, to do, execute and give such further and other acts, documents and assurances as may be reasonably requested in order to give full effect to this Agreement and to the transactions contemplated herein.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand)

| Signature of Salesperson | — (Seal) | Date | |
|---|----------|------|--|
| | | | |
| Signature of Authorized Signing Officer of Brokerage | (Seal) | Date | |
| Officer of Brokerage | | | |

HomeLife / Miracle Realty Ltd.

Commission Splits Schedule 'A'

| 1) | 95% to salesperson 5% brokerage |
|-------|---|
| | [] \$395 per month |
| 2) | 95 % to salesperson 5 % to brokerage |
| - | [] \$ 99 per month and \$695 Transaction fee on first 8 transaction |
| 3) | 90% to salesperson 10% Brokerage |
| | [] \$295 per Month |
| 4) | 90% to salesperson 10% to brokerage |
| | [] \$49 per month and \$\$495 transaction fee on first 8 transaction |
| 5) | 85% to salesperson 15% to brokerage |
| | [] \$99 per Month |
| 6) | 85% to salesperson 15 % to brokerage |
| | [] \$299 transaction fee on first 5 transaction |
| 7) | 80% to sales Person 20% to Brokerage |
| | No Monthly Fee |
| | No franchise fee |
| | No desk fee |
| _ | |
| I | accept the commission split #and |
| run i | for a period of one year from to day, the split will be renewed automatically |
| unle | ss renegotiated base on sales volume prior to 30 days before renewal date. |

| Date: | |
|---|-----------------------------|
| To, | |
| Reco 3250 Bloor St West Suit 600, East Tower, Toronto, Ont, | |
| Ref: declaration of other work | |
| To Whom It May Concern: | |
| I am under signed that while I am trading Real Estate business I will worki | would like to informed RECO |
| · | |
| Thank you, | |
| Yours truly, | |
| | |

| Membership# | |
|---------------|--|
| TREB use only | |



SALESPERSON & BROKER MEMBERSHIP APPLICATION AND AGREEMENT



Introduction:

Notice: Each Applicant and Broker of Record/Manager assumes full responsibility for ensuring that the Applicant and Broker of Record/Manager respectively has carefully reviewed and understood all of the provisions, terms and conditions of this MEMBERSHIP APPLICATION AND AGREEMENT ("Application") and all of its attachments.

This package is comprised of the following parts and attachments. Where applicable, the specified documents listed in No. 1 below, must be filled in and signed by the designated parties and provided to TREB together with those specific accompanying materials as identified in No. 2 below and as stated in the Application:

- Membership Application and Agreement ("Application"). To be completed respectively by Applicant and Broker of Record/Manager as indicated in above Notice.
 - 1. Cover Page & Applicant information pages
 - 2. PART A Personal Information Statement, Certificate and Agreement
 - 3. PART B Standards
 - 4. PART C Guarantee and Indemnity
 - 5. PART D Authorized User Agreement
 - 6. PART E Charges and Payment Information
 - 7. PART F Member Group Insurance Beneficiary Designation Form

 Please complete the attached Beneficiary Form and return it to the address noted on the form.
- 2. Copy of RECO Registration to accompany completed Application.

| TREB USE ONLY: | | |
|-----------------|------------------|--------------|
| Member Name: | | |
| Membership #: | CREA ID: | |
| Date Processed: | Staff Signature: | |

Please forward application to TREB's Membership Department:

Toronto Real Estate Board

1400 Don Mills Rd

Phone Number:

Phone Number: 416-443-8148

Don Mills, Ontario

Fax Number:

416-446-6414

M3B 3N1

Note: Applications that are completed in full will be processed within 48 hours.



MEMBERSHIP APPLICATION AND AGREEMENT



Notice: Each Applicant and Broker of Record/Manager assumes full responsibility for ensuring the Applicant and Broker of Record/Manager respectively has carefully reviewed and understood all of the provisions, terms and conditions of THIS MEMBERSHIP APPLICATION AND AGREEMENT and all of its attachments.

| una conditions | OF THIS MEDITION | | | | and an or as accepting | ento. |
|----------------------------------|---|---|-----------------|-------------------|---|---------------|
| Check applica | ible: Salespe | rson 🛈 | Broker 🛘 | | | |
| issued by the Re | | al Estate and Bu | | | ears on the registration te 'Act") and will be t | |
| 1. 2. 3. 4. 5. 6. | Guarantee & Inder Authorized User A Payment method: ace fees and annua | gistration on Statement, Co of minimum Stannity greement Cheque | andards require | ed under Authoriz | zed User Agreement a attached) mbership is accepted | · |
| Last Name | | Fir | st Name | | Middle Nan | ne |
| | (as approved by REC | | | | | REALPOTENTIAL |
| City/Town | | _PostalCode | | PhoneNun | iber | |
| RECO Regist | ration Number | Da | ite of Issue | | Date of Exp | piry |
| Email Addres | SS | | | | | |
| Date of Birth (| Day/Month/Year)_ | | | Female 🗖 | Male 🛘 | |
| Have you ever l | een, or are you nov | v a Member of a | nother Real I | Estate Board? Y | es 🗆 No 🗆 | |
| If Yes, name of I | 3oard? | | | | | |
| Is your member | ship with that Boar | d current 🗆 or | has it been te | rminated □? | | |
| Have you ever h | een a member of T | REB before? Y | es 🗆 No 🗆 | | | |
| BROKERAGE | INFORMATION: | | | | | |
| Homelit | | le R. | Ud. | | | |
| Name of Brokera | seteeles | Av. o | west, | Toron 40. | <u>. </u> | |
| Business Address | :6 | 416 74 | 7977 | 7 City/ | Town 406000 | |

Phone No.

Postal Code

Broker Code

PART A PERSONAL INFORMATION STATEMENT CERTIFICATE AND AGREEMENT OF BROKERAGE

&

BROKER/SALESPERSON APPLICANT

THE UNDERSIGNED does hereby acknowledge having read, understood and agrees to be bound by all of the following:

1. PERSONAL INFORMATION STATEMENT FOR TREB MEMBERS

The Toronto Real Estate Board uses the personal information provided verbally or in writing by Members upon application for membership (and which may be provided during the course of membership), for different purposes to fulfill its mandate. These purposes include:

- Acting as a professional association in support of Members as REALTORS, including the administration of its by-law and policies, and ensuring compliance with same;
- Providing products and services to Members;
- Providing continuing education to Members and educational courses to those seeking to become Members;
- Administering and operating the MLS system, including ensuring compliance with the rules and regulations governing the MLS system;
- Administering and facilitating membership in the Ontario Real Estate Association and the Canadian Real Estate Association, including ensuring compliance with the by-law, rules, and regulations of those associations;
- · Any legal or regulatory requirements; and
- Such other purposes consistent with the foregoing purposes.

The collection, use, and limited disclosure of any applicant's or Member's personal information will only be for the purposes of fulfilling TREB's mandate, including the provision of services, products, and information to Members by TREB, or any organization authorized by TREB, and only in a manner consistent with this statement and the Board's Privacy Policy, a copy of which has been provided or otherwise made available to Members.

When an individual applies for membership in TREB or chooses to participate in the activities of TREB or uses any service provided by TREB, that individual consents to the collection, use, and disclosure of personal information as set out in this Statement and the Board's Privacy Policy.

Subject to applicable laws and with specific exceptions to protect the privacy of third parties, Members may access their personal information held by TREB and may submit comments on or corrections to such information for inclusion with the personal information held by TREB.

Where applicants or Members do not have a copy of the Board's Privacy Policy, a copy may be obtained by visiting TorontoMLS or contacting TREB at 416-443-8196.

2. INSURANCE

Through the payment of your annual dues and fees to TREB, you are automatically provided with life insurance and accidental death and dismemberment insurance. Coverage begins upon acceptance of your application. Please complete the attached Beneficiary Form and return it to the TREB Member Insurance at the address noted on the form.

3. CERTIFICATE AND AGREEMENT OF BROKERAGE & BROKER/SALESPERSON APPLICANT

I, the Applicant, confirm that the statements contained in this application are true and correct.

If accepted as a Member, I agree to be bound by the By-Laws, MLS Rules and Policies of TREB, a copy of which has been received, read and understood by me. In making application for membership, I waive all claims against TREB, its officers, Directors, and any and all members arising out of any act in connection with the consideration and acceptance or rejection of this application. If accepted as a Member, I agree that all decisions of the Directors shall be final and conclusive. I acknowledge that membership in the Board is personal and cannot be transferred. I understand and agree that the Toronto Real Estate Board provides full services within jurisdictional boundaries as defined in the By-Laws and that some services are not available beyond those jurisdictional boundaries.

| Date | Signature of Applicant |
|--|---|
| The Brokerage Member, by the signing of this Agreen fully aware of the responsibilities and obligations in Homelike Miracle R. 4.4 | nent, verifies that it is satisfied that the Applicant is curred in making this application. Afay Sheh |
| (Name of Member Brokerage) | Print Name of Broker of Record/Manager |
| Signature of Brokerof Record/Manager | Date |

PART B - STANDARDS FOR ACCESSING TORONTOMLS

A. Recommended Equipment for New Purchase*

For purchasing new PC's**, we recommend at least the following:
Windows Vista or Windows XP SP2 - Microsoft Internet Explorer 7.0
Pentium 4 3.0 GHz Processor or equivalent
512 Megabytes of RAM - 60 Gigabyte Hard Drive or larger
56k V.90 Modem - 10/100 Network Card- High Speed Internet Access
USB Port Version 2.0
CD-RW / DVD Rom combo or Separate CD-RW and DVD drives
Laser Printer with min 4MB memory, Color Laser Printer with a min.16mb of memory or Color Inkjet Printer (Dot Matrix Printers are unacceptable)
17" SVGA Monitor

For purchasing new Laptops, we recommend at least the following:
Windows Vista or Windows XP SP2 - Microsoft Internet Explorer 6SP2 or better
Intel Mobile Centrino I.8 GHz Processor or equivalent
512 Megabytes of RAM (IGB of RAM if shared with Video) - 60 Gigabyte Hard Drive or larger
56k V.90 Modem - 10/100 Network Card - High Speed Internet Access
802.11 B/G Wireless Networking
USB Port Version 2.0
CD-RW / DVD Rom combo
Laser Printer with minimum 4MB memory, Color Laser Printer with minimum 16mb memory or Color Inkjet Printer
(Dot Matrix Printers are unacceptable)
14" TFT Active Matrix Display

- * The more computing power you can purchase today, the better prepared you are for the future. These requirements are modified over time as technology changes.
- ** Macintosh computers are not fully compatible with Stratus and some functions will not work.

By its signature, the Applicant acknowledges and warrants that it has read, understood and agreed to fully conform to the Standards for Accessing TorontoMLS so as to enable access to and use of the Services and MLS® Database (as defined in the Authorized User Agreement).

| • | |
|------|------------------------|
| | |
| Date | Signature of Applicant |

PART C - GUARANTEE AND INDEMNITY

TO: TORONTO REAL ESTATE BOARD

For valuable consideration, the receipt of which is hereby acknowledged,

TREB acknowledges that the undersigned (hereinafter referred to as the "Guarantor") has agreed with Authorized User that the Guarantor shall pay directly to Toronto Real Estate Board ("TREB") all of the payment obligations of Authorized User in Section 6 of the Authorized User Agreement ("Agreement"), a copy of which is available from TRBB, posted in Board Info or at URL http://communications.torontomls.net/ tech corner/resources/agreement/ index.htm.

- 1. The Guarantor hereby irrevocably and unconditionally guarantees to TREB the due performance of the obligations of Section 6 of the Agreement. This shall be a continuing guarantee, and shall secure all amounts now due, or that may hereafter become due, or be remaining due from time to time and at any time from the Authorized User to TREB pursuant to Section 6 of the Agreement, whether absolute or contingent. Upon receipt by TREB from the Guarantor of an executed notice of termination in the then current form as prescribed from time to time by the Board of Directors of TREB, which notice states that the Authorized User has had its license suspended or terminated with the Guarantor, then this Guarantee and Indemnity shall continue to apply to amounts that have already become due ("Already Due Amounts") under Section 6 of the Agreement, but shall not apply to amounts that become due after receipt by TREB of such notice of termination to the extent such amounts do not relate in any manner to the Already Due Amounts.
- No alteration or waiver of this Guarantee and Indemnity or of any of its terms, provisions or conditions shall be binding on TREB unless made in writing over the signatures of two of TREB's duly authorized officers.
- 3. TREB shall not be bound to exhaust its recourse against the Guarantor or other parties or other security it may hold, or to value such other security, before being entitled to payment from the Guarantor and the benefit of any statute of limitations affecting the liability of the Guarantor hereunder or the enforcement thereof is hereby waived to the extent permitted by law.
- 4. TREB may, without prejudice to or in any way diminishing the liability of the Guarantor, grant extensions of time or other indulgences to the Guarantor and give up or modify, vary, exchange, renew or abstain from perfecting or taking advantage of any security, and may discharge any party or parties, and accept or make any compositions or arrangements, and realize any security, when and in such manner as it may think expedient and in no case shall TREB be responsible for any neglect or omission with reference to any such security.
- TREB may, without prejudice to, or in any way diminishing the liability of the Guarantor, revise, amend, vary, modify or renew the Agreement by posting such amendment, variation, modification or renewal on TREB's website in Board Info or at URL http://communications.torontomls.net/tech_corner/resources/agreement/index.htm and the posting thereof as aforesaid shall constitute sufficient notice thereof to the Guarantor and consent of the Guarantor for all purposes of this Guarantee and Indemnity. The Guarantor waives any right it might have in common law or at equity to receive any notice of, or to consent or agree to, such amendment, variation, modification or renewal, and the Guarantor agrees that the posting thereof on TREB's website as aforesaid shall be sufficient for such purposes.
- 6. In the event TREB makes a demand upon the Guarantor upon the Guarantee and Indemnity herein contained, as between TREB and the Guarantor, the Guarantor shall be held and bound to TREB directly as principal debtor in respect of the payment of the amounts hereby guaranteed. In the event Guarantor does not pay TREB any amount when due pursuant to Section 6 of the Agreement, the Guarantor shall indemnify and save TREB harmless against all charges, costs, expenses or any amounts incurred by or on behalf of TREB relating in any manner to the collection of such amounts by TREB.

- 7. In the event the Guarantor does not perform any of the following:
 - (i) the Guarantor shall take all reasonable steps at all times to protect the integrity of the Data Base and Software, as those terms are defined in the Agreement, and to ensure appropriate use at all times of such Data Base and Software by Authorized User, and
 - (ii) the Guarantor shall immediately report to the Board of TREB any breach by Authorized User of the Agreement, which either comes to the attention, or should have come to the attention, of the Guarantor;

then Guarantor shall indemnify and hold TREB harmless from all costs, damages, expenses or any amount arising from, and/or incurred by TREB relating to, any breach of Authorized User of the Agreement.

- 8. The Guarantor hereby waives notice of the acceptance of this Guarantee and Indemnity and of presentment, demand, protest, notice of dishonour, and any other demand and notice required by law.
- 9. This Guarantee and Indemnity shall be construed in accordance with the laws of the Province of Ontario and in any action thereon the Guarantor shall be estopped from denying the same. The Guarantor hereby irrevocably attorns to the jurisdiction of the courts of Ontario and agrees to be bound by any judgment thereof, provided that nothing herein shall limit TREB's right to bring proceedings against the Guarantor elsewhere.
- 10. This Guarantee and Indemnity shall extend and endure to the benefit of the successors, legal representatives and assigns of TREB and shall be binding upon the Guarantor and its successors and permitted assigns. The Guarantor shall not assign this Guarantee and Indemnity without the prior written consent of TREB.

By its signature, the Guarantor acknowledges and warrants that it has read, understood and agreed to be bound to the terms and conditions provided in this Guarantee and Indemnity, and that the person signing this Guarantee and Indemnity has the capacity and authority to sign on behalf of the Guarantor and to bind the Guarantor to this Guarantee and Indemnity.

| The Authorized User referred to in this Guarantee and In | (Applicant's Name) |
|--|--|
| | Homelife Miracle R He Brokerage Name |
| | Guarantor Signature - Bros Record/Manager Afcy Sheet Name and Title |
| | Date |
| Authorized User acknowledges, confirms and agrees that the Guarantor to secure Authorized User's performance to Authorized User Agreement. | t this Guarantee and Indemnity is being delivered by under this Application and under Section 6 of the |
| Date | Signature of Applicant |

LAST UPDATE: FEBRUARY 2008

PART D - AUTHORIZED USER AGREEMENT

TERMS AND CONDITIONS

IMPORTANT PLEASE READ CAREFULLY

This Authorized User Agreement along with all materials referenced herein ("Agreement") is a legal agreement between YOU (being designated in this Agreement as the "Authorized User") and Toronto Real Estate Board, a corporation incorporated pursuant to the laws of the Province of Ontario with offices at 1400 Don Mills Road, Don Mills, Ontario M3B 3N1 (hereinafter referred to as "TREB".

The Services, MLS Database and BRS Database to which this Agreement relates are owned and operated by or on behalf of TREB and made available to Authorized User only under the terms and conditions of this Agreement.

The Software and Documentation developed by or on behalf of TREB and owned by or licensed to TREB support the provision of the Services and access to the MLS Database and the BRS Database.

This Agreement combined with the TREB Requirements together with any amendments and updates that may be published by TREB or posted by it on the TREB Website from time to time collectively comprise the entire agreement between the Parties and supersede all prior agreements relating to the subject matter of this Agreement.

The rights granted to Authorized User under this Agreement are personal to the Authorized User.

Authorized User may not sell, assign, or otherwise transfer or agree to transfer all or any portion of those rights without the prior written consent of TREB, which consent may be withheld in the absolute discretion of TREB.

AUTHORIZED USER MUST READ THIS AGREEMENT CAREFULLY BEFORE INDICATING ACCEPTANCE AT THE END BY CLICKING THE "I ACCEPT" BUTTON FOR ELECTRONIC ACCEPTANCE OR SIGNING THE PAPER VERSION IN THE SIGNING BLOCK INDICATED AT THE END OF THIS AGREEMENT. IF AUTHORIZED USER DOES NOT AGREE TO ANY OF THE TERMS OF THIS AGREEMENT, CICK ON THE "I DO NOT ACCEPT" BUTTON AT THE END OF THIS AGREEMENT OR, IN THE CASE OF THE PAPER VERSION, RETURN THE UNSIGNED AGREEMENT TO TREB AND AUTHORIZED USER WILL NOT BE PERMITTED TO ACCESS AND USE THE SERVICES.

THE SERVICES, MLS DATABASE AND BRS DATABASE MAY CONTAIN LINKS TO THIRD PARTY WEBSITES. TREB DOES NOT ENDORSE THE CONTENT CONTAINED IN ANY THIRD PARTY WEBSITE. TREB DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY OF ANY KIND REGARDING ANY THIRD PARTY WEBSITE, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING THE LEGALITY, ACCURACY, RELIABILITY, QUALITY, 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 FOR ANY ASPECT OF ANY THIRD PARTY WEBSITE HAVE BEEN PROPERLY OBTAINED. TREB DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT, GOODS OR SERVICES ON OR MADE AVAILABLE THROUGH ANY THIRD PARTY WEBSITES. NOR DOES TREB MAKE ANY REPRESENTATION, WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY THAT THE OPERATION OF ANY THIRD PARTY WEBSITE WILL BE UNINTERRUPTED, FREE OF ERROR, VIRUSES OR ANY OTHER HARMFUL COMPONENTS. THE CONTENT, GOODS AND/OR SERVICES AVAILABLE ON OR THROUGH ANY THIRD PARTY WEBSITE IS NOT UNDER TREB CONTROL AND IF YOU CHOOSE TO ACCESS ANY THIRD PARTY WEBSITE, YOU DO SO ENTIRELY AT YOUR OWN RISK.

1. DEFINITIONS:

In this Agreement:

- (a) "Application" means any TREB then-current properly completed "Application for Membership", "Data Access Application" or other form or written application or agreement provided by Authorized User to TREB in support of its requirement to access and use the Services and MLS Database under the provisions of this Agreement.
- (b) "Authenticator" means any handheld random password generator(s) that may be provided by TREB to YOU from time to time.
- (c) "Authorized User" means YOU as the party having agreed to be contractually bound to TREB under each and every one of the terms and conditions of this Agreement.

"Acceptable Use Policy" means TREB's established rules and prohibitions, as modified from time to time, (d) that define acceptable use of the Services and MLS Database and any associated features. Unacceptable use is prohibited, and is grounds for loss of privileges, termination of the Agreement, as well as discipline or legal sanctions for violating any applicable laws.

"Agraement" means this Authorized User Agreement and any amendments thereto. Unless otherwise (e)

stated, all references to a Section shall refer to a Section of this Authorized User Agreement.

"BRS Database" means the aggregation of all Content as well as its or their selections, assembly and **(f)** arrangement, that from time to time comprise the Internet based service currently known as the Buyer Registry Service (BRS), and any successor or replacement service thereto owned and operated by or on behalf of TREB.

"Business" or "business" as referenced in Sections 2, 3(b), 4, and 8(c), means the business of trading in (g) real estate as set out or otherwise utilized in the Real Estate and Business Brokers Act R.S.O. 1990, as amended under the Real Estate and Business Brokers Act, 2002 when proclaimed in force, and as may be

further amended from time to time.

"Content" means all information, comments, opinions, statements, advice, descriptions, services, offers, data, files, links, ideas, software, images, graphics, audio clips, video clips, icons, or any other form of (h) content or information.

"Copies" means hard copy print outs and electronic versions of the reports, results, and other information or (i) materials generated from Authorized User's access and use of the Services and MLS Database.

"Documentation" means the applicable online or hardcopy user documentation providing guidance and

(k)

instruction for accessing and using the Services and MLS Database.
"intellectual Property" means all applicable copyrights, patents, trademarks, trade secrets, and associated international laws, treaties, and conventions. "License" means the restricted license rights granted by TREB to Authorized User under Section 2 and

(I)

elsewhere in this Agreement. "Member" means a fully paid-up member in good standing of TREB. (m)

"MLS Database" means the aggregation of all Content as well as its or their selection, assembly, and arrangement, that from time to time comprises the Internet based service currently known as the Multiple Listing Service (MLS), and any successor or replacement service thereto owned and operated by or on behalf of TREB.

"Party" or "Partles" means if used in the singular, either Authorized User or TREB, and if used in the plural, (o)

both Authorized User and TREB.

(y)

*PIPEDA *and *Personal Information* shall have the meaning attributed to such term within the provisions (p) of PART 1 of the *Personal Information and Electronic Documents Act of Canada* ("PIPEDA") and any successor legislation and any legislation of similar effect in the Province of Ontario.

"Real Estate" or "real estate", as referenced in Sections 4 and 9 shall have the same meaning as set out or (p) otherwise utilized in the Real Estate and Business Brokers Act R.S.O. 1990, as amended under the Real Estate and Business Brokers Act, 2002 when proclaimed in force, and as may be further amended from time to time.

"Services" means TREB's proprietary Internet-based system and associated technology that provides web-(r) enabled display, search, retrieval, and uploading capabilities through the TREB Website to its MLS Database and BRS Database and other related capabilities including, without limitation, customer information services. "Software" means TREB's proprietary backbone software applications that enable TREB to provide TREB

(s) Website access to and use of the Services, MLS Database and BRS Database.

"Support" means any diagnosis of errors and corrections or workarounds, guidance to remedy a user (t) problem, and any implementation by TREB of updates, adjustments, additions or modifications to the

Services as TREB may prescribe from time to time.

"Third Party Website" means any site other than a TREB Website.

"Trade in Real Estate" or "Trading in Real Estate" shall have the same meaning as set out or otherwise utilized in the Real Estate and Business Brokers Act R.S.O. 1990, as amended under the Real Estate and Business Brokers Act, 2002, when proclaimed in force, and as may be further amended from time to time.

"TREB Members" means members of TREB in good standing from time to time in accordance with TREB's (w) Bylaws.

"TREB Requirements" means any single or combination, as the case may be, of TREB's: (x)

"MLS Policies", or its successor document if any, which are in force from time to time; (i) (ii) (iii) "MLS Rules", or its successor document if any, which are in force from time to time;

"Bylaws" means the TREB By-Laws, as amended from time to time; and

"Standards" means the document created from time to time by the Board of Directors of TREB, (iv)

relating to the technology needed to access the MLS Database, the BRS Database and Software.

"TREB Website" means the following web address through which Authorized User's may obtain logon access to the Services, MLS Database and BRS Database through TREB issued Authorized. "User ID" and "Password" and Authorized User controlled "Password" - www.torontomis.net and any other associated or linked sites operated by or on behalf of TREB.

LICENSE GRANT:

Subject to the terms of this Agreement, TREB grants authorized user a non-exclusive, non-transferable license, without right to sublicense, to access and use the Services, MLS Database and BRS Database in accordance with this Agreement and in compliance with all applicable TREB requirements (*License*) solely for the purpose of and directly related to the Authorized User's ordinary carrying on of its business. Authorized User unconditionally agrees to access and use the Services, MLS Database and BRS Database only in the manner and for the purposes expressly specified in this Agreement and for the exclusive and internal use by Authorized User and by other Authorized Users that have a valid Authorized User Agreement in effect with TREB which has not been terminated or suspended. Any updates, modifications, enhancements to the Services, the underlying Software, Documentation, MLS Database or BRS Database made available to authorized user by TREB, shall be subject to all of the terms and conditions contained in this Agreement. TREB may at any time and for any reason elect to modify, discontinue, delete or restrict any aspect or feature of the Services, MLS Database and BRS Database without notice to Authorized User or any liability to TREB or any third party; however, TREB agrees to make commercially reasonable efforts to provide Authorized User with prior posted notice by means of notice posted to Authorized Users. No part of this Agreement may be assigned or transferred in any manner without the prior written consent of TREB nor may the Authorized User rent, distribute, assign, sub-license or otherwise transfer any of the Authorized User's rights, duties or obligations under this Agreement without the prior written consent of TREB.

Authorized User shall maintain in confidence all provisions of this Agreement and shall not disclose any of same (including any of TREB's pricing) to any third party or parties.

3. DOCUMENTATION AND COPIES:

Under the License, Authorized User may

- (a) Use the Documentation in support of Authorized User's use of the Services, MLS Database and BRS Database; and
- (b) Make Copies solely for the purpose of Business.

4. RESTRICTIONS ON USE:

Authorized User acknowledges that the MLS Database and BRS Database as formatted by TREB have substantial monetary value, has a special value due to access only by TREB Members and users authorized by TREB, and is considered the confidential property of TREB and that TREB retains ownership of all rights, title and interest to the Services, the Software, the MLS Database and the BRS Database. Except as expressly authorized in this Agreement, Authorized User shall not:

- (a) use either the MLS Database, the BRS Database or the Services in any manner not directly related to the business of real estate as defined in the Real Estate and Business Brokers Act R.S.O. 1990, as amended under the Real Estate and Business Brokers Act, 2002, when proclaimed in force, and as may be further amended from time to time;
- (b) use either the MLS Database, the BRS Database or the Services for the benefit of anyone except directly related to the real estate business as defined in the Real Estate and Business Brokers Act R.S.O. 1990, as amended under the Real Estate and Business Brokers Act, 2002 when proclaimed in force, and as may be further amended from time to time;
- (c) circulate or copy either the MLS Database, the BRS Database or the Services in any manner except to authorized users who have a valid Authorized User Agreement which they have signed and delivered to TREB which agreement has not been terminated or is suspended, and except to persons or entities who desire or may desire to acquire or dispose of certain of their rights respecting real estate;
- (d) use, copy, reproduce or exploit either the MLS Database, the BRS Database or the Services for creating, maintaining or marketing, or alding in the creation, maintenance or marketing, of any MLS Database or BRS Database which is competitive with the MLS Database or the BRS Database or which is confrary to the By-Laws, the MLS Rules and MLS Policies, or the Real Estate and Business Brokers Act R.S.O. 1990, as amended under the Real Estate and Business Brokers Act, 2002 when proclaimed in force, and as may be further amended from time to time.

The provisions of this Section shall not apply to that part of the MLS Database, as formatted by TREB, which is publicly available without breach of any obligation by Authorized User hereunder; or is lawfully obtained by Authorized User from a third party who has a legal right to disclose it.

5. CONTENT SUBMISSION AND LICENSE:

All Content submitted by Authorized User to TREB for inclusion in the MLS Database or the BRS Database is accepted on the understanding that it is the right of the contributing Authorized User to make the submission and that there are no legal restrictions preventing its submission or publication online or in any other media that TREB may utilize. Authorized User agrees to grant TREB a

perpetual, worldwide, royalty-free, non-exclusive, sub-licensable and transferable right and license ("Content License") including all related intellectual Property rights:

- (a) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, play, and exercise all rights with respect to Authorized User's Content contribution and to incorporate Authorized User's Content contribution in other works in any media now known or later developed as required and at TREB's discretion without further rights negotiation. If Authorized User does not want to grant to TREB the rights set out above, Authorized User agrees that it shall not submit its contribution to TREB; and
- (b) to fully exploit such Content and to allow others to do so.

Authorized User warrants, represents and agrees that it will not contribute any Content that is infringing, libelous, defamatory, obscene, pornographic, abusive, or offensive or otherwise violates any law or right of any third party. TREB reserves the right to remove any Content from the TREB Website at any time, for any reason including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if TREB is concerned that Authorized User may have breached the immediately preceding sentence.

6. CHARGES:

As a condition of the rights granted in this Agreement, Authorized User shall pay to TREB the charges as set forth and as amended by TREB from time to time. Payment of charges is due as set forth in the Bylaws and MLS Rules and Policies. If TREB does not receive payment when due, interest shall be charged in accordance with the Bylaws and MLS Rules and MLS Policies until such charges, together with all applicable interest, is received by TREB.

7. INTELLECTUAL PROPERTY:

- (a) The Services, MLS Database, BRS Database, Software and Documentation are proprietary and confidential to TREB, are protected by the Intellectual Property laws of Canada and International treaties and conventions, and shall remain the sole property of TREB. Notwithstanding anything in this Agreement to the contrary, TREB shall have sole and exclusive ownership of all right, title and interest in and to the Services and MLS Database, BRS Database, Software and Documentation including all derivative works and all modifications and enhancements thereof and derivative works regardless of the form or media in or on which the original and other copies may exist. No provision or clause in this Agreement shall be interpreted as an assignment or grant to Authorized User of any right, title, or interest in or to Intellectual Property, all privileges pertaining thereto remaining the exclusive property of TREB (or in some cases, of its subcontractors).
- (b) Authorized User shall not obtain any rights in connection with any trade-marks or service marks of TREB. Authorized User shall not remove or after any trade-mark, logo, copyright or other proprietary notices, legends, symbols or labels in the MLS Database Content, BRS Database Content or in the Documentation and shall ensure that the MLS Database Content, BRS Database Content, Copies and Documentation and each copy must contain all of the original proprietary notices.
- (c) Authorized User shall
 - reproduce and display all Notices on Copies Authorized User makes, in accordance with this Agreement;
 - (ii) not de-compile, reverse engineer, disassemble, modify, analyze or otherwise examine or otherwise reduce the Software to human readable form or create derivative works of the Software, MLS Database and or the BRS Database;
 - not delete or in any manner alter any notices, disclaimers or other legends contained in the Software, Services, MLS Database or the BRS Database appearing on any screens, documents, reports, numeric results or other materials obtained by Authorized User through use of the Software and Services ("Notices"); and
 - (iv) not provide service bureau facilities or commercial time-sharing services to any third party or supporting operations for any third party through the access and/or use of the Software and/or Services.
- (d) Authorized User shall not, at any time or times, during or after the term of this Agreement question or dispute any of TREB's right, title, ownership, license, Intellectual Property, and/or other interests in the Software, the Documentation, the Services, MLS Database or BRS Database nor commit any act or omission which negates, reduces, or impairs any of TREB's rights or interests in any of same; nor file any patent, copyright, and/or other intellectual property application and/or registration relating to any portion of the Documentation.
- (e) Authorized User shall promptly notify TREB if Authorized User becomes aware of any (i) error, bug, or security breach in the Services or Software; (ii) unauthorized use, reproduction, or distribution of Content, the MLS Database, the BRS Database, the Software or Documentation; and (iii) breach of the terms of this Agreement. Authorized User shall maintain all such information in confidence, shall only disclose the same to
- TREB, and shall not publicize, publicly distribute, or publicly display any such information.

 (f) Authorized User recognizes the validity of TREB's copyrights and trade secrets. Authorized User will cooperate in good faith to secure and preserve TREB's right and title to the copyrights and trade secrets for the Software and of all derivative works, as if said products were their own products. Authorized User

acknowledges and agrees that the Software is, in all respects confidential information subject to the terms of this Subsection.

(g) Authorized User agrees upon termination of this Agreement to continue to protect TREB's copyrights and trade secrets.

8. CONFIDENTIAL INFORMATION:

(a) "Confidential Information" means all confidential and/or trade secret information, knowledge, and/or data of every kind disclosed by one party to this Agreement ("Disclosing Party") to the other party ("Recipient Party") pursuant bareto.

(b) Confidential information shall not include any information, knowledge, and/or data disclosed pursuant to this Agreement to the extent same: (i) is or hereinafter becomes part of the public domain through no wrongful act of the Recipient Party, or (ii) is known to the Recipient Party free of any obligation of confidentiality at the time of first disclosure hereunder; or (ii) is lawfully obtained by the Recipient Party from a third party without obligation of confidentiality, without breach of any obligation of confidentiality to the Disclosing Party, and without breach of this Agreement; or (iv) is disclosed pursuant to a court order provided that the Recipient Party provides a copy of such court order to the Disclosing Party prior to such disclosure and Recipient Party takes all reasonable steps, consistent with such order, to maintain the confidentiality of same.

(c) Each Recipient Party shall: (i) receive and maintain all Confidential Information received hereunder in confidence; (ii) use Confidential Information received hereunder solely for the purposes of such Recipient Party lawfully exercising its rights and/or performing its obligations hereunder and for no other purpose whatsoever; (iii) use the same degree of care to protect Confidential Information received hereunder as such Recipient Party itself uses to protect its own confidential information from unauthorized use, copying, and/or disclosure which standard shall be no less than reasonable care; and (iv) disclose Confidential Information received hereunder only to those of its directors, officers, employees, who have a direct need to know same for the purpose stated above and who are bound by written confidentiality obligations at least as restrictive as those contained herein.

(d) All ownership, license, Intellectual Property, moral, and other rights to Confidential Information disclosed hereunder shall remain with the Disclosing Party and/or with such Disclosing Party's licensors.

(e) Each Recipient Party shall promptly cease all use of all Confidential Information received hereunder upon any termination or expiry of this Agreement and shall promptly return all such Confidential Information to the Disclosing Party by a secure means without delay.

9, PRIVACY:

(b)

(a) Compliance with Personal Information Protection and Electronic Documents Act. Authorized User shall at all times comply with all applicable laws and regulations. Without limiting the generality of the foregoing, Authorized User shall ensure that all Personal Information that may be collected by or on behalf of Authorized User in connection with the MLS Database, the BRS Database and/or the Services will be collected, used, disclosed and maintained strictly in accordance with the requirements of all applicable privacy legislation including, without limitation, the Personal Information Protection and Electronic Documents Act ("PIPEDA") of Canada and any successor of similar effect in the Province of Ontario as though that legislation were fully in force and fully applicable to the Authorized User.

Currency of Information and Listings. Subject to Section 9(a) above, Authorized User shall promptly, and in any event within 60 calendar days, destroy, erase or make anonymous Authorized User's records and file copies of all of Authorized User's customer and client personal information that is no longer required to fulfill the identified purpose. Authorized User will, upon request from TREB, provide a written certification attesting to such destruction or erasure and will provide TREB with a copy of Authorized User's guidelines governing

the destruction of personal information.

(c) Consent. Authorized User consents to and authorizes TREB to collect, retain, use and disclose all information provided to TREB relating to the MLS Database, the BRS Database and the Services (including, in each case, personally identifiable information) for all purposes relating to the sale of real estate in Ontario and in the course of providing support for Members of TREB to carry on their real estate businesses in Ontario including, without limitation, collection, use and retention of Authorized Users' personally identifiable information for TREB's own administrative purposes, collection, retention, use and disclosure of Authorized Users' personally identifiable information in the form of a TREB membership roster that is compiled and disclosure of TREB's Members from time to time in paper and/or electronic formats and collection, retention and disclosure of all information submitted through the Services and in the form of listings to the MLS Database or information in the BRS Database including, without limitation, Authorized Users' name and relationship to particular real estate transactions, all financial particulars of such transactions and disclosure of such information to all users of the MLS Database or the BRS Database in any form whatsoever, and all calendar, contact or other information collected, used, disclosed or maintained as part of the authorized User's use of the Services. For purposes of this Section 9 (c) "personally identifiable information" shall include, but not be limited to, Authorized User's and its client's names, phone numbers, business and home addresses and employers.

Cessation of Use. Subject to the provisions of this Agreement, Authorized User shall cease all use of (d) all Personal Information received pursuant to this Agreement upon any termination or expiry of this

10. CONDITIONS AND RESTRICTIONS ON USE:

- Access. TREB shall assign Passwords, as well as an Authenticator, to Authorized Users to enable Authorized Users to access the Services, MLS Database, BRS Database and Software. Authorized User (a) agrees to be fully responsible for all activities that occur under Authorized User's Password or account and to not permit any person other than the Authorized user to access the Authorized User's Password or account or use the Authorized User's Authenticator. In the event Authorized User discovers unauthorized access to or use of Authorized User's account, Password, or Authoriticator, Authorized User must notify TREB's Director of Member Services or Chief Information Officer Immediately. TREB reserves the right from time to time to change the Passwords by notice to Authorized User, or to require Authorized User to change its Password or Authenticator. Authorized User must change its Password within one (1) day after notification of the requirement to change the Password in order to continue to be entitled to access the Data Base and Software.
- Technical Standards. The Standards list the minimal computer and software configuration together with (b) associated technological criteria to enable Authorized User to access, communicate with and use the Services, MLS Database, and BRS Database. Authorized User is solely responsible for acquiring, servicing, maintaining, and updating all equipment, computers, software and communications services (such as long distance phone charges) not owned or operated by or on behalf of TREB, that allow Authorized User to access and use the Software and Services, and for all expenses relating thereto (plus any applicable taxes). Authorized User agrees to access and use the Software and Services in accordance with any and all operating instructions or procedures that may be issued by TREB, and amended by TREB from time to time.
- Performance. Authorized User understands and agrees that the operation and availability of the systems (c) used for accessing and interacting with the Software and Services, including, the public telephone, computer networks and the internet or to transmit information, whether or not supplied by Authorized User or TREB, can be unpredictable and may, from time to time, interfere with or prevent the access to and/or the use or operation of the Software and Services. TREB shall not in any way be responsible for any such interference with or prevention of Authorized User's access and/or use of the Software and Services.
- Compliance with TREB Requirements Authorized User must comply with all provisions in the TREB Requirements. In order to continuously improve and update the quality of the Services that it provides, (d) TREB reserves the right to change or modify the TREB Requirements from time to time. Such changes shall become effective
 - In the case of the Standards, six months; and
 - (i) (ii) In the case of TREB's MLS Policies and MLS Rules, five days

after TREB has either, in writing, notified Authorized User of such change, which writing may consist of, among other things, publishing the document known as the "Notice Page" on the TREB Website or otherwise, or included notice of such change in the MLS Database and/or BRS Database. If Authorized User does not comply with the applicable TREB Requirements, or does not comply with a change to any such applicable TREB Requirements after a change becomes effective, Authorized User may not be able to access the Services, MLS Database or BRS Database and will furthermore be in breach of this Agreement. Changes to any of the Standards, TREB's MLS Policies, or TREB's MLS Rules shall be available for review at any time on reasonable notice during normal business hours at the offices of TREB. As well, any changes to the Standards shall be available electronically upon Authorized User accessing the MLS Database or BRS Database. Authorized User accepts complete responsibility to ensure that it has the most current version of the Standards, TREB's MLS Policies, and TREB's MLS Rules at all times.

- Non-Interference. Authorized User shall not attempt to access any systems, programs or data of TREB that (e) is not licensed under this Agreement, or otherwise made available by TREB for public use;
- Suspension. The License rights granted to Authorized User under Section 2 shall be suspended (f) Immediately upon the Authorized User's brokerage delivering to TREB, in TREB's then currently authorized form, a signed Notice of Transfer which Notice states or provides that Authorized User's license with the brokerage has been surrendered or terminated ("Suspension"). The License rights may be reinstated as if such Suspension had not occurred if at any time during or following such Suspension, the Board of Directors of TREB permits Authorized User a period of time to relocate with a new brokerage that is Member of TREB and that Broker of Record signs and delivers to TREB and in TREB's then currently authorized form, either
 - A validly executed and current Guarantee and Indemnity (available as part of TREB's Application **(I)** for Membership and Agreement form in support of Authorized User, or
 - A Notice of Transfer relating to the Authorized User. (ii)

IMITATION OF LIABILITY: 11.

THE SERVICES, SOFTWARE, MLS DATABASE AND BRS DATABASE ARE PROVIDED "AS IS" WITHOUT ANY GUARANTEE, REPRESENTATION, CONDITION OR WARRANTY OF ANY KIND, EITHER (a) EXPRESSED, IMPLIED OR STATUTORY, USAGE OF TRADE OR COURSE OF DEALING INCLUDING,

BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS OF BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TREB MAKES NO WARRANTIES AND ASSUMES NO LIABILITY WHATSOEVER REGARDING THE TRUTH OR ACCURACY, CURRENCY, OR COMPLETENESS OF THE SERVICES, SOFTWARE, MLS DATABASE OR BRS DATABASE. AUTHORIZED USER AGREES THAT ANY USE OF THE MLS DATABASE, BRS DATABASE AND/OR SOFTWARE BY OR ON BEHALF OF AUTHORIZED USER OR ANY PERSON OR ENTITY WHO ACQUIRES THE RIGHT OF SUCH USER, DIRECTLY OR INDIRECTLY BY OR THROUGH AUTHORIZED USER, IS DONE AT AUTHORIZED USER'S SOLE RISK.

Authorized User acknowledges that neither TREB nor its directors, officers, employees or agents will assume (b) any responsibility with respect to the use, copying or in any manner relating to how Authorized User, any of their employees, agents or any other person uses or relates to the TREB Website, Services, Software, MLS Database, BRS Database or any Third Party Website or the results of any act or omission related thereto in any manner. TREB, its directors, officers, employees and agents, will not be liable to Authorized User or to Authorized User's clients or customers, any of their employees, agents or to any other party for any direct, Indirect, special, consequential, incidental, contingent, punitive or exemplary damages, or damages of any nature including without limitation lost profits, howsoever caused, arising in contract, tort (including negligence), fundamental breach, breach of a fundamental term, or otherwise, or out of or in connection with this Agreement and/or the supply, use, performance or non-performance of the MLS Database, the BRS Database, the Software or any Third Party Website or relating to the assistance provided by TREB, even if TREB or its employees or agents have been advised of the possibility of such damages, regardless of the

form of action and whether or not such damages are foreseeable.

Authorized User shall Indemnify, defend and save harmless TREB, its partners and its and their respective (c) directors, officers, employees and agents from and against all damages, costs and expenses relating in any manner, actual or threatened, to any claim, action, cause of action or any proceeding made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, infringement or damage arising from: (i) any and all negligent or reckless acts or omissions of Authorized User, or its partners, or its or their respective directors, officers, employees, representatives or agents, in the performance or purported performance of this Agreement; (ii) breach of this Agreement except directly by TREB; or (iii) breach of any Intellectual Property, moral or property rights related to the the TREB Website, the Services, Software, MLS Database, BRS Database or any Third Party Website by Authorized User, or its partners, or its or their respective directors, officers, employees, representatives or agents, or any person or entity who gained access to the MLS Database by or through Authorized User, directly or indirectly.

Authorized User agrees to defend, indemnify and hold TREB as well as each of the directors, officers, (d) agents, and employees of TREB harmless from any losses, liabilities, damages, actions, claims or expenses (including reasonably lawyers' fees and court costs) arising or resulting from Authorized User's breach of any term of this Agreement or caused by acts or omissions performed by Authorized User or under Authorized User's Password or any password issued by Authorized User to Licensed Authorized Users or shared by

either of them with others.

Authorized User shall indemnify, hold harmless and, at the request of TREB, defend TREB, its affiliates and (e) its and their respective officers, directors and employees from and against any and all costs, expenses, awards of damages or settlements made in relation to any proceedings, complaints, actions or claims, or in relation to compliance by TREB or its contractors with any orders or directions given against or to it or its affiliates by any privacy commissioner, tribunal, person or court, arising from any breach by Authorized User of any of its obligations as set out in Section 9.

TERMINATION: 12.

In the event Authorized User is in breach of: (a)

this Agreement;

(i) (ii) Its payment obligations as set forth in Section 6 and any provision contained in the By-Laws, TREB Requirements or the Real Estate and Business Brokers Act R.S.O. 1990, as amended under the Real Estate and Business Brokers Act, 2002 when proclaimed in force, and as may be further amended from time to time;

and, with respect to Section12 (a)(i), if such breach is not cured within two weeks after notice from TREB, or with respect to Section 12 (a)(ii), if such breach is not cured immediately, then TREB has the right to invoke any or all of the rights contained in the TREB Requirements and Authorized User shall comply with the procedures and obligations as contained in the TREB Requirements.

Authorized User may terminate this Agreement at any time, provided it gives TREB prior written notice, and (b) provided that it complies with the termination procedures and obligations as set forth in the TREB Requirements.

In the event TREB decides, at any time, not to continue to offer, maintain or develop the MLS Database (c) and/or BRS Database to meet the TREB Requirements and Standards, TREB may terminate this Agreement provided it gives Authorized User six months prior written notice and Authorized User shall comply with the termination procedures and obligations as contained in the TREB Requirements.

If at any time after the time period permitted by TREB to permit Authorized User time to relocate with a new

(d) brokerage, there is not in existence a validly executed and current Guarantee and Indemnity relating to the Authorized User, in TREB's form which is available as part of TREB's Application for Membership and Agreement form, or a Notice of Transfer relating to the Authorized User in the then current form as authorized by TREB from time to time, which is executed by any type of Broker of Record who is a Member of TREB, then TREB may at any time thereafter terminate this Agreement by notice to Authorized User.

13. INJUNCTIVE RELIEF.

Authorized User acknowledges that a violation of Sections 4, 7, 8, 9, and 10 of this Agreement would cause irreparable harm to TREB for which no adequate remedy at law exists and Authorized User therefore agrees that, in addition to any other remedies available, TREB shall be entitled to seek injunctive relief and to recover all costs and expenses, including reasonable lawyer's fees incurred because of any such legal action to enforce the terms of Sections 4, 7, 8, 9, and 10.

14. NOTICES

- (a) Any notice, direction or other instrument required or permitted to be given to a Party shall be in writing and shall be sufficiently given if delivered personally, mailed by prepaid registered mail, or transmitted by fax or other form of recorded communication to the Party as follows:
 - in the case of TREB, at 1400 Don Mills Road, Toronto, Ontario M3B 3N1 Attention: President
 - (ii) in the case of Authorized User, at the Authorized User's business address as identified in the Application last filed by Authorized User with TREB, and to be addressed to the Attention of the Authorized User with a copy to the Attention of the Authorized User's Broker of Record/Manager (as applicable) at the business address as last filed by such Broker of Record/Manager with TREB.
- (b) Either Party may change its address for service from time to time by notice given to the other Party in accordance with the foregoing.
- (c) Provided that either Party may, at such Party's option, elect to provide electronic legal notices regarding this Agreement to the other Party at the email address identified in the acceptance or signature block of this Agreement, it shall be the responsibly of the recipient Party to provide prompt notice to the other Party of any changes in email addresses.

15. ELECTRONIC ACCEPTANCE.

- (a) By clicking "I accept" or signing this Agreement where indicated below, Authorized User agrees and consents to (i) contract electronically with TREB for the Software and Services in accordance with this Agreement; (ii) receipt of electronic legal notices regarding this Agreement to the email account Authorized User provided under Section 14 14(c)or upon accessing the Services; and (iii) that by clicking "I Accept", Authorized User intends to be bound by this Agreement.
- (b) Copy of Agreement. For electronic acceptance: In order to access, download, and print this Agreement, Authorized User should click on the link for the .PDF file version of this Agreement. For Signature Acceptance of this Agreement: Authorized User acknowledges having received a copy of this Agreement. Changes to these hardware and software requirements, if any, will be e-mailed to Authorized User. Authorized User may also request to receive a copy of this Agreement by Canada Post mail free of charge by giving notice to TREB of such request within 45 days after entering into this Agreement.

16. MISCELLANEOUS.

- (a) Entire Agreement. This Agreement constitutes the entire agreement by which the relationship between TREB and Authorized User will be governed. There are no oral agreements, arrangements, representations or understandings between the Parties and this Agreement may not be amended or modified except by an instrument in writing duly signed by both Parties. This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated in this Agreement and cancels and supersedes any and all prior understandings, agreements, negotiations and discussions with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the parties other than as expressly set forth in this Agreement.
- (b) Time of the Essence. Time shall be of the essence of this Agreement.
 (c) Governing Law. This Agreement shall be construed in accordance with the laws of the Province of Ontario except that no choice of law doctrine shall be used to apply the laws of any other jurisdiction. The Parties further agree that the United Nations Convention on Contracts for the International Sale of Goods shall not
- (d) Consent to Jurisdiction. Authorized User consents to the exclusive jurisdiction of the federal and provincial courts located in the Province of Ontario in connection with any action or proceeding to enforce, or arising out of, this Agreement and agrees that venue will be proper in such court on any such matter. The Parties agree that a summons and complaint may be served by mail or overnight courier service at their addresses first set forth above or at such other address as such party may have given written notice of in accordance with Section 14.

- (e) Walver. The waiver by either party of any breach or default by the other party in the performance of any obligation hereunder shall not constitute a waiver of any subsequent breach or default.
- (f) Amendments. TREB may amend, add or remove portions of this Agreement at any time and from time to time without notice to Authorized User and the then current version shall be posted at the TREB Website.

 Upon the posting of such version as aforesaid and Authorized User's use of the Software, MLS Database or BRS Database thereafter, this Agreement shall be deemed to be so amended without further acknowledgement of Authorized User.
- (g) Severability. To the extent that any law, statute, treaty or regulation by its terms as determined by a court, tribunal or other governmental authority of competent jurisdiction, is in conflict with the terms of this Agreement, the conflicting terms of this Agreement shall be superseded only to the extent necessary by the terms required by such law, statute, treaty or regulation. If any provision of this Agreement shall be otherwise unlawful, void or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible so as to affect the Intent of the parties. In either case, the remainder of this Agreement shall continue in full force and effect.
- (h) Currency. All dollar amounts referred to in this Agreement, including the symbol \$, refer to lawful money of
- (i) 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.
- (j) Headings. The division of this Agreement into Sections and the use of headings are for convenience of reference only and shall not affect the interpretation of this Agreement.
- (k) Gender and Number. In this Agreement words importing a specific gender include all genders and words importing the singular include the plural and vice versa.
- (i) Force Majeure. TREB will not be responsible for any failure to perform due to causes beyond its reasonable control, including, acts of God, acts of terrorism, war, riot, embargoes, acts of civil or military authorities, national disasters, strikes and the like.
- (m) Assignment and Corporate Reorganization. The rights granted to Authorized User under this Agreement are personal in character. Neither this Agreement nor any rights granted hereby may be assigned by Authorized User voluntarily or by operation of law without TREB's prior written consent and any such attempted assignment shall be null and void. For purposes of this Agreement, "assignment" shall be deemed to include the transfer of all or substantially all of the assets of, or a majority interest in Authorized User or the voting stock of Authorized User, or the merger of Authorized User with one or more entities. This Agreement shall inure to the benefit of and be binding upon any successor or assign of TREB.
- (n) Parties. Nothing contained in this Agreement is intended to confer upon any person other than the parties hereto and their respective successors and permitted assigns, any benefit, right or remedy under or by reason of this Agreement, except with respect to Parties who shall be deemed third party beneficiaries under this Agreement but solely with respect to those terms that specifically reference a Party or the Parties.

| | ACCEPTED AND AGREED T | O BY THE UNDERSIGNED |
|------------------|--------------------------|----------------------|
| DATED this | day of | , 20 |
| Applicant's Nam | e: (user) (please print) | · · |
| Applicant's Sign | ature:(user) | |
| | | |

Charges and Payment Information



| Credit Card Authorization | | | | |
|--|---|--|--|--|
| Member Name | (please print) | | | |
| Member Number | · | | | |
| Name on Credit Card | (please print) | | | |
| Amount | \$ | | | |
| | | | | |
| TREB Use: | Authorization Number: | | | |
| Signature Authorization: | | | | |
| I authorize TREB to process this credit card payment: Card Holder's Signature:Date: | | | | |
| IMPORTANT CARD HOLDER | Please provide a contact number where you can be directly reached | | | |
| Credit Card Information will be destroyed and not stored at TREB offices | | | | |
| Card Type | □ Mastercard □ Visa □ Amex | | | |
| Card Number | | | | |
| Expiry Date | MonthYear | | | |

FAX: 416-446-6414 or 416-443-8830

Membership Phone #: 416-443-8148

BENEFICIARY FORM

TORONTO REAL ESTATE BOARD
MEMBERSHIP INSURANCE PROGRAM

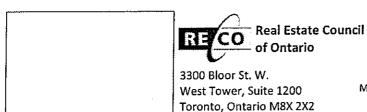
PROCESSING INSTRUCTIONS

The **ORIGINAL** completed Beneficiary Form must be mailed to:

TREB Member Benefits 1 City Centre Drive, Suite 716 Mississauga, Ontario L5B 1M2

| GENERAL INFORMA | ATION | | |
|---|--|---|--|
| Member's Last Name | Member' | s First Name(s) | TREB Member Number |
| | Date of Birth Month Day | Year | Gender □ Male □ Female |
| Home Address | | | Home Telephone Number |
| Street No. | Street Name | Apt. No. | Area Code E-Mail Address |
| City | Province | Postal Code | |
| BENEFICIARY DESIG | NATION | | |
| NAME OF BENEFICIARY (Sho If more than one beneficial otherwise. | ow the beneficiary's name in full.) ry is named, benefits will be divide | ed equally, unless indicated | RELATIONSHIP TO INSURED MEMBER (If beneficiary is a minor, under age 18, a trustee must be appointed below.) |
| Unless otherwise stipulate designation. | d and unless prohibited by law, t | the designation of any bene | fliciary is revocable. The designation above will supersede any prior beneficiary |
| TRUSTEE FOR CHILD(REN) - FU | il Name Of Trustee | | RELATIONSHIP TO INSURED MEMBER |
| MEMBER'S DECLAR | ATION AND AUTHORIZAT | TION | |
| t hereby revoke all former bend right to change this designation | eficiary appointments under the TREB n of beneficiary. | Insurance Program and do hereb | by declare that such proceeds be payable to the beneficiary(les) declared above. I reserve the |
| SIN for the purpose of identific are subject to strict standards | ration, tax reporting, and the administr | ration of my member benefits. I onal information is secure and r sill be kept strictly confidential a | in the event that I have provided my social insurance number (SIN), I authorize the use of my understand that the insurer, its affiliates, subsidiaries, their employees and service providers remains confidential. I understand that the insurer does not sell, lease, or trade personal and is to be used by authorized individuals only. Authorized individuals include employees, use my personal information. I understand that I have the right to request and receive a copy |
| X | | | |
| (Signature of Insured) | Member) | | (Date) |
| | PLEASE SEND (| ORIGINAL COMPLET | TED FORM TO TREB MEMBER BENEFITS |

BEN (2012)



For office use only - Date recieved

Tel: 416-207-4800
Toll Free: 1-800-245-6910
Fax: 416-207-4820
E-mail: registration@reco.on.ca

E-mail: registration@reco.on.ca
Website: www.reco.on.ca
MyWeb: https://myweb.reco.on.ca



| FOR OFFICE USE ONLY | | | |
|---------------------|--------|--|--|
| Approved By: | Date: | | |
| Registration No.: | · . | | |
| Scanning Code | | | |
| NEW □ R | ST CAT | | |

Important: PRINT or TYPE all information in BLACK INK

in BLACK INK Form ANRBS / Aug. 2013

Application for New/Reinstatement: Broker/Salesperson

All new applicants and reinstatements over 60 days must submit a current, original Canadian Criminal Record Check with this form: SECTION A Registration Category (Check One): Type of Application: Salesperson under the Real Estate and Business Brokers Act, 2002 New Registration Broker under the Real Estate and Business Brokers Act, 2002 New Registration - Previously/Currently Registered in Another Province/Territory Reinstatement of Previous Registration Birth Date Sex Last Name **Full First Name** YEAR MONTH \square M \square F Trade Name (See page 3 for Completion Instructions) Middle Name Residence Telephone No. Residence Address - (If R.R.: Give Lot, Concession No. & Township) (Street Number & Name) Apt. or Suite Postal Code E-mail Address Fax No. Province City Address for service in Ontario (If different from Residence Address. Must be a street address) Telephone No. Postal Code E-mail Address Fax No. Province City **SECTION B** Provide employment history for previous 2 years, including a description of any period in which you were not employed. Period (previous 2 years) Description of Activity such as Name and Address of Employer (If applicable) From (yr/m/d) To (yr/m/d) type of work / position / school / travel, etc **SECTION C** Please review the Completion Instructions on Page 3, before answering YES or NO to the following questions. If you answer yes to any question and have not previously disclosed in writing, you must do so now. If you have previously disclosed this information please indicate "already on file" beneath the corresponding question. [Refer to Completion Instructions on Page 3]. (a) Are you a Canadian Resident who is a Canadian Citizen? ☐ Yes □ No (b) Are you a Canadian Resident who is a Landed Immigrant? (If yes, refer to Page 3 for Completion Instructions.) ☐ Yes □ No Are you, or will you be, engaged or employed in any other business, occupation or profession? [If yes, refer to Page 3 for ☐ Yes Completion Instructions.) Are you a partner, officer, director or shareholder in any other registered real estate business? [ff.yes, refer to Page 3 for ☐ Yes □ No Completion Instructions.) Are you now or have you been involved in personal bankruptcy and/or been an officer, director or majority ☐ Yes □ No shareholder of a corporation which has been declared bankrupt or insolvent, or is presently a party to bankruptcy or insolvency proceedings? (fryes, refer to Page 3 for Completion Instructions.) Are there any unpaid judgments and/or unpaid debts outstanding against you? (If yes, refer to Page 3 for Completion ☐ Yes ☐ No Instructions.) Have you had a registration and/or-licence or professional status of any kind refused, suspended, revoked, or cancelled Yes... □ No and/or have you been involved in any proceeding during which you resigned a registration or licence or professional status of any kind, or are there any proceedings pending? (If yes, refer to Page 3 for Completion Instructions.) Are there currently any charges pending, or have you been found guilty, pleaded guilty to, or been convicted of an ☐ Yes □ No offence under any law? (If yes, refer to Page 3 for Completion Instructions.)

Important: PRINT or TYPE all information in BLACK INK Application for New/Reinstatement: Broker/Salesperson

REBBA

SECTION D (For New Registrants Only)

The Residential Real Estate Transaction or The Commercial Real Estate Transaction course in support of this application must have been completed within 12 months of application date. Please see Page 4 for Requirements for Reinstatements.

SECTION E (For New Registrants from Other Provinces/Territories Only)

- The Interprovincial Challenge Examination transcript must be included with this application.
- Original copy of your registration and disciplinary history from the licensing body in your current or previous province/territory must be included with this application.
- Please see Page 4 for Completion Instructions Section E

SECTION F

NOTICE & CONSENT

Any person completing and/or signing and/or submitting this form and any attachments or accompanying answers, schedules, documents, records, statements or returns, either written or oral, ("accompanying documentation") is hereby notified that the Real Estate Council of Ontario ("RECO") may verify the information on this form or the accompanying documentation, and in so doing, may request or collect additional information from, communicate with, disclose any such information to government and non government bodies (which may include trade associations, designated education organizations and providers, and past, present, and prospective employers). You are notified that any information so collected or communicated will be for purposes that include, but are not limited to:

- Determining an applicant's eligibility for registration or continued entitlement to registration under the Real Estate and Business Brokers Act, 2002 and its regulations and including any amendments or successor legislation ("REBBA 2002"), ensuring compliance under REBBA 2002, dealing and/or handling complaints and inquiries under REBBA 2002;
- Purposes consistent with the Safety and Consumers Statutes Administration Act, 1996 and its regulations, RECO's purposes and obligations under the Canada Corporations Act and its regulations, RECO's Letters Patent and its corporate by-laws, and the Administrative Agreement;
- 3. For any other purpose consistent with the administration of REBBA 2002, consumer protection, protecting the public, and/or verification of an applicant's association or membership with trade/professional associations, registration history, including status, dates, employer's name and business address.

I understand and consent that as part of the above process, RECO may, at any time and from time to time, make inquiries and/or obtain searches of government, regulatory, discipline, or law enforcement records and databases, a record of offences, a record of judgments, financial institution records, or consumer reports. I further understand and consent that, RECO may, at any time and from time to time, during my registration cycle make additional inquiries and/or obtain additional searches of government, regulatory, discipline, or law enforcement records and databases, a record of judgments, financial institution records, or consumer reports.

I am aware that RECO is obligated to disclose information in accordance with law and is bound by REBBA 2002, including sections 44 and 48 of REBBA 2002 and sections 11 and 27 of the Regulation (General) under REBBA 2002.

By completing or signing or submitting this form and any of the accompanying documents, I consent to RECO verifying, requesting, collecting, communicating, disclosing, using, and maintaining such information in the manner provided above.

If you have any questions concerning the collection or disclosure or use of any information, please contact RECO.

Important: PRINT or TYPE all information in BLACK INK Application for New/Reinstatement: Broker/Salesperson

| SECTION G | | | | | |
|-----------|--|--------------------|------------------|--|--|
| WARNI | NG – IT IS AN OFFENCE TO PROVIDE FALSE I | NFORMATION ON THIS | APPLICATION | | |
| | APPLICANT'S SIGNATU | IRE | | | |
| APPLICANT | Signature of Applicant | Registration No. | Date | | |
| | | | | | |
| | CERTIFICATE OF EMPLO |) YER | | | |
| | I hereby certify that I have personally reviewed this application (after being completed and signed by the | | | | |
| EMPLOYER | applicant) with the applicant and declare that the information given by the applicant is to the best of my | | | | |
| | knowledge and belief true, and request that registration | Registration No. | 005000 | | |
| | Registered Name of Employer | Registration No. | ~238296 <u>2</u> | | |
| | Homelife miraele Realty utd. | <u></u> | | | |
| | Name of Authorized Signing Official (Please Print) | Signature | 1 | | |
| | Ajay Shah | | | | |
| | Title | Date | • | | |
| | broker of kecora. | | | | |

COMPLETION INSTRUCTIONS - SECTION A

Individuals may elect to trade in real estate using just one or more of your legal given names in the correct order, a recognized short form of one of your legal given names, an anglicised version of your legal given name (an affidavit is required in support of this option) followed by your legal surname.

| | | COMPLETION INSTRUCTIONS – SECTION C |
|------------|----------------------------|--|
| Question | 1 (b) | If you answered yes, you must submit a copy of your Landed Immigrant Status papers, IMM1000 or a copy of your Permanent Resident cards (copy of front and back). |
| Question 2 | 2 | If you answered yes, the information required includes: |
| | | The full name of the business as well as the position held and the nature or description of the business, occupation or profession. |
| | | If the other employment involves activity that falls under the definition of "trade" found in the Act, you must provide a copy of the complete job description supplied by the employer. |
| Question | 3 | If you answered yes, you must submit full particulars on a signed and dated statement. |
| Question | 4 If you answer documents: | If you answered yes, you must submit full particulars on a signed and dated statement, along with a copy of the following documents: |
| | | Form 69: Assignment of Bankruptcy |
| | | Form 79: Statement of Assets, Liabilities Form 65: Monthly Income & Expense Statement |
| | | Form 84: Certificate of Discharge (If applicable) |
| Question | 5 | If you answered yes, you must submit a copy of each judgment and other such documents pertaining to outstanding debts against you (example; garnishments, requirements to pay, writs of execution etc.). State the amount outstanding and repayment arrangements on a separate sheet. You must also submit full particulars regarding the circumstances that led to the matter(s) on a signed and dated statement. |
| Question | 6 | If you answered yes, you must submit full particulars on a signed and dated statement. A driver's abstract may be required in the case of a suspension. |
| Question | 7 | All new applicants and reinstatements over 60 days must submit a current, original Canadian Criminal Record Check (must be dated within 6 months of submission of application) as well as anyone that answers "yes". If "yes" is indicated individuals must also submit the full particulars on a signed and dated statement. This does not include municipal parking violations or minor Highway Traffic Act offences unless your driver's license was suspended. This includes a charge where a conditional discharge or an absolute discharge has been granted. |





RESER

Tel: 416-207-4800 Toll Free: 1-800-245-6910

Fax: 416-207-4820

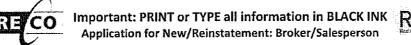
E-mail: registration@reco.on.ca
Website: www.reco.on.ca

MyWeb: https://myweb.reco.on.ca Updated Nov. 2013

Important: PRINT or TYPE all information in <u>BLACK INK</u>

CREDIT CARD PAYMENT

| PLEASE NOTE THAT INCOMPLETE CREDIT CA | | programme and the control of the con | | |
|--|-------------------------------|--|--|--|
| PLEASE ENSURE THAT ALL FIELDS ARE COMPLETED IN | I FULL TO ENABLE US TO PROCES | S YOUR APPLICATION. | | |
| PAYMENT II | NFORMATION | | | |
| Name(s) of applicants | Registration number | Fee | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | A 0.00 | | |
| Please debit this amount from my credit card $$ $$ $$ $$ $$ $$ $$ $$ $$ $$ | | | | |
| | • | Enter the total amount from the entry(s) above | | |
| CREDIT CARD | INFORMATION | | | |
| CALDII CARD | MORIVATION | | | |
| | | | | |
| Check appropriate box: USA MASTER | CARD | | | |
| Cardholder's name: | | | | |
| Cardifolder's name: | | | | |
| | | | | |
| Card No. | - _ | | | |
| | | | | |
| Expiry Date:/ | | | | |
| Month Year | | | | |
| _ | | | | |
| Signature: | Date: | | | |
| | | | | |
| | | | | |
| E-mail: | | | | |
| and will be utilized as the primary email address for all future electronic communications. Should you wish to amend the | | | | |
| address in the future you may do so by visiting My Web and making the necessary amendments. | | | | |



DECLARATION OF CONTINUING EDUCATION - REINSTATEMENT ONLY

IMPORTANT INFORMATION

- This declaration form must be submitted along with an application to renew registration. Applications received WITHOUT a properly completed and signed declaration form will not be processed.
- You must complete the Residential Update Course or the Commercial Update Course and either 18 elective CE credits from accredited providers or the new Continuing Education program available online as of August 1, 2013.
- Failure to fulfill the continuing education requirements is a breach of Regulation 579/05 and your application cannot be processed, resulting in loss of registration under the Real Estate and Business Brokers Act, 2002, and loss of your right to trade in real estate.

INSTRUCTIONS

- 1. The Residential Update Course or the Commercial Update Course must be declared by all registrants/applicants by completing the applicable section(s) below.
- 2. If you are declaring successful completion of the new Residential Update Course or the Commercial Update Course PLUS 2 electives delivered online by RECO, you must complete sections A & B.
- 3. If you are declaring successful completion of 18 elective credits offered under the current continuing education program, you must also declare successful completion of the Residential Update Course or the Commercial Update Course either the current

| course delivered by OREA, or the new or | nline course delivered by RECO. | You must then comp | lete sections A & C. | |
|--|---|--|---|-----------------|
| Last name | First name | Middle | name | |
| RECO Registration No.: | OREA Stud | lent No. (OPTIONAL): | | |
| SECTION A - RESIDENTIAL | UPDATE COURSE OR COMM | RCIAL UPDATE CO | URSE COMPLETION | |
| COMPLETION DATE: | YEA | / MONTH / DAY | | |
| | ON B – ELECTIVE COURSES DE | | <u></u> | |
| I have completed a minimum of 2 online elective courses through the new MCE Program Yes | | | | No |
| SECTION (| - APPROVED CONTINUING | | | |
| Course/Seminar Title | Name of Education Provid | | Date Course / Seminar Completed (Year/Month/Day) | |
| | | YEA | R / MONTH / DAY | |
| | | YEA | R / MONTH / DAY | |
| | | YEA | R / MONTH / DAY | |
| | | YEA | R / MONTH / DAY | |
| | | YEA | R/MONTH/DAY | · |
| | | YEA | R/MONTH/DAY | |
| | | | R/MONTH/DAY | |
| Credits carried forward from a previous reportion WILL NOT be carried forward into the new MCE | ng period (if any), NOTE: Additiona Program | external credits report | ed on this renewal | |
| Total Credits (24 credits = Residential Update Co | ourse or Commercial Update Course | 6 credits + 18 credits f | rom external courses | |
| under previous CE program) | DECLARATION. | | | |
| I declare that I have taken and completed the co | DECLARATION | t will form | ich RECO with ovidence | of baying taken |
| any or all of the courses/seminars listed in this | ourses/seminars listed above and, u Declaration I also declare that I ha | pon request, r will turn ve not previously repo | rted these courses on a | nv Declaration. |
| This Declaration forms part of the Application fo | r Renewal and is subject to all notic | es, consents, penalties, | and other provisions co | ntained therein |
| or applicable to such Application by means of sta | | | | |
| | | | | |
| Signature | | | Date | |

Important: PRINT or TYPE all information in BLACK INK Application for New/Reinstatement: Broker/Salesperson



COMPLETION INSTRUCTIONS – SECTION D

Education Requirements For Reinstatement Of First Time Salespersons

Registrants within the first two-year registration cycle under REBBA 2002 immediately prior to the termination of registration must successfully complete three additional educational courses designated by the registrar before making an application for reinstatement of registration. The courses are as follows: Real Property Law, The Commercial Real Estate Transaction or The Residential Real Estate Transaction course not completed for initial registration and one of four elective courses.

Failure to fulfill these educational requirements is a breach of Reg. 579/05, s.2(1), and your application will not be processed until the educational requirements are met.

Continuing Education Requirements for Reinstatement

As of August 1, 2013, registrants must complete one of the following options prior to submitting an application to reinstate a registration.

• Complete the new online Continuing Education Program via MYWEB, consisting of either the Residential <u>or</u> Commercial Update course, as well as two of the available online electives.

<u>OR</u>

Complete the requirements of the original continuing education program, consisting of either the Residential or Commercial Update course, plus one CE credit for each additional month or partial month you were registered during your last registration cycle, prior to submitting an application to reinstate your registration. The Residential Update Course or Commercial Update Course must not have been declared on a prior application to RECO, and as of August 1, 2013 will only be available online via MYWEB. Your last registration cycle runs continuously from the commencement of the last renewal/reinstatement date of registration until the date the registration was terminated.

For more information regarding the continuing education requirements to apply to reinstate registration, please contact education@reco.on.ca.

COMPLETION INSTRUCTIONS – SECTION E

Requirements For New Registrants Previously/Currently Registered in Another Province/Territory

For more information on qualifying jurisdictions and the Interprovincial Challenge Examination please visit RECO's website www.reco.on.ca.

A copy of the transcript confirming successful completion of the Interprovincial Challenge Examination is required in support of this application.

An original copy of your registration history and verification of any disciplinary action, or the absence of same, received from the regulatory body in your current or previous province/territory is required in support of this application.

Applications received WITHOUT the applicable transcript and registration/disciplinary history will not be processed.

ERRORS & OMISSIONS

Failure to pay the Errors and Omissions Insurance that will be invoiced to you will be a breach of REBBA 2002 and will result in the loss of registration under REBBA 2002 and your right to trade in real estate.

REGISTRATION FEES

Payment can be made by Cheque, Bank Draft, Money Order, Visa or MasterCard made payable to the "Real Estate Council of Ontario".

DO NOT SEND CASH BY MAIL

FEES: Broker \$350 Salesperson \$350

EFFECTIVE APRIL 1, 2010, SALESPERSON FEE INCREASED TO \$350.

There will be an additional service charge of \$35.00 for any returned cheques.

IF FURTHER ASSISTANCE IS REQUIRED, PLEASE CONTACT RECO AT 416-207-4800 OR TOLL FREE AT 1-800-245-6910
PLEASE E-MAIL (registration@reco.on.ca) OR FAX THE COMPLETED APPLICATION TO RECO.