ITSO EXCLUSIVE LISTING RULES

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ITSO Exclusive Listing Rules

Preface:

In all relationships with fellow REALTORS® and with those Buyers and Sellers involved, whether as Clients or otherwise, the Regulations under the Trust in Real Estate Services Act, 2002, the TRESA Code of Ethics, and the REALTOR® Code must be observed. Where any of the following Rules conflict with any relevant Regulations of the Trust in Real Estate Services Act, 2002, the TRESA Code of Ethics, or the REALTOR® Code, in diminishing order, the Trust in Real Estate Services Act, 2002, the TRESA Code of Ethics, or the REALTOR® Code shall be deemed to be paramount.

ARTICLE I - Definitions and Interpretation

1.01 In these ITSO Rules, unless the context otherwise requires:

(a) "Act" means the Trust in Real Estate Services Act 2002 and its regulations, and any successor legislation.

(b) "Amendment" means the process by which a Listing Agreement is changed in any way and shall be evidenced by any document used to advise the Association of such change which shall include but not be limited to an Amendment to Listing Agreement form, Assignment of Listing Agreement form, Cancellation of Listing Agreement form and Suspension of Listing Agreement form. The verb "Amend" in its various forms shall have a corresponding meaning.

(c) "Association" means [insert the Member Association name].

(d) "Authorized User" means any Person other than a Member who has been authorized to access or use any part of the Real Estate Listing System and Real Estate Listing System Database.

(e) "Broker" means an individual who is registered as a broker in accordance with the Act.

(f) "Broker of Record" means the Broker so designated by the Brokerage under the Act.

(g) "Brokerage" means a corporation, partnership, sole proprietor, association or other organization or entity that, is registered in accordance with the Act and on behalf of others and for compensation or reward or the expectation of such, Trades in real estate or holds himself, herself or itself out as such.

(h) “Brokerage Exclusive” means an Exclusive Listing where the Listing Brokerage does not cooperate with any other Brokerage to complete the sale/lease of the property.

(i) "Business Day" means all days other than Saturday, Sunday and statutory holidays in the Province of Ontario.

(j) "Buyer" means any Person or Persons, or their lawfully authorized Representative(s) who is/are participating in a Trade of real estate. "Buyer" in these Rules shall include "lessee" and “assignee”.

(k) “Buyer Brokerage" means a Brokerage that effects the Trade of the property as a Buyer's Representative.

(l) “Client” means a client as defined in the Act.

(m) "Content" means, but is not limited to, information, comments, opinions, statements, advice, descriptions, data, Images, graphics, audio clips, video clips, icons, multi-media URLs, all attachments including schedules, files, links, ideas, or software.

(n) "CREA" means The Canadian Real Estate Association or any successor organization.

(o) "Data Input Form" means the data input form, as prescribed by the Association from time to time to be used to obtain and submit property information to the Real Estate Listing System.

(p) "Employed" means hired, appointed, authorized, or otherwise arranged to have another individual act on one's behalf, whether by an engagement contract (either oral or written) or by any other contract for service and, without limiting the generality of the foregoing, includes an independent contractor relationship; and "Employ", and "Employs" have a corresponding meaning.

(q) “Exclusive Listing” means a listing where the Listing Brokerage has entered into a contract with the Seller giving the Brokerage the exclusive right to sell/lease the property during the term of the agreement.

(r) “Exclusive with Cooperation” means an Exclusive Listing where the Listing Brokerage works with a Buyer Brokerage to complete the sale/lease of the property, with or without an offer of compensation to the Buyer Brokerage.

(s) "Image" means any depiction, including but not limited to photographs, digital images, virtual tours, renderings, sketches and maps, or any substitute for any of the above.

(t) “Internet” means a network of networks allowing a person with computer access to communicate with others anywhere in the world with the appropriate permissions.

(u) “ITSO” means Information Technology Systems Ontario.

(v) "Listing Agreement” means the Representation Agreement, including any Amendment thereto, formed between a Seller as Client and a Brokerage regarding one or more aspects of a Trade in property and shall be evidenced by a duly executed copy of the standard Listing Agreement form prescribed from time to time by the Association.

(w) "Listing Brokerage" means the Brokerage that has listed the property for Trade through the Real Estate Listing System.

(x) "Managing Broker" means, at the choice of the Brokerage Member:

i. the individual who is the Broker of Record of the Brokerage Member, if the Brokerage Member's Broker of Record is a Member; or

ii. a Member in the Employ of the Brokerage Member who has been designated as the Managing Broker for the purpose of the relationship between the Brokerage Member and the Association, whether or not the Brokerage Member's Broker of Record is a Member. Every Brokerage Member shall advise the Association of whom it has designated as its Managing Broker and shall also immediately advise the Association when that designation changes.

(y) "Member" means a Brokerage, Broker, Broker of Record, or Salesperson that belong to the Association.

(z) “MLS® Listing” means a listing on the Real Estate Listing System that has been entered into the system in compliance with the MLS® Rules and that is marketed in association with the MLS® marks.

(aa) "Offer" is an agreement of purchase and sale, including a counter-offer, which has been executed by the offeror, but not yet accepted by the offeree.

(bb) "Person" means where applicable an individual, a partnership, a corporation, an organization, and a business.

(cc) "Real Estate Component" means:

i. real property;

ii. a leasehold, or other interest in real property less than a fee simple;

iii. a time share agreement with regard to real property;

iv. a moveable dwelling such as a mobile home, modular home, or tiny home, that is designed for use as a permanent residence or an accessory dwelling unit with or without associated real property, a leasehold or other interest in real property, or a time share agreement with regard to real property; and

v. a business, including an interest or share of a business, with or without premises, and the fixtures, stock in-trade, goods and chattels associated with the business, provided such items are sold in bulk as part of the business operation.

(dd) “Real Estate Listing System” means the system operated by ITSO to provide users access to real estate listing content and other technology tools, which includes a database of Exclusive Listings and the database of MLS® Listings.

(ee) "Real Estate Listing System database" means the database of Exclusive Listings and Trades operated by the Association for the benefit of its Members and Authorized Users, and includes any and all Content gathered, compiled, stored or published by the Association as part of the Real Estate Listing System, in whatever format it is gathered, compiled, stored or published by the Association, and further includes any and all such Content which is made available by the Association to Members and Authorized Users, in whatever format it is disseminated to the Members and Authorized Users.

(ff) "REALTOR® Marks" means REALTOR®, REALTORS® and the REALTOR® logos, which are certification marks controlled by CREA that identify Members in good standing of CREA who provide real estate brokerages services in compliance with CREA’s by-laws,

rules and policies and the REALTOR® Code, as amended from time to time, and in compliance with all federal and provincial laws and regulations.

(gg) "Registrant" means a Brokerage, Broker or Salesperson registered under the Act.

(hh) "Representation Agreement" means an agreement between a Brokerage and a Client, under which the Brokerage and Client agree that the Brokerage or Designated Representative(s) will represent the Client in respect of one or more aspects of a Trade in real estate.

(ii) "Salesperson" means an individual registered as a salesperson in accordance with the Act.

(jj) "Seller" used in these Rules shall include “lessor” and “assignor” and means every Person:

i. registered on title as the owner(s) of the property; and/or

ii. having the legal authority to Trade the property; or their lawfully authorized Representative(s).

(kk) "Transaction" or Trade" means a disposition or acquisition of, or transaction in real estate by sale, purchase, agreement for purchase and sale, exchange, option, lease, rental or otherwise and any Offer or attempt to list real estate for the purpose of such a disposition, acquisition or transaction, and any act, advertisement, conduct or negotiation, directly or indirectly, in furtherance of any disposition, acquisition, transaction, Offer or attempt, and the verb "Trade" has a corresponding meaning.

1.02 Where the terms "written", "in writing", "execute", "executed", or "execution” are used in these Rules, the required action shall be deemed to be satisfied when performed and delivered in person, by mail or courier, by facsimile transmission, or by electronic means as allowed by the Electronic Commerce Act, 2000 and its Regulations, and any amendments thereto.

1.03 These ITSO Rules shall be read with all changes of gender or number required by the context.

ARTICLE 2 - Listing Procedures

Entering Exclusive Listings

2.01 The Listing Brokerage shall be a Brokerage Member of the Association.

2.02 Only the Association's approved forms shall be used for Exclusive Listings to be published in the System.

2.03 The Listing Brokerage shall secure a Listing Agreement signed on behalf of the Listing Brokerage and by the Seller, satisfactory to the Association, and said Listing Brokerage shall be accountable for the Content of that Exclusive Listing in the Real Estate Listing System.

Note: Not currently in force as only applicable to active Exclusive Listings

2.04 An Exclusive Listing may be entered into the Real Estate Listing System at the option of

the Listing REALTOR® and can be entered at any time during the term of the listing or after the listing is pending.

Note: Not currently in force as only applicable to active Exclusive Listings

2.05 An Exclusive Listing shall not be accepted by the Association if:

(a) all mandatory data input fields have not been completed (i.e., address, property type, number of bedrooms, number of bathrooms, lot size, square footage, unconditional Trade date, completion date, Buyer Brokerage if applicable, etc.);

(b) the listing is not accompanied by at least one Image;

(c) the listing does not involve a Real Estate Component; and/or

(d) it includes any instruction from a Seller that would relieve the Listing Brokerage or any other Brokerage of any obligations under these Rules.

2.06 All properties that will be or have been Traded separately shall be listed individually. A property may only appear on the Real Estate Listing System once for each listing type at any given time (i.e., there could be a commercial listing and a residential listing but not two residential listings).

2.07 The price of any Exclusive Listing must be shown in Canadian Funds only.

2.08 Listings that relate to assignments of unconditional Trades will be accepted only under the following conditions:

(a) The listing is identified as being an assignment by using the appropriate field.

(b) The Listing Brokerage is solely responsible for the accuracy of the information and for ensuring that should an assignment agreement be consummated, the requirements of the underlying agreement of purchase and sale, whether amended or otherwise, are met.

(c) Where an assignment listing relates to an agreement to purchase a property that is under construction, the property must be, or under the terms of said agreement will be, registered under the Tarion New Home Warranty Program; and the listing will be deemed to be acceptable only where:

i. the builder can demonstrate that they can obtain title to the property no later than the completion date of the original agreement; and

ii. the listing states clearly the terms under which the assignment can be valid (i.e., time constraints, fees/charges, etc.); and

iii. the agreement with the builder is unconditional; and

iv. the assignment listing is signed by the Buyer of the original agreement.

(d) Where an assignment listing relates to an agreement to purchase an existing property, the listing will be deemed to be acceptable only where:

i. The agreement of purchase and sale is unconditional; and

ii. The listing states clearly the terms under which the assignment can be valid (i.e., time constraints, fees/charges, etc.); and

iii. the assignment listing is signed by the Buyer of the original agreement.

(e) Assignments are to include all rights and obligations including chattels, fixtures and rental items of the original agreement.

Note: Not currently in force as only applicable to active Exclusive Listings

2.09 If the Listing Brokerage is willing to allow a Buyer's Representative to show an Exclusive Listing that fact shall be set out in the remarks section of the Listing. The details of any cooperation relating to compensation are to be set out in a separate agreement between the Listing Brokerage and the Buyer Brokerage.

2.10 Every Image submitted to the Real Estate Listing System shall prominently feature the property specific information about the Real Estate Component itself and aspects of the immediate surroundings that relate directly to the Real Estate Component, including, but not limited to, scenery viewed from the Real Estate Component. Notwithstanding anything in these rules, Images may include surrounding amenities, relating to the property provided they are labeled as such.

Amendments to Exclusive Listings and Reporting Trades

2.11 If the completion date for an Exclusive Listing on the Real Estate Listing System changes the Listing Brokerage shall have their Association update the Exclusive Listing with the new completion date.

2.12 If an Exclusive Listing on the Real Estate Listing System does not close then the Listing Brokerage shall have their Association delete the Exclusive listing or cancel the Exclusive Listing in the Real Estate Listing System.

Note: Not currently in force as only applicable to active Exclusive Listings

2.13 If an Exclusive Listing is to be converted to an MLS® Listing then the Exclusive Listing must be cancelled in the Real Estate Listing System.

Note: Not currently in force as only applicable to active Exclusive Listings

ARTICLE 3 — Appointments

3.01 If the Listing Brokerage has indicated they are willing to allow Buyer's Representatives to Show the Property:

(a) appointments to show properties shall be made through the Listing Brokerage or as indicated on the Listing; and

(b) the Listing Brokerage/REALTOR® shall book all appointments for REALTORS® without delay; and

(c) the Seller may suspend showings once there is an accepted Offer.

3.02 If a REALTOR® is unable to keep an appointment, the Listing Brokerage/REALTOR® shall be advised, or the Seller or Tenant shall be advised in a manner consistent with the arrangement between the Listing Brokerage and the Seller prior to the scheduled commencement time of the showing appointment. If the Listing Brokerage/ REALTOR® is required to be at all showing appointments and is not able to keep an appointment, the Listing Brokerage/ REALTOR® shall advise the Buyer Brokerage/ REALTOR®

3.03 Members and Authorized Users may only permit Registrants to use keys or other entry systems for authorized appointments.

3.04 Unless otherwise agreed to in writing by the Seller, a Listing Brokerage shall ensure that a Registrant accompanies a non-Registrant during the entire period said non-Registrant is on the property.

Note: Not currently in force as only applicable to active Exclusive Listings

ARTICLE 4 - Reporting of Trades

4.01 If an Exclusive Listing has been entered into the Real Estate Listing System while active, conditional or unconditional Trades of Exclusive Listings shall be reported by the Listing Brokerage/ REALTOR® no later than 11:59 p.m. on the Business Day following receipt of the deposit or the first installment of the deposit if the deposit is going to be paid in stages. Members and Authorized Users shall not be permitted to avoid reporting an unconditional or conditional Trade by, for example, cancelling an Exclusive Listing between receipt (or anticipated receipt) and acceptance of an Offer, or encouraging a Seller to do so.

4.02 When a condition has been fulfilled or renewed or when any other change occurs on a conditional or unconditional Trade of an Exclusive Listing, the Exclusive Listing shall be updated by the Listing Brokerage/REALTOR® no later than 11:59 p.m. on the Business Day following the change.

4.03 The report of conditional Trades of Exclusive Listings shall include the expiry date of the last of the condition(s) and the term of the escape clause if applicable.

4.04 The report of an unconditional Trade of Exclusive Listings shall include the date of the unconditional Trade, the completion date, the name of the Buyer Brokerage and Buyer's REALTOR® if applicable, and such other information as required by the Association from time to time.

ARTICLE 5 – Representations, Warranties, and Limitation of Liability

5.01 By submitting an Exclusive Listing to the Real Estate Listing System the Listing Brokerage:

(a) grants the Association and ITSO a worldwide, royalty-free, perpetual and irrevocable license to store, use, reproduce, transmit, distribute, modify (including removing metadata), exhibit, prepare derivative works of, add to the Content for the purposes of

operating the ITSO Real Estate Listing System, and for all related and incidental purposes.

(b) represents and warrants to the Association, ITSO, and to all Members and Authorized Users that it owns the Exclusive Listing and has the authority to cause all Content of that Exclusive Listing to be published on the Real Estate Listing System, and that a valid Listing Agreement is, or was in effect when the property was Traded, between the Seller and the Listing Brokerage.

(c) shall indemnify and save the Association and ITSO harmless from any loss to the Association arising out of any claim regarding the Listing Agreement, the Data Input Form and/or publication of the Exclusive Listing on the Real Estate Listing System. This applies regardless of any agreement between the Listing Brokerage and the Seller that attempts to waive or shift the responsibility for the accuracy and/or completeness of the Exclusive Listing and all matters that make up the Exclusive Listing or any information submitted to the Association for inclusion in the Real Estate Listing System database to the Seller or any other Person.

5.02 When submitting a Trade to the Real Estate Listing System, the Listing Brokerage shall indemnify and save the Association and ITSO harmless from any claim against the Association and/or ITSO resulting from the publication of the Trade on the Real Estate Listing System.

5.03 The Association acts solely as publisher of the Real Estate Listing System database and:

(a) is not obligated to or responsible for reviewing the accuracy, the completion/completeness and/or propriety of any Data Input Form or Listing Agreement, and

(b) is not responsible for the accuracy, the completion/completeness and/or the propriety of any Exclusive Listing on the Real Estate Listing System.

5.04 Members and Authorized Users shall not rely exclusively on the information in the Real Estate Listing System as published by the Association when such information is pertinent to the Member or Authorized User's Client, and it can be practicably verified from an independent source.

ARTICLE 6 - Ownership

6.01 The Real Estate Listing System and the Real Estate Listing System database are protected by copyright laws and are owned by the Association and/or ITSO. The Real Estate Listing System and database are licensed products for the exclusive access to and use of Members and Authorized Users. Any unauthorized access to or use of the Real Estate Listing System data is prohibited. The right to access, use, reproduce or download the Real Estate Listing System data is subject to the authority of the Association to permit or prohibit specific uses and is limited to the specific uses permitted by the directors of the Association and/or directors of ITSO from time to time.

6.02 In this Article, use of the Real Estate Listing System database or data means use of any description, including, but not limited to, reproduction, downloading or extraction.

6.03 The Listing REALTOR® shall advise and obtain the Client's authorization that:

(a) all information concerning the Representation Agreement, the properties affected thereby, and the Trades thereunder, shall be available to all Members and their Clients, to all members belonging to other real estate associations that are members of ITSO and their clients, to Authorized Users, and may be used by the Association for the benefit of Members; and

(b) The Association, its Members, and Authorized Users may compile, retain and distribute the Content in the Real Estate Listing System Database, and may compile, retain, and publish any statistical analyses, including historical Real Estate Listing System data based on such information.

6.04 Neither ITSO nor the Association shall not be responsible for any direct or indirect, special or consequential damages or any other obligation or liability arising out of, or in any way connected with, the Real Estate Listing System or the Real Estate Listing System database, including, but not limited to, computer failure or interruption, computer programs used to access the Real Estate Listing System database, late or non-delivery of printed materials, or negligence.

6.05 Members and Authorized Users shall comply with, observe, and be bound by all restrictions, copyright notice or other limitations of access to the Real Estate Listing System and the Real Estate Listing System database and use thereof as may be adopted by the directors of ITSO from time to time.

6.06 Forms made available by the Association are protected by copyright law and may only be used by Members and Authorized Users as specifically authorized by these ITSO Rules or in writing by the directors of the Association. In no instance may any such form be sold or distributed to any third party.

ARTICLE 7 - Authorized and Unauthorized Use

7.01 The Real Estate Listing System data is confidential and shall not be sold or distributed to unauthorized Persons or used in any unauthorized manner.

7.02 Members and Authorized Users are authorized to access the Real Estate Listing System data to assist them in preparing presentations for and representing their Client in a Trade.

(a) Members and Authorized Users may provide a Member Full view of an Exclusive Listing to people or companies that require the listing information to provide advice or to prepare documents related to the Trade of a particular property (e.g., lawyers, banks, etc.).

(b) Members and Authorized Users may use the Member Full view of an Exclusive Listing in order to determine comparables.

7.03 Members and Authorized Users are not authorized to:

(a) use any Images or other copyrighted Content in an Exclusive Listing to create a new Listing for the same property unless authorized in writing by the original Listing Brokerage that uploaded the Images and/or Content to the Real Estate Listing System or by the author of the copyrighted Content who has all necessary rights to grant such a license;

(b) delete or replace any Content (including Images) if such changes would lessen or decrease the usefulness of the Content available in the Real Estate Listing System regardless of the status of the listing;

(e) provide the Member Full view of an Exclusive Listing to a Client;

(d) publish a screenshot, copy, or any form of duplication of Exclusive Listings on the Internet without the permission of the Listing Brokerage;

(e) use Real Estate Listing System data for the purpose of populating another listing service or other database;

(f) alter, modify or reformat the Real Estate Listing System data in any way whatsoever except by individuals authorized by the Listing Brokerage and as authorized by the Association; and/or

(g) use Exclusive Listings for solicitation purposes.

7.04 Authorized use of the Real Estate Listing System database is not transferable to any Person for any reason.

7.05 A Member or Authorized User shall not extend access to or use of the Real Estate Listing System database to anyone not specifically authorized by the Association to access or use the Real Estate Listing System database.

7.06 No use is "unauthorized" if consented to in writing by the Association. Anyone requesting such consent is required to meet all eligibility requirements, and agree to such undertakings, terms and conditions as established by the Association and to execute any agreements in the form provided by the Association.

ARTICLE 8 - Access

8.01 Personal computer access codes and passwords are for the individual's sole and exclusive use and shall only be used by Members and Authorized Users in accordance with this Article. The sale, distribution or disclosure of access codes and passwords to any unauthorized user or the use of such access codes and passwords for any other purpose is prohibited.

8.02 Computer software used to access Real Estate Listing System data shall be used only by Members and Authorized Users in accordance with this Article. Selling or redistributing such programs to any unauthorized user or use of such programs for any other purpose is prohibited.

8.03 The managing Broker of each Brokerage Member shall notify the Association no later than 11:59 p.m. on the Business Day following the day when any Member in their Employ who has been provided with Access Codes and/or Access Programs ceases to be Employed by the Brokerage Member.

ARTICLE 9 - Privacy Compliance Requirements

9.01 In addition to all other requirements contained in these Rules, when dealing with any property that is the subject of an Exclusive Listing, all Listing Brokerages shall obtain the consent of their Clients that is required by the national Privacy Code or is otherwise required by law in order for the Association to collect, use and disclose the listing, Trade and purchase information regarding the property and the transaction on the Real Estate Listing System within the Real Estate Listing System database. Sample language provided in Appendix A can be used for the purpose of complying with this rule.

9.02 Immediately upon request by the Association, a REALTOR® shall provide the Association with proof of the consent described in Section 9.01 above from the REALTOR®'s Client in regard to any property that is the subject of an Exclusive Listing for which the REALTOR®'s Client is the Seller.

9.03 Association information relating to Members, including, but not limited to, lists of names, addresses, telephone and facsimile numbers and e-mail addresses, hereinafter referred to as "Member Lists", is provided to Members for their sole use to assist them in representing their Client in a Trade. The compilation, sale, redistribution or use of Member Lists for any other purpose is prohibited.

ARTICLE 10 - Breaches and Penalties

10.01 Failure to comply with these Rules shall be dealt with in accordance with the professional standards and disciplinary procedures of the Association and/or ITSO as applicable, as well as any other remedies available to the Association as set out in these Rules. Failure to comply with these Rules shall be dealt with by the levying of administrative fees in the amounts determined by the directors of ITSO from time to time.

10.02 In addition to following the Association's professional standards and discipline procedures as set out in the Association’s by-law or ITSO PSC Policy if applicable, prosecute, and if warranted discipline, the Brokerage Member, the Brokerage Member's Managing Broker and/or the Broker Member(s) and/or the Salesperson Member(s) Employed by the Brokerage Member who the Association believes has not complied with any of these Rules.

10.03 The Association may require the Listing Brokerage to deliver copies of any information concerning an Exclusive Listing to the Association, immediately upon the request of the Association, in order for the Association to determine compliance with these Rules. When such a request has been made:

(a) information regarding compensation may be redacted.

(b) failure to provide documentation when requested may result in an automatic fine and/or cause a complaint to be forwarded to the Association’s or ITSO’s professional standards committee as applicable.

10.04 Any Exclusive Listing which fails to meet the requirements set out in these Rules may be removed from the Real Estate Listing System database.

10.05 Any theft, sabotage, unauthorized use of, or unauthorized access to the Real Estate Listing System database or Real Estate Listing System data constitutes a breach of these Rules and shall be dealt with in accordance with the provisions of the ITSO end user license agreement and may result in a complaint being filed with the professional standards committee of the Association or ITSO as appropriate.

10.06 Notwithstanding any fines and/or penalties imposed by the Association and/or ITSO, the Association reserves the right to seek any and all redress and remedies available to it in a civil action against the Person and/or any Member or Authorized User permitting the access to or use of the Real Estate Listing System database by an unauthorized individual.

10.07 In addition to the Association's rights and remedies set out in this Article, the Association reserves the right to immediately terminate a Member or Authorized User's access, without notice, in the event of any unauthorized use of, and/or granting unauthorized access to, the Real Estate Listing System database or any other breaches of the provisions of Articles 7 and 8.

Appendix A - Language to replace section 12 of the OREA Listing Agreement form 200

The Seller consents to the collection, use and disclosure of personal information by the Listing Brokerage for the purpose of providing the services set out in this Agreement including, but not limited to:

- Listing the Property;
- Advertising the Property using any medium including the Internet;
- Disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; and
- Such other use of the Seller's personal information as is consistent with listing and marketing of the Property.

If the Seller provides any personal information regarding a third party, the Seller is responsible for providing appropriate advance notice to, and obtaining consent from, all relevant individuals, in a form that complies with all applicable laws, as needed to collect, use and disclose such personal information as described herein. The Seller represents and warrants that the Seller has not provided (and will not provide) any personal information about any third party who has not provided valid consent in accordance with applicable privacy and data protection laws.

The Seller authorizes the Listing Brokerage to obtain information about the Property, which may include personal information, from regulatory authorities, governments, mortgagees, or other sources. The Seller agrees to execute and deliver further authorizations if reasonably required for the Listing Brokerage or Designated Representative(s) to obtain such information.

The Seller consents to the collection, use and disclosure of personal information by the Listing Brokerage or Designated Representative(s) for the purpose of listing and marketing the property, including but not limited to entering listing information, sale information, and documents provided by or on behalf of the Seller into the cooperative selling systems databases including but not limited to sold prices, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions (the "**Listing Content**").

The Seller acknowledges that the cooperative selling systems and databases are owned by real estate boards and associations, and to the fullest extent permitted by applicable law, can be licensed, resold, or otherwise dealt with by the boards and associations. The Seller grants the Listing Brokerage and/or Designated Representative(s) a royalty-free, fully paid-up right to allow the real estate boards and associations that own the cooperative selling systems to reproduce, store, modify, translate, distribute, exhibit, transmit, create derivative works of, and otherwise use the Listing Content in perpetuity for the purpose of operating the cooperative selling system and for all related and incidental purposes. The Seller consents to the Listing Brokerage or Designated Representative disclosing the Listing Content to foreign brokerages, for the purpose of advertising the properties to foreign

buyers, by entering the Listing Content into cooperative selling systems and databases. Such databases may be owned by ITSO or the foreign real estate board or association.

The Seller further acknowledges that the real estate boards and associations may during the term of the listing and thereafter:

Distribute the Listing Content to any persons authorized to use the cooperative selling system, which may include other brokerages, government departments, appraisers, municipal organizations and others;

- Generate, compile, retain, and publish any statistics including historical data;
- Retain, reproduce, analyze and display the Listing Content, which may be used by real estate brokerages, appraisers, and/or cooperative listing system operators to conduct comparative analyses; and
- Make such other use of the Listing Content as is necessary for the purpose of listing, marketing, and selling of real estate.

The Seller acknowledges that the Listing Content may be stored in databases located outside of Canada, in which case such information is subject to the laws of the jurisdiction where the information is located and may be accessible to courts, law enforcement, and national authorities pursuant to such laws.

The Seller's consent and license provided in this section shall survive cancellation of this Agreement. Seller may withdraw consent during the currency of the listing agreement by cancelling the listing agreement with their listing brokerage. Further, the Seller may withdraw consent after the property has sold or the listing agreement has expired by contacting privacy@itsosystems.ca. If consent is withdrawn, ITSO shall, in its sole discretion, delete or anonymize the personal information provided.