

# Ontario Regional Technology & Information Systems, Inc. Brokerage Member Data Access Agreement for Virtual Office Website (VOW)

This **AGREEMENT** is made and entered into by Ontario Regional Technology & Information Systems, Inc. ("ORTIS"), with offices at 221 Woodlawn Rd W. C6, Guelph, ON ; the real estate brokerage identified as "Brokerage Member" on the signature page below ("**Brokerage Member**"); the subscriber members affiliated with Brokerage Member that are identified on the signature page and in Exhibit A, if any (collectively the "**Subscriber Member Party**"); and the individual or business association identified as "Authorized Technology Partner" on the signature page below, if any ("**Affiliated Technology Partner**" or "**ATP**").

## DEFINITIONS

1. For purposes of this Agreement, the following terms shall have the meanings set forth below.

**Brokerage Member-Related Persons:** ATP, if any, and employees of Brokerage Member who are not Salespersons or broker/managers.

**Confidential Information:** "Confidential Information" means information or material proprietary to a party or designated "confidential" by the party and not generally known to the public that the other parties may obtain knowledge of or access to as a result of this Agreement. Confidential Information includes, but is not limited to, the following types of information (whether in oral, visual, audio, written or other form): (a) all ORTIS Data, except to the extent to which this Agreement and the ORTIS Policies permit its disclosure; (b) IP addresses, access codes and passwords; (c) any information that ORTIS obtains from any third party that ORTIS treats as proprietary or designates as Confidential Information, whether or not owned or developed by ORTIS; (d) any information designated as confidential or private by any applicable provincial, federal, local or other law, regulation or directive; and (e) any claims and evidence presented by any party in any arbitration under this Agreement. Confidential Information does not include information that is or becomes publicly available by other than unauthorized disclosure by the receiving party hereunder; independently developed by the receiving party; received from a third party who has obtained and disclosed it without breaching any confidentiality obligations or agreements; or already possessed by the receiving party at the time of its disclosure.

**Data Interface:** The transport protocols and data storage formats provided by ORTIS for use by Brokerage Member, Subscriber Member Party, and ATP; ORTIS may modify the Data Interface in its sole discretion from time to time.

**Brokerage Internal Use:** Any use of those portions of the ORTIS Data relating to Brokerage Member's own listings; and any use of those portions of the ORTIS Data relating to listings of Participants other than Brokerage Member that exposes ORTIS Data only to Brokerage Member-Related Persons and to Salespersons affiliated with Brokerage Member, subject to the ORTIS Policies.

**VOW:** Use and display of portions of the ORTIS Data under the "Electronic Display of Listings of Other Members (VOW and IDX)" VOW provisions of the ORTIS Policies.

**Mobile Applications:** Any displays of VOW data authorized by ORTIS Policies and listed in Exhibit A that are not web sites. "Mobile Applications" does not include mass media display of ORTIS Data.

**ORTIS Data:** Data relating to real estate for sale, previously sold, or listed for sale, and to ORTIS Participants (including text, photographs, and all other data formats now known or hereafter invented) entered into ORTIS's databases by ORTIS Participants and ORTIS, or on their behalf.

**ORTIS Policies:** ORTIS's Rules and Regulations, as amended from time to time, and any operating policies promulgated by ORTIS.

**Participant:** This term has the meaning given to it in the ORTIS Policies. For purposes of this Agreement, "Participant" does not apply to

participants of MLS® System's other than ORTIS. Where applied in this Agreement to Participants other than Brokerage Member, "Participant" also includes Salespersons affiliated with those Participants for whom the Participants are responsible under the laws of the Province of Ontario.

**Salesperson:** Any person holding a real estate license in Province of Ontario who is not a Participant but who is subject to a Participant's supervision under the laws of Province of Ontario.

**Second Level Domain:** "Second Level Domain" has the meaning given to it in this paragraph. "**URL**" means a web address, including the "http://" and any material appearing after a slash in the address. "**Domain Name**" means a URL, less the "http://" and any material appearing to the right of the next slash ("/") in the address. (So for example, in the URL "http://janesmith.abcrealty.com/homepage.html", the Domain Name is "JANESMITH.ABCREALTY.COM".) "**Top Level Domain**" means the portion of the Domain Name to the right of the right-most period. (In the example, "COM".) "**Second Level Domain**" means that portion of a domain name to the left of the right-most period, up to the second period from the right, if any, plus the Top Level Domain. (In the example, "ABCREALTY.COM".) "**Third Level Domain**" means that portion of a domain name to the left of the second period from the right, if any, up to the third period from the right, if any, plus the Second Level Domain. (In the example, "JANESMITH.ABCREALTY.COM".)

**Subscriber Member Party:** means a Salesperson Member or Broker Member who is also a registrant and a REALTOR® and who meets all eligibility requirements as outlined in the Regional MLS® Rules.

**VOW:** Use and display of portions of the ORTIS Data under the "Electronic Display of Listings of Other Members (VOW and IDX)" VOW provisions of the ORTIS Policies.

## ORTIS'S OBLIGATIONS

2. ORTIS grants to Brokerage Member and Subscriber Member Party a non-exclusive, world-wide license to make copies of, display, perform, and make derivative works of the ORTIS Data, and the right to sublicense the same to ATP, during the term of this Agreement, only to the extent expressly permitted by and subject at all times to the terms and restrictions of this Agreement; any other use of the ORTIS Data is hereby prohibited. All licenses hereunder shall terminate upon the termination of this Agreement. This Agreement is a non-exclusive license, and not a sale, assignment, or exclusive license. ORTIS retains all rights not expressly granted herein.

3. ORTIS agrees to provide to Brokerage Member, Subscriber Member Party, and ATP, during the term of this Agreement, (a) access to the ORTIS Data via the Data Interface under the same terms and conditions ORTIS offers to other ORTIS Participants; (b) seven days' advance notice of changes to the Data Interface; and (c) seven days' advance notice of changes to the ORTIS Policies. ORTIS does not undertake to provide technical support for the Data Interface or the ORTIS Data. The Data Interface, together with access to the ORTIS Data, may from time-to-time be unavailable, whether because of technical failures or interruptions, intentional downtime for service or changes to the Data Interface, or otherwise. Any interruption of access to the Data Interface or ORTIS Data shall not constitute a default by ORTIS under this Agreement.

## BROKERAGE MEMBER'S OBLIGATIONS

4. Brokerage Member and Subscriber Member Party shall comply with the ORTIS Policies at all times. In the event of any perceived conflict between the ORTIS Policies and this Agreement, the ORTIS Policies shall govern.

5. Brokerage Member and Subscriber Member Party shall use the ORTIS Data obtained under this Agreement for VOW use only. Any other use

is strictly prohibited. Brokerage Member and Subscriber Member Party shall not make the ORTIS Data or the Confidential Information available to any third party unless expressly authorized to do so under this Agreement. Brokerage Member and Subscriber Member Party may display the ORTIS Data on web sites and Mobile Applications only to the extent permitted by the ORTIS Policies and then only on a site or sites resident at the Second Level and Third Level Domain(s) and Mobile Applications indicated on the signature page and in Exhibit A of this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

6. Brokerage Member and Subscriber Member Party acknowledge that ownership and use rights relating to copyrights in the ORTIS Data are defined in the ORTIS Policies or in the terms of the participant and subscriber agreements between ORTIS Brokerage Member and Subscriber Member Party, or both. Brokerage Member and Subscriber Member Party shall not challenge or take any action inconsistent with ORTIS's ownership of or rights in the ORTIS Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

7. If ORTIS notifies Brokerage Member or Subscriber Member Party of a breach of the ORTIS Policies or this Agreement, Brokerage Member and Subscriber Member Party shall hold ATP harmless from any liability arising from ATP's cooperation with ORTIS under Paragraph 10.

8. Brokerage Member and Subscriber Member Party shall pay the fees, if any, that ORTIS (or its member associations) customarily charges other ORTIS Participants for data access. Brokerage Member and Subscriber Member Party acknowledge receipt of ORTIS's current schedule of such fees, if any. ORTIS may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to Brokerage Member and Subscriber Member Party. Brokerage Member and Subscriber Member Party shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

9. Brokerage Member is surety for Subscriber Member Party's and ATP's obligations under this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

## ATP'S OBLIGATIONS

10. ATP shall immediately correct any breach of this Agreement or violation of the ORTIS Policies within its control, whether committed by Brokerage Member, Subscriber Member Party, or ATP, upon notice from ORTIS.

11. ATP acknowledges that (as among the parties to this Agreement) Brokerage Member and ORTIS possess all right, title, and interest in all copyrights in the ORTIS Data. ATP shall not challenge or take any action inconsistent with ORTIS's and Brokerage Member's ownership of or rights in the ORTIS Data. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

12. ATP shall not make the ORTIS Data or the Confidential Information available to any third party, except on behalf of Brokerage Member and Subscriber Member Party and in a manner consistent with Brokerage Member's and Subscriber Member Party's obligations under Paragraphs 4 through 9 of this Agreement; nor shall it make any other use of the ORTIS Data, whether commercial or personal. **In the event that ATP provides services to Participants other than Brokerage Member (or to Salespersons affiliated with Brokerage Member other than the Subscriber Member Party), ATP must enter separate contracts with ORTIS. ATP must ascertain, using the Data Interface on a daily basis, that each Participant to which ATP provides services remains an eligible Participant; and in the case of Salespersons, that each Subscriber Member Party remains affiliated with Brokerage Member. Failure to comply with the provisions of this paragraph, will result in ORTIS terminating all of ATP's access to the ORTIS Data under this Agreement and all similar agreements.** The provisions of this paragraph

shall survive the expiration or other termination of this Agreement in perpetuity.

13. ATP warrants that any effort or use of the ORTIS Data will not constitute patent infringement of any third party. The provisions of this paragraph shall survive the expiration or other termination of this Agreement in perpetuity.

14. ATP shall pay the fees, if any, that ORTIS customarily charges other ATPs for data access. ATP acknowledges receipt of ORTIS's current schedule of such fees, if any. ORTIS may in its sole discretion establish or modify its schedule of fees upon 30 days' written notice to ATP. ATP shall be liable for all costs, including reasonable attorney fees, associated with collecting amounts due under this Agreement.

15. ATP is surety for Brokerage Member's and Subscriber Member Party's obligations to pay fees under Paragraph 8. The provisions of the preceding sentence shall survive the expiration or other termination of this Agreement in perpetuity. ATP shall notify ORTIS within five business days of any change to the information relating to it in this Agreement, including change of its corporate name or address.

## AUDITS OF COMPLIANCE

16. ORTIS may engage an independent third party to, review, inspect, and test the books, records, equipment, and facilities of Brokerage Member, Subscriber Member Party, and ATP to the extent reasonably necessary to ascertain Brokerage Member's, Subscriber Member Party's, and ATP's compliance with this Agreement ("Audit"). ORTIS may conduct an Audit upon any notice reasonable under the circumstances. Audit activities may include, without limitation, obtaining full access to Brokerage Member's, Subscriber Member Party's, and ATP's web sites, Mobile Applications, and systems to ensure that ORTIS Data is displayed in accordance with the ORTIS Policies; using all features available to end-users of Brokerage Member's, Subscriber Member Party's, and ATP's systems that employ the ORTIS Data; and posing as consumers to register and test services Brokerage Member, Subscriber Member Party, and ATP make available to consumers using the ORTIS Data. ORTIS shall pay the costs it incurs, and the out-of-pocket costs Brokerage Member, Subscriber Member Party, and ATP incur, as part of any Audit; provided, however, Brokerage Member or Subscriber Member Party shall be liable for all costs of any Audit that discloses that Brokerage Member, Subscriber Member Party, or ATP has breached this Agreement. The provisions of this paragraph shall survive the expiration or other termination of this Agreement for one year.

## CONFIDENTIAL INFORMATION

17. The parties shall protect the Confidential Information with the same degree of care they take to protect their own sensitive business information of like kind, but in no event less than reasonable care. A party may disclose Confidential Information if such disclosure is required by law or court order; provided, however, that such party makes commercially reasonable efforts to notify the others in writing in advance of disclosure. Within five days after termination of this Agreement, the receiving party shall return to the disclosing party all Confidential Information of the disclosing party. The receiving party shall also erase or destroy Confidential Information stored on magnetic media or other computer storage. An officer of the receiving party shall certify in writing that all materials have been returned or destroyed.

## TERM AND TERMINATION

18. The term of this Agreement begins on the date that ORTIS signs it. This Agreement shall terminate upon the occurrence of any of the following events: (a) immediately upon termination of Brokerage Member's privileges as a Participant in ORTIS; (b) 30 days after any party's notice to the others of its intent to terminate; (c) immediately upon any party's notice to another that the other has breached this Agreement; (d) immediately upon Brokerage Member's notice to ATP that ATP is no longer designated to provide VOW to it; (e) with regard to any Subscriber Member Party, immediately upon any

event that results in the Subscriber Member Party no longer being affiliated with Brokerage Member; (f) as provided in Paragraphs 28 and 31.

19. In the event Brokerage Member's privileges as a Participant (or Subscriber Member Party's privileges of affiliation with Brokerage Member) are terminated while this Agreement is in effect, and ORTIS subsequently reinstates those privileges, this Agreement shall automatically be reinstated if ORTIS resumes its obligations under Paragraphs 2 and 3. In the event Brokerage Member, Subscriber Member Party, or ATP breaches this Agreement and entitles ORTIS to terminate under Paragraph 18, ORTIS may in its sole discretion suspend its performance instead of terminating this Agreement. ORTIS may make this election by notice to the other parties within three days after the initiation of the suspension. Brokerage Member's, Subscriber Member Party's, and ATP's obligations hereunder continue during any period of suspension. In the event of any suspension or termination of this Agreement, Brokerage Member, Subscriber Member Party, and ATP shall make no further use of the ORTIS Data or any derivative works based on it (except the portions of it relating to Brokerage Member's own listings) until and unless Brokerage Member's or Subscriber Member Party's rights under this Agreement are restored.

## GENERAL PROVISIONS

20. **Applicable law.** This Agreement shall be governed by and interpreted according to the laws of the Province of Ontario, without regard to its conflicts and choice of law provisions.

21. **Survival of Obligations.** The "Definitions," "Confidential Information," and "General" provisions of this Agreement shall survive its termination or expiration in perpetuity. Other provisions shall survive according to their terms.

22. **ORTIS's Remedies.** (a) Injunctive relief: Because of the unique nature of the ORTIS Data and Confidential Information, Brokerage Member, Subscriber Member Party, and ATP acknowledge and agree that ORTIS would suffer irreparable harm in the event that any of them breaches or threatens to breach its obligations under this Agreement, and that monetary damages would be inadequate to compensate ORTIS for a breach. ORTIS is therefore entitled, in addition to all other forms of relief, to injunctive relief to restrain any threatened, continuing or further breach by Brokerage Member, Subscriber Member Party, or ATP, or any one of them, without showing or proving any actual damages sustained by ORTIS, and without posting any bond. (b) Liquidated damages: Brokerage Member, Subscriber Member Party, and ATP acknowledge that damages suffered by ORTIS from access to the ORTIS Data by an unauthorized third party as a result of disclosure of any passwords or an unauthorized disclosure of the ORTIS Data to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to ORTIS to enter into this Agreement, Brokerage Member, Subscriber Member Party, and ATP agree that in the event Brokerage Member, Subscriber Member Party, Brokerage Member-Related Persons, or ATP, or its employees, agents, or contractors, disclose any password to access the ORTIS Data or disclose the ORTIS Data itself to any unauthorized third party, regardless of whether such disclosure is intentional or negligent, Brokerage Member, Subscriber Member Party, and ATP shall be liable to ORTIS for liquidated damages in the amount of \$15,000 for each such disclosure and termination of this Agreement. Liability of Brokerage Member, Subscriber Member Party, and ATP under this paragraph is joint and several.

23. **Limitation of liability/exclusion of warranties. IN NO EVENT SHALL ORTIS BE LIABLE TO BROKERAGE MEMBER, SUBSCRIBER MEMBER PARTY, OR ATP FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES (EVEN IF ORTIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR LOST PROFITS ARISING FROM THIS AGREEMENT OR ANY BREACH OF IT. IN NO EVENT SHALL ORTIS BE LIABLE TO BROKERAGE MEMBER, SUBSCRIBER MEMBER PARTY, OR ATP FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES BROKERAGE MEMBER, SUBSCRIBER MEMBER PARTY, AND ATP HAVE PAID**

**ORTIS, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) \$100. BROKERAGE MEMBER, SUBSCRIBER MEMBER PARTY, AND ATP ACKNOWLEDGE THAT ORTIS PROVIDES THE ORTIS DATA ON AN "AS-IS," "AS-AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTY OF TITLE, NON-INFRINGEMENT, AND ACCURACY. ORTIS SHALL NOT BE LIABLE TO BROKERAGE MEMBER, SUBSCRIBER MEMBER PARTY, OR ATP FOR ANY CLAIM ARISING FROM INACCURACIES IN THE ORTIS DATA, ANY FAILURE TO UPDATE THE ORTIS DATA PROMPTLY, OR THE ORTIS DATA'S INADEQUACY FOR ANY PARTICULAR USE, WHETHER PERSONAL OR COMMERCIAL. ORTIS makes no warranty, including those regarding title, availability, or non-infringement, regarding trademarks licensed under this Agreement, if any.**

24. **Dispute resolution.** Except as provided below, all disputes, controversies, differences or claims arising out of, in relation to, or in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, including, without limiting the generality of the foregoing, any question regarding its existence, validity, interpretation, performance, breach or termination, as well as non-contractual claims, shall be finally resolved by arbitration under the Arbitration Rules of the ADR Institute of Canada, Inc. The seat of arbitration shall be Toronto, Ontario, Canada, there shall be one arbitrator, and the language of arbitration shall be English. The arbitral award shall be final and binding and not subject to any appeal. Notwithstanding the above, to the extent that ORTIS claims that Brokerage Member, Subscriber Member Party, or ATP has violated the ORTIS Policies, but does not claim that the facts giving rise to such violation also constitute a breach of this Agreement, the alleged violation of ORTIS Policies shall be resolved according to the disciplinary procedures set out in the ORTIS Policies. Further, and for greater certainty, if ORTIS claims that Brokerage Member, Subscriber Member Party, or ATP has violated the ORTIS Policies and that such violation also constitutes a breach of this Agreement, such dispute shall be resolved by arbitration as provided above.

25. **Indemnification.** Subject to Paragraph 23, in the event a party breaches any provision of this Agreement, that party (the "**Indemnifying Party**") shall indemnify the other parties, their subsidiaries and affiliated companies, and all their respective employees, directors, agents, and authorized successors and assigns (the "**Indemnified Parties**"), against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from each claim of any third party resulting from the breach. ATP indemnifies ORTIS, ORTIS's members, Brokerage Member, Subscriber Member Party, or customers of ORTIS, Brokerage Member, or Subscriber Member Party, to whom ATP provides a product or service using ORTIS Data, against any and all losses, damages, and costs (including reasonable attorneys' fees) arising from any third party claim of patent infringement or other infringement of intellectual property right, except for such claims that are based solely on the ORTIS Data. The Indemnified Parties shall (a) promptly notify the Indemnifying Party of any claim and give the Indemnifying Party the opportunity to defend or negotiate a settlement of any such claim at the Indemnifying Party's expense, and (b) cooperate fully with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling any claim. The Indemnified Parties shall be entitled to engage their own local counsel at the Indemnifying Party's expense.

26. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed to the parties at their respective addresses set forth herein or such other address of which any party may advise the others in writing during the term of this Agreement; and shall be effective the earlier of the date of receipt or three days after mailing or other transmission.

27. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.

28. **No Assignment.** No party may assign or otherwise transfer any of its rights or obligations under this Agreement to any other party without the prior written consent of all other parties to this Agreement. Any purported assignment or delegation in contravention of this paragraph is null and void, and shall immediately cause this Agreement to terminate.

29. **Entire Agreement; Amendment.** Subject to ORTIS Policies, this Agreement contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings, whether oral or written, relating to the same. ORTIS may amend this agreement by providing 30 days' advance notice of the amendment to all other parties; if any party continues to use the Data Interface or the ORTIS Data after the expiration of the 30-day notice period, that party will be deemed to have agreed to the terms as amended.

30. **Relationship of the Parties.** The parties hereunder are independent contractors. No party shall be deemed to be the agent, partner, joint venturer, franchisor or franchisee, or employee of ORTIS or have any authority to make any agreements or representations on the behalf of ORTIS.

Each party shall be solely responsible for the payment of compensation, insurance, and taxes of its own employees.

31. **Severability.** Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the parties, the invalid or unenforceable provision shall be replaced, if possible, with a valid provision which most closely approximates the intent and economic effect of the invalid provision. In the event any provision of the limitation of liability, exclusion of warranties, or indemnification is held invalid or unenforceable, this Agreement shall immediately terminate.

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# Ontario Regional Technology & Information Systems, Inc. Brokerage Member Data Access Agreement

Under this Agreement, **BROKERAGE MEMBER AND SUBSCRIBER MEMBER PARTY ARE PERMITTED TO WORK ONLY WITH THE ATP NAMED HERE.** If Brokerage Member or Subscriber Member Party chooses to engage a different ATP or additional ATPs, Brokerage Member must enter into a new version of this Agreement with ORTIS and each such ATP. Under this Agreement, **ATP IS PERMITTED TO WORK ONLY WITH THE BROKERAGE MEMBER AND SUBSCRIBER MEMBER PARTY NAMED HERE.** ATP may not use data obtained under this Agreement to provide any services to Participants other than Brokerage Member, or with Salespersons affiliated with Brokerage Member except the Subscriber Member Party. ATP must enter into a new version of this Agreement with ORTIS and each additional Participant or amend this Agreement with ORTIS to add additional Salespersons affiliated with Brokerage Member as Subscriber Member Parties.

If Brokerage Member or Subscriber Member Party will perform its own technical work and there is no ATP party to this Agreement, Brokerage Member should cross out the ATP signature box and all provisions related to ATP hereunder shall be deemed to equally apply to the Brokerage Member. If this Agreement is for services to Brokerage Member only, and there is no Subscriber Member Party, Brokerage Member should cross out the Subscriber Member Party signature box.

<p><b>ORTIS:</b> Ontario Regional Technology &amp; Information Systems, Inc.</p> <p>Signature _____</p> <p>Name _____</p> <p>Date: _____        (effective date of this Agreement)</p> <p><b>Contact for notices and operations matters</b></p> <p>Name: RETS Manager        Phone _____        Email: retsadmin@onregional.ca</p>	<p><b>AFFILIATED TECHNOLOGY PARTNER (ATP)</b></p> <p>ATP name. _____</p> <p>Signature of owner or officer _____</p> <p>Name of owner or officer _____</p> <p><b>Contact for notices and operations matters</b></p> <p>Name: _____        Phone _____        Email: _____        Mailing: _____</p>
<p><b>BROKERAGE MEMBER</b></p> <p>Brokerage Member name _____</p> <p>Signature of owner or officer _____</p> <p>Name of owner or officer _____</p> <p><b>Contact for notices and operations matters</b></p> <p>Name: _____        Phone: _____        Email: _____        Mailing: _____        Second or Third Level Domain or Mobile Application: _____</p> <p>(If more than one will be used, specify each in Exhibit A.)</p>	<p><b>SUBSCRIBER MEMBER PARTY</b></p> <p>(If there is more than one, have each named and sign on Exhibit A.)</p> <p>Subscriber Member Party name _____</p> <p>Signature of Subscriber Member Party _____</p> <p><b>Contact for notices and operations matters</b></p> <p>Name: _____        Phone: _____        Email: _____        Mailing: _____        Second or Third Level Domain or Mobile Application: _____</p> <p>(If more than one will be used, specify each in Exhibit A.)</p>

# Ontario Regional Technology & Information Systems, Inc. Brokerage Member Data Access Agreement

## Exhibit A – Additional Requirements

1. **Additional Domains and Mobile Applications.** In addition to the Second and Third Level Domains specified on the signature page Brokerage Member, Subscriber Member Party, and ATP may display ORTIS Data subject to the terms of this Agreement at the following Second and Third Level Domains and Mobile Applications (attach additional pages if necessary):

2. **Additional Subscriber Member Parties:** If there are two or more Subscriber Member Parties, each Subscriber Member Party after the first is identified by name here, and each must sign this Agreement. Each Subscriber Member Party listed here consents to ORTIS making communications and notices under this Agreement to Brokerage Member only. (Attached additional pages if necessary.)

Name Signature

Name Signature

Name Signature

Name Signature

Name Signature

Name Signature

Name Signature