

## TERMS OF SERVICE TO BROKERS

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The Confia real estate agency ("Confia," "we," "us," and "our") provides a referral service (the "Service") by which potential clients interested in buying or selling property are referred to a broker (the "Broker").

The Service is subject to the terms and conditions outlined below (the "Terms of Service"). In these Terms of Service, "Client" means a client referred by Confia to a Broker. For readability, the words "you" and "your" are used to refer to the Broker.

1. **Eligibility Conditions.** To register for the Service, you must hold a valid brokerage licence issued by the Organisme d'autoréglementation du courtage immobilier du Québec ("OACIQ") and undergo a verification of disciplinary notices and penalties. You understand that if a disciplinary history is found, it may affect your eligibility to join the Service.
2. **Broker's Obligations.** In order to use the Service, you undertake: (i) not to disparage or harm the image or reputation of Confia or any other entity belonging to the [EspaceProprio group of companies](#); (ii) to conduct yourself professionally in all Client interactions, including on social media; (iii) to provide complete and accurate information in your profile and update your information as appropriate; (iv) to provide all necessary information as soon as all the conditions of the transaction are fulfilled, excluding the notary appointment, so that the referral fee can be invoiced to your agency; (v) to follow Confia's administrative processes; and (vi) to use the Confia Broker Zone app to update your projects.
3. **Client Satisfaction.** On the understanding that Client satisfaction is a top priority for us, you acknowledge that Confia will regularly conduct satisfaction surveys with its Clients to obtain feedback on the quality of your services, in particular with regard to the following:
  - Client onboarding;
  - Courtesy and professionalism;
  - Attention and understanding of the Client needs;
  - Clarity of explanations about the transaction process and market conditions;
  - Availability and responsiveness to Clients; and
  - Transparency about all aspects of the transaction.

Confia reserves the right to terminate the Service if Client satisfaction levels indicated in the surveys are inadequate.

4. **Referral Fees.** By using the Service, you agree to share your commission and undertake to pay Confia the equivalent of twenty-five percent (25%) of the commission received from any transaction for which a buying or selling Client was referred to you under the Service. This payment must be made within thirty (30) days of the closing date of the transaction before a notary.
5. **Termination of Service.** Either the Broker or Confia may terminate the Service by providing thirty (30) days' written notice to the other party. Confia also reserves the right to terminate the Service immediately upon written notice in the following circumstances:
  - a. If you fail to comply with any of the Terms of Service; or
  - b. If you act in a manner to avoid sharing a commission with Confia, for example by persuading a Client not to use Confia tools or asking a Client to terminate their brokerage contract with you to sign a new one outside of the Service.
6. **Consequences of Termination of Service.** If the Service is terminated for any reason whatsoever, Confia is entitled to a referral fee for: (i) any brokerage contracts in effect with a Client on the date the Service is terminated, regardless of the date of the transaction; and (ii) any transaction concluded by a Client who was referred to you by Confia prior to the termination date but with whom a brokerage contract was signed after such date.
7. **Trademarks.** You acknowledge that you have no right, title or interest in or to the Confia brand or logo. You may not under any circumstances use the Confia name, brand or logo or any variation thereof in your advertising or marketing activities or in any documents prepared by you, for you or as instructed by you, unless you obtain prior written consent from Confia. For the purposes of promoting the Service, you may use only the sales materials and other items provided or made available by Confia.
8. **Photography.** Confia owns the copyright of all photographs taken by Confia or its representatives in relation to a sale project. You undertake to use the photographs provided by Confia only in relation to and for the purpose of Client transactions.
9. **Confidentiality and Protection of Personal Information.** You acknowledge that the information consulted, provided or otherwise shared in relation to the Service contains or is likely to contain confidential information that is not public knowledge concerning Confia's past, present and future business, operations and Service, including information about Clients that is considered to be "**Personal Information**" (collectively "**Confidential Information**"). You undertake to keep the Confidential Information confidential and not to disseminate, disclose, publish, share, sell or distribute such information without Confia's express prior written consent. You undertake to use the Confidential Information only in connection with the Service and for the purpose of Client transactions. You undertake to implement and apply

the necessary measures to ensure that Confidential Information remains confidential and secure and to delete it upon termination of the Service (for Confidential Information) or the brokerage contract (for Personal Information). You undertake to ensure strict compliance with applicable privacy legislation, including the *Act Respecting the Protection of Personal Information in the Private Sector*, CQLR chapter P-39.1, for the collection, use, consultation, communication, transmission, disclosure, storage and destruction of Personal Information.

10. **No representation or warranty.** The Service provides you with the opportunity to be introduced to potential clients for the sale or purchase of property. No representations or warranties are made to the Broker in relation to the Service. Furthermore, no representations or warranties are made to the Broker as to whether a Client will use your services; Clients are free to select the Broker of their choice among those presented to them.
  
11. **Miscellaneous.**
  - a. **Amendments.** Confia may unilaterally and without notice amend, restrict, suspend or cancel any of the terms or conditions of the Service. Any such amendment, restriction, suspension or cancellation will be posted online on the website Confia.ca. The version of the Terms of Service published online on the website Confia.ca takes precedence over any other version.
  - b. **Governing law and forum.** The Terms of Service are governed by and interpreted in accordance with the laws of the province of Quebec and the federal laws of Canada applicable in Quebec, without regard to conflict of law principles and any dispute arising from the use of the Services shall be submitted to the jurisdiction of the courts of the judicial district on Montreal.
  - c. **No waiver.** No waiver of any of the provisions of these Terms of Service will be binding on Confia or the Broker, unless made in writing and signed by the party entitled to grant such waiver.