

TERMS AND CONDITIONS OF THE CONFIA APPROVAL PROGRAM

The Confia Approval Program (hereinafter the "**Program**"), offered by Nestor, is managed by the real estate agency 8495122 Canada Inc. (hereinafter the "**Agency**", "**we**", "**our**" or "**us**"). The Program allows brokers who have joined the Program (hereinafter "**Brokers**" or "**Approved Brokers**") to obtain referrals for potential clients, whether sellers or buyers, for the sale or purchase of a property.

The terms and conditions of the Program ("**Terms and Conditions**") are set forth herein. Membership in the Program and the maintenance of said membership is subject to acceptance of and compliance with the Terms and Conditions. In the Terms and Conditions, "**Client**" means a client referred by the Agency to a Broker, and "**you**", "**your**", or "**yours**" is used to designate the Broker in order to make the text easier to read.

1. **Program Eligibility Criteria.** To join the Program, you must meet the following eligibility criteria (collectively, the "**Eligibility Criteria**"):

- Hold a valid brokerage license from the Organisme d'autoréglementation du courtage immobilier du Québec ("**OACIQ**");
- Be subject to a verification of disciplinary records on file at the OACIQ, which will be considered in the assessment of your eligibility;
- Be authorized to carry out real estate brokerage activities in the fields of practice required for the real estate projects that will be submitted to you;
- Have an up-to-date continuing education record; and
- Accept these Terms and Conditions.

2. **Conditions for maintaining your membership in the Program.** To maintain your membership in the Program, you must at all times comply with the Eligibility Criteria and with the following Program quality requirements (collectively the "**Confia Quality Standards**"):

a) **Service quality:** The Broker must offer quality services to the Client. As such, the Broker undertakes in particular to:

- Prepare and sign the brokerage agreement and any other document that is necessary to adequately represent the Client, whether they are a seller or buyer;
- Communicate with the Client on the same day the Client is referred to them;

- Be courteous at all times;
 - Be attentive to the Client and clearly identify their needs;
 - Ensure that the Client fully understands the different stages of the transaction;
 - Ensure a rigorous follow-up with the Client at each stage of the project;
 - Comply with the marketing and collaboration rules issued by the Quebec Professional Association of Real Estate Brokers (QPAREB) regarding the listing of a property on a multiple listing service, such as Centris or MLS®;
 - Show transparency in all aspects of the transaction;
 - Provide the Client with regular and timely reports on the progress of their research (in the case of a purchase project), property showings (in the case of a sale project), and, in general, information regarding market conditions;
 - Use the Confia Broker Zone mobile app, in particular the project update functionality;
 - Demonstrate availability to the Client;
 - Collaborate with the other stakeholders in the transaction;
 - In the case of a sale project, present to the Client without delay any promise to purchase received on the property;
 - Always negotiate in the interest of the Client, in particular by basing their recommendations in relation to price on a comparative market analysis;
 - Show professionalism in all steps of a transaction, particularly in the fulfilment of conditions;
 - Be present during all steps of the transaction, including during the inspection and signing of the documents concerning the property transaction before the notary;
 - Notify the Agency within twenty-four (24) hours of receiving a complaint or notice from the following persons or organizations:
 - Any verbal or written complaint received from a Client;
 - Any notice from the OACIQ or the QPAREB that a complaint has been filed against them; or
 - Any disciplinary notice.
 - Not degrade or damage the image or reputation of the Agency; and
 - Demonstrate professional behavior in all interactions, including on social media.
- b) Properties shown: The Broker must present to the Client all the properties offered on the market that meet their needs, regardless of whether they are offered for sale by a real estate broker, by an owner using a for-sale-by-owner (FSBO) service, or by an owner acting alone.
- c) Replacement: A Broker who must be replaced in the context of an ongoing mandate must first obtain the written consent of the Agency.

d) Administrative rules: The Broker must:

- Provide complete and accurate information under their personal profile and update their information when necessary;
- Provide all information and documents required by the Agency as soon as the conditions of a transaction are lifted, with the exception of going to a notary, so that the invoice for referral fees may be issued to their agency. To this end, the Broker must use the administrative processes established by the Agency;
- Use the Confia Broker Zone mobile app to update projects; and
- Provide the Agency with all information and documents necessary to allow the Agency to comply with its obligations under the *Real Estate Brokerage Act*, CQLR c C-73.2 or, as may be reasonably necessary in the context of a claim or proceeding filed by a Client.

3. Referral fees. The Broker agrees to share their compensation and undertakes to pay the Agency an amount that is equivalent to twenty-five percent (25%) of the compensation resulting from any transaction concluded by a Client with whom you have entered into a brokerage contract within twelve (12) months following the date the Broker is paired with the Client. This payment must be made within thirty (30) days following the closing of the transaction before a notary.

4. Service rating. The Broker acknowledges that compliance with the Confia Quality Standards is essential to maintaining their membership in the Program and agrees that the Agency may use Client satisfaction reports and surveys to ensure compliance with the Confia Quality Standards.

5. Complaints to the Agency. The Agency undertakes to notify the Broker of any complaint from a Client concerning them and to communicate to them the details of the complaint as soon as possible. At the request of the Agency, the Broker must comment on the complaint and, as the case may be, provide any information or documentation that is deemed relevant. The Agency will take into account all information and documentation provided in order to assess the merits of the complaint.

6. Duration of the membership. The Broker's membership in the Program remains in effect until terminated by the Broker or the Agency in accordance with these provisions. The Broker or the Agency may terminate the Broker's membership in the Program with thirty (30) days' written notice to the other party. However, the Agency reserves the right to terminate the Broker's membership effective immediately upon notification in the following cases:

- a. Non-compliance by the Broker with the Eligibility Criteria or the Confia Quality Standards;

- b. Refusal of the Broker to collaborate with the Agency to address problematic situations or complaints; or
 - c. In the event the Broker acts in a way that seeks to avoid sharing the compensation with the Agency, for example, by encouraging a Client not to use the Agency's tools, or by urging a Client to terminate the brokerage agreement that binds them in order to sign a new one outside the framework of the Program.
- 7. **Consequences of the termination of the membership.** If the Agency terminates the Broker's membership in the Program while the Broker has ongoing projects with one or more Clients, the affected Clients will be notified as soon as possible, and they may decide either to continue with the Broker or transfer or terminate their brokerage agreement. If a Client terminates or transfers their brokerage agreement, the Broker waives their right to claim any compensation or damage whatsoever in connection with said agreement. In the event that the Broker terminates their membership in the Program, the Agency will be entitled to receive a referral fee for: i) all brokerage agreements in force with a Client on the date of termination of the membership, regardless of the date of the transaction; and ii) any transaction carried out by a Client who was already referred to the Broker on the date of termination of the membership, but with whom the brokerage agreement was signed after this date.
- 8. **Trademarks.** The Broker acknowledges that Nestor holds all intellectual property rights in the Confia trademark, including the logo, and that the trademark is used by the Agency with Nestor's permission. Under no circumstances may the Broker use the name "Confia", the Confia trademark, or any variation of this trademark, or the name of a Client, in their advertising or marketing, or in any document prepared by them or on their behalf or under their instructions, unless prior written permission is obtained from the Agency or its use is specifically authorized by these Terms and Conditions. The Broker will only use sales materials and other items provided or made available by the Agency to promote the Program.
- 9. **Photos.** The Agency owns all copyrights over the photos taken in the context of a sale project. The Broker undertakes to use the photos provided by the Agency.
- 10. **Confidential Information and Personal Information.** The Broker acknowledges that the information accessed, transmitted or otherwise communicated in relation to their membership in the Program includes or may contain confidential information that is not known to the public, relating to past, present and future activities and business of Nestor, the Agency or the Program ("**Confidential Information**"), including information about Clients that is considered "**Personal Information**" (i.e., any information about an identified or identifiable individual). The Broker undertakes to respect the confidential

nature of the Confidential Information and not to disseminate, disclose, publish, share, sell or distribute it without having first obtained the express written authorization of the Agency. The Broker undertakes to use the Confidential Information solely within the framework of the Program and the real estate brokerage services provided to the Client concerned. The Broker undertakes to implement and apply the necessary measures to ensure the maintenance of the confidentiality and security of the Confidential Information, and to delete any Confidential Information upon termination of their Program membership (for Confidential Information) or brokerage agreement (for Personal Information). The Broker undertakes to collect, use, consult, communicate, transmit, disclose, retain and destroy the Personal Information in strict compliance with applicable laws on the protection of personal information, in particular the *Act Respecting the Protection of Personal Information in the Private Sector*, CQLR c P-39.1

11. **No guarantee.** The Program provides you with the opportunity to be introduced to potential clients, whether they are sellers or buyers. However, no representation or guarantee is given to the Broker in relation to the Program or to having a Client use your services, as the Client has full freedom in relation to the choice of the Broker among those presented to them.

12. **Miscellaneous provisions.**

- a. **Amendments.** The Agency may unilaterally modify, restrict, suspend or discontinue certain conditions or terms of the Program, without notice. Any modification, restriction, suspension or discontinuance of the Terms and Conditions will be posted online on the Confia.ca website. The version of the Terms and Conditions on the Confia.ca website takes precedence over any other version.
- b. **Applicable law.** The Program and the Terms and Conditions are governed by and interpreted pursuant to the laws of the province of Quebec and the federal Canadian laws applicable in Quebec, notwithstanding the selection of a law, rule or precedent that would apply the law of a different jurisdiction.
- c. **Non-waiver.** No waiver of any provision of the Terms and Conditions will be binding on the Agency or the Broker unless it is established in writing and signed by the party entitled to waive it.