

Schedule II

**AGREEMENT REGARDING THE CONFIDENTIALITY AND USE OF DATA OF THE CENTRIS SYSTEM (the “Agreement”)**

*If the third party has already signed schedule III, this document is not required.  
The list of companies who have signed schedule III is available on the Centris Tools Portal.*

Agreement entered into on: \_\_\_\_\_

**BETWEEN:** Name of the brokerage firm: \_\_\_\_\_

Name of Agency Executive Officer: \_\_\_\_\_

Residing and having its domicile at: \_\_\_\_\_

(the « **Member** »)

**AND:** Name of the company: **Chime Technologies, Inc.** \_\_\_\_\_

A legal person duly constituted under: **Myla Landayan** \_\_\_\_\_

Having its head office at: **2828 N Central Avenue, 7th Floor, Phoenix, AZ. 85004** \_\_\_\_\_

Herein acting and represented by (name): **Myla Landayan** \_\_\_\_\_

Duly authorized as s/he so declares

(the « **Third Party** »).

**WHEREAS** Centris and the Quebec Professional Association of Real Estate Brokers (QPAREB) are the owners of a real estate data system operated under the Centris trademark;

**WHEREAS** the Member has authorized Centris to send to the Third Party certain real estate data contained in listings of \_\_\_\_\_ (member, brokerage firm) which data itself is contained in the Centris database;

**AND WHEREAS** the Member wishes, for his own benefit, that of Centris and that of the QPAREB, to define the Third Party's right to use the real estate data sent to him and ensure the confidentiality of certain parts of that data;

**IN CONSIDERATION** of the mutual covenants as well as the provisions and conditions set forth herein the Member and the Third Party agree as follows:

## **1. Information**

**"Information"** shall mean all data contained in the Centris database which has been or will be sent to the Third Party by Centris, the QPAREB or the Member, or to which the Third Party may have access.

**"Confidential Information"** shall mean all data contained in the Centris database which Centris or the QPAREB has not made accessible to the general public and which has been or will be sent to the Third Party by Centris, the QPAREB or the Member, or to which the Third Party may have access, as well as information regarding the Centris database (particularly as regards the use thereof).

## **2. Undertakings of the Third Party**

### **i. Use, Disclosure and Security Measures**

2.1. The Third Party undertakes as follows:

- a) subject to the additional restrictions set forth in this section, it shall use the Information (other than the Confidential Information) only for purposes of promoting the Member's real estate transactions (the **"Permitted Activities"**), and it shall not reproduce, download, copy, transform, alter or modify the Information in any manner whatsoever without Centris prior written authorization;
- b) it shall not, directly or indirectly, disclose, disseminate, publish or allow other persons to have access to the Information or obtain Information under any form whatsoever, other than within the scope of the Permitted Activities or the communications with the authorized Representatives under the provisions of section 2.2;

- c) it shall not, directly or indirectly, use in any manner whatsoever, disclose, disseminate, publish or allow other persons to have access to the Confidential Information or obtain Confidential Information under any form whatsoever, other than within the scope of the communications with the authorized Representatives under the provisions of section 2.2;
- d) it shall take all reasonable precautions and implement security measures, which measures shall not be less than the measures implemented by it to protect its own information (including its confidential information), in order to ensure the strict confidentiality of the Confidential Information and protect the Information against any unauthorized disclosure, alteration, unlawful appropriation, loss, piracy or damage; and
- e) it shall promptly return to Centris or destroy, upon a written request to that effect from Centris or the Member, all or part of the Information and the Confidential Information and documents relating thereto, whether they have been prepared by the Third Party or provided by Centris, the QPAREB or the Member, including all copies thereof (electronic or other); and
- f) it shall not use the names, trademarks, business names, corporate slogans, logos, goodwill or product designations of Centris, the QPAREB or the Quebec Federation of Real Estate Boards (QFREB) in any fashion whatsoever without the prior written consent of Centris or the QPAREB, unless otherwise specifically provided herein.

ii. Representatives

2.2. The parties acknowledge that within the scope of the Permitted Activities, the Third Party may have to communicate Information to some of its senior executives, employees and consultants (the “**Representatives**”). In this regard, the Third Party agrees as follows:

- a) to ensure that the Representatives to whom Information is so communicated abide by the same obligations as those binding upon the Third Party pursuant to this Agreement;
- b) to provide to Centris and the Member, prior to disclosing Information and the Confidential Information to Representatives, written confirmation that this Agreement has been accepted by each Representative;
- c) to disclose the Confidential Information only to those Representatives requiring same in order to comply with the undertakings set forth in section 2.1(d) of this Agreement; and

- d) to act as guarantor for any breach by the Representatives of the obligations set forth herein as if the breach were attributable to it, such breaches by the Representatives to be deemed, for purposes of this Agreement, to be a breach by the Third Party itself of its obligations hereunder.

iii. Compilation of Information

2.3. Without limiting the generality of the other provisions of this Agreement, the Third Party acknowledges that it shall have a limited right to use the Information and that any use or compilation of Information of a historical nature, for the purpose of establishing a database or for any other purpose, shall not be authorized, would constitute copyright infringement and unfair competition and would adversely affect the interests of Centris, the QPAREB and their respective members. In this regard, the Third Party undertakes as follows:

- a) it shall not keep or compile Information of a historical nature (i.e. which relates to property for which a brokerage contract is no longer in effect or whose sale or rental has been completed) or any other information arising therefrom (statistics or other) for purposes of establishing or maintaining a database or for any other purpose;
- b) it shall use in conformity with the Permitted Activities only the Information relating to properties for which a brokerage contract is in effect and whose sale or rental has not been completed; and
- c) it shall promptly destroy all Information relating to properties for which a brokerage contract is no longer in effect or whose sale or rental has been completed and all documents relating thereto, whether they have been prepared by the Third Party or provided by Centris, the QPAREB or the Member, including all copies thereof (electronic or other).

2.4. Any breach of the undertakings provided for in section 2.3 shall result in an automatic penalty for the Third Party of \$10,000.00 for each day of breach, without prejudice to any other right or recourse (including an injunction) available to Centris, the QPAREB and the Member. This penalty shall be payable to each of the Board and the QPAREB, both of which shall also have the right to institute any proceedings they deem appropriate to put a stop to the breach and claim the damages caused thereby.

iv. Other Undertakings

2.5. Without limiting the generality of the other provisions of this Agreement, the Third Party shall notify Centris and the Member, forthwith, about the circumstances, incidents or events which may have an influence on, or relate to the confidential nature of the Information and the Confidential Information and about every breach, imminent or otherwise, or failure to abide by any of the undertakings set forth in this Agreement.

- 2.6. Without limiting the generality of the other provisions of this Agreement and for greater certainty, the Third Party shall not do any of the following:
- a) reveal, exchange or jeopardize the password of the Member which gives access to the Information or the database of the Centris system; or
  - b) take any steps whatsoever which might reasonably be construed as adversely affecting the interests of the other users of the Centris system, the QPAREB or its members.

### **3. Representations and Warranties**

- 3.1. No implied or express representation or warranty is given with regards to the accuracy or completeness of the Information and/or the Confidential Information, and no liability of Centris, the QPAREB, Quebec's real estate boards, their respective directors, senior executives, employees, mandataries and members shall result from any use of the Information and/or the Confidential Information by the Third Party or from any inaccurate or incomplete Information and/or Confidential Information.
- 3.2. This Agreement shall not be construed as granting or conferring upon the Third Party any rights in or to the Information and/or the Confidential Information. Such rights shall remain the exclusive property of Centris, or the QPAREB, or a Quebec real estate board, or a member, as the case may be.
- 3.3. The parties agree and acknowledge as follows:
- a) all restrictions and obligations set forth in this Agreement are reasonable, and the parties hereby waive all defences they may be entitled to oppose to the strict observance and execution of any such restrictions and obligations by the other party;
  - b) the loss by the Member of his status shall not affect the validity or existence of this Agreement; and
  - c) Centris, the QPAREB and the Member may, at their sole discretion and without prior notice, temporarily or permanently suspend the transmission of the Information for any reason whatsoever.
- 3.4. This Agreement is not intended to oblige, nor does it oblige, any of the parties to enter into other agreements among themselves, nor is it intended to create obligations other than those set forth herein.
- 3.5. The authorization granted to the Third Party to access and use the data contained in the Centris database in no way constitutes an endorsement of the Third Party, its products and/or services by Centris or the QPAREB.

Consequently, the Third Party shall not make any representation whatsoever that might suggest such an endorsement.

- 3.6. The parties agree and acknowledge that Centris and the QPAREB have the right to charge for the Information sent to the Third Party. However, charges may be imposed only where Centris and/or the QPAREB have notified the Third Party in writing of the cost thereof prior to the transmission of the Information. Upon receiving such written notice, the Third Party shall have the right to terminate the current agreement or relationship between the parties hereto.

#### **4. Breach and Recourses**

- 4.1. The parties acknowledge and agree that a breach, whether or not imminent, of any of the provisions of this Agreement would cause immediate and irreparable harm to Centris, the QPAREB, Quebec's real estate boards and their members, and that damages would not be an adequate or sufficient means of correction in the event of such a breach, and they agree that Centris, the QPAREB, Quebec's real estate boards and their members, as the case may be, shall be entitled, in addition to an action in damages, to an injunctive relief, including, *inter alia*, a provisional, interlocutory or permanent injunction, as well as any other recourse which a court of competent jurisdiction considers fair and appropriate.

#### **5. Term of the Agreement**

- 5.1. This Agreement shall take effect on the date of its signature. It replaces for the future any other agreement concerning the use of Centris system data that may have been concluded in the past between the parties hereto or between any Member and the Third Party. The obligations of this Agreement shall survive, with respect to any Member and the loss of its status.
- 5.2. This Agreement shall terminate upon written notice from the Member to the Third Party, a copy of which shall also be sent to Centris. The Member undertakes, upon written request from Centris to this effect, to terminate the present Agreement by giving written notice to the Third Party, a copy of which shall also be sent to Centris. In the event that the Member fails to give the notice of termination to the Third Party within **[five]** working days following Centris written request, Centris shall have the right to send such notice to the Third Party.
- 5.3. The parties agree that the provisions of sections 2, 3, 4, 6 and 7 shall continue to have full effect and shall remain in effect notwithstanding the termination of this Agreement.

#### **6. Limitation of Liability and Indemnification**

- 6.1. Access to the Information shall be entirely at the Third Party's risk, and Centris, the QPAREB and the Member shall not be liable under any circumstances

whatsoever for damages in any amount or type whatsoever with respect to such access or use of the Information and the Confidential Information.

- 6.2. No warranty or undertaking of any kind whatsoever, express, implied, collateral or otherwise, is given by Centris, the QPAREB or the Member as regards the Information and the Confidential Information.
- 6.3. Centris, the QPAREB and the Member shall not be liable to the Third Party or to any other person for direct, indirect or special damages attributable or related in any manner whatsoever to the Information and the Confidential Information, including any interruption or failure of the computer system, any negligence or major breach.
- 6.4. The Third Party shall indemnify and protect Centris, the QPAREB and the Members as well as their respective directors, senior executives, employees, mandataries and members against all claims, demands, actions, liability, damages and litigation costs, including reasonable legal fees and expenses, attributable or related to a breach by the Third Party or the Representatives of their obligations and undertakings set forth herein or by a person, firm or third party to whom they provided Information.

## **7. Trademarks, Ownership and Copyright**

- 7.1. The parties acknowledge that the Centris trademark, as well as the logos and associated marks, are the property of Centris. The Third Party agrees that it shall respect the trademarks and logos belonging to Centris and never challenge the validity of the Centris trademarks, the logos and associated trademarks or the other trademarks and logos belonging to Centris or the QPAREB, and that it shall not claim the right to use or register trademarks or logos that are identical or similar to those specified hereinabove. The Third Party shall not have any right of ownership in or to the associated trademarks or logos of Centris or other trademarks or logos belonging to Centris or the QPAREB.
- 7.2. The Third Party shall not acquire any interest or ownership title in or to any of the Information and the Confidential Information. The Third Party acknowledges that ownership title in and to the Information and the Confidential Information and all the property rights related thereto shall belong to the Centris, the Member and the QPAREB, and shall remain their property. The Third Party shall comply with all notices sent by Centris and the QPAREB pursuant to this Agreement.

## 8. Notices

- 8.1. Any notice pursuant this Agreement shall be given in writing and sent or delivered to the following addresses:

**Any notice to the Member:**

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Attention:

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**Any notice to the Third Party:**

**Chime Technologies, Inc.**  
**2828 N Central Avenue, 7th Floor, Phoenix, AZ. 85004**  
**mls\_support@chimeinc.com**

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Attention: **Myla Landayan**

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**Any notice to Centris:**

Centris Corporation Inc.  
600 chemin du Golf  
Montréal (Québec)  
H3E 1A8  
Attention: Eric Charbonneau  
[soutien.corporatif@centris.ca](mailto:soutien.corporatif@centris.ca)

- 8.2. Any notice must be sent as follows:

- hand delivered; or
- sent by direct electronic means; or
- sent by registered mail.

- 8.3. Any notice delivered in person shall be deemed to have been received on the business day on which it was delivered by hand and, if not delivered on a business day, it shall be deemed to have been received on the following business day. Any notice sent by electronic means shall be deemed to have been received



on the date on which it was transmitted and, if not transmitted on a business day, it shall be deemed to have been received on the following business day, provided that in all cases, the party giving the notice has proof of transmission of the said notice. Any notice sent by mail shall be deemed to have been received on the third business day following the date on which it was mailed. If the postal service is interrupted or if it is anticipated that it will be interrupted at the time a notice is required to be given pursuant hereto, the notice shall be sent other than by mail. Any party may change its address, including its email, for purposes of this section by giving a written notice of such change to the other parties in accordance with this section.

## **9. Non-Exclusive Access**

Notwithstanding any provision contained in this Agreement, the parties agree that Centris, the QPAREB and the Member shall be free, at all times, to give one or more other parties access to any part of the information contained in any real estate database (including, in particular, the Information) based on terms and conditions determined by them at their discretion.

## **10. Assignment and Change of Control**

The Third Party shall not assign this Agreement or any right or obligation thereunder without having obtained the prior written consent of the Member and Centris, which consent may be given or refused at their sole discretion. In the event of a change of control of the Third Party, including a change regarding the direct or indirect ownership of the securities of the Third Party conferring 50% or more of the voting rights or conferring the power to elect the majority of the directors, a prior notice of such change shall be given to the Member and Centris. Upon the occurrence of such a change of control, the Member shall, upon written request by Centris, terminate this Agreement by giving written notice to that effect to the Third Party, a copy of which shall also be sent to Centris. In the event that the Member fails to give the notice of termination to the Third Party within **[five]** working days following Centris written request, Centris shall have the right to send such notice to the Third Party. Subject to the provisions set forth herein, this Agreement shall be binding upon and ensure to the benefit of the parties and their heirs, executors, administrators and authorized assigns.

## **11. Entire Agreement**

This Agreement represents the entire understanding between the parties regarding the subject matter described herein, it replaces all prior verbal or written agreements, negotiations, representations or proposals with respect to the subject matter hereof and it may only be amended by another agreement entered into in writing by the parties and to which Centris and the QPAREB have intervened.

## **12. Modifications**

The data provided by Centris may be subject to modifications by Centris or the APCIQ, by the addition or the withdrawal of certain fields, all in order to reflect the evolution of data structures, rules or needs of the industry

## **13. Severability**

The fact that a provision of this Agreement or its application to a given person or circumstances is, in any manner whatsoever, judged to be invalid or unenforceable shall not have any effect on the rest of this Agreement or on the application of the said provision to persons or circumstances other than those with respect to which it was judged invalid or unenforceable. Each provision of this Agreement shall be valid and fully enforceable at law separately from any other provision of this Agreement, each of the provisions hereof being hereby declared to be severable from all the others.

## **14. Interpretation**

The preamble hereto shall form an integral part hereof.

Notwithstanding any rule of interpretation to the contrary, any ambiguity or uncertainty with respect to a given provision of this Agreement shall not be interpreted against a given party solely because that party drafted the provision.

## **15. No Waiver**

The failure by a party, Centris and the QPAREB to enforce any provision of this Agreement, to exercise its rights or to demand absolute compliance with any condition of this Agreement shall not be construed as a waiver of the said provision, right or condition, nor shall it adversely affect the validity of this Agreement in any manner whatsoever or deprive the said person of the right to subsequently demand absolute respect of its rights or absolute compliance with the said provision or any other provision of this Agreement. The exercise by any person of its rights shall not prevent or preclude it from exercising any other right conferred upon it under this Agreement or otherwise, regardless of the prior actions or proceedings instituted by it. Any waiver by a person to the fulfillment of any of the provisions of this Agreement shall apply only if it is evidenced in writing and signed by a duly authorized representative of that person.

## **16. Insurance**

Each of the parties hereto shall sign and deliver, or cause to be signed and delivered, to the other party, from time to time, after the date hereof, all supplemental instruments and insurance that, in the reasonable opinion of any one of them, are necessary or desirable in order to give effect to the provisions of this Agreement.

## **17. Cumulative Recourses**

No recourse conferred upon or reserved for a party hereto shall exclude the exercise of any other recourse available to it hereunder, at law, in equity or pursuant to a statute, each such recourse being cumulative and exercisable in addition to any other recourse contemplated herein.

## **18. Acknowledgement and Authorization**

The parties acknowledge that this Agreement constitutes a valid and legally binding obligation upon them and that it was signed by their respective authorized representatives, and each of them hereby confirms and ratifies its terms and conditions.

## **19. Applicable Law**

This Agreement shall be governed by the laws of the province of Québec and the laws of Canada applicable thereto. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Québec, judicial district of Montreal, any matter arising from, or relating to this Agreement.


## **20. Language**

The parties hereto have requested that this Agreement and all documents related thereto be drafted in English.

**(Signatures on next page)**

**IN VIRTUE WHEREOF, WE HAVE SIGNED**

<b>MEMBER</b>	<p>Name of the brokerage firm: _____</p> <p>Name of the Agency Executive Officer: _____</p> <p>Agency Executive Officer's signature: _____</p>
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<b>THIRD PARTY</b>	<p>Name of the company: <b>Chime Technologies, Inc.</b></p> <p>Name of the representative: <b>Myla Landayan</b></p> <p>Title: <b>MLS Coordinator</b></p> <p>Signature:  F3504C31894543E...</p>
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**ADDITIONAL INFORMATION ON THE THIRD PARTY RELATED TO DATA TRANSFER**

	<p>Resource person: <b>Myla Landayan</b></p> <p>Telephone number: <b>+1 (480) 605-2365</b></p> <p>Email address: <b>mls_support@chimeinc.com</b></p>
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**IMPORTANT** : Please contact Centris at [soutien.corporatif@centris.ca](mailto:soutien.corporatif@centris.ca) to forward any FTP-related information.