

APPRAISER

Application & Agreement

IMPORTANT: This Application is to be completed by the Applicant Appraiser. The Appraiser assumes responsibility for ensuring that they have carefully reviewed and understood all of the provisions, terms and conditions of this APPRAISER APPLICATION AND AGREEMENT (“Application”) and all of its attachments.

By signing below, the Appraiser agrees to be bound by all of the terms and conditions of this Application including, without limitation, the following incorporated parts: (1) this signature page; (2) Appraiser Designation Information; (3) Part A - Personal Information Statement, Insurance and Certificate and Agreement; (4) Part B – Policy – Appraiser Access Agreement; (5) Part C - Acceptable Use Policy; (6) Part D - Payment Information.

| | | |
|-------------------------|--------------|---------|
| Appraiser’s Name: | | |
| Company Name: | | |
| Company Address: | | |
| City: | Postal Code: | Phone # |
| Home Address: | | |
| City: | Postal Code: | Phone # |
| Contact Phone #: (cell) | | |
| Email Address: | | |
| Appraiser’s Signature: | | Date: |

Important Information:

- Fees for applications dated after January 1 will be prorated and calculated on a per diem basis from the date of the application until December 31. Renewal payments are due in advance of the January 1 commencement date. If payment is not received by December 31 of each year, the Appraiser subscription shall not be renewed and shall be deemed to have ceased without further notice.
- The Appraiser subscriber fee is non-refundable.
- Appraiser Access includes PROPTX’s MLS® listing information and access to 3 years of residential and 4 years of commercial sold information.
- Once your application has been approved, PROPTX will send you an email with sign-on instructions.

Please email the application to PROPTX’s Services Department: appraiser@PropTx.ca Phone Number: 416-443-8172



DESIGNATION INFORMATION:

1. Please type your name:

| | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
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| | | | | | | | | | | | | | | |

To be eligible for authenticator access to PROPTX's MLS® Database you must have a valid designation from either the Appraisal Institute of Canada or the Canadian National Association of Real Estate Appraisers and be in good standing with such body.

2. Please check one of the following you are a member of:

- Appraisal Institute of Canada
- Canadian National Association of Real Estate Appraisers

| |
|---------------------------|
| Designation: |
| Registration Number: |
| Registration Expiry Date: |

Proof of designation must accompany this application. Please enclose a copy of your current registration and or certificate.

- Once your Application is approved you agree to pay all applicable fees plus HST as set out in PROPTX's Appraiser Access Agreement (these fees may vary from time to time).
- If it is discovered that your code and password is used for any other purpose, other than appraisal work, as defined under PROPTX's Appraiser Access Agreement, your access privileges may be discontinued immediately.
- Please be advised that your access to PROPTX's MLS® Database is for a limited purpose only and does not permit you to advertise yourself as a PROPTX User.

PART A - PERSONAL INFORMATION STATEMENT, CERTIFICATE AND AGREEMENT

I, the Applicant Appraiser, acknowledge having read, understood and agree to be bound by all of the following:

1. PERSONAL INFORMATION STATEMENT FOR APPRAISERS

PROPTX uses the personal information provided verbally or in writing by Appraisers upon application to PROPTX (and which may be provided during in due course), for different purposes to fulfill its mandate. These purposes include:

- Acting as a professional association including the administration of its by-law and policies, and ensuring compliance with same;
- Providing products and services to Appraisers;
- Administering and operating the MLS system, including ensuring compliance with the rules and regulations governing the MLS system;
- Any legal or regulatory requirements; and
- Such other purposes consistent with the foregoing purposes.

The collection, use, and limited disclosure of any applicant's personal information will only be for the purposes of fulfilling PROPTX's mandate, including the provision of services, products, and information to Appraisers by PROPTX, or any organization authorized by PROPTX, and only in a manner consistent with this statement and the Board's Privacy Policy, a copy of which has been provided or otherwise made available.

When an individual applies or chooses to participate in the activities of PROPTX or uses any service provided by PROPTX, that individual consents to the collection, use, and disclosure of personal information as set out in this Statement and the applicable Privacy Policy.

Subject to applicable laws and with specific exceptions to protect the privacy of third parties, Appraisers may access their personal information held by PROPTX and may submit comments on or corrections to such information for inclusion with the personal information held by PROPTX.

2. CERTIFICATE AND AGREEMENT OF APPRAISER

I hereby confirm that the statements contained in this application are true and correct.

If accepted, I agree to be bound by PROPTX's Appraiser Access Agreement a copy of which has been received, read and understood by me. In making this application, I waive all claims against PROPTX, its officers, Directors, and any and all members or users arising out of any act in connection with the consideration and acceptance or rejection of this application. If accepted, I agree that all decisions of PropTx shall be final and conclusive.

I acknowledge that acceptance is personal and cannot be transferred.

IMPORTANT PLEASE READ CAREFULLY

THIS AGREEMENT is made this _____ day of _____, 20____,

BETWEEN:

PropTx Innovations Inc., a corporation incorporated pursuant to the laws of the Province of Ontario with offices at:

1400 Don Mills Road, Toronto, ON., M3B 3N1 (“**PROPTX**”)

- and -

_____, a professional appraiser with an office at

(the “**Appraiser**”).

RECITALS:

- A. WHEREAS** PROPTX is the owner or operator an MLS® real estate database (the “MLS® Database”, as further defined herein);
- B. WHEREAS** the Appraiser wishes to obtain access to certain information contained in the MLS® Database solely for the purpose of preparing appraisal reports for its Customers (as defined herein);
- C. WHEREAS** PROPTX is willing to consider an application giving access to the MLS® Database by any Qualified Appraiser in order to provide appraisal services.

THEREFORE, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Definitions

Whenever used in this Agreement, the following words and terms have the meanings set out below:

“Acceptable Use Policy” means PROPTX’s established rules and prohibitions, as modified from time to time, that define acceptable use of the Services and MLS® Database and any associated features.

“Agreement” means this agreement, including all schedules, and all amendments or restatements as permitted, and references to “Article” or “Section” mean the specified Article or Section of this Agreement.

“Appraisal” means a professional opinion of the Appraiser on any of the following: (i) the current value of property being bought or sold; (ii) the future value of property being built; (iii) the value for mortgage or lending purposes; (iv) value to assist in investment decisions; (v) the value to measure property tax assessments and other taxes; (vi) the verification of damage claims resulting from fire, rain, hail, windstorms and other disasters; (vii) the value of property to determine compensation where property is to be expropriated; (viii) the value of property involved in litigation; (ix) the value of private property acquired by governments for public use; (x) the value of property as it affects pending business mergers or dissolution.

“Authenticator” means any random password generator(s) or multifactor authentication process that may be provided by PROPTX to the Appraiser from time to time.

“Claims” includes any claim, demand, action, suit, cause of action, assessment or reassessment, charge, judgment, debt, liability, expense, cost, damage, or loss, contingent or otherwise, including loss of value, professional fees and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

“Content” means all information, comments, opinions, statements, advice, descriptions, services, offers, data, files, links, ideas, software, images, graphics, audio clips, video clips, icons, or any other form of content or information.

“Customer” means a bone fide customer of the Appraiser that has entered into a written agreement with the Appraiser for the Appraiser to provide such customer with one or more Appraisals in exchange for a fee.

“Documentation” means the applicable online or hardcopy user documentation providing guidance and instruction for accessing and using the MLS® Database.

“Fees” has the meaning set out in Section 3.1.

“Intellectual Property” means all applicable copyrights, patents, trade-marks, trade secrets and other proprietary rights and related associated international laws, treaties, and conventions.

“**License**” means the restricted license rights granted by PROPTX to Appraiser under Article 2 of this Agreement.

“**MLS® Database**” means the aggregation of all Content as well as its selection, assembly, and arrangement, that from time to time comprise the multiple listing service database owned and operated by or on behalf of PROPTX, and any successor or replacement database thereto, but specifically excludes the MLS® database owned and operated by or on behalf of Canadian Real Estate Association (CREA) currently located at www.mls.ca.

“**Party**” or “**Parties**” means if used in the singular, either PROPTX or the Appraiser, and if used in the plural, both PROPTX and the Appraiser.

“**PIPEDA**” and “**Personal Information**” shall have the meaning attributed to such term within the provisions of PART 1 of the **Personal Information and Electronic Documents Act of Canada** (“PIPEDA”) and any successor legislation and any legislation of similar effect in the Province of Ontario.

“**Person**” means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authorities and, where the context requires, any of the foregoing when they are acting as trustee, executor, administrator or other legal representative.

“**Qualified Appraiser**” means any appraiser that is in good standing and holds a valid designation from the Appraisal Institute of Canada or the Canadian National Association of Real Estate Appraisers.

“**Third Party Website**” means any site other than a PROPTX Website.

“**PROPTX Business Day**” means a day on which the PROPTX offices are open for service.

“**PROPTX Website**” means the proprietary Internet-based system and associated technology, includes various member information services such as the MLS® Database.

1.2 Certain Rules of Interpretation

In this Agreement:

- (a) **Consent** - Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (b) **Currency** - Unless otherwise specified, all references to money amounts are to lawful currency of Canada.

- (c) **Governing Law** - This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
- (d) **Headings** - Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (e) **Including** - Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- (f)(f) **No Strict Construction** – The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (g)(g) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (h)(h) **Severability** – If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other Parties or circumstances.
- (i)(i) **Statutory references** – A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation.
- (j)(j) **Time** – Time is of the essence in the performance of the Parties’ respective obligations.
- (k)(k) **Time Periods** - Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next PROPTX Business Day following if the last day of the period is not a PROPTX Business Day.

1.3 Entire Agreement

This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the Parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document required to be delivered pursuant to this Agreement.

ARTICLE 2
LICENSE AND RESTRICTIONS

2.1 License to Access

Subject to the terms and conditions of this Agreement, PROPTX grants to the Appraiser a non-exclusive, non-transferable license to access the MLS® Database from the PROPTX Website solely for the purpose of preparing Appraisals, provided that: (i) the Appraiser must at all times during the term of this Agreement be a Qualified Appraiser; and (ii) prior to disclosing any Content of the MLS® Database to a Customer, Appraiser must first have entered into a written agreement with such Customer in which the Customer has agreed not to disclose the Content of the MLS® Database to any third party (the “License”). The License includes the right for the Appraiser to access the Documentation solely in support of its limited access rights described above.

2.2 Restrictions

The Appraiser hereby acknowledges that the MLS® Database as formatted by PROPTX has substantial monetary value, is considered the confidential property of PROPTX and that PROPTX retains ownership of all rights, title and interest to the MLS® Database. The Appraiser shall, at all times, use the MLS® Database in accordance with PROPTX’s Acceptable Use Policy. Nothing in the Acceptable Use Policy shall be construed as granting the Appraiser any rights in the MLS® Database, or any other PROPTX data or system, in excess of those expressly provided under Section 2.1 above. Except as expressly authorized in this Agreement, the Appraiser shall not:

- (a) use the MLS® Database in a manner not directly related to the preparation of appraisal reports;
- (b) copy, reproduce or exploit the MLS® Database for creating, maintaining or marketing, or aiding in the creation, maintenance or marketing, of any online or publicly accessible appraisal service; or
- (c) copy, reproduce or exploit the MLS® Database for creating, maintaining or marketing, or aiding in the creation, maintenance or marketing, of any database or system which is competitive with the MLS® Database.

2.3 Additional Restrictions

The Appraiser shall not do any of the following: (i) copy, sell, rent, loan, transfer, make available to another party, sublicense, modify, adapt, translate, reverse engineer, or decompile the PROPTX Website, including the MLS® Database; (ii) provide hosted access to the PROPTX Website, including the MLS® Database, to any Person; or (iii) operate the PROPTX Website as part of a service bureau. In addition, the following is a non-exhaustive list of prohibited activities for the Appraiser in connection with the PROPTX Website:

- (a) “Screen scraping” or “database scraping” and/or any other activity intended to collect, store, reorganize, manipulate or publish the MLS® Database or any Content available on or through the PROPTX Website;
- (b) Accessing the PROPTX Website through another Person’s account;
- (c) Unauthorized attempts to circumvent any security methods or operating systems within the PROPTX Website; and
- (d) Using the PROPTX Website for any commercial purposes not specifically provided in this Agreement.

2.4 Updates

Any updates, modifications or enhancements to the MLS® Database made available to the Appraiser by PROPTX, shall be subject to all of the terms and conditions contained in this Agreement.

2.5 Modifications

PROPTX may at any time and for any reason elect to modify, discontinue, delete or restrict any aspect or feature of the MLS® Database without notice to the Appraiser or any liability to PROPTX or any third party.

2.6 Ownership

The PROPTX Website, including the MLS® Database, is proprietary and confidential to PROPTX, is protected by the Intellectual Property laws of Canada and international treaties and conventions, and shall remain the sole property of PROPTX. PROPTX shall have the sole and exclusive ownership of all right, title and interest to the PROPTX Website, including the MLS® Database, and all derivative works and enhancements thereof, regardless of the form or media in or on which the original and other copies may exist.

ARTICLE 3 FEES

3.1 Fees

Fees for applications dated after January 1 will be prorated and calculated on a per diem basis from the date of the application until December 31. The Appraiser subscriber fee is non-refundable. Renewal payments are due in advance of the January 1 commencement date. If payment is not received by December 31 of each year, the Appraiser subscription shall not be renewed and shall be deemed to have ceased without further notice.

ARTICLE 4 APPRAISER RESPONSIBILITIES

4.1 Access

PROPTX shall assign a user ID, password and/or Authenticator to the Appraiser to enable the Appraiser to access the MLS® Database in accordance with and subject to the terms and conditions of this Agreement. The Appraiser agrees to be fully responsible for all activities that occur under the Appraiser's user ID or account and to not permit any Person other than the Appraiser to access the Appraiser's account or password and/or use the Appraiser's Authenticator. In the event the Appraiser discovers unauthorized access to or use of the Appraiser's account, password, and/or Authenticator, the Appraiser must notify PROPTX's Director of Member Services or Chief Information Officer immediately. PROPTX reserves the right from time to time to change the password by notice to the Appraiser, or to require the Appraiser to change its password and/or Authenticator. The Appraiser must change its password within one (1) PROPTX Business Day after notification in order to continue to be entitled to access the MLS® Database. The Appraiser must establish and maintain effective security procedures to prevent unauthorized access to its password, Authenticator and account.

4.2 Indemnity

The Appraiser shall indemnify and save harmless PROPTX and its affiliates and its and their respective directors, officers, employees, suppliers and authorized representatives (individually and collectively referred to as the "Indemnitees") from and against any and all Claims suffered or incurred by the Indemnitees to the

extent such Claims are related to, or arise out of, the violation of any of the provisions of this Agreement by the Appraiser, or the violation by the Appraiser of any applicable law or regulation or Intellectual Property right of any third party or parties, or otherwise. The Appraiser shall further indemnify and save harmless the Indemnitees from and against all Claims suffered or incurred by the Indemnitees to the extent such Claims are related to, or arise out of, the improper disclosure of the Content of the MLS® Database by a Customer contrary to Section 2.1 of this Agreement.

4.3 Privacy

Without limiting the generality of the foregoing, the Appraiser shall at all times during the term of this Agreement comply with all applicable laws including all privacy laws including PIPEDA. The Appraiser shall indemnify, hold harmless and, at the request of PROPTX, defend the Indemnitees from and against any and all costs, expenses, awards of damages or settlements made in relation to any proceedings, complaints, actions or claims, or in relation to compliance by PROPTX or its contractors with any orders or directions given against or to it or its affiliates by any privacy commissioner, tribunal, Person or court, arising from any breach by the Appraiser of any of its obligations as set out in this Agreement.

ARTICLE 5 DISCLAIMER OF WARRANTY

5.1 Disclaimer of Warranty

ACCESS TO THE PROPTX WEBSITE AND THE MLS® DATABASE ARE PROVIDED ON AN “AS IS BASIS”. PROPTX MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED WITH RESPECT TO THE PROPTX WEBSITE OR THE MLS® DATABASE OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) PROVIDED IN CONNECTION WITH THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROPTX DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF EVERY KIND PERTAINING IN ANY WAY TO THE PROPTX WEBSITE AND THE MLS® DATABASE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ADEQUACY, SUITABILITY, TITLE OR NON INFRINGEMENT, HOWSOEVER ARISING, WHETHER BY STATUTE, COMMON LAW, USAGE OF TRADE, COURSE OF DEALING, CUSTOM, OR OTHERWISE. THE APPRAISER ACKNOWLEDGES THAT PROPTX IS NOT LIABLE, AMONG OTHER THINGS, IF THE PROPTX WEBSITE OR MLS® DATABASE DO NOT MEET THE REQUIREMENTS OF THE APPRAISER OR IF THEY WILL NOT OPERATE FREE FROM ERRORS, UNINTERRUPTED OR WILL NOT FUNCTION IN THE APPRAISER’S HARDWARE ENVIRONMENT.

ARTICLE 6 TERM AND TERMINATION

6.1 Term

This Agreement commence on the date of execution by PROPTX and shall continue until terminated by either Party as set forth in this Article 6, provided that the obligations and liabilities of the Appraiser pursuant to Sections 2.2, 2.3, 2.6, 4.2 and 4.3 and Articles 3, 5, and 7 through 10 inclusive shall survive the termination of this Agreement.

6.2 Termination by PROPTX

This Agreement may be terminated by PROPTX:

- (a) by giving the Appraiser thirty (30) days notice in writing of such termination in which case PROPTX will refund to the Appraiser a portion of the annual Fee pro-rated for the number of days remaining until December 31;
- (b) automatically, if the Appraiser's access in any way compromises the integrity of the MLS® or related trade-marks or the systems for supplying information hereunder;
- (c) automatically, if the Appraiser is, in the sole opinion of the Directors of PROPTX, in default of its obligations under this Agreement; and
- (d) automatically, if in the sole opinion of the PROPTX the Appraiser's access to the PROPTX Website or MLS® Database interferes in any way with the operation of PROPTX or any members of PROPTX.

ARTICLE 7 CONFIDENTIALITY

7.1 Confidential Information

The Appraiser acknowledges that all of the information provided hereunder and the information contained in the MLS® Database is strictly confidential and is for the exclusive use of the members of PROPTX and those otherwise entitled by contract with PROPTX to access such information. Except as expressly provided in this Agreement, under no circumstances is any of the information retrieved by the Appraiser from the MLS Database® to be shared or disclosed by the Appraiser or by any Person to whom the Appraiser has provided such information in accordance with this Agreement to any third parties without the written consent of PROPTX, which consent may be arbitrarily withheld in the sole and unfettered discretion of the directors of PROPTX. The Appraiser agrees not to use and agrees to cause Persons to whom it has disclosed information not to use the information for any purpose other than those agreed upon in this Agreement.

ARTICLE 8 LIMITATION OF LIABILITY

8.1 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL PROPTX OR ITS AFFILIATES OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, LICENSORS, AGENTS AND CONTRACTORS BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PROPTX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THE PROPTX WEBSITE OR THE MLS® DATABASE (B) UNAUTHORISED ACCESS TO OR ALTERATION OF THE APPRAISER'S TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PROPTX WEBSITE; OR (D) ANY OTHER MATTER RELATING TO THE PROPTX WEBSITE OR THE MLS® DATABASE. IN NO EVENT SHALL PROPTX'S OR ITS AFFILIATES' TOTAL LIABILITY TO THE APPRAISER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE)

NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY THE APPRAISER, IF ANY, FOR ACCESSING THE PROPTX WEBSITE. IF THE APPRAISER IS DISSATISFIED WITH ANY PORTION OF THE PROPTX WEBSITE OR THE MLS® DATABASE, OR WITH ANY OF THE PROVISIONS OF THIS AGREEMENT, THE APPRAISER'S SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF ITS ACCESS TO THE PROPTX WEBSITE OR THE MLS® DATABASE.

ARTICLE 9 CONFIDENTIALITY

9.1 Links

The PROPTX Website may contain links to third-party websites and/or services. PROPTX does not endorse the content contained in or services provided by any third-party website. PROPTX provides these links to the Appraiser only as a matter of convenience, and in no event shall PROPTX or its licensors be responsible for any content, products, or other materials on or available from such sites.

ARTICLE 10 GENERAL

10.1 Public Notices

All public notices to third parties and all other publicity concerning the transactions contemplated by this Agreement shall be subject to the prior, written approval of PROPTX.

10.2 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a "Notice") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail:

in the case of a Notice to PROPTX at:

PropTx Innovations Inc.

Attention: Chief Executive Officer
1400 Don Mills Road
Toronto, Ontario
M3B 3N1

in the case of a Notice to Appraiser at:

Attention (Appraiser's Name): _____

Office or Email Address: _____

Any Notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m., local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the Notice shall be deemed to have been given and received on the next Business Day.

Any Party may, from time to time, change its address by giving Notice to the other Parties in accordance with the provisions of this Section.

10.3 Amendment

Except for Section 3.1, PROPTX may amend, add or remove portions of this Agreement at any time and from time to time without notice to the Appraiser and the current version shall be posted at the PROPTX Website. Upon the posting of such version as aforesaid and Appraisers access and use of the MLS® Database thereafter, this Agreement shall be deemed to be so amended without further acknowledgement

10.4 Assignment

Neither this Agreement nor any rights or obligations under this Agreement shall be assignable by the Appraiser.

10.5 Further Assurances

Appraiser shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement.

10.6 Execution and Delivery

This Agreement may be executed by the Parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.

IN WITNESS OF WHICH the parties have duly executed this Agreement.

PROPTX INNOVATIONS INC.

APPRAISER

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXECUTED at _____ **on,** _____ **20**_____.

Witness

NAME OF APPRAISER

PART C - Acceptable Use Policy

General

PropTx Innovations Inc. (hereinafter referred to as PROPTX) maintains a suite of Commercial Internet Services through various computing and networking facilities (hereinafter referred to as “the System”). The System allows Authorized Users to communicate with others, administer parts of their business and access and use various online services such as the MLS and BRS. This System is provided by PROPTX to assist Users and is reserved for the conduct of business within PROPTX. The use of the System is also in support of Users, teaching, learning, administrative and other intellectual pursuits consistent with PROPTX’s aims and objectives and conduct of its business.

The purpose of this Acceptable Use Policy is to ensure the proper use of PROPTX’s System and make Users aware of what PROPTX deems to be acceptable and unacceptable use of its System. PROPTX reserves the right to amend this policy at its discretion.

This policy applies to the use of any PROPTX System by all Authorized Users, System administrators, and service providers. By using the System, all Users agree and must comply with this policy. All Users will be fully responsible for any and all access to the system through their accounts. Should the User not agree with the policy, then he/she should stop using the System immediately and notify PROPTX to close their account.

While PROPTX strives to maintain the privacy of such information that may be personal in nature, PROPTX does not guarantee its confidentiality. The confidentiality of any message should not be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality.

The System may not be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-board-related solicitations.

Adoption

This Acceptable Policy Use (hereinafter referred to as the Policy) outlines the policies and guidelines that must be followed at all times to minimize business risks and maximize the benefits of electronic communications within PROPTX. This Policy has been adopted or amended by the Board of Directors of PROPTX.

Relation to Laws and Other Policies

This Policy should be reviewed in conjunction with PROPTX’s Authorized User Agreement and Information Security Policy and is closely related to PROPTX’s MLS Rules and Policies. The management of electronic communications records in electronic form and as printed out is subject to Federal/Provincial laws as well as PROPTX MLS Rules and Policies.

Electronic Communications Resources

Pursuant to this Policy, PROPTX can specify the use of all information processing and communications facilities employed in its business, including computers, fax machines, telephones, wireless email devices, copiers, software, online accounts, email facilities, facilities for Internet/Intranet/Extranet access, storage media, network accounts, computer and email and instant messaging files and messages, and related equipment and documentation

employed or stored in its offices and the facilities at PROPTX's disaster recovery site. All such resources are collectively referred to in this Policy as "Electronic Communications Resources" or "Resources".

Purposes

The purpose of this Acceptable Use Policy is to:

- establish policies on privacy, confidentiality, and security in electronic communications;
- ensure that Electronic Communications Resources are used for purposes appropriate to PROPTX's business;
- inform all Members about the applicability of laws and policies to electronic communications;
- ensure that Electronic Communications Resources are used in compliance with those laws and policies; and
- provide guidance concerning rights and responsibilities with respect to the proper use of Electronic Communications Resources.

Scope

This Policy applies to:

- all Electronic Communications Resources owned or managed by PROPTX;
- all Authorized Users and uses of PROPTX Electronic Communications Resources;
- all PROPTX electronic communications records in the possession of PROPTX Authorized Users; and
- the contents of electronic communications, and to the electronic attachments and transactional information associated with such communications.

This Policy applies only to electronic communications records in electronic form that are stored or shared via the Electronic Communications Resources.

Indirect Violations

PROPTX expects that Authorized Users will be sensitive to the underlying spirit and intent of this Policy and will look to the goals that this Policy is intended to achieve. They should not attempt to do indirectly what this Policy prohibits directly, and they should not employ means to defeat the goals that this Policy is intended to achieve, even though those means may not have been mentioned in this Policy.

While PROPTX has endeavored to have this Policy reflect the state of PROPTX's technology as of the date of its adoption, technological developments may outstrip the literal text of certain aspects of this Policy.

Authority

PROPTX reserves the right to revise this Policy and to add any rules, policies, or procedures to this Policy at any time in order to maintain safe and efficient operation of the System. Users will be notified of any such amendment in accordance with PROPTX policy.

In all situations, including those where there are not applicable legal principles or the law is unclear or in conflict, PROPTX Members are expected to use the System in a manner that can be supported by PROPTX, and to exercise good judgment in the discharge of their responsibilities.

This Policy is issued by PROPTX. Changes to this Policy require approval by the Board of Directors of PROPTX. The primary responsibility for enforcement of this Policy and its operating procedures rests with the PROPTX. Senior management is responsible for ensuring the directives are implemented and administered in compliance with the approved Policy.

No part of this Policy or its supporting operating procedures should be interpreted as contravening or superseding any other legal and regulatory requirements placed upon PROPTX.

Definitions

Alias

An alias is an alternative name or electronic identification for oneself. An alias can be anything from a corporate name, a business department or a personal nickname.

Attachment

An attachment includes any file that is included with or attached to an electronic communication between an originator and a receiver.

Authorized User

Authorized User means any person who uses the System with proper authority. The term includes Members and employees of PROPTX who have been properly authorized to use the System.

Blind Carbon Copy (Bcc)

This term means that an original or carbon copied recipient will not know that a copy of the message is going to another person.

Carbon Copy (Cc)

Like in a written letter, the carbon copy "Cc:" is a message that is addressed to another person in addition to the addressee(s).

Chain Letter

Email intended to be sent to successive people. Typically, the body of the note has direction to send out multiple copies of the note and promises good luck or money if the direction is followed.

Denial of Service (DOS) Attack

A method of attacking a server by sending an abnormally high volume of requests over a network, which essentially slows down the performance of a server, such that the server is unavailable for Authorized Users.

Electronic Communications

Any communication transmitted electronically via the use of the System.

Electronic Mail

The Term "Electronic Mail" or "Email" is any information that is transmitted electronically through a mail protocol such as SMTP or IMAP. Email messages and logs may be considered legal documents in courts of law.

Email-bomb

An email-bomb is characterized by abusers repeatedly sending an email message to a particular address at a specific victim site. In many instances, the messages will be large and constructed from meaningless data in an effort to consume additional system and network resources.

Multiple accounts at the target site may be abused, increasing the denial of service impact.

Email Signature

An email signature is information that is included at the end of your email messages to give the recipient more information about you. It usually contains your name, title, address, phone number, etc.

Forward

The action of sending an email message received to someone other than the originally intended recipient(s).

Instant Messaging

A service that alerts users when friends or colleagues are online and allows them to communicate with each other in real time through private online chat areas.

Mailbox

An electronic mailbox receives and stores email messages until they can be retrieved by a recipient.

Malicious Code

Malicious Code takes many forms, including viruses, worms, Trojan Horses, and spyware. Malicious Code can be transmitted in attachments to an email, by downloading infected programming from other sites, and can be present on a diskette or CD. Creators of Malicious Code are extremely inventive and constant vigilance is required to avoid infection.

Newsgroup

A Newsgroup is an online discussion group. Newsgroups are sometimes called Forums.

Phishing

An email message that is designed to appear as though it came from a financial institution, government agency or commercial site and is intended to deceive the user into revealing sensitive information such as bank account numbers, passwords, and social security or other national identification numbers. The sensitive information can be personal or corporate.

Typically the information is then used for purposes of theft or the information is sold to others who may use the information for purposes of theft.

Spam

Spam (also called "Unsolicited Commercial Email") is a term used to describe an email that is sent out over the Internet in an attempt to force the message on numerous people who would not otherwise choose to receive it. Most spam is commercial advertising, often for dubious products, get-rich-quick schemes, or quasi-legal services. This type of message can also contain a Malicious Code.

Web-Based Email

This is an email account that is accessed through a Web browser such as Microsoft Internet Explorer.

Usage Rules Authorized

Users

Members of PROPTX are eligible to use the Electronic Communications Resources but may do so only in accordance with this Policy.

Personal Use

Incidental Personal Use

PROPTX's System is a corporate asset which must be used primarily for legitimate business purposes. Personal use is not forbidden, but such use:

- must be limited and not affect normal business activities;
- must not directly or indirectly interfere with PROPTX's operation of Electronic Communications Resources;
- must not compromise the security or reputation of PROPTX; and
- must not burden PROPTX with noticeable incremental costs.

Personal use does not include uses for profit or uses that would otherwise violate this policy.

Unacceptable Usage

Users should consider Board and community standards when trying to determine if an activity is appropriate. The following activities are unacceptable and are prohibited with respect to the Resources. The list below is not exhaustive, but attempts to provide a framework for activities that fall into the category of unacceptable and prohibited use.

- allowing others to access assigned personal accounts
- scraping or downloading of information without the proper authority or consent
- accessing another User's account
- seeking information on passwords or data belonging to others
- making unauthorized copies or using unlicensed proprietary software, or providing unauthorized copies of proprietary software to others
- copying someone else's files, or programs, or examining such information unless authorized by the owner
- unauthorized attempts to collect and/or disclose personal information including but not limited to PROPTX User email lists.
- unauthorized attempts to circumvent computer security methods, operating systems or probing for exposures in other systems or networks
- using the System for commercial purposes such as promoting by broadcast, unsolicited profit-driven products or services (Spamming).
- intercepting or examination of messages or files without right or authorization
- interfering or disrupting the work of other Users of the System (e.g. chain letters, 'denial of service' attacks) or engaging in any uses that result in the loss of User or System files

- attempting to circumvent security or resource restrictions by actions such as obscuring or falsifying your identity
- failure to maintain reasonable security precautions for your accounts or accesses
- any activity that violates any other PROPTX Rules or Policies, User Agreements or Bylaws.
- any activity that violates federal, provincial or municipal laws or regulations

Legal Risks and Unlawful Activities Email is a business communication tool and users are obliged to use this tool in a responsible, effective and lawful manner. Although by its nature email seems to be less formal than other written communication, the same laws apply. Therefore, it is important that users are aware of the legal risks of email.

- If you send emails with any libelous, defamatory, offensive, racist or obscene remarks, you can be held liable.
- If you forward emails with any libelous, defamatory, offensive, racist or obscene remarks, you can be held liable.
- If you unlawfully forward confidential information, you can be held liable.
- If you unlawfully forward or copy messages without permission, you can be held liable for copyright infringement.
- If you send an attachment that contains a virus, you can be held liable.

By following the guidelines in this policy, the User can minimize the legal risks involved in the use of email. If any User disregards the rules set out in this email policy, the User will be fully liable. Authorized Users must not engage in illegal or wrongful conduct. The following rules are required by law and are to be strictly adhered to. It is prohibited to:

- Send or forward emails containing offensive or disruptive content, which includes, but is not limited to defamatory, offensive, racist or obscene remarks. If you receive an email of this nature, you must promptly notify your supervisor.
- Forward a message without acquiring permission from the sender first.
- Send unsolicited email messages.
- Forge or attempt to forge email messages.
- Disguise or attempt to disguise identity when sending mail.
- Send email messages using another person's email account.
- Copy a message or attachment belonging to another User without permission of the originator.

Fraudulent Offers

Authorized Users must not make fraudulent offers of products, items or services originating from any PROPTX Account.

Intellectual Property Infringement

Authorized Users must not infringe the copyright or other intellectual property rights of PROPTX or any third parties.

Unsubstantiated Claims

Authorized Users may not use the System to exchange personal information about themselves or others to the extent such personal information contains exaggerated or unsubstantiated claims.

Discrimination

Authorized Users must not send discriminatory messages based on race age disabilities, gender, sexual orientation, or religious or political beliefs or other basis that is protected under applicable law.

Insensitive Language

Authorized Users must not send messages containing offensive, derogatory or abusive language.

Harassment

The System may not be used for conducting personal attacks on others that may be construed as harassment or threats or defamation of character.

Profanity

Authorized Users must not use profanity in their electronic communications.

Objectionable Material

Authorized Users are prohibited from sending objectionable material such as pornography and sexually explicit jokes.

System Maintenance

Work being performed by System administrators during maintenance or diagnostics may involve the need to access data. This work includes activities such as examining system logs for errors, network monitoring, resolving undeliverable mail, virus and spam filtering, fixing resource constraints, etc. System administrators will endeavor to respect the privacy of Users and handle the information in an appropriate manner.

Monitoring

PROPTX reserves the right but is not required to monitor computers or networks to ensure compliance with this Policy. For security and network maintenance purposes, authorized individuals within PROPTX may monitor and access equipment, systems and network traffic at any time.

Such access may include:

- User level and/or system level access to any computing or communications device;
- Access to information (electronic, hardcopy, etc.) that may be produced, transmitted or stored on PROPTX computers or property;
- Access to work areas (offices, cubicles, storage areas, etc.).

For any externally accessed PROPTX computers important to the activities of PROPTX, at a minimum, the following information shall be recorded either electronically or manually:

- Login and logout attempts;
- All access rights and constraints; and
- All IP connections via the firewall

Resource Restrictions

Authorized Users shall not employ the System for purposes that could reasonably be expected to directly or indirectly cause excessive strain on the System, or unwarranted or unsolicited interference with others' use of the System. The list below is not intended to be exhaustive.

Automated or Robot Software

Using automated or robot software to directly access the MLS System is prohibited and considered a violation of this policy.

Chain Letters and Malicious Code

Do not send or forward electronic mail chain letters or email with attachments known or suspected to contain Malicious Code.

SPAM

Do not send "spam".

Email-bombs

Do not send email bombs.

Illegal Software

Do not download illegal or pirated software.

DOS Attacks

Do not engage in DOS Attacks.

Automatic Forwarding

Do not set up rules to automatically forward email received to a company email inbox to an external email address.

False Identity and Anonymity

Authorized Users shall not, either directly or by implication, employ a false identity (the name or electronic identification of another) or forge/attempt to forge any portion of email or instant messages. Authorized Users may not send email anonymously (the sender's name or electronic identification are hidden).

Account Ownership

Authorized Users are responsible for their own accounts. Authorized Users are prohibited from providing their account and password information to another individual.

Authorized Users are also discouraged from utilizing another Authorized User's email account to either send or receive messages. In the event that this is required, the account owner is accountable for actions taken by other persons using their account.

Email Signature

It is recommended that Authorized Users use email signature to provide relevant contact information to the recipient. Email signatures should contain your full name, job title, company name, telephone and fax numbers, and the company web address.

Confidentiality and Security

Email Security

Authorized Users should be aware that email messages are not secure and can be potentially accessed by others.

There is no guarantee of delivery and they may be tampered with by a third party. They may also be intercepted, incorrectly addressed or easily forwarded to third parties. Therefore, Authorized Users are to use the following guidelines regarding email use:

- Authorized Users should verify that they have selected the intended destination or recipient (i.e., JSMITH, JSMITH1, JSMITH2, etc.) prior to transmitting an email message.
- Authorized Users should not share personal mail boxes and passwords. Do not tell others your PROPTX password. Do not write these passwords down or keep notes of them.
- Do not leave your email accessible so others can read or send a message from your PC purporting to be you, or amend or delete emails in your email account.
- Printed email messages should be retrieved as soon as possible to prevent unauthorized individuals from reading messages containing privileged information.
- Authorized Users must take necessary precautions when receiving emails via the Internet with attachments. These could contain Malicious Code and should be checked before opening.
- Never open email attachments from an unknown or unsolicited source – simply delete them.
- Do not respond to any email that asks for personal or account information, passwords or similar information.

Protection Against Malicious Code

PROPTX protects the network with software that scans for Malicious Code and runs on network servers.

Authorized Users are responsible for the protection of their own computers and should have software that scans for Malicious Code on their computers. They should ensure that this software is kept current.

Passwords

If an Authorized User suspects that a password has been disclosed to unauthorized parties, he or she must notify the SYSTEMS ADMINISTRATOR immediately and passwords must be promptly changed.

All passwords created by Authorized Users should be at least eight characters long, contain at least one upper and one lower case alphabetic character and at least one non-alphabetic character (example: Wed6%0L1).

Passwords created by Authorized Users should be difficult to guess. Derivatives of User-Ids must not be used.

Personal data like spouse's name, birthday, child's name, and pet's name are easy to compromise, unless accompanied by additional characters.

Do not:

- Use passwords that are substantially similar to previously used passwords.
- Store passwords in readable form in other locations where unauthorized persons might discover or use them.
- Send passwords (for subscriptions, e-commerce sites, vendor intranets, online portals, etc.) or other critical data like credit card information via email or other unsecured electronic methods.

- Use dial-up communications programs or Internet browsers to store fixed passwords at any time.

Authenticators and/or Passwords must never be shared

Confidentiality

Obligation of Confidentiality

Confidential information must be held in the strictest of confidence and in most instances, confidential information should never be communicated via email.

Confidential Files

Additional precautions should be taken when sending documents of a confidential nature.

Users who must transfer confidential documents via email are to ensure that the intended recipient is fully aware that the correspondence is 'CONFIDENTIAL'. Avoid using file names that might disclose confidential information. Confidential files should be password protected or encrypted. File protection passwords should NOT be communicated via email correspondence in any event, and other arrangements are to be made for the disclosure of the password.

Reporting, Violations and Enforcement

Every Authorized User has a duty to report all suspected and known violations of this Policy and problems with the System to PROPTX on a timely basis so that prompt remedial action may be taken. This obligation includes reporting of any suspected Malicious Code.

Any use of the System by any person who is not an Authorized User is strictly prohibited. Any such unauthorized use will be referred to appropriate governmental authorities for action and will be prosecuted vigorously by PROPTX.

Failure to conform to any provision of this Policy provides a basis for disciplinary action, which may include revocation of the privilege to use the System without notice, in addition to any further disciplinary or other actions PROPTX may deem appropriate.

The severity of the disciplinary action will depend on Senior Management's and/or PROPTX's Board of Directors assessment as to the severity of the situation.

Payment Information:



The PROPTX Services Department Staff will contact you for payment. As a security precaution please ask PROPTX staff to validate your designation or certificate number before you provide payment information.

Please provide the following information:

1. Name:

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3. Email Address:

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Please do not include credit card information here.