REDX
Real Estate Data Exchange™

Prior to releasing information concerning you and/or your company, you will need to execute this confidentiality agreement. An agreement for a corporation must be signed by an authorized corporate officer.

Please read, complete, sign and return the agreement via the fax number or address listed below.

CONFIDENTIALITY AGREEMENT

WHEREAS, Teranet Services Inc. ("TSI") maintains the Real Estate Data Exchange - REDX™, a system compiled from public information obtained by TSI from various regulators and self-regulatory organizations in the financial services and real estate industries and non-public information submitted by REDX subscribers in the real estate and mortgage industries in Canada; and

WHEREAS, based on the identification information you have provided, should TSI have in its REDX system information that appears to reference you and/or your company (the "Named Entity").

IT IS NOW THEREFORE AGREED by the Named Entity that:

1. Information received by the Named Entity from the REDX system or TSI (the "Information") may not be used for the purpose of screening current or prospective employees, borrowers or insureds. That is, it is expressly prohibited for the Named Entity to use any Information as a factor in establishing an individual's suitability for (i) credit or insurance to be used primarily for personal, family or household purposes; (ii) employment; or (iii) licensing. The Named Entity shall not use any Information to engage in unfair or deceptive practices. It is agreed that the Named Entity will not use any Information in such a way as to bring such use within the provisions of any federal Credit Reporting Act ("CRA") and its various provincial counterparts.

2. The Named Entity shall keep the Information confidential and will not make distribution of the Information beyond those individuals affiliated with the Named Entity who have a need to know the Information.

3. The Named Entity will take no action that results in republication of the Information to parties not affiliated with the Named Entity. Except as otherwise expressly provided herein, all Information shall be held in strict confidence by the Named Entity and shall not be reproduced, revealed or otherwise made accessible by the Named Entity in whole or in part, in any manner whatsoever, to any other person or entity outside the Named Entity, whether private, public, governmental or of any other nature, unless required by law, or unless the Named Entity obtains TSI's prior written consent.

4. Named Entity acknowledges and agrees TSI is a conduit for information that is publicly available or submitted by REDX subscribers. TSI accepts responsibility for accurately recording the public and non-public information it receives. Named Entity agrees to waive any and all claims of liability that might be brought against TSI, except for TSI's gross negligence or willful misconduct in recording the information it receives from public sources and/or its subscribers.

5. This agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, without regard to principles of choice of law thereof.

6. A copy of the signed original of this Agreement transmitted by facsimile or otherwise to TSI shall be binding on the Named Entity and have the same force and effect as the signed original.

AGREED TO:

_____ Its _____
(Sign Name) (Position / Title)

_____ Date: _____
(Print or Type Name)

_____
(Company Name)

_____
Street Address

_____
City, Province, Postal Code

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