

MULTIPLE LISTING CONTRACT – SCHEDULE “A”

ADDITIONAL TERMS AND CONDITIONS FOR MLS® MERE POSTING SERVICE

1. Nature of Relationship and Mere Posting Service

The Seller has contracted with the Broker for the limited purpose of posting information regarding the Property for sale on the Broker's local real estate board's Multiple Listing Service® ("MLS® System") and associated websites, including REALTOR.ca (the "Mere Posting Service").

The Seller acknowledges and agrees that the Broker's services under this Agreement are strictly limited to providing the Mere Posting Service and any administrative functions required to facilitate that service. Except as may be required by applicable law, regulation, real estate board rules, or CREA policies, the Broker shall not provide pricing advice, marketing advice, negotiation services, transaction management, representation, or other real estate trading services.

The parties acknowledge that CREA's Mere Posting requirements may require a listing brokerage to act in a capacity described as an "agent" for purposes of posting, amending, or removing a listing. The parties further acknowledge that compliance with such requirements shall not, in and of itself, expand the scope of services expressly agreed to herein. The relationship between the Seller and Broker shall be limited to the services expressly described in this Agreement and any duties that cannot be excluded under applicable law.

2. Seller's Representations, Warranties and Due Diligence

The Seller represents, warrants, and covenants that all information supplied to the Broker for inclusion in the MLS® System is, to the best of the Seller's knowledge, true, accurate, current, and complete.

The Seller shall promptly notify the Broker of any change affecting the accuracy of the information provided and shall be solely responsible for verifying the accuracy and completeness of all listing information, measurements, property details, disclosures, photographs, and related materials supplied to the Broker.

The Seller assumes full responsibility for any losses, claims, damages, fines, or liabilities arising from inaccurate, incomplete, misleading, or outdated information provided by the Seller.

3. Promotional and Marketing Rights

The Seller grants the Broker a non-exclusive, royalty-free licence during the term of the listing and thereafter to use information relating to the Property, the listing, and any completed transaction for the Broker's marketing, advertising, promotional, educational, and business purposes, subject to applicable privacy legislation.

The Seller consents to the collection, use, and disclosure of personal information reasonably required for the administration of the listing, compliance with MLS® requirements, and the Broker's marketing and promotional activities.

4. Seller Responsible for Transaction Management

The Seller acknowledges and agrees that the Seller shall be solely responsible for conducting and managing all aspects of the marketing, negotiation, sale, and completion of the transaction, whether independently or through advisors retained by the Seller.

The Seller further acknowledges that the Broker will not receive or hold deposits in trust in connection with the transaction unless otherwise agreed in writing. The Seller shall make independent arrangements for the receipt and holding of any deposit monies by a lawyer, notary public, cooperating brokerage, or other qualified stakeholder.

5. Limitation of Liability

To the fullest extent permitted by law, the Broker's aggregate liability arising out of or relating to this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total amount of fees actually paid by the Seller for the Mere Posting Service.

In no event shall the Broker be liable for indirect, consequential, incidental, special, exemplary, or punitive damages, including loss of profit, loss of opportunity, loss of sale, or reputational harm.

The Seller acknowledges that the MLS® System, REALTOR.ca, and related platforms are owned and operated by independent third parties. The Broker shall not be responsible for delays, interruptions, errors, omissions, technical failures, posting refusals, system outages, or actions of any real estate board, CREA, or third-party service provider.

6. Indemnification

The Seller shall indemnify, defend, and hold harmless the Broker, its brokers, associate brokers, licensed representatives, directors, officers, shareholders, employees, contractors, and affiliated entities (collectively, the "Indemnified Parties") from and against all claims, demands, actions, proceedings, liabilities, losses, damages, penalties,

finest, costs, and expenses, including legal fees on a solicitor and client basis, arising directly or indirectly from:

- (a) inaccurate, incomplete, misleading, or false information provided by the Seller;
- (b) any breach of this Agreement by the Seller;
- (c) the Seller's dealings with prospective purchasers, cooperating agents, members of the public, or regulatory authorities; or
- (d) any act, omission, negligence, misconduct, or unlawful conduct of the Seller.

7. Governing Laws

This Agreement shall be governed by the laws of British Columbia and the laws of Canada applicable therein.