

Colour Tech Marketing Inc. is proud to offer our newest service “On Behalf Of The Agent” (OBOTA). OBOTA is our automated Just Listed/Just Sold postcard service. The service involves the integration of several software applications, Filogix dms and our Radial Search Technology, without which the service could not be automated.

While Colour Tech has technically achieved integration to filogix dms, it cannot obtain any of your listing data to provide you with this service without your consent or Filogix’ receipt of a direction for same from your board. Accordingly, each Broker is required to sign a Data Transfer Agreement (DTA), which will assure the constant flow of Just Listed data to Colour Tech Marketing Inc. allowing us to print and deliver the cards to Canada Post.

Once the DTA is authorized by the Broker and Filogix has received written direction from your board to permit it to provide us with the data, Colour Tech will receive all ‘new’ listing data for that office. Postcards will be created solely for the agents who have registered for the OBOTA program.

The data will be used strictly for the Automated Postcard Program.

We look forward to helping you and your Sales Associates market directly to residents within a close proximity to the Just Listed properties.

Colour Tech Data Transfer Agreement

BACKGROUND

You are a member of _____ (“Board”). You are interested in subscribing to products and/or services of Colour Tech Marketing Inc. which requires it to obtain your listing data from Filogix Limited Partnership (“Filogix”) for the use and dissemination of certain of the information, pursuant to this Agreement.

AGREEMENT

By signing this document, you the undersigned Broker, hereby authorize Colour Tech to obtain the information belonging to our firm from Filogix to be used according to all rules, regulations, laws and guiding principles of the licensing bodies governing your local board.

TERM AND TERMINATION

1. This Agreement shall continue in force until either party gives 30 days written notice of non-renewal to the other party.
2. This Agreement, any Assignment, and/or any license granted hereunder may be terminated in accordance with the following:
 - a. Colour Tech may terminate this Agreement and/or the license granted herein immediately, if Broker ceases to be a member of a Real Estate Board served by Filogix; or upon 30 calendar days written notice if Broker has breached any other material provision of this Agreement, including failure to make payments when due, and such breach is not fully cured within such 30 day period.
 - b. Broker may terminate this Agreement on 30 calendar days written notice if Colour Tech has breached any material provision of this Agreement and such breach is not fully cured within such 30 day period.

Upon termination of the Agreement or the license granted herein, Colour Tech’s right to use and/or possess the Data and Proprietary Information shall immediately cease. Colour Tech shall immediately stop using the Data and Proprietary Information and shall delete all copies thereof from all storage media used by Colour Tech. Colour Tech shall provide Broker with written certification signed by an officer of Colour Tech that all copies of the Data and Proprietary Information have been destroyed and that Colour Tech has retained no copies. Nothing in this provision prevents Colour Tech from utilizing its own data that is identical or similar to the Data.

Termination of this Agreement, any assignment or any license granted hereunder shall not limit the remedies otherwise available to either party, including injunctive relief.

INDEMNITY

Broker will defend or settle at its own expense any and all suits, actions or claims regarding (i) any part of the Data or (ii) the use of the Data by Broker or any customer, or contact of Broker in the manner contemplated by this Agreement. Broker will pay all damages awarded in any such suit, action or claim and will indemnify and save harmless Colour Tech from any other cost or liability reasonably incurred by it as a result of such suit, action or claim.

LIMITATIONS OF LIABILITY

To the extent permitted by applicable law, neither Colour Tech nor any person related to Colour Tech shall be liable hereunder for damages which exceed, in the aggregate, the fees paid by Broker for the specific data that gave rise to such damages.

To the extent permitted by applicable law, in no event shall Colour Tech be liable for any indirect, special, incidental, exemplary, consequential or punitive damages, including but not limited to those for business interruption or loss of profits, even if Colour Tech has been notified of the possibility of such damage.

Nothing in this agreement shall limit either party’s liability for death or personal injury caused by a party’s negligence or liability for fraud. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada.

FULL COMPANY NAME (please print)

FULL COMPANY ADDRESS (please print)

BROKER NAME (please print)

BROKER SIGNATURE

COLOUR TECH NAME (please print)

COLOUR TECH SIGNATURE