

Client Confidentiality Agreement

This Client Confidentiality Agreement (the "Agreement") sets out the confidentiality standards that apply when SF Realty receives, creates, reviews, stores, transmits, or otherwise handles information in connection with client-authorized asset visibility, monitoring, reporting, and decision-support services.

This Agreement is intended to operate together with any statement of work, engagement letter, non-disclosure agreement, service terms, or written client instruction that applies to a particular engagement. If a written client agreement imposes a higher confidentiality standard, that higher standard will control for that engagement.

1. Purpose and Scope

SF Realty provides remote asset monitoring, visual intelligence, site and route visibility, risk-focused reporting, timeline tracking, and concise executive briefings for clients with authorized interests in assets, properties, routes, or operational situations.

The purpose of this Agreement is to confirm that client identities, project details, operational instructions, reports, imagery, communications, and related records are handled confidentially and used only for legitimate, authorized, asset-related purposes.

2. Definitions

Term	Meaning
Client	The person, company, family office, advisor, owner, operator, insurer, investor, lender, representative, or other authorized party that requests or receives services from SF Realty.
Confidential Information	Any non-public information described in Section 3, whether provided by the Client, collected within the authorized scope, generated by SF Realty, or derived from the engagement.
Deliverables	Reports, photographs, video, satellite imagery, authorized drone imagery, maps, timelines, risk notes, flagged anomalies, activity summaries, route updates, escalation alerts, and executive briefings.
Authorized Purpose	The specific asset-related, route-related, property-related, operational, due-diligence, risk-monitoring, or decision-support purpose approved by the Client and accepted by SF Realty.

3. Confidential Information

For purposes of this Agreement, Confidential Information includes all information that a reasonable client would expect to remain private or restricted, including information that is not expressly marked confidential. Confidential Information includes, without limitation:

- (a) the Client identity, authorized representatives, contact details, ownership or advisory relationships, and instructions;
- (b) project briefs, statements of work, pricing, engagement terms, access instructions, restrictions, timelines, scope notes, and escalation rules;
- (c) asset addresses, route details, coordinates, site descriptions, property details, logistics information, security context, and operational conditions;
- (d) photographs, video, satellite imagery, authorized drone imagery, map references, visual status updates, and source materials;
- (e) Deliverables, drafts, working files, analysis, risk notes, flagged anomalies, change-detection notes, and executive summaries;
- (f) email, phone, messaging, meeting notes, call summaries, and other communications with or about the Client; and
- (g) any compilation, extract, summary, or derivative work based on the information listed above.

4. Confidentiality Obligations

SF Realty will use reasonable care to protect Confidential Information from unauthorized access, use, disclosure, loss, alteration, or destruction. SF Realty will not sell, rent, trade, publish, or otherwise commercialize Confidential Information.

- (a) SF Realty will restrict access to Confidential Information to personnel, representatives, advisors, and approved service providers who have a legitimate need to know the information for the Authorized Purpose.
- (b) SF Realty will use Confidential Information only to plan, perform, verify, report, manage, support, improve, or conclude the services requested by the Client.
- (c) SF Realty will share Deliverables and engagement communications only with authorized Client contacts, unless another disclosure is permitted under this Agreement or required by law.
- (d) SF Realty will use practical administrative, contractual, and technical safeguards appropriate to the sensitivity of the information and the nature of the engagement.

5. Permitted Use

Confidential Information may be used only for the Authorized Purpose and for closely related administrative, legal, operational, safety, billing, record-keeping, quality-control, and dispute-prevention purposes. SF Realty may also use aggregated or anonymized operational lessons for internal process improvement, provided that the information does not identify the Client, a specific asset, a specific route, a specific site, or the details of a particular engagement.

6. Authorized Disclosure

SF Realty may disclose Confidential Information only where the disclosure is limited, relevant, and reasonably necessary. Permitted disclosures include:

- (a) disclosures to authorized Client contacts and representatives designated by the Client;
- (b) disclosures to SF Realty personnel, contractors, technical providers, mapping providers, imagery providers, communications providers, legal advisors, professional advisors, or other service providers who need the information to support the engagement;
- (c) disclosures required to comply with applicable law, regulation, court order, governmental request, airspace requirement, safety requirement, or lawful process;
- (d) disclosures reasonably necessary to protect rights, safety, property, security, systems, or the integrity of the services; and
- (e) disclosures expressly authorized by the Client in writing or through the agreed project communication channel.

7. Personnel, Vendors, and Subcontractors

SF Realty may use employees, contractors, technical vendors, imagery providers, field contacts, advisors, or other supporting personnel where reasonably necessary for the Authorized Purpose. SF Realty will require such persons or entities to handle Confidential Information consistently with the confidential nature of the engagement and to access only the information reasonably needed for their role.

8. Security and Handling Standards

SF Realty will apply reasonable safeguards that may include access limitation, restricted project folders, controlled distribution lists, password-protected systems, secure storage practices, service provider controls, limited retention, and agreed communication channels. The specific measures may vary depending on the scope, sensitivity, location, delivery method, and operational requirements of the engagement.

No online system, email account, messaging channel, device, or transmission method can be guaranteed to be completely secure. The Client should use the agreed project channels and avoid sending unnecessary sensitive information outside those channels.

9. Reports, Imagery, and Monitoring Materials

Reports, imagery, maps, visual evidence, risk notes, timelines, and escalation alerts are prepared for the Client and the Authorized Purpose. Unless otherwise agreed in writing, they may not be shared outside the Client's authorized team, published, posted online, used in marketing, disclosed to unrelated third parties, or repurposed for a different matter.

SF Realty may mark Deliverables as confidential, restricted, draft, or client-only where appropriate. The absence of such a marking does not remove the confidential character of the material.

10. Legal and Operational Boundaries

SF Realty operates only within a defined and authorized scope. SF Realty does not provide law-enforcement services, private investigation services, military services, unauthorized surveillance, unlawful data collection, trespass, bypassing of access restrictions, or collection outside the agreed asset-monitoring scope.

Monitoring activities are designed for legitimate asset visibility, operational awareness, and decision-support. Drone-based work, where used, must be legally permitted, properly authorized, and compliant with applicable airspace, privacy, and safety requirements. SF

Realty focuses on assets, sites, routes, and visible operational conditions, not private individuals.

11. Client Responsibilities

The Client is responsible for providing accurate instructions, authorized contacts, restrictions, ownership or authority information, and any required approvals or permissions. The Client must not request services for unlawful purposes, unauthorized surveillance, harassment, personal tracking, intrusion into private areas, or collection unrelated to the approved scope.

The Client is also responsible for protecting Deliverables after receipt, limiting internal distribution, using agreed channels for sensitive communications, and promptly notifying SF Realty if authorized contacts change or if any delivered material is lost, misdirected, or accessed by an unauthorized person.

12. Retention, Return, and Destruction

SF Realty will retain Confidential Information for as long as reasonably necessary for the engagement, Client-approved follow-up, business records, billing, legal compliance, security, dispute prevention, audit, insurance, or other legitimate business purposes. When information is no longer required, SF Realty may delete, anonymize, archive, or destroy it in accordance with applicable retention practices and written contractual requirements.

Upon reasonable written request, and subject to legal, regulatory, technical, backup, and record-retention limitations, SF Realty will consider return, deletion, restricted access, or further retention instructions relating to specific Confidential Information.

13. Exclusions

Confidential Information does not include information that SF Realty can reasonably demonstrate:

- (a) is or becomes publicly available through no breach of this Agreement by SF Realty;
- (b) was lawfully known to SF Realty before receipt from the Client and without a duty of confidentiality;
- (c) is lawfully received from a third party without a duty of confidentiality;
- (d) is independently developed by SF Realty without use of the Client's Confidential Information; or
- (e) is approved by the Client for disclosure.

14. Compelled Disclosure

If SF Realty is required by law, regulation, court order, governmental authority, or lawful process to disclose Confidential Information, SF Realty may make the required disclosure. Where legally permitted and reasonably practical, SF Realty will seek to provide notice to the Client so the Client may seek protective treatment or other appropriate relief.

15. Incidents and Unauthorized Access

If SF Realty becomes aware of unauthorized access, loss, misuse, or disclosure involving Confidential Information, SF Realty will assess the issue, take reasonable steps to contain it, and coordinate with affected Client contacts in line with applicable contractual and legal obligations. The timing and content of any notice will depend on the nature of the incident, applicable law, and the information reasonably available at the time.

16. Ownership and No License

Confidential Information remains the property of the Client or the relevant rights holder, subject to SF Realty's rights to use the information for the Authorized Purpose and related business, legal, operational, and record-keeping purposes. This Agreement does not grant either party any ownership interest, intellectual property license, or right to use the other party's name, brand, materials, or information except as expressly permitted.

17. Survival

The confidentiality obligations in this Agreement continue after the completion, expiry, or termination of an engagement for as long as the information remains confidential by nature or as required by a written agreement, applicable law, or reasonable commercial practice.

18. Relationship to Other Agreements

This Agreement supplements SF Realty's website policies, service terms, statements of work, engagement letters, non-disclosure agreements, and written client instructions. If there is a conflict, the document that provides the stricter confidentiality obligation or the more specific engagement instruction will apply, unless the parties expressly agree otherwise in writing.

19. Governing Law

Unless another written agreement states otherwise, this Agreement is governed by the laws of the Province of Ontario and the applicable federal laws of Canada. Any dispute relating to this Agreement will be handled in accordance with the dispute-resolution provisions in the applicable client agreement, if any.

20. Contact

Confidentiality questions, authorized-contact changes, restriction requests, or instructions relating to project materials should be directed through the agreed project channel or to SF Realty using the contact details below.

SF Realty

Website	https://sfrealty.ca
Email	sales.edu@sfrealty.ca
Phone	+1 437 907 7388

End of document.