

CONFIDENTIALITY AGREEMENT

TO: _____ (the "**Buyer**")

RE: **65 Cloverhill Road, Toronto Ontario** (the "**Property**")

The Buyer and Agent hereby acknowledges that it will be provided access to confidential information about the Property, including but not limited to the business/owner name of the Property, (collectively, the "**Review Materials**") and that the Review Materials are being made available upon and subject to the terms hereof:

For good and valuable consideration (including but not limited to access to the Review Materials) the receipt and sufficiency of which are hereby acknowledged, the Buyer and the Agent hereby acknowledges and agrees that the Review Materials and any other information furnished to the Buyer and Agent, whether before or after the date hereof, related to the acquisition of the Property will be kept confidential and will not be used for any other purposes, nor is it to be made available, or any information contained therein disclosed, to any other persons, without the express prior written consent of Royal LePage Real Estate Services Limited (the "Advisor") or the seller of the Property (the "Seller") provided, however, that any such information may be disclosed to such of the officers, directors, employees and representatives and designated investors or proposed lenders of the Buyer who need to know such information for the purpose of evaluating the acquisition of the Property, it being agreed that such persons shall be informed by the Buyer and the Agent of the confidential nature of such information and shall be directed by the Buyer and the Agent to treat such information confidentially and that, by receiving such information, they agree to be bound by this Agreement. The Buyer and the Agent agree to be responsible for any breach of this Agreement by the Buyer, the Agent or any of its officers, directors, employees, representatives and designated investors or proposed lenders of the Buyer.

If, for any reason, the sale of the Property does not proceed, or upon request of the Vendor, the Review Materials will be immediately returned to the Vendor together with all copies thereof, if expressly permitted, and any summaries or notes, if any, made in connection with such Review Materials.

The Review Materials, which are subject to this Agreement, do not include information which has or may become generally available to the public, other than as a result of disclosure contrary to the terms of this Agreement. The Buyer further acknowledges that any summaries of documents contained in the Review Materials are not intended to be comprehensive statements of the terms of such documents.

The Buyer further acknowledges and agrees that no warranty or representation is made

by the Advisor or the Seller, or any of their respective affiliates, subsidiaries, advisors or agents, as to the accuracy or completeness of any information or summaries contained in the Review Materials, that the Review Materials are subject to change and that the Buyer is solely responsible for satisfying itself with respect to the Review Materials and the contents, accuracy and status thereof without reliance of any kind upon the Seller or the Advisor. The Buyer also agrees to indemnify and hold harmless the Seller and Advisor from any claim or legal action that may arise, in any nature whatsoever, as a result of the use and/or receipt of the Review Materials by the Buyer and/or its officers, directors, employees, representatives and designated investors.

NON-CIRCUMVENTION AGREEMENT. The respective Parties involved in this Agreement, agree not to circumvent each other. The Parties agree that they will not make any contact, directly or indirectly, written, oral, electronic or by any medium of contact whatsoever, with any Sources (as hereinafter defined) without the express written consent of the other introducing Party. Each of the listed Parties hereto, accepts and understands that any overt or covert action of circumvention, or unauthorized disclosure shall constitute a breach of trust and shall be considered a breach of the terms and conditions of this agreement. Such action shall be subject to judicial action, and recompense. If either Party shall bring an action to recover payment or other compensation pursuant to the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and expenses as may be awarded, including legal fees and costs, and recovery for liquidated damages and punitive damages as may be awarded by and through any legal process or jurisdiction. For the purposes of this Agreement, the term "Party" or "Parties" shall be considered to include and be binding upon the parties to this Agreement, any individual, entity or entities, including but not limited to, associates, partners, assigns, spouses, employees, agents, principals, clients, corporations, companies, subsidiaries, divisions, affiliated, associations, collateral providers or the like, which the Parties hereto may now or in the future be associated with during the term of this Agreement and any renewal thereof. For the purposes of this Agreement, the term "Sources" shall be considered to include any business opportunity, principal, individual, entity or entities, including but not limited to, customers and distributors, their associates, partners, assigns, spouses, employees, agents, principals, clients, corporations, companies, subsidiaries, divisions, affiliated partnerships, associations or the like, introduced to or brought to the attention of a Party to the other Party during the term of this Agreement or any renewal thereof.

If you are in agreement with all of the above, kindly sign and date your acknowledgement and agreement.

Regards,

Ian Wilson

DATED at _____ this _____ day of _____, 2021

[COMPLETE APPROPRIATE SECTION]

<i>CORPORATE BUYER:</i>	<i>INDIVIDUAL BUYER:</i>
Name of Corporation	
Per: Name & Title I have authority to bind the corporation	Name:
	Signature:
<i>Contact Information:</i>	
Street Address	Telephone Number
City & Province	Facsimile Number
Postal Code	Email Address

<i>BUYER'S REPRESENTATIVE"</i>
Name: Ian Wilson
Signature: