

## CONFIDENTIALITY AGREEMENT

THIS AGREEMENT, dated \_\_\_\_\_ is entered into by and between \_\_\_\_\_ (the “Purchaser”) and **159 Colonnade Inc.** (“The Vendor”) (collectively referred to as the “Parties”).

Whereas **159 Colonnade Inc.** is providing financial reporting and due diligence (the ‘Documents’) in relation to the sale of **159 Colonnade Road South**, and in respect thereof the Vendor wishes to keep confidential any information arising from the review and discussion of these documents. In consideration of the execution of this Agreement and the Purchaser receiving or being exposed to information relating to the properties, the Parties agree that:

The Purchaser or their representatives will not discuss, reveal or disclose any Confidential Information to any other person, firm or corporation, including any affiliated or subsidiary companies for any purpose other than for the Purpose, without the express prior written consent of the Vendor.

Upon the Vendor’s request, the Purchaser will immediately return or destroy all Confidential Information including all copies thereof. This Agreement shall survive the returning and destroying of information.

The Purchaser acknowledges and agrees that the breach by the Purchaser of any provision of this Agreement will cause irreparable damage to the Vendor and the monetary damages may not be a sufficient remedy for any breach of this Agreement. It is hereby agreed that Vendor will be entitled to immediate equitable relief, including injunction and specific performance, as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach but shall be in addition to all other remedies available at law or equity. In addition, the Vendor shall be further entitled to an accounting of all earnings, profits or other benefits acquired by the Supplier as a result of such breach.

The Purchaser hereby acknowledges that the foregoing covenants are reasonable and waives any defense to the strict enforcement thereof by the Vendor.

This Agreement constitutes the entire understanding between the Parties. The validity and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and Canadian federal laws applicable therein. The Parties hereby consent and attorn to the jurisdiction of the Provincial or Federal Courts located in the Province of Ontario for the purpose of any action or proceeding brought by either of them on or in connection with this Agreement or any alleged breach thereof.



This Agreement shall be binding upon the undersigned and their respective successors, assigns and legal representatives.

(Purchaser Name): \_\_\_\_\_

(Title): \_\_\_\_\_

(Signature): \_\_\_\_\_