CONFIDENTIALITY AGREEMENT

THIS AGREEMENT entered into as of the _____ day of _____, 2024.

BETWEEN:

Marcus & Millichap Real Estate Investment Services Canada Inc.
having an address at 275 Bank Street, Suite 301, Ottawa, Ontario, K2P 2L6
(hereinafter called the **"Informant").**

OF THE FIRST PART

- and –

_____

having an address, telephone number, and email address of:
Address: _____
Telephone: _____
Email: _____

(hereinafter called the **"Recipient").**

OF THE SECOND PART

- and –

_____

having an address, telephone number, and email address of:
Address: _____
Telephone: _____
Email: _____

(hereinafter called the **"Recipient"**)

OF THE THIRD PART

WHEREAS the Informant and the Recipient are currently engaged in discussions with respect to entering into a mutually satisfactory business relationship relating to the real estate assets and business contacts and prospective contracts of the Informant used in connection with its business (the "Business").

AND WHEREAS such discussions have involved and will involve the written and verbal disclosure, or granting of access, to the Recipient by the Informant or by the Informant's affiliates, of information owned, possessed or controlled by them relating to the Business, which

may include, but is not limited to, financial data, business plans, employees, employee matters, personal information, trade secrets, technical information and results of research;

AND WHEREAS the parties wish to define their rights with respect to any Information disclosed in connection with such discussions, and to protect the rights of the Informant and its affiliates to such information;

THEREFORE THIS AGREEMENT WITNESS that in consideration of the above promises, the parties continuing to negotiate in good faith, and the terms and conditions contained herein, the parties agree as follows:

1. In this Agreement, "Proprietary Information" means any and all data and information, financial or otherwise, with respect to the business, affairs or operation of the Business disclosed by the Informant or any representative or agent of the Informant, to the Recipient, but Proprietary Information shall not include data or information which:

    1. was in the public domain prior to the date of receipt by the recipient;

    2. was in the Recipient's lawful possession prior to the date of communication by the Informant;

    3. becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Recipient; or

    4. was supplied to the Recipient by a third party having the lawful right to do so.

2. The Informant shall at its discretion provide the Proprietary Information to the Recipient, with the objective of permitting both parties to conclude successfully the negotiations, subject to the terms and conditions contained herein. Nothing herein obligates the Informant to disclose or grant access to any particular Proprietary Information to the Recipient.

3. The Informant and its affiliates shall continue to have all right, title and interest in and to the Proprietary Information and the Proprietary Information shall be held in trust by the Recipient for the benefit of the Informant and its affiliates. The Recipient will not, directly or indirectly use, exploit, disclose or grant access to the Proprietary Information to any person for any purpose except as described in this Agreement. Disclosure or use of the Proprietary Information by the Recipient in breach of this Agreement shall be deemed to cause the Informant irreparable harm for which damages are not adequate remedy. The Recipient further covenants not to use any such information to the detriment of the Informant.

4. The Recipient shall disclose and grant access to the Proprietary Information only to those of its employees, agents, sub-agents, consultants who shall have a need to know the Information for purposes of evaluating the Business.

5. The Recipient shall, upon request of the Informant, immediately return all Proprietary Information and copies thereof under the Recipient's power or control to the Informant or shall destroy such Proprietary Information and copies as directed by the Informant and furnish proof of their destruction to the reasonable satisfaction of the Informant.

6. The Recipient represents that it is not now a party to, and agrees not to enter into, any agreement or incur any obligations, in conflict with the Agreement.

7. This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario, Canada. The provisions of this Agreement may however be enforced in any court of competent jurisdiction.

8. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and affiliates.

No amendment to the terms and conditions of this Agreement shall be valid and binding on the parties hereto unless made in writing and signed by an authorized representative of each of the parties.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be executed by its duly authorized representative.

_____
Recipient

By: _____
Recipient