



# CONFIDENTIALITY AGREEMENT

The undersigned hereby acknowledges that Mysak Realty Inc, has been retained by the Seller on an exclusive basis to arrange the sale of (the "Property"). All inquiries and communications with respect to the property shall be directed to any of the above listing agents of Mysak Realty Inc. We have requested from the Seller and Mysak Realty Inc., information, including confidential and proprietary information, which has not been generally disclosed to the public, for use in evaluating a potential purchase of the Property. We agree to keep confidential any and all information supplied to us concerning the Property that is not a matter of public record and not utilize any such information for our own benefit (or for the benefit of anyone else) other than for the evaluation of the Property with respect to a potential purchase.

**1. Confidential Information.** "Confidential Information" includes, without limitation relating to Mysak Realty Inc., partners and related terms of agreements and information received from the Seller and third parties that Mysak Realty Inc. is obligated to treat as confidential.

We understand that we may not transmit any such information to any other person other than the ones indicated on this Agreement. We agree to be responsible for any breach of this Agreement. We agree that any legal, financial or any other third party advisors that are retained by us, to act on our behalf, will be compensated by us.

We agree to return all documentation provided herewith and any notes or copies made thereof if we decide not to pursue or complete this opportunity. We also agree not to use the information provided in any way detrimental to the Seller (or any parties assisting the Seller), either before or after cessation of our pursuit of property purchase.

We agree to indemnify and save harmless the Seller and Mysak Realty Inc from any claims, losses, damages and liabilities whatsoever (including legal fees on a substantial indemnity basis and disbursements) arising out of a breach by us or any of our representatives of any of the terms or other provisions of this Agreement. Mysak Realty Inc. and the Seller also reserve the right not to release information.

**2. Non-Disclosure.** The Recipient shall, during the term of this Agreement and for a period of one year after the termination of this Agreement, use reasonable care to maintain the confidentiality of Confidential Information. The Recipient agrees, represents and warrants that outside of his lawyer and accountant ("collectively the Representatives") the confidential information will not be shared or disclosed with anyone. Furthermore, The Recipient agree that prior to any representatives being given access to the Confidential Information all such Representatives shall be bound by the terms of this Agreement. The Recipient agrees to be responsible for any breach of this Agreement by it or its Representatives.

For the purpose of this Agreement, the term "reasonable care" shall mean the same degree of care exercised by the Recipient with respect to its own information of the same nature as Confidential Information.

**3. Non-circumvention.** Notwithstanding any provisions of this Agreement, The Recipient agrees that it will not directly or indirectly circumvent Mysak Realty Inc. in any manner regarding this Transaction, including without limitation, implementing in any manner all or any part of such Transaction. It is further agreed that the Recipient shall not be entitled to receive remuneration in any manner in connection herewith without the consent of Mysak Realty Inc. upon terms satisfactory to Mysak Realty inc. determined at its own discretion. Any failure on the part of the Recipient or its Representatives to comply herewith will be deemed to be a breach of this Agreement by the Recipient.

As a transactional and communications procedure, it is agreed that there will be no communication of any sort between the Recipient and the Seller without the direct involvement of Mysak Realty Inc. The buyer agrees to continue to work through Mysak Realty Inc for the above mentioned property including offers within 12 months after the expiration of the Listing Period, so long as the Buyer wishes to make any offer within said timeframe and the Buyer was introduced to the Property during the Listing Period or shown the Property during the Listing Period, which the Buyer has acknowledged by signing below.

**4. Governing Law and Equitable Relief.** This Agreement shall have a term of 2 years and shall be governed and constructed in accordance with the laws in force in the Province of Ontario and the parties consent to the exclusive jurisdiction of the Ontario provincial courts and Canadian federal courts located there for any dispute arising out of this Agreement.

The Recipient further acknowledges and agrees that the nature of the Confidential Information is such that its disclosure cannot be adequately compensated solely by damages and therefore any breach of this Agreement is in addition to the remedies available to the Disclosing Party at equity or at law and that the Disclosing Party is entitled to apply for injunctive relief to restrict the breach or any further breach. If either the Disclosing Party or the Recipient employs lawyers to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable lawyer's fees.

The parties agree that this Agreement is binding on all successors or permitted assigns and the parties agree to accept the Confidential Information furnished and to be furnished subject to the conditions set forth in this Agreement. This Agreement will remain in effect if the parties agree to enter into and complete a Transaction.

THE SECTION BELOW MUST BE COMPLETED AND SUBMITTED TO RECEPTION@MYSAKREALTY.COM IN ORDER TO RECEIVE DUE DILIGENCE PACKAGE

\*PURCHASER NAME:

\*REPRESENTATIVE:

\*COMPANY:

\*COMPANY:

\*EMAIL ADDRESS:

\*EMAIL ADDRESS:

\*PHONE NUMBER:

\*PHONE NUMBER:

\*DATE SIGNED:

\*DATE SIGNED:

\*SIGNATURE:

\*SIGNATURE:

(I possess the authority to legally bind the Corporation)

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This disclaimer shall apply to Mysak Realty Inc., Brokerage. The information set out herein (the "Information") has not been verified by Mysak Realty Inc., and Mysak Realty Inc does not represent, warrant or guarantee the accuracy, correctness and completeness of the Information. Mysak Realty Inc does not accept or assume any responsibility or liability, direct or consequential, for the Information or recipient's reliance upon the Information. The recipient of the Information should take such steps as the recipient may deem necessary to verify the Information prior to placing any reliance upon the Information. The Information may change and any property described in the Information may be withdrawn from the market at any time without notice or obligation to the recipient from Mysak Realty Inc.