

CONFIDENTIALITY AGREEMENT, AGENCY DISCLOSURE AND ACKNOWLEDGMENT

TO: Circle Productions Ltd. & Georg Cinq Trading Co. Limited (the "Seller's") & CBRE Limited (the "Listing Agent")

RE: 480 – 490 Adelaide Street West, Toronto, Ontario, Canada (the "Property")

CONFIDENTIALITY

1. We acknowledge that all information in respect of the Property is "**Confidential Information**" belonging to the Seller and/or the current owner of the Property, and will be so treated by us.
2. We covenant and agree to keep confidential any and all Confidential Information supplied to us concerning the Property and not to utilize any such Confidential Information for our own benefit (or the benefit of anyone else) other than for the evaluation of the Property with respect to a potential purchase of the Property.
3. Such Confidential Information may not be disclosed by us to any person or entity other than to our directors, officers, employees or other representatives (collectively "**Representatives**") who might be advised of the Confidential Information for the purpose of evaluating our potential purchase of the Property. We agree that we will be responsible for any breach of this Confidentiality Agreement by our Representatives.
4. We undertake to inform such Representatives of the confidential nature of such information and to ensure that they will be bound by the terms of this Confidentiality Agreement.
5. Upon the Seller's and/or Listing Agent's request, we agree to immediately return all Confidential Information provided to us herewith, and any notes, extracts or copies made thereof. We will supply a certificate signed by one of our authorized officers confirming that, to the best of his or her knowledge, information and belief, having made all proper enquires, the requirements of this paragraph have been fully complied with. We also agree not to use the Confidential Information in any manner that is detrimental to the interests of the Seller and/or the Listing Agent.
6. This Confidentiality Agreement will continue in effect for a period of twelve (12) months from the date hereof.

AGENCY DISCLOSURE & ACKNOWLEDGEMENT

It is understood and agreed that:

- i. The Listing Brokerage, CBRE Limited, represents the sole interests of the Seller in this transaction.
- ii. CBRE Limited is not representing or providing Customer Service to the Buyer.
- iii. CBRE Limited shall be compensated exclusively by the Seller.
- iv. We represent that we are acting as principals on this transaction without a broker and that, if we choose to employ a broker, we shall do so at our sole cost and expense. Therefore, we agree to indemnify and hold the Seller harmless from and against any and all loss, costs, damages and judgments arising from the claim(s) of any brokers alleging to have dealt with or through us in connection with the Property.

DATED at _____, this _____ day of _____, 2018.

Per: _____

Name: _____

Title: _____

Corporation: _____

Email: _____

Phone: _____

