

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the “**Agreement**”) made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

BETWEEN: **3582559 Manitoba Inc.** (the “Owner”)

AND: \_\_\_\_\_ (the “Recipient”)

WHEREAS:

A. The Owner has received a request, through its agent Shindico Realty Inc., from the Recipient to provide it with Confidential Information (as hereinafter defined) for due diligence relating to **the restaurant business located on Portage Avenue in Winnipeg, Manitoba**, (the “Business”) and, more specifically, for the purpose of deciding whether to enter to an agreement of purchase and sale of the Property (the “Agreement”);

B. The Owner and the Recipient wish to evidence their understanding as to the confidential nature of all information disclosed by the Owner to the Recipient.

NOW THEREFORE in consideration of the following covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Recipient hereby covenants and agrees as follows:

1. The Recipient acknowledges that it will be receiving certain information, furnished to the Recipient by the Owner through Shindico Realty Inc. (including without limitation, written information as well as information transferred visually, electronically or by any other means). All such information, together with all related analyses, compilations, data, memoranda, studies, or other documents prepared by the Owner its subsidiaries, affiliates, directors, officers, employees, partners, legal advisors, or agents (any and all of the foregoing being hereinafter referred to as “**Representatives**”) containing, or based in whole or in part on, any such furnished information or reflecting such furnished information in the review thereof by the Recipient or its Representatives is collectively referred to herein as “**Confidential Information**”.
2. Notwithstanding the foregoing, the obligations imposed on the Recipient and its Representatives with respect to Confidential Information will not apply to any information which:
  - (a) at the time of disclosure to the Recipient was already in the Recipient’s possession or known to the Recipient, as evidenced by the Recipient’s business records or other reliable evidence, unencumbered by an obligation of confidence;
  - (b) is or becomes publicly available through no act of the Recipient or any of its Representatives;

- (c) is received in good faith by the Recipient from a third party whom the Recipient has reasonable grounds to believe and does believe has a valid right to disclose it and is not under a confidential obligation to the Owner; or
  - (d) is approved for release by written authorization of the Owner.
- 3. Except as otherwise expressly permitted by this Agreement, the Recipient will not, and will direct its Representatives not to disclose to any other person that the Confidential Information has been made available to it, that discussions or negotiations are taking place between it and the Owner concerning a potential transaction, or any of the terms, conditions, or other facts with respect to any such transaction, including the existence and status of this Agreement.
- 4. The Confidential Information will be kept confidential by the Recipient and its Representatives and will not, without the prior written consent of the Owner, be disclosed to any person by the Recipient or its Representatives, in any manner whatsoever, in whole or in part, and will not be used, directly or indirectly, for any purpose other than evaluating whether or not the Recipient wishes to enter into the proposed transaction (the “**Permitted Purpose**”). The Recipient may provide access to the Confidential Information to only those of its Representatives who need such access and who are informed in advance by the Recipient of the confidential nature of the Confidential Information and who the Recipient ensures in advance are under obligations of confidentiality and restricted use which are equal to or greater than those set forth in this Agreement. The Recipient will so obligate its Representatives that if any Representative breaches a confidentiality or restricted use obligation, the Representative will be jointly and severally responsible with the Recipient to the Owner for such breach.
- 5. The Recipient and its Representatives will take all necessary precautions with the Confidential Information so as to prevent its disclosure. Notwithstanding the foregoing, the Recipient may disclose Confidential Information pursuant to a requirement of a governmental department, administration, agency, or commission or if disclosure is otherwise required by operation of law, rule or regulation, provided, in each case, that the Recipient gives notice in writing to the Owner of the required disclosure immediately upon its becoming advised of such required disclosure.
- 6. Any provision hereof which is determined to be void and unenforceable will be severable from all other provisions hereof and will not be deemed to affect or impair the enforceability of any such other provisions.
- 7. No modification or waiver of any of the provisions of this Agreement is effective unless in writing and signed by the Owner. No failure or delay by the Owner in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or privilege.
- 8. The parties irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the Province of Manitoba for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby.
- 9. The provisions hereof will enure to the benefit of and be binding upon the successors of the parties hereto. This Agreement will not be assignable, in whole or in part, by the Recipient.

10. The validity, construction and performance of this Agreement will be governed by the laws of the Province of Manitoba.
11. This Agreement may be executed in two or more counterparts and may be delivered by electronic transmission, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.

IN WITNESS WHEREOF the Recipient hereto has executed this Agreement as of the day and year first above written.

**Company Name:** \_\_\_\_\_

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_