

MUTUAL AGREEMENT

Mutual Confidentiality and Non-Disclosure Agreement

This Agreement protects non-public information exchanged while considering a possible acquisition or disposition of residential real property. It is intended to be mutual: each party may disclose information and each party has obligations as a recipient.

1. Parties, date, and purpose

OWNER PARTY

The owner or authorized representative who accepts this Agreement through the website or signs a copy

BUYER PARTY

SellMyHighrise.ca, acting for itself and its authorized principals and capital partners

Effective date: the date on which the Owner Party accepts this Agreement through the property-review form, electronically signs it, or signs a counterpart, whichever occurs first.

Purpose: evaluating, discussing, negotiating, and conducting preliminary due diligence regarding a possible direct acquisition, partnership, joint venture, or other transaction involving residential real property identified by the Owner Party (the **"Purpose"**). Each party may disclose Confidential Information to the other solely for the Purpose.

2. What counts as confidential information

"Confidential Information" means non-public information, in any form, that a party designates as confidential or that a reasonable person would understand to be confidential from its nature or the circumstances of disclosure. It includes, without limitation:

- property address, ownership identity, acquisition or sale intentions, and anticipated timing;
- rent rolls, tenant and lease information, unit mix, occupancy, arrears, and operating history;
- income and expense statements, net operating income, budgets, capital plans, appraisals, offering memoranda, financing information, and financial models;
- physical, environmental, engineering, or municipal information that is not publicly available;
- personal information relating to tenants, employees, applicants, or other individuals; and
- correspondence, questions, analysis, and notes created by a recipient that contain or reflect the above.

Confidential Information does not include information that the recipient can demonstrate: (a) was lawfully known to the recipient without a duty of confidentiality before disclosure; (b) is or becomes publicly available other than through a breach of this Agreement; (c) was lawfully received from a third party without a duty of confidentiality; (d) was independently developed without use of or reference to the discloser's Confidential Information; or (e) the discloser approves for release in writing.

3. Confidentiality obligations

Each recipient will:

- use Confidential Information only for the Purpose and not for any other purpose;
- protect it using reasonable care and at least the same degree of care it uses for its own confidential information of similar importance;
- limit access to its directors, officers, employees, legal counsel, accountants, tax advisers, lenders, and prospective capital partners who have a need to know for the Purpose and who are bound by confidentiality obligations at least as protective as this Agreement;
- not disclose it to any other person or publish it without the discloser's prior written consent;
- not contact tenants, staff, or material service providers of the property except as coordinated with the Owner Party or expressly permitted in writing; and
- remain responsible for a breach by a person to whom it discloses Confidential Information.

If a recipient is required by law, court order, or a competent regulatory authority to disclose Confidential Information, it will, to the extent legally permitted, notify the discloser promptly and cooperate reasonably to limit the disclosure. The recipient will disclose only the portion legally required.

No party is prohibited from making a good-faith report to a government authority or regulator where protected by applicable whistleblower or privacy law.

4. Privacy and personal information

The Buyer Party will handle Personal Information in accordance with applicable privacy laws, including, where applicable, the *Personal Information Protection and Electronic Documents Act* (PIPEDA) and other applicable Canadian privacy legislation.

Personal Information obtained in connection with the Purpose will be used only to evaluate and complete a possible transaction, to communicate about the Purpose, or as required by law. It will be protected by reasonable administrative, technical, and physical safeguards, and access will be limited to those with a need to know. The Buyer Party will notify the Owner Party without unreasonable delay if it becomes aware of a breach involving Personal Information that creates a real risk of significant harm and will make notifications required by law.

The Owner Party represents that it has the authority and, where required, the consents or lawful basis necessary to disclose Personal Information to the Buyer Party for the Purpose. The Owner Party should redact or omit information about identifiable individuals that is not reasonably necessary for the Purpose.

5. Return, destruction, and retention

On the discloser's written request, the recipient will promptly return or securely destroy the discloser's Confidential Information and confirm in writing when it has done so. The recipient may retain copies required by law, regulatory requirements, or bona fide backup systems, provided those copies remain

subject to this Agreement and are not used for another purpose. The recipient may also retain one copy in its legal or compliance records solely to demonstrate compliance.

Information will not be retained longer than reasonably necessary for the Purpose and applicable legal obligations. The current retention practices for information submitted through the website are described in the **Privacy Policy**.

6. Other legal terms

NO REPRESENTATION OR OBLIGATION TO TRANSACT

Each party acknowledges that Confidential Information is provided "as is" and without any representation or warranty regarding accuracy, completeness, or fitness for a particular purpose, except that each disclosing party represents that it is authorized to disclose the information. This Agreement does not require either party to make an offer, accept an offer, negotiate, or complete a transaction. Any transaction will be governed by a separate definitive written agreement.

NO BROKERAGE OR AGENCY

The Buyer Party is acting as a principal buyer and, together with its capital partners, for its own account. Nothing in this Agreement creates a real estate brokerage, agency, fiduciary, employment, partnership, or joint venture relationship. The Buyer Party does not provide real estate brokerage services or receive a brokerage commission under this Agreement. Each party is responsible for its own professional advisers.

OWNERSHIP AND NO LICENCE

All Confidential Information remains the property of the disclosing party. No licence, ownership right, or interest in any Confidential Information, intellectual property, or property is granted except the limited right to use the information for the Purpose. No party may issue a press release or public statement about the possible transaction without the other party's prior written consent, unless required by law.

TERM

This Agreement begins on the Effective Date and continues for three (3) years. Obligations relating to Personal Information and information that qualifies as a trade secret continue for as long as the recipient retains the information and applicable law requires. A disclosure made during the term remains protected after the term ends.

REMEDIES

Each party acknowledges that a breach of this Agreement may cause harm that cannot be adequately compensated by money alone. The harmed party may seek interim, interlocutory, and permanent injunctive relief in addition to any other remedy available at law or in equity. These remedies are cumulative and not exclusive.

GENERAL

This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable there. The parties submit to the exclusive jurisdiction of the courts of Ontario. It is the entire agreement regarding the confidential treatment of the information discussed for the Purpose and replaces prior discussions on that subject. An amendment must be in writing and accepted by both parties. If a provision is found unenforceable, the remaining provisions continue in effect. Neither party

may assign this Agreement without the other's prior written consent, except to an affiliate or successor in connection with the Purpose. Notices may be given by email to the addresses associated with the parties' submission or business relationship. This Agreement may be signed in counterparts and by electronic means. Delivery of a signed copy by email or an electronic signature platform is effective as delivery of an original.

7. Electronic acceptance

If the Owner Party accepts this Agreement by checking the applicable box and submitting the property-review form, that acceptance constitutes an electronic signature and agreement to the terms above. The website will record the Agreement version and the time of acceptance. The Owner Party represents that they are the owner or an authorized representative with authority to disclose the Confidential Information and to bind the owner to this Agreement. A countersigned copy can be requested from info@sellmyhighrise.ca.

8. Signatures

If signing a hard copy, each party should sign below. For an electronically accepted version, the acceptance record maintained by the website forms the electronic signature record.

OWNER PARTY — AUTHORIZED SIGNATURE

Name: _____

Title / authority: _____

Date: _____

SELLMYHIGHRISE.CA — AUTHORIZED SIGNATURE

Name: _____

Title / authority: _____

Date: _____

This document is provided for convenience and to support a confidential discussion. It is not legal advice. Both parties should consider obtaining independent legal advice before signing or disclosing sensitive information. If there is a conflict between this web version and a later countersigned agreement, the countersigned agreement prevails.