

CONFIDENTIALITY AGREEMENT

TO: CREATETO, BUILD TORONTO INC., CITY OF TORONTO ECONOMIC DEVELOPMENT CORPORATION c.o.b. as TORONTO PORT LANDS COMPANY, the CITY OF TORONTO (the “Client”)

FROM: _____ (the “Undersigned”)

RE: 931 Yonge St (the “Project”)

WHEREAS the Undersigned desires to pursue from time to time the leasing of one or more properties (a “Property”) identified by the Client as being part of the City of Toronto’s **Toronto Builds Policy Framework**.

AND WHEREAS the Undersigned may from time to time choose to participate in market offering processes with respect to one or more Property(ies) offered as part of the Project.

AND WHEREAS the Client intends to disclose to the Undersigned various documents, materials and other information related to the Property(ies) and/or the Project, which information is highly confidential to the Client, for the purposes of evaluating, pursuing and potentially closing on one or more of the Property(ies) being offered by the Client (the “**Permitted Purpose**”).

NOW THEREFORE, for good and valuable consideration, including the disclosure by the Client of the Confidential Information, (the receipt and sufficiency of which are acknowledged), the Undersigned agrees and covenants with the Client as follows:

1. For the purposes of this Agreement, the following definitions will apply:

- a. **“Client Persons”** means (i) CreateTO, Build Toronto Inc. and any of its affiliates, City of Toronto Economic Development Corporation and any of its affiliates, and all of their officers, directors, shareholders, employees, representatives and agents, and (ii) the City of Toronto and each of its agencies, boards and commissions, and each of their councillors, directors, elected or appointed officials, officers, employees, representatives, and agents.
- b. **“Confidential Information”** means:
 - i. information disclosed to or obtained by the Undersigned or its Team Members (as defined below) in connection with the fulfilment of the Permitted Purpose or the terms of this Agreement;
 - ii. all data, preliminary findings, and other material developed using any Confidential Information in pursuance of the Project; and
 - iii. information of any kind which comes to the attention of the Undersigned or its Team Members in the course of carrying out the Permitted Purpose, whether from the Client or otherwise.

2. Notwithstanding Section 1, Confidential Information does not include information that: (i) is or becomes generally known or available to the public other than through disclosure by the Undersigned or a Team Member in breach of this Agreement; (ii) was provided to the Undersigned by the Client prior to its being furnished to the Undersigned by or on behalf of the Client pursuant hereto; (iii) was or becomes available to the Undersigned on a non-confidential basis from a source other than the Client, provided that such source is not known by the Undersigned to be bound by an obligation of confidentiality with respect to such information; or (iv) is independently developed by or for the Undersigned without use of the Confidential Information. Nothing in this Agreement obligates the Client to disclose any Confidential Information to the Undersigned nor constitutes any

warranty or representation as to the accuracy or otherwise of the Confidential Information. The Confidential Information and all copies thereof which are supplied to the Undersigned shall be held in trust by the Undersigned for the benefit of the Client. The Undersigned hereby specifically acknowledges that this Agreement shall in no way detract from or limit the power of the Client to carry on any other negotiations or otherwise deal with its Confidential Information in any manner whatsoever.

3. The Undersigned shall maintain all Confidential Information in the strictest of confidence and shall not disclose any Confidential Information to a third party, other than Team Members, without the prior written consent of the Client (which consent may be withheld in its sole discretion). The Confidential Information is intended solely for and will be used by the undersigned solely for the Permitted Purpose. The Undersigned shall ensure that any employee, officer, director, representative or agent of the Undersigned or any of its affiliates, as such term is defined in the *Ontario Business Corporations Act*, 1990, which is provided with any Confidential Information by the Undersigned (collectively, the “**Team**”, individually a “**Team Member**”) shall act as if bound to the Client by the terms of this Agreement, and the Undersigned shall be fully responsible for any breach of this Agreement by any of its Team members. The Undersigned shall, upon the Client's written request, provide a list of all Team members to whom any Confidential Information has been disclosed
4. The Undersigned agrees that the Confidential Information is confidential, proprietary and the exclusive property of the Client and that the Client is the sole owner of all right, title and interest in the Confidential Information, and any and all goodwill arising therefrom. The Undersigned further agrees not to reproduce any Confidential Information received from the Client in whole or in part, nor to discuss or disclose any of the contents of such Confidential Information in whole or in part, with or to any person (save and except Team Members), without the written authorization of the Client.
5. In the event that the Undersigned or its Team Members become legally compelled to disclose any of the Confidential Information, the existence of this Agreement or any of the terms hereof, the Undersigned will, where permitted by law, provide the Client with prompt notice thereof so that the Client may seek a protective order or other appropriate remedy or the Client may waive compliance with any specific provision or term of this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed, and no notice as referenced above shall be required, in connection with routine supervisory examinations by regulatory authorities with jurisdiction over the Undersigned or its Team Members, provided that the Undersigned or its Team Members, as applicable, inform any such authority of the confidential nature of such information and request confidential treatment of such information in accordance with such authority's policies and procedures.
6. On completion of the Permitted Purpose and upon written request, the Undersigned shall return to the Client or destroy all Confidential Information in written form and shall destroy and delete from all electronic or other media and cause all others to destroy and delete from all electronic or other media all electronic or other versions thereof and all materials derived from or based upon all or any part of the Confidential Information including, without limitation, all extracts, summaries, drawings, working papers, analyses, reports, compilations, studies or interpretations. Notwithstanding the return or destruction of the Confidential Information, the Undersigned and its Team Members shall continue to be bound by their obligations hereunder until the termination of this Agreement in accordance with its terms. The Undersigned shall certify in writing that such destruction or return has been completed, and, upon request by the Client, provide a certificate of destruction executed by an authorized representative confirming the complete and permanent destruction of all Confidential Information. Notwithstanding the foregoing, the Undersigned and the Team may retain copies of the Confidential Information: (i) in accordance with their respective bona fide policies and procedures implemented in order to comply with applicable law, regulation, or professional standards; (ii) created pursuant to automated back-up or archival systems used by the Undersigned or the Team in the ordinary course of business, or (iii) that has been prepared for or incorporated into materials prepared for the approval of a transaction by the Undersigned's board of directors or any committee thereof, provided in each case that any such retained Confidential Information shall continue to be subject to the confidentiality and non-use terms hereunder for so

long as retained, despite the expiry or earlier termination of this Agreement.

7. The Undersigned hereby agrees to indemnify the Client Persons from any loss or expenses, liabilities, claims and demands which the Client Persons may suffer or incur as a result of the breach of the terms and conditions of this Agreement by the Undersigned or any Team Member. This indemnification shall not detract in any way from any other right or remedy which the Client may have under this Agreement or otherwise in law or in equity. The Undersigned acknowledges and agrees that:
 - a) all restrictions in this Agreement are reasonable and valid and all defences to the strict enforcement thereof by the Client are hereby waived;
 - b) a violation of any of the provisions of this Agreement may result in immediate and irreparable harm and damage to the Client; and
 - c) in the event of any violation by the Undersigned of any provision of this Agreement, the Client shall, in addition to any other right to relief, be entitled to seek equitable relief by way of temporary or permanent injunction and to such other relief as any court of competent jurisdiction may deem just and proper.
8. The Client reserves the right to make any changes, to add, delete, or modify the Confidential Information. Neither the Confidential Information nor this Agreement is to be construed as an offer, an expression of intent, an obligation, or as part of any contract or commitment, to enter into any agreement relating to the Permitted Purpose.
9. The Undersigned agrees that the terms, conditions and obligations of confidentiality under this Agreement shall continue until the earlier of (i) two years from the date hereof, and (ii) the date on which all of the Confidential Information enters the public domain, provided that the same is not in the public domain as a result of breach of this Agreement, and shall survive the completion, fulfillment, termination, or expiration of any aspect or matter related hereto, including the return, destruction and deletion of the Confidential Information as referred to above. This Agreement may not be modified or terminated, in whole or in part, except in writing signed by an authorized representative of each party. This Agreement may not be assigned.
10. The Undersigned acknowledges that the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chapter M.56, as amended may apply to the Confidential Information.
11. This Agreement shall be governed by and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Undersigned attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to matters arising under this Agreement.
12. Notice may be given hereunder to the Client only by delivery, fax or e-mail in writing, addressed, to CreateTO, 61 Front Street West, Union Station, East Wing, 3rd Floor, Toronto, Ontario, M5J 1E5, Attention: Chief Legal Counsel, notices@createto.ca Fax: 416-981-3800.
13. The invalidity or unenforceability of any part hereof shall not affect the validity or enforceability of any other part hereof.

14. This Agreement is binding on the Undersigned and its respective permitted successors and assigns.
15. This Agreement may be signed electronically and a facsimile or pdf copy shall be deemed to be as legally binding as an original copy.

DATED as of this ____ day of _____, 2025.

[Name of Undersigned]
(The "**Undersigned**")

Per:
Name:
Title:

Per:
Name:
Title:
I/We have authority to bind the Undersigned