

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "**Agreement**"), effective as of _____, 2026 (the "**Effective Date**"), is entered into by and between CUSHMAN & WAKEFIELD WATERLOO REGION LTD. and STEINVEST INDUSTRIES LIMITED (collectively and individually the "**Disclosing Party**") and _____ (the "**Recipient**").

WHEREAS, the STEINVEST INDUSTRIES LIMITED owns the Property (as defined below) and has retained CUSHMAN & WAKEFIELD WATERLOO REGION LTD. to assist it in selling the Property;

WHEREAS, in connection with the Recipient's consideration of the purchase (the "**Transaction**") of the lands and premises municipally known as 163-181 Waterloo Street New Hamburg Ontario together with all buildings structures and improvements now or hereafter located thereon (collectively referred to as the "**Property**"), the Recipient has requested certain information concerning the Property that is non-public, confidential, or proprietary in nature; and

WHEREAS, the Disclosing Party wishes to protect and preserve the confidentiality of such information.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings ascribed thereto in this Section 1.

"**Affiliate**" means, with respect to any Person, any other Person that is directly or indirectly Controlling, Controlled by or under common Control with such Person, where "Control" and derivative terms mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Confidential Information**" means all information, data, documents, agreements, files, and other materials of the Disclosing Party and concerning the Property whether disclosed orally or disclosed or stored in written, electronic, or other form of media which is disclosed or otherwise furnished by or obtained from the Disclosing Party or any of its Related Parties before, on or after the Effective Date to the Recipient or any of its Related Parties in connection with the Transaction, including, without limitation, all analyses, compilations, reports, studies, samples, tax bills, building drawings, property appraisals, environmental reports, building reports, survey and other documents prepared by or for the Recipient or any of its Related Parties which contain or otherwise reflect or are generated from such information, data, documents, agreements, files, or other materials, whether disclosed orally or disclosed or stored in written, electronic, or other form or media. The term "Confidential Information" as used herein does not include information that: (i) is or becomes generally available to or known by the public (other than as a result of its disclosure directly or indirectly by the Recipient or its Related Parties in violation of this Agreement); (ii) was known by or in the possession of the Recipient or its Related Parties on a non-confidential basis, as established by documentary evidence,] prior to being disclosed by the Disclosing Party or its Related Parties; (iii) was or becomes available to the Recipient or its Related Parties on a non-confidential basis from a source other than the Disclosing Party or its Related Parties, provided that such source is not bound by a confidentiality agreement or subject to a legal or fiduciary obligation with respect to such information; or (iv) has been independently acquired or developed by the Recipient or its Related Parties without violating any of its obligations under this Agreement/use of the Confidential Information.

"**Disclosing Party**" has the meaning given to it in the preamble to this Agreement.

"**Effective Date**" has the meaning given to it in the preamble to this Agreement.

"Governmental Authority" means any federal, provincial, territorial, municipal, local, or foreign government, or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

"Person" means any individual, partnership (whether general or limited), corporation, association, trust, members of joint venture entities, or other entity.

"Recipient" has the meaning given to it in the preamble to this Agreement.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the shareholders, directors, officers, employees, partners, trustees, administrators, managers, consultants, agents, lawyers, advisors, and Related Parties of such Person and its Affiliates.

"Transaction" has the meaning given to it in the recitals of this Agreement.

2. Protection of Confidential Information. The Recipient shall, until the completion of the Transaction:

- (a) keep the Confidential Information confidential/use the same efforts to protect the confidentiality of the Confidential Information as it uses to protect its own confidential information, but in no event shall such efforts be less than commercially reasonable;
- (b) not use the Confidential Information for any purpose other than to evaluate the Disclosing Party and the Property in connection with the Transaction;
- (c) not disclose the Confidential Information to any Person, except as permitted under Section 6; or:
 - (i) to the Recipient's Related Parties who (x) to the extent necessary need to know the Confidential Information to assist the Recipient in evaluating the Disclosing Party, the Property and the terms and conditions of the Transaction; and (y) have been informed by the Recipient of the confidential nature of the Confidential Information and have been instructed by the Recipient to comply with the terms of this Agreement/are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement;
 - (ii) to the extent required by applicable laws or under any requirement or process of any Governmental Authority or legal authority purporting to have jurisdiction over the Recipient or its Related Parties (including any self-regulatory authority) but only in accordance with Section 6;
 - (iii) in connection with the exercise of any remedies hereunder or under the Transaction; or
 - (iv) with the consent of the Disclosing Party;

provided that the Recipient shall cause its Related Parties to be bound by the terms of this Agreement to the same extent as if they were parties hereto and the Recipient shall be liable for any actions taken by any of its Related Parties that would be deemed a breach of this Agreement if those actions had been taken by the Recipient. The Recipient agrees to use commercially reasonable controls to prevent unauthorized use or disclosure of the Confidential Information (but in any event no less that the degree of care and control that the Recipient uses to protect its own confidential information of similar importance).

The Recipient will promptly notify the Disclosing Party of any unauthorized use or disclosure of the Confidential Information of which the Recipient becomes aware.

3. Transaction Confidentiality Provisions. The Recipient shall not, and shall not permit any of its Related Parties to, disclose to any Person the fact that: (a) the Confidential Information has been made available to it or that it has inspected any portion of the Confidential Information; or (b) discussions may or do occur between the Recipient and the Disclosing Party regarding the Confidential Information or the Transaction, including the status thereof.

4. No Representation or Warranty.

(a) The Recipient understands and agrees that neither the Disclosing Party nor its Related Parties: (i) have made or make any representation or warranty, expressed or implied, in relation to the Confidential Information or as to the accuracy or completeness of the Confidential Information; or (ii) shall have any liability to the Recipient or any of its Related Parties relating to or resulting from the Confidential Information or the use of the Confidential Information or any errors therein or omissions therefrom.

(b) Only those representations or warranties that are made in a Definitive Agreement (defined below) when, as and if executed will have any legal effect. The parties agree that, unless and until a definitive written agreement between the Disclosing Party and Recipient (or one or more of their respective affiliates) has been executed and delivered with respect to the Transaction (a "**Definitive Agreement**"), the Disclosing Party (and any of their respective affiliates) will be under no legal obligation of any kind whatsoever with respect to the Transaction, including any obligation to (i) consummate a Transaction, (ii) conduct or continue discussions or negotiations or (iii) enter into or negotiate a Definitive Agreement. The Disclosing Party reserves the right, in its sole discretion, to reject any and all proposals made by the Recipient or on its behalf with regard to the Transaction, to terminate discussions and negotiations with the Recipient at any time and to enter into any agreement with any other Person without notice to the Recipient or any of its Related Parties, at any time and for any reason or no reason.

5. No Transfer or Licence of Rights. The Recipient acknowledges and agrees that all the Confidential Information is and remains the sole and exclusive property of the Disclosing Party, and worldwide right, title, and interest therein and thereto, both legal and equitable, shall remain exclusively vested in the Disclosing Party.

6. Disclosures Required by Law. If the Recipient or any of its Related Parties is required in the opinion of the Recipient's counsel to disclose any Confidential Information by law, regulation, rule or order or under any requirement of any Governmental Authority or legal or regulatory authority, the Recipient shall (a) to the extent permitted by applicable laws make reasonable efforts to give the Disclosing Party written notice of such request or requirement so that the Disclosing Party may seek, at its sole cost and expense, an appropriate protective order or other remedy; and (b) cooperate with the Disclosing Party, at the Disclosing Party's sole cost and expense, in its efforts to obtain such protective order. If such protective order or other remedy is not obtained, or if the Disclosing Party waives its right to seek such order or other remedy, the Recipient (or such other Persons to whom such request is directed) shall, without liability under this Agreement, furnish only that portion of the Confidential Information which, on the advice of the Recipient's counsel, it is legally required to disclose and, *provided* that, to the extent it is permitted to do so, the Recipient gives the Disclosing Party written notice of the information/Confidential Information to be disclosed as far in advance of its disclosure as practicable and uses its commercially reasonable efforts to obtain assurances that confidential treatment will be accorded such information.

7. Return or Destruction of Confidential Information. If the Transaction is terminated or otherwise not completed, or at any time at the Disclosing Party's written request, the Recipient shall promptly and in no event later than seven (7) days after receiving such a request or termination return all Confidential Information in tangible or electronic form and copies, extracts or other reproductions thereof to the

Disclosing Party and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Notwithstanding the return or destruction of the Confidential Information, the Recipient and its Related Parties shall continue to be bound by their obligations of confidentiality and other obligations hereunder.

8. Remedies. The parties agree that, in the event of a breach of this Agreement, the Disclosing Party will suffer irreparable injury and damages and that monetary damages may not be a sufficient remedy for any breach of this Agreement by the Recipient and that, in addition to all other remedies it may be entitled to, the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach without the requirement for the securing or posting of any bond or other security by the Disclosing Party. The Recipient further agrees that it will not oppose the granting of such relief on the basis that the Disclosing Party has an adequate remedy at law and that it will pay any fees that the Disclosing Party may incur in enforcing this Agreement.

9. Termination; Survival. This Agreement shall survive the termination or completion of the Transaction.

10. Governing Law. This Agreement is governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable in Ontario.

11. Counterparts and Transmission. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

13. Waivers. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party will operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14. Amendments. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

15. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Successors and Assigns. No party hereto may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Any purported assignment or delegation in violation of this clause shall be void. This Agreement is binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set out above.

Insert name

Insert name

CUSHMAN & WAKEFIELD WATERLOO
REGION LTD.

By _____

Name:

Title:

I have authority to bind the Corporation

STEINVEST INDUSTRIES LIMITED

By _____

David Nelson Seyler, President

I have authority to bind the Corporation