

CO-BROKER CONFIDENTIALITY AGREEMENT

634 Portage Avenue, Winnipeg MB R3B 2P8 (the “Property”)

The Recipient defined below requests to be provided through Private Pension Partners Realty Services Inc. (“P3 Realty”), acting as agent for 10049896 Manitoba Inc. (the “Vendor”), with the confidential information relating to the Property for the purpose of evaluating all aspects of the Property in its review of potential acquisition of the Property. In consideration of being provided with this information, the Recipient acknowledges and agrees to the following:

1. To treat such information and any other information that P3 Realty or the Vendor of the Property provide to the Recipient or which is gathered through inspection of the Property confidentially whether or not such information is specifically identified as "confidential" (collectively the “Confidential Information”). Recipient agrees that the information provided will be treated in the strictest of confidence and that it will not directly or indirectly disclose or permit anyone else to disclose this information to any other person, firm, or entity without prior written authorization from P3 Realty or the Vendor;
2. Not to use any of the Confidential Information for any purpose other than the evaluation of a purchase and sale transaction relating to the Property nor use it in any manner detrimental to the interests of the Vendor or P3 Realty;
3. That neither the Vendor of the Property nor P3 Realty make any representation, declarations or warranties, expressed or implied, as to the accuracy or completeness of the Confidential Information or the condition of the Property and no legal liability is assumed or shall be implied with respect thereto. The Confidential Information does not purport to be all inclusive or contain all the information that the Recipient may require in deciding whether or not to purchase the Property. It constitutes the state of the Property as of the date of preparation of any documentation and neither the Vendor nor P3 Realty warrant that the information will remain constant throughout negotiations. The Recipient should undertake its own independent investigations and verifications related to the Property and the Confidential Information;
4. To return any of the Confidential Information related to the Property to P3 Realty should the Recipient choose not to further its consideration of or negotiations relating to the acquisition of the Property;
5. In representing the parties in the negotiations for the purchase and sale of the Property, P3 Realty represents the Vendor and does not represent the Purchaser;
6. In representing the parties in the negotiations for the purchase and sale of the Property, the Selling Broker named below represents the Purchaser and does not represent the Vendor. The Confidential Information will be used solely for the purposes of evaluating a possible transaction between the Vendor and the prospective purchaser and will be kept confidential by the prospective purchaser and the Selling Broker:

Selling Broker's Identification: _____

Selling Broker's Signature: _____

7. The prospective purchaser and the Selling Broker understand that the total commission amount payable by P3 Realty to the Selling Broker will be based on 2% of the total purchase price of the Property plus applicable Goods and Services Tax should the prospective purchaser identified herein be successful in purchasing the Property.
8. The terms and conditions of this confidentiality agreement shall remain in full force and effect with respect to the Property, whether or not acquired and this confidentiality agreement shall be governed by the laws of the Province of Manitoba.

Agreed and acknowledged on the ____ day of _____, 2025.

Recipient Full Name: _____

Company: _____

Address: _____

E-mail: _____

Signature: _____