

CONFIDENTIALITY AGREEMENT

addy Technology Corp. and affiliated companies

Suite # 352 - 3381 Cambie Street Vancouver, BC V5Z 4R3

As a member of addy Technology Corp. ("addy"), the undersigned will have the opportunity to indirectly invest in real estate assets (each, a "Property") across all property types, including, without limitation, industrial, office, retail and multi-family properties, by subscribing for securities, including, without limitation, shares, limited partnership units, trust units, notes, and other securities, as applicable, of entities incorporated, formed or established by addy or entities formed or established by affiliates of addy; or formed or established by armslength persons (as defined herein), entities or individuals (in any case, an "Entity") which have, or will have, a direct or indirect interest in such Properties. For the purposes of evaluating relevant and material aspects of a potential investment in such securities issuable by an Entity, the business of the relevant Entity and/or the relevant Property(ies), the undersigned will have access to certain information in respect of the foregoing. As a condition to, and in consideration of, addy, any Entity, or any of their respective directors, officers, agents, employees or representatives (collectively, the "Disclosing Parties") furnishing such information to the undersigned, the undersigned agrees, as set forth below, to, among other things, treat confidentially all such information furnished to the undersigned.

The undersigned agrees, for the benefit of each of addy and each Entity, as follows:

- 1. To treat confidentially, such information and any other information relating addy, each Entity, each Property(ies) and any information derived therefrom that has been published created or otherwise authored, directly or indirectly, by addy, affiliates of addy or arms-length Persons (as defined herein), entities or individuals, that the Disclosing Parties may furnish to the undersigned, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or gathered by inspection, and regardless of whether specifically identified as "confidential" (collectively, the "Evaluation Material"). Evaluation Material may include, but are not limited to: data, documents, reports, analyses, charts, plans, models, ideas, schemes, correspondence, communications, lists, software, technology, techniques, methods, processes, services, practices, operations, modes of operation, financial data (including financial statements, pro forma analyses and other forward looking or historical financial data), know-how and trade or other secrets, For purposes hereof, the term "Evaluation Material" does not include information which: (i) becomes generally available to the public other than as a result of a disclosure by the undersigned or the undersigned's agents, advisers or representatives, (ii) was available to the undersigned on a nonconfidential or non-restricted use basis prior to its disclosure to the undersigned by a Disclosing Party, (iii) becomes available to the undersigned on a non-confidential or non-restricted use basis from a source other than a Disclosing Party, provided that such source is not prohibited from disclosing such information to the undersigned by a legal obligation, (iv) is independently developed by the undersigned without reference to the confidential information, or (v) required to be disclosed by law, subpoena or order of a court of competent jurisdiction.
- 2. Not to use any of the Evaluation Material for any purpose other than the exclusive purpose of evaluating the purchase of securities of an Entity. The undersigned agrees that the Evaluation Material will not be used in any way detrimental to any Entity and such information will be kept confidential by the undersigned, its directors, officers, employees, representatives and consultants or advisors, as applicable, and that all

such people shall be informed by the undersigned of the confidential nature of such information and shall be directed to treat all such information confidentially and otherwise on the basis of this Agreement.

- 3. Not to download, save, print or in other manner retain data or material provided by Disclosing Parties.
- 4. That if at any time, the undersigned considers a transaction relating to any Entities which would involve participation directly or indirectly by a third party, the undersigned agrees to obtain from such third party and prior to disclosure to such third party of any Evaluation Material, a confidentiality agreement for the benefit of addy and/or any Entities, in substantially the form of this Agreement or in a form acceptable to addy and/or the Entities.
- 5. That the undersigned and its directors, officers, employees, representatives and consultants or advisors, as applicable, will not, without the prior written consent of the Disclosing Parties, disclose to any persons either the fact that discussions or negotiations are taking place concerning a possible transaction between addy, any Entities and the undersigned, nor disclose any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof. That the term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership or individual.
- 6. That at any time, at the request of addy or any Entities, the undersigned agrees to promptly return or effect the destruction and permanent deletion of all Evaluation Material without retaining any physical or electronic copy or copies thereof or any notes relating thereto. The undersigned will certify to addy or any Entity, as applicable, as to the return or destruction and permanent deletion of all such Evaluation Material and related notes.
- 7. That in the event the undersigned is required or requested by law, a regulatory authority, governmental authority, subpoena or order of a court of competent jurisdiction to disclose any of the Evaluation Material, the undersigned will provide the Disclosing Parties with prompt notice of such requirement or request so it may seek an appropriate protective order or waive compliance with the provisions of this requirement or both.
- 8. That the undersigned further understands and agrees that addy and/or any Entities do not make any representations or warranties as to the accuracy or completeness of the Evaluation Material. The undersigned agrees that Entities shall not have any liability to the undersigned or any of its representatives resulting from the use of the Evaluation Material by the undersigned or its representatives in any respect. The undersigned acknowledges and agrees that it has read this Agreement in full.

This Agreement shall be governed and construed in accordance with laws of the Province of British Columbia applicable to contracts made and performed therein without regard to the principles of conflicts of laws. The undersigned irrevocably attorns to the exclusive jurisdiction of the courts of British Columbia.

Any notice which a party may desire to give or serve upon another party shall be in writing and may be delivered by hand, telecopied or sent by electronic mail (email) or mailed by prepaid registered mail, return receipt requested, to: (i) the undersigned at the address or contact details set out below; and (ii) to addy or any Entity at the address set out above.

2024-01-01
Date
John Doe
Full Name (Please Print)
123 Main St., Vancouver, BC, Canada, A1B2C3
Address
123-456-7890
Phone Number
someone@addyinvest.com
E-mail address

Recipient Name