

June , 2018

Attention: Alan Shiner

Dear Sir:

Re: **THEREDPIN, INC, AND THERERDPIN.COM REALTY INC.**
(“REDPIN” or the “Company”)

In order to assist the undersigned in assessing an investment in or the purchase of the assets and undertakings of the Company, MNP LTD., in its capacity as Court Appointed Receiver will provide information concerning the Company which will be of a confidential nature.

In consideration of the MNP LTD. providing such information, we agree as follows:

1. **“Confidential Information”** in this agreement shall include all communications, whether written or oral, of any kind whatsoever, between the Company and our Representatives concerning the Company or any of its affiliates, or any or all intellectual property, trade secrets, data, reports, interpretations, forecasts, analyses, customer and supplier information, studies, appraisals, agreements or other materials prepared or acquired by us or our Representatives. Confidential Information, however, will not include information which:
 - (a) is already in our possession at the time of receiving same from the Company as evidenced by documentation to that effect; or
 - (b) is or may be published or become available within the public domain, provided that disclosure in the public domain was not as a result of a breach of this agreement by us or our Representatives.
2. In consideration of the Company providing us or our Representatives with Confidential Information, we agree that we and our Representatives:
 - (a) will keep the Confidential Information in strict confidence;
 - (b) will not use the Confidential Information in any manner whatsoever, in whole or in part, other than in connection with our evaluation for the purpose set out above; and

- (c) will not disclose to any person (including, without limitation, the customers or suppliers of the Company) any Confidential Information, that the Confidential Information has been made available to us, or that we are assessing an investment in or the sale of the assets and undertakings of the Company.
3. We agree that the Confidential Information will only be disclosed, to the extent required by law, and used by those of our Representatives who need to know the Confidential Information for the purpose of assessing an investment in or the sale of the assets and undertakings of the Company, and that we will advise each of such Representatives of this agreement and of its terms. In any event, we will be responsible for any breach of this agreement by our Representatives.
 4. In the event that we or any of our Representatives who have received any Confidential Information are required by law to disclose any Confidential Information, we will provide the Company with prompt notice of any such requirement so that the Company may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this agreement. We will not oppose action by the Company to obtain an appropriate protective order or other remedy. In the event that either such protective order or other remedy is not obtained or that the Company waives compliance with the provisions of this agreement, we will disclose only that portion of the Confidential Information which we are legally obliged to disclose to the appropriate authorities.
 5. We acknowledge that the Company does not make any express or implied representations or warranties as to the accuracy or completeness of the Confidential Information, and that the Company expressly disclaims any and all liability that may be based on the Confidential Information, errors therein or omissions therefrom.
 6. We will indemnify and hold harmless the Company, and its respective affiliates, directors, partners, officers, employees, agents, professional advisors or consultants from any and all losses or damages (including, without limitation, legal costs) which are incurred directly or indirectly as a result of unauthorized disclosure or use of the Confidential Information by us or our Representatives.
 7. The Confidential Information, together with any copies thereof, except for the portion of the Confidential Information which consists of analyses, compilations, studies, or other documents prepared by us or our Representatives, will be returned to you upon the request of the Company and neither we nor our Representatives will retain any copies or extracts thereof. That portion of the Confidential Information which consists of analyses, compilations, studies or other documents prepared by us or our Representatives shall be destroyed. If requested, we will provide you with an appropriate affidavit as to the disposition of this material at the conclusion of our negotiations.
 8. We acknowledge that this agreement shall enure to the benefit of and be binding upon us and our respective successors and permitted assigns.

- 9. We acknowledge that no interest, licence or any right in respect of the Confidential Information, other than as expressly set out herein, is granted to us under this agreement, by implication or otherwise.
- 10. We agree that this agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall remain in full force for a period of one (1) year from the date hereof.

DATED this ____ day of June, 2018

NAME OF CORPORATION

By: _____

Name:

Title:

By: _____

Name:

Title:

_____)
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Witness

NAME OF INDIVIDUAL

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