

## Conflict of Interest and Confidentiality Agreement

Metrolinx is holding a Stakeholder Workshop (the "Workshop") to provide advice on the development of Terms of Reference ("ToR") for an electrification study of the GO Transit rail network (the "Study"). The final ToR will be used to define the Study scope and serve as the basis for the procurement of a consultant to undertake the Study (the "Procurement").

In consideration of my participation in the Workshop, I understand and agree as follows:

1. Through my participation in the Workshop, I may receive information or material which has not been made available generally to the public and which relates to the actual or anticipated business or operations of Metrolinx. All of such information and material will be referred to in this agreement as "Confidential Information". I understand that Confidential Information can exist in any form, including oral or written statements, emails, Board reports and information remembered. Confidential Information includes, but is not limited to, the following:

- Information about Metrolinx's programs, plans and strategies;
- Information about Metrolinx's current or proposed transactions, contract negotiations or contractual agreements;
- Financial, accounting, or cost information and projections concerning Metrolinx and any of its activities;
- Information obtained from others which Metrolinx has agreed or determined to keep confidential;

2. During and following my participation in the Workshop, I shall not, except as permitted by Metrolinx, this Agreement or as otherwise required by law, use, reproduce or disclose to anyone any Confidential Information. I shall guard against inadvertent disclosure of Confidential Information, including discussing such matters where they may be overheard by others. I understand and agree that Metrolinx is entitled to legal relief to prevent me from using or disclosing such Confidential Information.

3. I agree that I shall not engage in any activity, business or undertaking that may conflict or potentially conflict with my activities and responsibilities as a member of the Group. I understand that a conflict of interest exists where my other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of my independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of my responsibilities in the Group. I further acknowledge and agree that it shall be a conflict of interest to use Confidential Information relevant to the Study for any purpose other than to fulfill the mandate of the Group. I agree to disclose to Metrolinx without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, and will comply with any requirements prescribed by Metrolinx to resolve any conflict of interest. In the event of any disagreement concerning the existence of a conflict or potential conflict, the opinion of Metrolinx shall govern.

4. I acknowledge and agree that my obligations as contained in this Agreement shall survive the cessation of my participation in the Workshop and the completion of the Study.

Acknowledged and agreed on this     day of October, 2009.

Name:

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Witness:

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Signature:

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Signature:

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