

# CONFIDENTIALITY AGREEMENT

TO: \_\_\_\_\_

AND: \_\_\_\_\_

RE: \_\_\_\_\_

We wish to receive certain confidential information from the Vendor and \_\_\_\_\_  
\_\_\_\_\_ (the "**Advisor**") regarding \_\_\_\_\_  
\_\_\_\_\_ (the "**Property**"), for the purpose of conducting due diligence on the Property in  
connection with a potential purchase of the Property (the "**Purpose**").

In consideration of the disclosure of certain confidential information relating to the Property by the Vendor and the Advisor to us, and other good and valuable consideration, we covenant and agree with the Vendor and Advisor (together, the "**Vendor Parties**") as follows:

- 1. Use of Information and Duty of Confidentiality.** All information, documents, plans and material of any nature whatsoever disclosed or provided by either of the Vendor Parties or their agents to us relating to either of the Vendor Parties and the Property (collectively, the "**Information**") shall be maintained by us in strict confidence and shall not be used for any reason other than the Purpose. We may only disclose the Information to those of our employees or professional advisors (collectively, the "**Purchaser Group**") that need to know such Information for the Purpose. We shall, and shall cause the Purchaser Group to, use their best efforts to protect the interest of the Vendor Parties in the Information and keep it confidential. We shall, prior to disclosing the Information to the Purchaser Group, issue appropriate instructions to the Purchaser Group to satisfy our confidentiality obligations to the Vendor Parties under this agreement and obtain the Purchaser Group's agreement to receive and use the Information on a confidential basis on the same conditions as contained in this agreement. We acknowledge that we may receive Information from a third party broker and we shall be solely responsible for paying the fees and costs associated with any such third party broker's services.
- 2. Copies.** We shall not, and shall ensure that the Purchaser Group does not, copy or reproduce any of the Information without the prior written consent of the Vendor Parties, except for such copies that are absolutely necessary for purposes of reviewing the Information for the Purpose.
- 3. Ownership of Information.** The Information shall at all times remain the exclusive property of the Vendor Parties. We shall, and shall cause the Purchaser Group to, hold the Information in trust and confidence for the Vendor Parties. This agreement does not grant to us or the Purchaser Group any interest, licence or right, by implication or otherwise, respecting the Information, other than as expressly set out in this agreement.
- 4. Public Information.** Our obligations under Sections 1, 2 and 3 shall not apply to Information which: (i) at the time of disclosure by either of the Vendor Parties to us is readily available to the public, or subsequently becomes readily available to the public through no act or omission of us or the Purchaser Group; (ii) is lawfully and in good faith obtained by us from an independent third party without breach of this agreement.
- 5. Notification of Breach.** We shall promptly notify the Vendor Parties of any actual or threatened breach of any of the terms of this agreement or any unauthorized communication, disclosure or use of any of the Information of which we have actual knowledge.
- 6. Continuation of Obligations.** This agreement is for an indefinite term. Except with the prior written consent of the Vendor Parties, our obligations under this agreement shall not be in any way diminished or otherwise affected for any reason whatsoever, including without limiting the

generality of the foregoing, the completion or abandonment of the Purpose or the breach or termination of any other obligation in connection with the Purpose.

7. **Non-Disclosure of Discussions.** We shall not disclose to any other party (other than the Purchaser Group) that the Information has been made available by the Vendor Parties, that discussions or negotiations are taking place between us and the Vendor Parties regarding the Purpose or the Property, or any of the terms, conditions or other facts with respect to the Purpose, without the prior written consent of the Vendor Parties.
8. **Entire Agreement.** This agreement constitutes the entire agreement between us and the Vendor Parties with respect to the subject matter of this agreement and cancels and supersedes any prior understandings and agreements between us and either of the Vendor Parties with respect to that subject matter. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between us and the Vendor Parties respecting the subject matter of this agreement including, without limitation, the accuracy or completeness of the Information, other than as expressly set forth in this agreement. We also acknowledge that the Information is subject to the limitations on liability and disclaimers for the protection of the Vendor Parties contained in the Confidential Information Memorandum dated February 2008.
9. **No Assignment.** This agreement may not be assigned by us or the Vendor Parties without the prior written consent of the other party.
10. **Severability.** If any provision of this agreement is held invalid or unenforceable in accordance with its express terms in any legal proceeding in any jurisdiction, it shall, as only to that jurisdiction, be separate, severable and distinct from each and every other obligation or duty and shall not affect the validity and enforceability of any other part of this agreement.
11. **Enurement.** This agreement shall enure to the benefit of and shall be binding upon the parties and their respective heirs, executors, administrators, successors and assigns.
12. **Return of Information.** Upon the request of either of the Vendor Parties, we shall return to the Vendor Parties all of the Information in our or the Purchaser Group's possession or control. We shall require any member of the Purchaser Group to whom we have provided Information to comply with this Section 16, and if requested by either of the Vendor Parties, we shall provide the Vendor Parties with our statutory declaration confirming that all Information has been returned or destroyed as required by this Section 16.
13. **Applicable Law.** This agreement is governed by and shall be interpreted in accordance with the laws of the Province of British Columbia, Canada. The parties irrevocably attorn to the non-exclusive jurisdiction of the Courts of British Columbia sitting in the City of Vancouver.

14. DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2009

**CORPORATE PURCHASER:**

**INDIVIDUAL:**

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
Name

Per: \_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Witness