

CONFIDENTIALITY AGREEMENT

To: _____ (“Vendor”) as represented by
_____ (“Agent”)

RE: _____
(the “Property”)

We, the undersigned, have expressed an interest in acquiring the Property from the Vendor. In order to assist us in evaluating the Property, the Vendor, its affiliates and their respective directors, officers, employees or representatives, including its counsel, accountants, consultants and the Agent (collectively referred to as "Vendor Representatives") may furnish us with certain information and may permit us to carry out certain investigations regarding the Property. We understand that the information furnished to us or our directors, officers, employees, advisors, consultants, agents, representatives, counsel or accountants (collectively referred to as “our representatives”) by the Vendor and the Vendor Representatives will be of a confidential and proprietary nature, subject to the exceptions noted below.

In consideration of receiving such information and permission, we agree with the Vendor as follows:

1. For the purposes of this agreement, "Information" means all materials, analyses, studies, reports, and other information, whether written or oral, previously or hereafter provided to, prepared by or otherwise acquired by us or our representatives concerning the business and affairs of the Vendor and its affiliates including, in particular, the Property, or in connection with our investigation and evaluation of the Property including any and all environmental matters.
2. We will treat the Information received by us and our representatives as confidential information of the Vendor and will:
 - (a) keep the Information secure to the same extent that a careful and prudent purchaser would treat secret and confidential information relating to its own business and affairs;
 - (b) not use the Information except for the purposes of evaluating the Property;
 - (c) not use the Information to the detriment of the Vendor;
 - (c) not disclose the Information to any person except (i) to our representatives on a "need to know" basis as is necessary in connection with the proposed purchase and who agree to be similarly bound by the obligations as herein contained, (ii) as required by law; or (iii) with the express written consent of the Vendor;
 - (d) promptly return such of the Information as is in written or reproducible form and all copies thereof upon the request of the Vendor or the Agent.
3. We will not disclose to any person that discussions or negotiations are taking place between us, nor disclose any of the terms, covenants, conditions or other facts with respect to any possible sale. Neither will we make any public statement or comment on the discussions between us and the Vendor or the Agent with respect to the proposed purchase except with the express written consent of the Vendor.
4. The Vendor acknowledges that this agreement does not apply to Information that is or becomes publicly available other than by breach of this agreement, or that is lawfully received from a third party without breach of any obligation of confidentiality by that third party to the Vendor.
5. If we are required by law to disclose any of the Information, we will provide the Vendor with prompt written notice thereof so that the Vendor may seek a protective order or other appropriate remedy. If such a protective order or other remedy is not obtained, or the Vendor waives compliance with the provisions of

this agreement, we will furnish only that portion of the Information which is legally required and we will use our best efforts to obtain reliable assurances that confidential treatment will be accorded such Information.

6. We agree that any legal, financial or other third party advisors or agents retained by us to act on our behalf will be compensated by us. We acknowledge that the Agent is a representative of the Vendor and is acting on the Vendor's behalf.
7. We agree that neither the Vendor nor any of the Vendor Representatives make any representation or warranty as to the accuracy or completeness of the Information, and we agree that the Vendor and the Vendor Representatives will have no liability to us or our representatives or any third party resulting from our use of or reliance upon the Information.
8. We will jointly and severally indemnify and hold harmless the Vendor and the Vendor Representatives from any and all loss or damage (including legal costs on a solicitor client basis) which may arise directly or indirectly from the unauthorized disclosure or use of the Information by us or any of our representatives.
9. If any portion of this agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining covenants and restrictions or portions thereof will remain in full force and effect.
10. This agreement may not be assigned by us without the express written consent of the Vendor.
11. This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
12. This agreement will terminate and be of no further force or effect upon the expiry of twenty-four months from the date hereof.

Dated _____, 2016.

company name

authorized signatory

print name and title of signatory

address

address

postal code

e-mail address