

CONFIDENTIALITY AGREEMENT

VancouverBCRealty.Com Ltd.

1428 West 7th Avenue
Vancouver, BC V6H 1C1

Effective Date: _____

This Confidentiality/Non-Disclosure Agreement (“**Agreement**”) is made and entered into as of the Effective Date, by and between

VancouverBCRealty.Com Ltd. (“**VBCR**”) and _____ (the“**Recipient**”).

WHEREAS:

A. The Recipient desires to understand and learn more about **VBCR’s** business.

B. In contemplation of **VBCR** providing such information to the Recipient, the Recipient agrees to enter into this Agreement.

The parties agree as follows:

1. **Definitions.** “**Trade Secrets**” means information of **VBCR**, any affiliate (as that term is defined in the British Columbia *Business Corporations Act*) of **VBCR’s**, or any company **VBCR**, an affiliate of **VBCR’s** or a director of **VBCR** holds shares in (hereinafter collectively referred to as the “**Owner**”) or information of a third party provided by the Owner on behalf of the third party that is a trade secret as defined by applicable law. “**Confidential Information**” means information of the Owner or information of a third party provided by the Owner on behalf of the third party, other than Trade Secrets that is of value to the Owner and is treated as confidential (Trade Secrets and Confidential Information are collectively referred to as “**Proprietary Information**”). Proprietary Information includes, without limitation, business plans, budgets, economic data, technical studies, feasibility reports and projections, research, results from any analyses to tests of any product or any component part of such product or any technology, product plans, product development and production, designs, technology and inventions (whether or not patentable), intellectual property, costs, prices and names, finances, licensing strategies, marketing and advertising plans, software, computing language code, information regarding directors, shareholders, executives and employees, any information which can be obtained by examination, testing or analysis and any copies made of the foregoing in accordance with this Agreement.

2. **Evaluation Use.** The Owner may disclose to the Recipient certain Proprietary Information. The Recipient shall use the Proprietary Information solely for the purpose of evaluating a possible negotiated transaction between the Owner and the Recipient. The Recipient acknowledges and agrees that the disclosure of the Proprietary Information to the Recipient does not otherwise confer upon the Recipient any license, interest or rights of any kind in or to the Proprietary Information.

3. **Non-Disclosure.** Except as otherwise expressly set forth in this Agreement, the Recipient shall hold in

confidence and not disclose (including without limitation distribute, transmit or transfer) or use (including without limitation manufacture, modify, adapt, create derivative works, reverse engineer, decompile or disassemble), directly or indirectly, in any form, by any means, or for any purpose, the Proprietary Information or any portion thereof. The Recipient shall only disclose the Proprietary Information to its legal or other advisors (“**Representatives**”) to the extent such persons have a need to know such information for the purposes described in this Agreement, and provided each such Representatives shall be obligated in writing to comply with the terms and conditions of this Agreement.

4. **Standard of Care.** The Recipient shall protect the Proprietary Information using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use or disclosure of the Proprietary Information as the Recipient uses to protect its own confidential information and trade secrets of a like nature. The Recipient shall notify the Owner in writing immediately upon discovery of any unauthorized use or disclosure of Proprietary Information or any other breach of this Agreement and shall reasonably cooperate with the Owner to regain possession of such Proprietary Information and prevent the Proprietary Information’s further unauthorized use and disclosure.

5. **Limitation & Exceptions.** The Recipient’s obligations under this Agreement with regard to the Trade Secrets remain in effect for as long as such information shall remain a trade secret under applicable law. The Recipient’s obligations with regard to the Confidential Information shall remain in effect for six (6) years after the execution of this Agreement. The foregoing obligations shall not apply if and to the extent that the Recipient proves: (a) the Recipient has received the prior written approval of an authorized representative of the Owner, in each instance, to use or disclose the information in a manner not already expressly authorized by the terms of this Agreement; (b) the information

communicated was already known to the Recipient, without obligation to keep it confidential, at the time of its receipt directly or indirectly from the Owner; (c) the information communicated was received by the Recipient in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; (d) the information is independently developed by the Recipient without access to the Proprietary Information; (e) the information communicated was publicly known at the time of its receipt by the Recipient or has become publicly known other than by a breach of this Agreement or other action by the Recipient; or (f) the information is disclosed by the Recipient pursuant to a requirement of a governmental agency or by operation of law, provided that, with respect to clause (f), the Recipient shall first notify the Owner prior to disclosure in order to give the Owner a reasonable opportunity to seek an appropriate protective order and/or waive compliance with the terms of this Agreement and shall disclose only that part of the Proprietary Information which the Recipient is required to disclose. In any event, the Recipient shall be responsible for any breach of this Agreement by any of the Recipient's employees or Representatives, and the Recipient agrees, at its sole expense, to take all reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Proprietary Information.

6. Return/Destruction of Information. Within five (5) business days of receipt of the Owner's written request, the Recipient will return to the Owner all materials, including but not limited to documents, drawings, programs, lists, models, records, compilations, notes, extracts and summaries containing Proprietary Information and all copies thereof, regardless of whether prepared by the Owner or the Recipient or any of its employees or independent contractors as permitted under this Agreement, or, at the option of the Owner, shall destroy all such materials. For purposes of this paragraph, the term "materials" includes without limitation all of the information described in this paragraph that is fixed in any tangible medium of expression, in whatever form or format whether now known or hereafter created. An officer of the Recipient shall certify compliance with such a request to the Owner after the Recipient has completed its obligations described in this paragraph.

7. Non-Competition. In consideration of the Owner's disclosure to the Recipient of the Proprietary Information, the Recipient agrees that, for a period beginning on the date of this Agreement and ending on a date sixty (60) months after either party hereto informs the other in writing that their business relationship has come to an end, (i) the Recipient will not, either directly or indirectly, as principal, agent, owner, employee, partner, shareholder, advisor or otherwise howsoever, own, operate or engage in the operation of or have any financial interest in or provide, directly or indirectly financial assistance to any operation, whether a proprietorship, partnership, joint

venture, private company, or otherwise howsoever carrying on or engaged in any business identical with or similar to the business of the Owner; (ii) the Recipient will not, either directly or indirectly, for himself or for any other person: (A) solicit business that is similar in type with the business of the Owner from or perform services in any such business for any person, company or other entity which is now or hereafter the customer of the Owner; (B) induce or attempt to dissuade any person now or hereafter employed by the Owner to terminate his or her employment relationship; or (C) advise any person not to do business with the Owner; and (iii) the Recipient will not, either directly or indirectly, disclose or use, without the Owner's prior written consent, any secret or confidential information or knowledge relating to the business of the Owner or the Owner; provided always that nothing in this Agreement shall prohibit the Recipient from holding up to five (5%) percent of the shares, debentures or other securities of a company or any other entity listed on a recognized stock exchange or prohibit the Recipient from holding any shares in the capital of the Owner.

8. No Warranties & Liability Limitation. The Recipient agrees neither the Owner nor any of the Owner's representatives (i) make any representation or warranty, express or implied, as to the accuracy or completeness of the Proprietary Information; and (ii) shall have any liability to the Recipient relating to or resulting from the use of the Proprietary Information or any errors therein or omissions therefrom.

9. Definitive Agreement. No contract or agreement providing for any transaction involving the Owner shall be deemed to exist between the Recipient and the Owner unless and until a final definitive agreement has been executed and delivered. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

10. Equitable Relief. The Recipient acknowledges and agrees that any breach of the covenants contained in this Agreement will cause the Owner immediate and irreparable harm and that remedies at law for any such breach are inadequate. Accordingly, the Owner shall be entitled to obtain injunctive relief for any breach or threatened breach of this Agreement by the Recipient. Nothing contained herein shall be construed as limiting the Owner's right to any other remedies at law, including the recovery of damages for breach of this Agreement.

11. Notices. All communications between the parties with respect to this Agreement shall be in writing, and shall be deemed to have been well and sufficiently given if sent by facsimile transmission or delivered by courier at, the address of the other party set forth below or at such other address as the other party may from time to

time direct in writing, and any such communication shall be deemed to have been received, if couriered, four (4) days after the time of dispatching, or if sent by facsimile transmission, one (1) business day after the time of facsimile, and if delivered, upon the date of delivery. Notice will be deemed given, if delivery is refused, on the date delivery is so refused.

12. **Authority.** The Recipient has the legal capacity and competence to enter into and execute this Agreement and to take all actions required pursuant hereto and, if an individual, is of full age of majority, and if a corporation, it is duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation, and all necessary approvals by its directors, shareholders and others have been given to authorize the execution of this Agreement on behalf of the Recipient. This Agreement has been duly executed and delivered by the Recipient and, upon acceptance by the Owner, constitutes a legal, valid and binding obligation of the Recipient enforceable against the Recipient. The parties executing this Agreement on behalf of the Recipient have been authorized by the Recipient to enter into this Agreement and to bind the Recipient to all the provisions of this Agreement.

13. **General.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia, without giving effect to its laws governing conflicts of law and each of the parties hereto by their execution of this Agreement irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia, Vancouver registry. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors, assigns, heirs, and legal representatives. A waiver by either of the parties hereto of any breach by the other party of any of the terms, provisions or conditions of this Agreement or the acquiescence of either party hereto in any act (whether commission or omission) which but for such acquiescence would be a breach as aforesaid, shall not constitute a general waiver of such term, provision or condition of any subsequent act contrary thereto. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all other written or oral agreements heretofore made by or on behalf of the Owner or the Recipient with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives of the parties. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Facsimile signatures shall be deemed original signatures.

VancouverBCRealty.Com Ltd.
by its authorized signatory:

By (signature): _____
Les Twarog

RECIPIENT

By (signature): _____

Print Name of Recipient: _____

Print title and name of signatory, if Recipient a corporate entity:

Print Address: _____

Phone _____

Fax _____

Email _____