

**NON-DISCLOSURE AGREEMENT**

This Agreement made as of this \_\_\_ day of \_\_\_\_\_

BETWEEN:

\_\_\_\_\_  
**(the “Disclosing Party”)**

AND:

\_\_\_\_\_  
**(the “Interested ”)**

AND:

\_\_\_\_\_  
**(the “Principal”)**  
**(the Principal and the Interested Party after this collectively referred to as the “Receiving Party”)**

The Principal has an interest in the Interested Party.

The Receiving Party wishes to obtain information from the Disclosing Party to be used or proposed to be used for the purpose of discussions with respect to the acquisition by the Interested Party from the Disclosing Party, directly or indirectly, of certain commercial property civically described at \_\_\_\_\_

The Disclosing Party wishes to protect the confidentiality of certain information which may be provided by it in the course of pursuing the Transaction;

THEREFORE, IN CONSIDERATION of the premises and the promises contained in this agreement and of other good and valuable consideration, the parties agree as follows:

1. **“Confidential Information”** means any data or information that is of value to the Disclosing Party, is not generally known at the time of disclosure.

Confidential Information includes, but is not limited to:

- a. Technical, financial and business information and models, information relevant to the current or proposed products, services or business plans of the Disclosing Party, rent rolls, engineering reports, maintenance reports, environmental reports, market projections, analyses, work papers, comparisons, studies, rent rolls, supplier lists, supplier contracts or other documents which contain such information;
- b. Confidential Information disclosed either directly, in oral or tangible form, or indirectly, by permitting the Receiving Party or its Representatives to observe various operations or processes conducted by the Disclosing Party;
- c. Confidential Information of the Disclosing Party’s parent, affiliates, employees or agents;

- d. Any material or documents prepared by the Receiving Party that is based on or contains any Confidential Information disclosed by the Disclosing Party.
2. Confidential Information does not include information that:
    - a. Becomes available in the public domain through no act of the Receiving Party;
    - b. Is disclosed in good faith to the Receiving Party by a third party having legitimate possession and the right to make such disclosures;
    - c. Was already known by the Receiving Party without any obligation of confidence prior to disclosure;
    - d. Was developed independently by the Receiving Party prior to disclosure of any of the Disclosing Party's Confidential Information, or by employees of the Receiving Party who have not had access to the Disclosing Party's Confidential Information; or
    - e. The Disclosing Party has given its prior written approval to the Receiving Party to disclose.
  3. Upon execution of this Agreement, and during the course of the Transaction, the Disclosing Party may disclose or release Confidential Information to the Receiving Party or those officers, employees and agents, including legal and financial advisors of the Receiving Party that have a need to know the Confidential Information for the purposes of the Transaction ("**Representatives**"). The Receiving Party shall:
    - a. Use such Confidential Information solely for the purpose of the Transaction;
    - b. Promptly return to the Disclosing Party, upon written request, any and all tangible material concerning any Confidential Information, including all copies made, whether such material was made or compiled by the Receiving Party or furnished by the Disclosing Party;
    - c. Take all reasonable precautions, and in any event not less than those precautions used to protect its own Confidential Information of like character and importance, to keep the Confidential Information in the strictest confidence and to protect it from disclosure and to cause the Receiving Party's Representatives to observe the terms of this Agreement;
    - d. Take all reasonable precautions not to disclose the fact that Confidential Information has been made available or is being inspected or evaluated by the parties;
    - e. Not reproduce or copy in whole or in part any Confidential Information except as may be necessary for the use of the Disclosing Party in the course of the Transaction;
  2. The Receiving Party may:
    - a. Disclose Confidential Information that is required to be disclosed pursuant to law or a judicial or administrative order or decree, provided that the Receiving Party gives prompt written notice of any request for disclosure to the Disclosing Party, unless prohibited by law, and, if requested by the Disclosing Party, provides reasonable cooperation to prevent or limit disclosure;

- b. Disclose Confidential Information to the Receiving Party's Representatives, provided that the Receiving Party advises each such Representative, before the disclosure, of the obligations of the Receiving Party under this Agreement;
3. The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information and shall not have any liability as a result of the use of the Confidential Information by the Receiving Party.
4. This Agreement shall not be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Confidential Information disclosed by the Disclosing Party shall remain the sole and exclusive property of the Disclosing Party.
5. In the event of a breach of any of the foregoing provisions by the Receiving Party, the parties agree that the harm suffered by the Disclosing Party shall not be compensable by monetary damages alone and, accordingly, that the Disclosing Party shall, in addition to other available legal or equitable remedies, be entitled to an injunction against such breach or any threatened breach.
6. This Agreement is not intended to, and does not, obligate either party to enter into any further agreements or to proceed with any transaction.
7. Any notice required to be given under this Agreement shall be deemed to have been received on the date given when hand delivered or sent by electronic messaging or facsimile service, or seventy two (72) hours after the notice has been mailed in a prepaid envelope by single registered mail addressed to the other party, to the addresses set out in the signature portion of this Agreement, or such other address as the parties may from time to time advise each other in writing.
8. Neither party shall assign this Agreement or its rights or obligations under this Agreement without the prior written consent of the other.
9. The obligations of confidentiality imposed by this agreement shall continue for a period of three years, or until this agreement has been terminated with mutual agreement from both parties.
10. Each party represents and warrants to the other that it has all requisite power and authority to enter into this Agreement and to perform its obligations and that this Agreement has been duly authorized, executed and delivered by its and constitutes a valid and binding obligation, enforceable against it in accordance with its terms.
11. This Agreement shall be governed by the laws of the Province of British Columbia, and the parties submit to the jurisdiction of the courts in British Columbia.
12. This Agreement may be executed in two or more counterparts and delivered physically, by facsimile, email or by any other means of electronic transmission or any combination of thereof, all of which together shall constitute one document.

[Execution page follows]

The parties have executed this Agreement as of the day and year first above written.

Disclosing Party

\_\_\_\_\_

By: \_\_\_\_\_

I have authority to bind the Corporation

\_\_\_\_\_  
Print name and title

**Interested Party**

\_\_\_\_\_

By: \_\_\_\_\_

I have authority to bind the Corporation

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
**Principal**