

NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of the ____ day of _____ 202__ set forth below by and between:

(1) **RE/MAX Masters Realty and Derek Pink Personal Real Estate Corporation**
1453 Bellevue Avenue West Vancouver, B.C. V7T 1T3 &

(the "Discloser")

And:

(2) _____ of _____

(the "Recipient")

WHEREAS:

(A) The Discloser wishes to disclose to the Recipient certain Confidential Information (hereinafter defined) for the purpose (the "**Purpose**") of evaluating a potential negotiated transaction involving the Discloser, a client of the Discloser, or any real estate or commercial opportunities that are disclosed by the Discloser as will be detailed in the attached Schedule A, and the Recipient and/or its client (the "**Transaction**");

(B) The Recipient acknowledges the importance of protecting the confidentiality of the Confidential Information and of not circumventing any party, property or commercial opportunity as introduced by the Discloser; and

(C) For the purposes of this Agreement "**Confidential Information**" means all information disclosed by the Discloser related to the Transaction, necessary for the Recipient's consideration of a Transaction, which has been or will be disclosed to the Recipient regardless of whether such information is in oral, visual, electronic, written or other form in presentations, discussions, tours or other means, and whether or not it is identified as "confidential".

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **Term.** The obligations of this Agreement, unless otherwise stated, shall be in full force and effect for a period of **twenty four (24) months** from the date of this Agreement.
2. **Title and No Obligation to Disclose.** All right, title and interest in and to the Discloser's Confidential Information will be and remain vested in the Discloser and nothing in this Agreement grants Recipient any license or right of any kind with respect to the Discloser's Confidential Information, except the limited right to use the Discloser's Confidential Information solely for the Purpose.
3. **Use of Confidential Information** The Recipient will use the Discloser's Confidential Information only for the Purpose. In addition, the Recipient will not for any reason either directly or indirectly, either on the Recipient's own behalf, or on behalf of any other person or entity, pursue or solicit a business or development opportunity disclosed by the Discloser that constitutes Confidential Information, independent of and without the consent of the Discloser (in its sole discretion).



4. **No Obligation respecting Transaction.** Neither party has an obligation under this Agreement to enter into a Transaction, or any other business relationship with the other party.
5. **Recipient's Obligations.** The Recipient will protect the Discloser's Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as the Recipient uses to protect its own similar Confidential Information of like importance, and will not disclose any part of the Confidential Information to any third party without the express written consent of the Discloser.
6. **No Obligation on Recipient.** This Agreement imposes no obligation upon the Recipient with respect to the Discloser's Confidential Information received hereunder which:
 - (a) was already known to the Recipient,
 - (b) is received by the Recipient from a party, other than the Discloser, who is not bound by a confidentiality or similar agreement with, or does not have a duty of confidentiality to, the Discloser, or
 - (c) is or becomes part of the public domain other than as a result of disclosure by the Recipient in violation of this Agreement.
7. **Return or Destruction of Information.** Upon the request at any time of the Discloser, the Recipient will promptly destroy or return to the Discloser all of the Discloser's Confidential Information and any copies or reproductions thereof in the Recipient's possession or control.
8. **Non-Circumvention.** Irrespective of the Term of this Agreement, the Recipient agrees not to contact party, or entity, who has been specifically introduced to them by the Discloser and who have been identified as a client or business associate of the Discloser, without the express written consent of the Discloser for a period of **thirty six (36) months** from the date of this Agreement.
9. **Failure to Comply.** Failure to comply with any part of this Agreement will result in the immediate termination of any relationship between the Discloser and the Recipient. All legal remedies, including the use of an injunction against the Recipient will be then considered by the Discloser.
10. **Successors and Assigns.** This Agreement will enure to the benefit of and be binding upon the respective legal representatives, successors and permitted assigns of the parties.
11. **Governing Law and Attornment.** This Agreement will be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein.
12. **Counterparts.** This Agreement may be executed in any number of counterparts, in original form or by facsimile or similar means of electronic communication, each of which will together, for all purposes, constitute one and the same instrument, binding on the parties, as an original.

IN WITNESS WHEREOF this Agreement has been executed by the parties on the day and year first above written.

NAME

Per: X *Dan P. D* X
Authorized Signatory

NAME

Per: X
Authorized Signatory

COMMERCIAL

SCHEDULE A

10708 Farms Rd, Mission Rd.