

CONFIDENTIALITY AGREEMENT

The Effective Date of this Agreement (hereinafter referred to as the "Agreement") will be that date which is the Recipient's signed acceptance date.

BETWEEN

SO AND BARBER HOLDINGS COMPANY LTD. INC. NO. BC1299068

(the "Vendor")

AND

(the "Recipient")

REGARDING

UNIT 135 AND 140 – 6755 GRAYBAR ROAD, RICHMOND BC
LEGALLY DESCRIBED AS STRATA LOT 32 AND 33 SECTIONS 9 AND 10 BLOCK 4 NORTH RANGE 4 WEST NEW
DISTRICT STRATA PLAN NW3324 TOGETHER WITH AN INTEREST IN THE COMMON PROPERTY IN PROPORTION
TO THE UNIT ENTITLEMENT OF THE STRATA LOT AS SHOWN ON FORM 1
PID: 017-430-208 AND 017-430-216

(Collectively the "Property")

NOW THEREFORE IN CONSIDERATION of the disclosure of certain confidential information relating to the Property by the Vendor related to the potential purchase of the Property (the "Purpose"), and other good and valuable consideration, the Recipient covenant and agree with the Vendor as follows:

1. **Corporate Standing.** If the Recipient is a corporation, then the corporation is duly incorporated, validly existing and in good standing under the Business Corporations Act of British Columbia, and the authorized signatory executing this agreement has the power and capacity to enter into this Agreement and carry out its terms to the full extent.
2. **No Commitment.** This Agreement does not in any way bind the Recipient or the Vendor to enter into a business relationship or any other transaction with each other in respect of the Property or otherwise. Unless the Recipient and the Vendor specifically agree otherwise in writing, no party shall be under any legal obligation of any kind whatsoever with respect to the purchase and sale of the Property by virtue of this Agreement, except for the matters specifically agreed to in this Agreement.
3. **Use of Information and Duty of Confidentiality.** All information, documents, plans and material of any nature whatsoever disclosed or provided by the Vendor or their agents to the Recipient, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or gathered by inspection or through conversations with the municipality in which the Property is located, and regardless of whether specifically identified as "confidential" relating to either of the Vendor and the Property (collectively, the "Information") shall be maintained by the Recipient in strict confidence and shall not be used for any reason other than the Purpose. The Recipient may only disclose the Information to those of the Recipient's employees or professional advisors (collectively, the "Interested Party") that need to know such Information for the Purpose. The Recipient shall, and shall cause the Interested Party to, use their best efforts to protect the interest of the Vendor in the Information and keep it confidential in accordance with the terms of this Agreement. The Prospective Purchaser shall, prior to disclosing the Information to the Interested Party, issue appropriate instructions to the Interested Party to satisfy the Recipient's confidentiality obligations to the Vendor under this Agreement and obtain the Interested Party's agreement to receive and use the Information on a confidential basis on the same conditions as contained in this Agreement. The Recipient shall be responsible for any breach of this Agreement by the Interested Party. The Recipient shall not disclose the Information, or allow the Information to be disclosed, to any other party without the prior written consent of the Vendor, which consent may be withheld in the sole discretion of the Vendor. The Recipient acknowledge that the Recipient may receive Information from a third-party broker and the Recipient shall be solely responsible for paying the fees and costs associated with any such third-party broker's services.

4. **Copies**. The Recipient shall not, and shall ensure that the Interested Party does not, copy or reproduce any of the Information without the prior written consent of the Vendor, except for such copies that are absolutely necessary for purposes of reviewing the Information for the Purpose.
5. **Non-Disclosure of Discussions**. The Recipient shall not disclose to any other party (other than the Interested Party) that the Information has been made available by the Vendor, that discussions or negotiations are taking place between the Recipient and the Vendor 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.
6. **Ownership of Information**. The Information shall at all times remain the exclusive property of the Vendor. The Recipient shall, and shall cause the Interested Party to, hold the Information in trust and confidence for the Vendor. This Agreement does not grant to the Recipient or the Interested Party any interest, license or right, by implication or otherwise, respecting the Information, other than as expressly set out in this Agreement.
7. **Public Information**. The Recipient's obligations under Sections 1, 2 and 3 shall not apply to Information which:
 - (i) at the time of disclosure by the Vendor to the Recipient is readily available to the public, or subsequently becomes readily available to the public through no act or omission of the Recipient or the Interested Party;
 - (ii) is lawfully and in good faith obtained by the Recipient from an independent third party without breach of this Agreement, as shown by documentation sufficient to establish the third party as the source of the Information, and not obtained by the third party from the Vendor or another potential Recipient of the Property; or,
 - (iii) the Recipient can establish, by written records or other tangible evidence, was in the Recipient's possession through lawful means prior to the disclosure of that Information by the Vendor to the Recipient.
8. **Required Disclosures**. The Recipient shall not be in breach of this Agreement as a result of any disclosure of Information required by law or judicial or administrative process, provided that the Recipient:
 - (i) provide the Vendor with as much notice as is reasonably possible in the circumstances prior to disclosing any of the Information;
 - (ii) make every effort to advance a confidentiality defense based on this Agreement in an effort to ensure that confidential treatment shall be accorded to the Information required to be disclosed; and
 - (iii) cooperate with the Vendor in any application, proceedings or other action undertaken by the Vendor to obtain a protective order or other means of protecting the confidentiality of the Information required to be disclosed.
9. **Notification of Breach**. The Recipient shall promptly notify the Vendor 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 the Recipient have actual knowledge.
10. **Continuation of Obligations**. This Agreement is for an indefinite term. Except with the prior written consent of the Vendor, the Recipient's 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.
11. **Indemnification for Loss**. The Recipient recognize that the Information is the proprietary information of and is of economic value to the Vendor and that disclosure of any of the Information to competitors of the Vendor or to the general public would be highly detrimental to the best interests of the Vendor. The Recipient hereby agree to indemnify and hold the Vendor harmless against and from any loss or damage incurred or suffered by the Vendor and caused directly or indirectly by the disclosure or use of Information by the Recipient or any of the Interested Party contrary to the terms of this Agreement.
12. **Irreparable Harm by Disclosure**. The Recipient acknowledge that any breach of this Agreement shall cause irreparable harm to the Vendor that cannot reasonably or adequately be compensated in damages. The Recipient agree that the Vendor is entitled to injunctive and other equitable relief to prevent a breach of this Agreement and that resort to equitable relief shall not be construed as a waiver of any rights or remedies that the Vendor may have for damages or otherwise.
13. **Entire Agreement**. This Agreement constitutes the entire agreement the Recipient and the Vendor with respect to the subject matter of this Agreement and cancels and supersedes any prior understandings and agreements the Recipient and the Vendor with respect to that subject matter. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, the Recipient and the Vendor 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.

14. **No Assignment.** This Agreement may not be assigned by the Recipient or the Vendor without the prior written consent of the other party.

15. **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.

16. **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.

17. **Return of Information.** Upon the request of the Vendor, the Recipient shall return to the Vendor or destroy all of the Information in our or the Interested Party's possession or control. The Recipient shall require any member of the Interested Party to whom the Recipient have provided Information to comply with this Section 17, and if requested by the Vendor, the Recipient shall provide the Vendor with the Recipient's statutory declaration confirming that all Information has been returned or destroyed as required by this Section 17.

18. **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 applicable municipality.

ACCEPTED and ACKNOWLEDGED by the Recipient on _____ (the "Effective Date")

[COMPLETE APPROPRIATE SECTION]

CORPORATION

INDIVIDUAL

Name of Corporation

Name of Individual

Authorized Signatory

Signature

Print Name

Witness

Email

Email

Phone

Phone