

AMEX - FRASERIDGE REALTY

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VANCOUVER, V5P 3Z6
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**CONFIDENTIALITY, NON-DISCLOSURE AND NON-CIRCUMVENTION
AGREEMENT**

THIS AGREEMENT dated for reference the ___ day of _____, 201___

BETWEEN:

_____ REPRESENTATIVE
_____ BROKERAGE
_____ BROKERAGE ADDRESS
_____ BUYER

(collectively “Receiving Party”)

AMEX FRASERIDGE REALTY,

(collectively “AMEX ”)

BACKGROUND FACTS:

- A. The Receiving Party has agreed to enter into this Agreement with AMEX to further proceed with negotiations in relation to certain confidential real estate investment opportunities.
- B. It is recognized that, in view of the foregoing, it is reasonable and necessary for the parties to enter into this Agreement.

IN CONSIDERATION of the mutual premises and promises set out in this Agreement, the parties hereby agree as follows:

- 1.1 The Receiving Party acknowledges being introduced to and have or will receive the names and confidential information, including but not limited to individuals, prospective investors, buyers, sellers, investment opportunity(s), property(s), proprietary information, and financial information (collectively the “Confidential Information”) which is the confidential information of AMEX. Due to the nature of the potential transaction the confidential property description set out below will be fully provided in the attached Addendum “A”, which forms part of this Agreement:

General Properties Description and Location:

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- 1.2 The Receiving Party requested from AMEX the Confidential Information in relation to the Receiving Party's consideration of a possible transaction in relation to the Property and as such the Receiving Party shall treat the Confidential Information in accordance with this Agreement and further shall not use the Confidential Information in any way that could harm AMEX or those to whom the Confidential Information pertains (the "Client").
 - 1.3 The Receiving Party shall only use the Confidential Information for the sole purpose of evaluating the possible transaction(s) between AMEX, the Client and the Receiving Party. The Receiving Party shall keep the Confidential Information and all related correspondence, whether verbal or written or otherwise, extremely confidential and shall not disclose to any other person or party in any manner whatsoever, except to the Receiving Party's directors, officers, accountants, consultants, and solicitors, (collectively the "Evaluators") who need to know this information for the purpose of evaluating the possible transaction. The Receiving Party shall inform the Evaluators of the confidential nature of the Confidential Information and take all necessary steps to ensure that the Evaluators treat the Confidential Information pursuant to the terms of this Agreement and that if any disclosure is required to be made, then such disclosure may only be made with the prior written consent of AMEX.
 - 1.4 The Receiving Party shall direct its Evaluators not to disclose to anyone, that discussions or negotiations are taking place between AMEX, the Client, and the Receiving Party, or further provide any information in relation to any of the terms, conditions or other acts related to any possible transaction(s) including the status of said transaction.
 - 1.5 The Receiving Party shall ensure that it's Evaluators or any other representatives, jointly and severally, and all present or future affiliated individuals or companies or their officers, directors, shareholders, principals, employees, heirs, successors, assignees, agents, representatives, hereby agree not to approach or attempt to deal directly or talk to, including but not limited to the Client or its officers, directors, principals or any other representatives, jointly and severally, and all present or future affiliated individuals or companies or their officers, principals, directors, shareholders, employees, suppliers, customers, heirs, successors, assignees, agents, representatives, independent contractors, and any other parties who are AMEX's clients.
 - 1.6 The Receiving Party shall only deal with the authorized agent(s) of AMEX, in relation to any present or future transactions involving the Property or AMEX's clients.
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- 1.7 The Receiving Party and including but not limited to, its officers, directors, principals or any other representatives, and all present or future affiliated individuals or companies or their officers, directors, shareholders, principals, employees, heirs, successors, assignees, agents, representatives, jointly and severally, will not make any effort to circumvent the terms of this Agreement or future agreements, in an attempt to gain the benefits or considerations granted to AMEX or AMEX'S business transactions with any other party.
- 1.8 The Receiving Party shall not take any actions where it will directly or indirectly gain any benefit granted by this Agreement or any Confidential Information in the possession of AMEX, including but not limited to, contracting with or contacting directly or indirectly the parties or clients introduced by AMEX. The Receiving Party understands and acknowledges that if it violates any clause of this Agreement, it is an interference with AMEX's ability and right to do business and thereby irrevocably agree to pay AMEX 10% of the total amount of the transaction as damages, plus all applicable taxes. In addition to the 10% in damages, the Receiving Party irrevocably agrees to payback to AMEX all fees or remuneration plus applicable taxes collected without the consent of AMEX. If there is any action or litigation commenced in relation to this Agreement, then AMEX shall be entitled to recover from the Receiving Party all AMEX's costs to suit as awarded by a court of competent jurisdiction on a solicitor client bases including but not limited to: filing fees, court costs, or arbitration/ mediation cost, whether or not AMEX is entitled to recover the costs.
- 1.9 If the Receiving Party does not proceed with the transaction, which is the subject of this Agreement, within a reasonable time, or at AMEX's request, then the Receiving Party shall promptly deliver to AMEX any of the confidential material in written or documentary form and shall not retain any copies, extracts or other reproduction in whole or in part of the same.
- 1.10 The parties agree that this Agreement is valid for five 5 years from the date of signing of this Agreement.
- 1.11 Should any portion of this Agreement be declared invalid or unenforceable, then only that portion shall be deemed invalid.
- 1.12 Any change or amendment to this Agreement, including oral modification supported by new consideration, must be reduced to writing and signed by all parties before it will be effective.
- 1.13 The parties shall not be deemed to be Partners or Joint Ventures and no party shall be liable for any other party's commitments or liabilities resulting from execution of this Agreement.
- 1.14 This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same agreement, whether executed by telefax, email or

other facsimile copy any of which shall have the same force and effect as the original of this document.

- 1.15 The headings in this Agreement are included for reference only and shall not be used in the interpretation of this Agreement.
- 1.16 This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement.
- 1.17 In this Agreement, the singular includes the plural and vice versa, the masculine includes the feminine and vice versa, and the personal includes the body corporate and vice versa.
- 1.18 This Agreement is provided for the benefit of AMEX FRASERIDGE REALTY and their client(s), and is provided in consideration of, and as precondition to, the furnishing and disclosure to the undersigned of the confidential material and clients.

IN WITNESS whereof the parties have executed this Agreement on the year and date first written above.

 REPRESENTATIVE : _____
 Designated Agents for:
 Amex Fraseridge Realty.
 7505 Victoria Drive,
 VANCOUVER, BC, CANADA V5P 3Z6
 Email : info@amexrealty.ca
 OFFICE:(604)322-3272
 REALTY- CELL:(604)-_____
 WEBSITE: www.amexrealty.ca
 Realtor's Email: _____

 SIGNED, SEALED AND DELIVERED)
 by the **Receiving Party** in the presence of:)
 _____)
 Witness Name:)
 _____)
 Address)
 _____)
 Occupation)

Name of _____
BROKERAGE,
 by its authorized signatories:

 REPRESENTATIVE

BUYER'S SIGNATURE

BUYERS NAME

Addendum "A"
