



CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT
(the “Agreement”)

Please return an executed copy to pfoster@g-forcegroup.ca

G-Force Real Estate Inc.
250 – 750 W. Pender Street
Vancouver, British Columbia
Canada V6C 2T7
Phone: 778.370.0003
Fax: 778.370.0043

Omega Pacific Hatchery Inc. and Omega Pacific Seafarms Inc. (collectively “**Omega**”)

The undersigned has been advised that G-Force Real Estate Inc., a licensed real estate brokerage, and G-Force Advisors Inc. (collectively “**G-Force**”) has been retained on an exclusive basis by the Owners of Omega to find a buyer and/or investor for all or a portion of its going-concern operations and assets (the “**Business**”). The Owners have directed that all inquiries and communications with respect to this investment opportunity for the Business be directed to G-Force.

G-Force has available for review certain confidential information (“**Confidential Information**”) concerning the Business which may be made available to the undersigned upon execution of this Agreement. The Confidential Information is intended solely for your own limited use in considering whether to pursue negotiations to invest in or acquire the Business. This is not an agreement to sell the Business or an offer of sale. No agreement binding upon the Owners of the Business, or any of its associated or affiliated companies, shall be deemed to exist, at law or equity, until the Owners of the Business enter into a formal binding agreement for investment or sale. The term “Confidential Information” shall not include any information that: (i) is already known to the undersigned at the time of disclosure by Owners; or (ii) is available or becomes generally available to the public other than as a result of a disclosure by the undersigned or any Representative, as hereinafter defined; or (iii) is independently developed by the undersigned and/or its Representatives, without violating any of its obligations under this Agreement.

The Confidential Information contains brief, selected information pertaining to the Business, and has been prepared by the Owners or by G-Force primarily from information supplied by the Owners. It does not purport to be all-inclusive or to contain all the information which a prospective investor or purchaser may desire. Neither G-Force nor the Owners makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and no legal liability is assumed or to be implied with respect thereto by the Owners or G-Force. By signing this Agreement, you are confirming that you will rely entirely upon your own investigations, due diligence and analysis if you decide to pursue negotiations to invest in or to acquire the Business under a binding investment or purchase and sale agreement.

By executing this Agreement, you agree that the Confidential Information provided is confidential, that you will hold and treat it in a confidential manner, and that you will not disclose or permit anyone else to disclose the Confidential Information to any person, firm or entity without prior written authorization of the Owners and/or G-Force, except that the Confidential Information may be disclosed pursuant to a court order or to your consultants, representatives, agents, affiliates, partners, key employees, directors, officers, legal counsel and lenders (“**Representatives**”) on condition that such Representatives agree to respect the terms of this Agreement. The Owners expressly reserves the right in their sole discretion to reject any or all proposals or expressions of interest in the Business and to terminate discussions with any party at any time with or without notice. This Agreement shall expire after a period of three years from the date it is executed. If you do not wish to pursue negotiations to invest in or acquire the Business, you hereby agree to destroy or return the Confidential Information to G-Force.

By executing this Agreement, you further agree that, during the three years from the date this Agreement is executed, you will not, without the prior written consent of the Owners, either alone or in partnership or jointly or in conjunction with any person or persons, whether as principal, agent, partner, co-venturer, shareholder, investor, creditor, director, officer, employee, advisor, consultant or in any other capacity whatsoever, directly or indirectly:

- (a) contact any members, former members, prospect, supplier, dealer, agent, distributor or other person that, to your knowledge, is in the habit of dealing with the Business for the purpose of interfering with, or encouraging them to terminate, their business relationships with the Business; or
- (b) solicit, interfere with, entice away, or otherwise attempt to obtain the withdrawal or encourage the resignation or retirement of, any employee, consultant or advisor of the Business.

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

If you are in agreement with the foregoing, please return a signed copy of this Agreement to G-Force Real Estate Inc.

ACCEPTED AND AGREED TO THIS _____ DAY OF _____, 2018

Signature: _____
Name: (Print) _____ Phone #: _____
Company: _____
Address: _____ Email: _____
Representative
Agent – if any
Name: _____ Company: _____