



CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

(the “**Agreement**”)

Please return an executed copy to epowroznik@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

“LOT G” NEAR PARKSVILLE, BC (PID 014-884-275) (the “**Property**”)

The undersigned has been advised that G- Force Real Estate Inc. (“**G-Force**”), a licensed real estate broker in British Columbia, has been retained on an exclusive basis by the owners of the Property (collectively the “**Owner**”) to sell its interest in the Property. The Owner has indicated that all inquiries and communications with respect to the contemplated sale of the Property be directed to G-Force.

G-Force has available for review certain confidential information (“**Confidential Information**”) concerning the Property 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 Property. This is not an agreement to sell the Property or an offer of sale. No agreement binding upon the Owner shall be deemed to exist, at law or equity, until the Owner enters into a formal binding agreement for sale. The term “Confidential Information” shall not include any information that: (i) is already known to the undersigned at the time of disclosure by Owner; 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 Property, and has been prepared by the Owner or G-Force primarily from information supplied by the Owner. It does not purport to be all-inclusive or to contain all the information that a prospective investor or purchaser may desire. Neither G-Force nor the Owner 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 Owner 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 Property under a binding 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 Owner and 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 Owner expressly reserves the right in its sole discretion to reject any or all proposals or expressions of interest in the Property 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 Property, 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 G-Force, 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 Property for the purpose of interfering with, or encouraging them to terminate, their business relationships with the Property; 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 Property.

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 _____, 2019

Signature:

Name: (Print)

Phone #:

Company:

Address:

Email:

Name of
Representative
Agent – if
any:

Company:
