**Non-Disclosure Agreement in Respect to Confidential Information (as defined below)**

To Each Recipient (as defined below):

**1. General Intent**

The purpose of this letter agreement is to set forth the basic terms and conditions under which [name of party to the agreement], which for all purposes of this letter agreement will be deemed to include , will disclose Confidential Information (as defined below) to those individuals, corporations and other entities who accept the Confidential Information under the terms of this letter agreement (each being a “Recipient”) in connection with a possible Transaction (the “Proposed Transaction”) between [primary party] and the Recipient or its affiliates, concerning a certain interest, the terms of which will be subject to discussion and negotiation.

**2. Scope of Disclosure**

For the purposes of this letter agreement, “Confidential Information” means any oral or written data, financial, operating and other information, now or hereafter existing during the currency of this letter agreement, relating to the business, property and management of [describe project], including without limitation:

1. the existence of the discussions or negotiations taking place between [primary party] and the Recipient in respect of the [Project] and the Proposed Transaction,
2. the existence of this letter agreement,
3. all financial, operating and other proprietary information in respect of the business, property and management of the [Project] and any other information, written or oral, in the possession or control of [primary Party] or which is expressly stated by [primary Party] to be confidential information,
4. any record, report, document, policy, practice, agreement, account, ledger or other data or information relating to the business or proposed business of the [Project], including without limitation any and all discoveries, inventions, processes, methods, techniques, know-how, trade secrets, and intellectual property and proprietary rights relating to the [Project], expressed in whatever form, and may, depending on the nature and scope of same, include technical information, procedures, formulae, protocols, software, specifications, flowcharts, instructions, research, financial or marketing data, business plans, intellectual property applications, and other documents and materials, and all modifications, variations, updates, enhancements, and improvements of same owned by [primary Party] and may include unique combinations of separate items, which individually may or may not be confidential,

to which access is granted to or obtained by the Recipient from [primary Party], but does not include any data or information which:

1. is or becomes publicly known or available through no breach of the terms of this letter agreement by the Recipient or by any director, officer, employee or agent of the Recipient, or
2. is disclosed by the Recipient with the prior written consent of [primary Party], or
3. is information required to be disclosed pursuant to the Freedom of Information and Protection of Privacy Act (British Columbia) (“FIPPA”), or
4. is independently developed by the Recipient without the use of the Confidential Information, or
5. is disclosed to the Recipient by a third party.

**3. Restricted Use of the Confidential Information**

It is acknowledged that [primary Party] and Recipient wish to enter into discussions to explore the Proposed Transaction as a business opportunity of potential mutual interest and benefit and that to do so, the Recipient has represented to [primary Party] that it is necessary for the Recipient to have access to the Confidential Information for the purposes of considering and reviewing the Proposed Transaction and discussing same but only with those employees and advisors of [primary Party] whom [primary Party]’s Manager, Deputy Manager, or Director expressly authorize (a “Permitted Purpose”). Therefore subject to the following terms and conditions, but only to the extent which [primary Party] in its sole discretion considers advisable in the circumstances, [primary Party] may elect to provide certain Confidential Information to the Recipient solely for the Permitted Purpose.

**4. Return of Confidential Information**

If the Recipient determines that it does not wish to be involved in a Proposed Transaction, the Recipient will promptly advise [primary Party] of that fact. In the event [primary Party] requests, Recipient agrees to promptly redeliver to [primary Party] or destroy all documents furnished by [primary Party] or its representatives to the Recipient or its representatives, without retaining copies. In such event the Recipient will promptly confirm such redelivery or destruction to City by delivering to [primary Party] a certificate in writing which certifies such redelivery or destruction.

**5. Promise of Confidentiality by Recipient**

In consideration for [primary Party] granting the Recipient the privilege of access to the Confidential Information, the Recipient acknowledges and agrees that the Confidential Information is, among other things, subject to copyright and trade-secret protection and the Recipient now covenants:

1. to keep all Confidential Information to which access is granted to or obtained by the Recipient in strictest confidence and as being strictly private and confidential and not to disclose or permit disclosure of all or any portion of the Confidential Information to any person, firm, corporation, business or other entity, except as otherwise expressly permitted by this letter agreement or with the prior written authorization of [primary Party],
2. without prejudice to the generality of paragraph (a), to exercise a degree of care in protecting the confidentiality of the Confidential Information that is at least equivalent to commercially reasonable best efforts or that which the Recipient uses to protect its own information of like sensitivity and importance, whichever is the higher standard,
3. not to use all or any portion of the Confidential Information in any way which may be reasonably considered as detrimental to the present or proposed business of [primary Party], or which might be reasonably considered to adversely affect the value of [Project], [primary Party], or its properties or assets, or in any manner which would constitute a breach of any law, rule or regulation of any jurisdiction,
4. not to use all or any portion of the Confidential Information for any purposes other than for the Permitted Purpose,
5. not to copy or otherwise reproduce or duplicate all or any portion of the Confidential Information without the prior written authorization of [primary Party], which authorization may be arbitrarily or unreasonably withheld,
6. not to decompile, disassemble, translate, reverse engineer or otherwise convert into human-readable form all or any portion of the Confidential Information provided, obtained or maintained on magnetic media or in machine-readable form,
7. to permit access to the Confidential Information only to such of its directors, officers, employees, agents and affiliated companies (“Recipient‘s Personnel”) as need such Confidential Information for the proper use thereof or for the fulfilment of their regular duties with the Recipient in connection with the Proposed Transaction provided that the Recipient shall be fully responsible for any unauthorized use or disclosure of the Confidential Information in breach of this agreement by the Recipient’s Personnel.
8. to promptly advise [primary Party] in writing of any unauthorized use or disclosure or any anticipated use or disclosure of all or any portion of the Confidential Information which comes to the Recipient’s attention and to take all reasonable steps to stop such unauthorized or anticipated use or disclosure, and
9. to promptly return all Confidential Information, together with any copies thereof, to [primary Party] upon demand.

**6. Permitted Disclosures**

Despite anything above to the contrary, the Recipient may disclose all or any part of the Confidential Information as may be required by law or pursuant to an order of a court of competent jurisdiction, but only after advising [primary Party] in writing, in order to allow [primary Party] a timely opportunity to appeal any such order, before any disclosure is made of such Confidential Information.

**7. [primary Party]'s Remedies for Unauthorized Disclosure**

The Recipient acknowledges and agrees that the use or disclosure of the Confidential Information by the Recipient or any of its directors, officers, employees or agents in a manner inconsistent with the terms of this letter agreement will cause irreparable and continuing damage to [primary Party] which could not adequately be compensated for in damages alone. Therefore, the Recipient agrees that [primary Party] shall have the right to seek and obtain equitable and injunctive relief to prevent any actual or threatened unauthorized use or disclosure of the Confidential Information in breach of this agreement by the Recipient or any of its directors, officers, employees or agents, or any further use or disclosure of such information, as well as all other remedies available at law or in equity, and the Recipient now irrevocably consents to an injunction being issued against Recipient and any of Recipient’s Personnel in this regard. The Recipient further agrees that no such action by [primary Party] shall be construed so as to be in derogation of any other remedy that may be available in the event of such a breach. The provisions of this paragraph will survive any termination or other determination of this letter agreement.

The Recipient now covenants to indemnify and hold harmless [primary Party] from and against:

1. any and all Losses (as defined below) resulting from any breach or non-fulfillment by the Recipient or any of the Recipient’s Personnel of any obligation on the part of the Recipient contained in this letter agreement, and
2. any and all Losses resulting from any disclosure or use of Confidential Information in breach of this Agreement by any person to whom Confidential Information is disclosed by the Recipient.

This indemnity will survive any termination or other determination of this letter agreement.

**8. No Licence or Other Rights**

All Confidential Information remains the property of [primary Party] and no licence or any other rights to the Confidential Information are conferred on the Recipient under this letter agreement. This letter agreement does not obligate [primary Party] to make any disclosure of Confidential Information to the Recipient or require the parties to negotiate further nor to enter into the Proposed Transaction or any other business relationship or further agreement. If the parties do engage in discussions or negotiations before or after the disclosure of the Confidential Information, then the parties are under no obligation to continue or complete those negotiations and may cancel those discussions or negotiations at any time without cost or liability to the other party.

The Recipient acknowledges and agrees that this letter agreement does not confer the right to receive any or all relevant information necessary to evaluate the Proposed Transaction, nor to receive accurate information and that all such rights will only arise in the event that a formal letter of intent or other separate legal agreement for conducting due diligence on the Proposed Transaction is subsequently entered into. Nor does this letter agreement confer on the Recipient any standstill or exclusivity rights and [primary Party] remains free to make such confidential disclosures, and to engage in any other negotiations or discussions with any other parties respecting the [Project] during the Recipient’s evaluation of the Confidential Information as [primary Party] elects to undertake in its sole discretion and has no obligation to advise the Recipient of any such activities and despite Section 10(c) below, owes the Recipient no fiduciary obligations whatsoever under this letter agreement.

[primary Party] reserves the unrestricted right to either include or exclude the Recipient in its sole discretion from future (if any) offers to request proposals for, market, discuss, or sell the [Project] or otherwise transact any business concerning the [Project].

**9. Limited Warranty and Liability**

[primary Party] warrants that it has the right to disclose the Confidential Information to Recipient. [primary Party] makes no other warranties in respect of the Confidential Information and provides all information on “as is, where is” basis without any express or implied warranty of any kind, including any warranty as to merchantability, fitness for a particular purpose (including without limitation and by way of example only, the Permitted Purpose), accuracy, completeness, or violation of third party intellectual property rights. In no event will [primary Party] be liable for any Losses (as defined below) resulting from the disclosure, use, or receipt of the Confidential Information. Accordingly, the Recipient will be solely liable for all Losses resulting from the Recipient entering into this letter agreement including without limitation and by way of example only, the defence of any third party lawsuit claiming that the Recipient was not entitled to receive or review the Confidential Information or that the Recipient misused or allowed an unauthorized disclosure of same or that the Recipient received information without that third party's permission. However, for certainty the Recipient is not required to indemnify City for [primary Party]’s Losses except to the extent provided for in Section 7(A), (B), (C) and (D) above.

**10. General Provisions**

1. “Losses” means any and all direct and indirect, including for certainty any and all consequential, losses, damages, liabilities, costs and expenses (including without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement, whether to a third person or otherwise), to the extent they are reasonable and properly incurred and mitigated against by the party suffering same.
2. This letter agreement will be construed and enforced in accordance with the laws of the Province of British Columbia, without regard to any choice of conflict of laws, rule or principle that will result in the application of the laws of any other jurisdiction. Any and all disputes in relation to the subject matter of this letter agreement will be resolved by the courts of competent jurisdiction in Vancouver, British Columbia and each party irrevocably and unconditionally attorns to the exclusive jurisdiction of such courts, and all courts competent to hear appeals from them, for that purpose.
3. This letter agreement will be legally binding upon the Recipient and its successors and assigns for a period of five (5) years and will enure to the benefit of [primary Party] and its successors and assigns.
4. The relationship between the parties is that of the Recipient being in a fiduciary relationship with [primary Party] and the Recipient owing a fiduciary obligation of the utmost trust, confidence and loyalty to [primary Party] in keeping the Confidential Information confidential. However, aside from the above-noted obligations of the Recipient, nothing in this letter agreement creates any relationship of agency, partnership, or joint venture between the parties and neither party has the authority to act on behalf of the other party or commit that party in any way.
5. This letter agreement once signed by the Recipient sets forth the entire agreement concerning its subject matter and replaces and supersedes all prior discussions, agreements, and writings, if any, between the parties.
6. This letter agreement may not be amended except in writing and signed by each party. No condoning, excusing or over-looking by any party of any default or non-observance will operate as a waiver unless the waiver is expressly granted in writing and signed by the waiving party.
7. In the event of partial unenforceability or invalidity, or a change in the law, or other unintended event or occurrence, the parties will in good faith do everything and sign everything required to most nearly restore or approximate the original intent of this letter agreement.
8. Pursuant to the *Electronic Transactions Act* (British Columbia), the Recipient will be legally bound by the terms of this letter agreement upon transmitting to [primary Party] an e-mail acknowledging its agreement to same and each such acknowledgement will take full legal force and effect independently as well as jointly with each other acknowledgement entered into by each Recipient.