



DATE: \_\_\_\_\_, 2019

## NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (the "Agreement") is made in regards to the financial information of **11235-117 Street, Edmonton Alberta, "The Bedford"**, between (the "Vendor"), and - \_\_\_\_\_ (the "Prospective Purchaser"), (the "Parties").

### 1. Purpose.

The Prospective Purchaser has requested certain non-public information regarding the Company in connection with a potential acquisition, directly or indirectly, of one or more of the assets of the Company (the "Transaction"). As a condition to furnishing such information to the Prospective Purchaser, the Company is requiring the Prospective Purchaser to agree to the following provisions set forth in this Agreement.

### 2. Definition of Confidential Information.

"Confidential Information" means any oral, written, graphic or machine-readable information that is not already known in public domains, including the fact that the Parties are in discussions regarding the Transaction.

### 3. Nondisclosure of Confidential Information

(a) The Prospective Purchaser agrees not to use any Confidential Information disclosed to it by the Company for its own use or for any purpose other than the Transaction. The Prospective Purchaser shall not disclose or permit disclosure of any Confidential Information of the Company to third parties or to employees of the Prospective Purchaser, other than directors, officers, employees, consultants and agents who are required to have the information in order review, analyze, examine and carry out the Transaction. The Prospective Purchaser agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company in order to prevent such Confidential Information from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the Prospective Purchaser utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. The Prospective Purchaser agrees to notify the Company in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the Company which may come to the Prospective Purchaser's attention.

(b) Exceptions. Notwithstanding the above, the Prospective Purchaser shall have no liability to the Company with regard to any Confidential Information of the Company which the Prospective Purchaser can prove:

(i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Prospective Purchaser;

(ii) was known to the Prospective Purchaser, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;

(iii) is disclosed with the prior written approval of the Company;

(iv) was independently developed by the Prospective Purchaser without any use of the Company's Confidential Information and by employees of the Prospective Purchaser who have not had access to the Confidential Information, as demonstrated by files created at the time of such independent development;

(v) becomes known to the Prospective Purchaser, without restriction, from a source other than the Company without a known breach of this Agreement by the Prospective Purchaser;

(vi) is disclosed generally to third parties by the Company without restrictions similar to those contained in this Agreement; or

(vii) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the Prospective Purchaser shall provide prompt notice of such court order or requirement to the Company to enable the Company to seek a protective order or otherwise prevent or restrict such disclosure.

**4. Return of Materials.** Any materials or documents that have been furnished by the Company to the Prospective Purchaser in connection with the Transaction shall be promptly returned by the Prospective Purchaser, accompanied by all copies of such documentation, within ten (10) days after a written request of the Company to return such materials or documents. Notwithstanding the foregoing, the Prospective Purchaser may retain copies of the Confidential Information (including Confidential Information stored on electronic, magnetic or similar media) in accordance with policies and procedures implemented in order to comply with legal and regulatory requirements and to demonstrate its compliance with its obligations hereunder.

**5. No Solicitation.** The Prospective Purchaser and its representatives shall not solicit or actively seek to hire or employ any person who during such period is employed by the Company, whether or not such person would commit any breach of such person's contract of service in leaving such employment.

**6. No Rights Granted.** Nothing in this Agreement shall grant the Prospective Purchaser any rights in or to the Company's Confidential Information other than the limited right to review such Confidential Information solely for the purpose as identified in this Agreement.

**7. Term.** The foregoing commitments of each party shall survive any termination of the Transaction between the Parties, and shall continue for a period terminating on the later to occur of the date (a) two (2) years following the date of this Agreement or (b) two (2) years from the date on which Confidential Information is last disclosed under this Agreement. This Agreement is intended to be effective during and cover any formal Transaction created between the Parties.

**8. Successors and Assigns.** The terms and conditions of this Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the Parties, provided that

Confidential Information of the Company may not be assigned without the prior written consent of the Company. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

**9. Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement,

(b) the balance of the Agreement shall be interpreted as if such provision were so excluded and

(c) the balance of the Agreement shall be enforceable in accordance with its terms.

**10. Independent Contractors.** The Company and the Prospective Purchaser are independent contractors, and nothing contained in this Agreement shall be construed to constitute the Company and the Prospective Purchaser as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

**11. Governing Law; Jurisdiction.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the Parties hereto shall be governed, construed and interpreted in accordance with the laws of the Province of Alberta and the Parties irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta.

**12. Remedies; Indemnification.** The Company and the Prospective Purchaser each agree that their obligations set forth in this Agreement are necessary and reasonable in order to protect the Parties and their business. The Company and the Prospective Purchaser each expressly agree that due to the unique nature of the Confidential Information that has and/or may be disclosed hereunder, monetary damages would be inadequate to compensate the Company for any breach by the Prospective Purchaser of the Prospective Purchaser's covenants and agreements set forth in this Agreement. Accordingly, the Company and the Prospective Purchaser each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to Company and that, in addition to any other remedies that may be available, at law, in equity or otherwise, the Company shall be entitled

(a) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Prospective Purchaser, without the necessity of proving actual damages, and

(b) to be indemnified by the Prospective Purchaser from any loss or harm, including but not limited to attorneys' fees, arising out of or in connection with any breach or enforcement of the Prospective Purchaser's obligations under this Agreement or the unauthorized use or disclosure of Company's Confidential Information.

**13. Amendment and Waiver.** Any term of this Agreement may be amended with the written consent of the Company and the Prospective Purchaser. Any amendment or waiver affected in accordance with this Section shall be binding upon the Parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

**14. Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**15. Entire Agreement.** This Agreement is the product of both of the Parties hereto, and constitutes the entire agreement between such Parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the Parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the Parties hereto regarding such transactions are expressly cancelled.

The Parties have executed this Nondisclosure Agreement as of the date first above written.

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**Signature**

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**Name Printed**