

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("**Agreement**") is made effective this ___ day of _____ 2026.

BETWEEN: HARBOUR TOWERS LTD.

(hereinafter called the "**Disclosing Party**")

- and -

(hereinafter called the "**Receiving Party**")

RE: 345 Quebec Street, Victoria, BC

(the "**Property**")

WHEREAS the Receiving Party has expressed a desire to receive certain confidential information with respect to the property or properties identified on Schedule A attached hereto (the "**Property**") now in the possession of and/or proprietary to the Disclosing Party;

AND WHEREAS the Disclosing Party is prepared to make available such information for the purpose and upon subject to the terms and conditions of this Agreement;

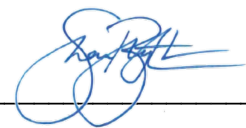
NOW THEREFORE, in consideration of the disclosure to it of the Confidential Information by the Disclosing Party and other good and valuable consideration provided by the Disclosing Party to the Receiving Party (the receipt and sufficiency of which is hereby acknowledged by the Receiving Party), the Receiving Party hereby undertakes, covenants and agrees as follows:

- (a) "Confidential Information" means all information provided by or on behalf of the Disclosing Party relating to the Property or the Disclosing Party or any entity related to the Disclosing Party, including, without limitation, proposals, plans, projections, designs, budgets, analyses, descriptions, pro formas, renderings, development concepts, reports, leases and proposed lease terms, (including the existence of this Agreement and any negotiations between the parties relating to the Property); provided however Confidential Information shall not include information that:
 - i) is generally available to and known by the public (other than as a result of a disclosure by the Receiving Party or its Representatives in violation of this Agreement); or
 - ii) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives that the Receiving Party reasonably believes is not subject to a confidentiality obligation in favour of the Disclosing Party.
- (b) The Receiving Party agrees to not use the Confidential Information for any purpose except to assess a business opportunity related to the Property with the Disclosing Party in respect of the Property (the "**Purpose**").
- (c) The Receiving Party agrees to not contact any person or entity other than the Disclosing Party and the Disclosing Party's designated Representatives with respect to the Property without the prior written consent of the Disclosing Party.
- (d) "Representatives" means the employees, officers, directors, shareholders, partners, accountants, lawyers and professional advisors of the respective party and those of its related entities.
- (e) The Receiving Party shall not disclose, without the prior written consent of the Disclosing Party, the Confidential Information to any other person except the Receiving Party's Representatives who need to know such information for the Purpose. The Receiving Party shall only disclose any of the Confidential Information to any of its Representatives after such Representative has agreed to abide by the provisions of this Agreement as if a party hereto. The Receiving Party shall be liable for the failure to keep the Confidential Information confidential by any person with whom the Receiving Party has shared the Confidential Information.

- (f) If the Receiving Party believes that it must disclose any portion of the Confidential Information in order to comply with any court, government authority, law, regulation or legal or regulatory process, it may so disclose such portion as it believe it must; provided however that it shall first, to the extent it is legally able to do so, provide notice to the Disclosing Party of such disclosure so that the Disclosing Party may seek to challenge the requirement to disclose and provided further the Receiving Party will seek to disclose the minimum amount necessary to comply with the requirements.
- (g) The Receiving Party agrees that it will protect, safeguard and maintain the Confidential Information in the strictest confidence at all times in accordance with the provisions of this Agreement.
- (h) The Receiving Party will, on request from the Disclosing Party, return or destroy all copies and records of the Confidential Information to the Disclosing Party and will not retain any copies or records of the Confidential Information, provided, however, the Receiving Party may retain a copy of such Confidential Information and any notes, reports and summaries generated therefrom for compliance with the Recipient's credit and governance requirements, provided such retained portions of the Confidential Information are kept confidential and accessible only to those responsible for audit or governance compliance and then only for such purpose.
- (i) Neither this Agreement nor the supply of any information grants the Receiving Party any license, interest or right in respect of any intellectual property rights of the Disclosing Party or any of its Representatives.
- (j) Neither party will have any legal commitment or obligation to the other party to proceed with the Purpose or the contemplated transaction unless and until a definitive Agreement in respect thereof has been executed in each party's sole and absolute discretion.
- (k) This Agreement is governed by the laws of the Province of British Columbia, and any proceeding relating to or arising as a consequence of this Agreement will be commenced and maintained only in the courts of British Columbia, that are located in the City of Vancouver.
- (l) This Agreement and the obligations pursuant hereto are for a period of 12 months.

THE PARTIES have caused this Confidentiality Agreement to be executed by their duly authorized officers as of the date first written above.

HARBOUR TOWERS LTD.

Per:  _____
 Name: Shaun Blythen
 Title: Director

(Receiving Party)
 Per: _____
 Name: _____
 Title: _____

SCHEDULE A – LIST OF PROPERTIES

<u>Property Name</u>	<u>Property Address</u>	<u>LEGAL</u>
Harbour Towers at Harbour Towers	345 Quebec Street Victoria, BC	002-836-271 LOT A OF LOTS 926, 927, 928, 929, 930, 945 AND 954, VICTORIA CITY, PLAN 24914

Your Relationship with a Real Estate Professional

Real estate professionals have a regulatory requirement to present you with this consumer information before providing services to you.

This information explains the different relationships you can have with a real estate professional to buy, sell or lease property. Before you disclose confidential information to a real estate professional regarding a real estate transaction, you should understand what type of business relationship you have with that individual.

BC Financial Services Authority

is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you. We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference.

You can work with a real estate professional in one of the following ways:

AS A CLIENT

If you are the client of a real estate professional, they work on your behalf. The real estate professional representing you has special legal duties to you, including:

- **Loyalty.** They will act only in your best interests.
- **Full disclosure.** They must tell you everything they know that might influence your decision in a transaction.
- **Avoid conflicts of interest.** They must avoid any situation that would affect their duty to act in your best interests.
- **Confidentiality.** They must not reveal your private information without your permission, even after your relationship ends. That includes:
 - your reasons for buying, selling or leasing
 - your minimum/maximum price
 - any preferred terms and conditions you may want to include in a contract

When you become a client, you may be asked to sign a written agreement setting out your and the real estate professional's responsibilities.

AS A NON-CLIENT

A real estate professional who is not representing you as a client does not owe you special legal duties:

- **No loyalty.** They may be representing a client with competing interests to yours in a transaction. They must be loyal to their client, not you.
- **No duty of full disclosure.** They do not have a duty to give you all relevant information.
- **No duty to avoid conflicts.** They are not acting in your interests.
- **No confidentiality.** They must share any information you tell them with their clients in a transaction.

As a non-client, a real estate professional may give you only limited services.

Whenever a real estate professional works with you in a real estate transaction, whether you are their client or not, they have a responsibility to act honestly and with reasonable care and skill.

Did you know buyers have a right to cancel a contract to purchase some types of residential real property in B.C.?
To learn more about the Home Buyer Rescission Period, visit www.bcfssa.ca or talk to your real estate licensee, a lawyer, or a notary.

Your Relationship with a Real Estate Professional

DISCLOSURE OF REPRESENTATION IN TRADING SERVICES

This is a required disclosure form in compliance with sections 54 of the Real Estate Services Rules. Your real estate professional must present the Your Relationship with a Real Estate Professional information page to you along with this disclosure form.

REAL ESTATE PROFESSIONAL DISCLOSURE DETAILS

I disclose that I am (check one):

- representing you as my client
- not** representing you as a client

Name

Team name and members, if applicable. *The duties of a real estate professional as outlined in this form apply to all team members.*

Brokerage



Signature

Date

Notes:

CONSUMER ACKNOWLEDGMENT:

This is NOT a contract

I acknowledge that I have received the **Your Relationship with a Real Estate Professional** consumer information page and this disclosure form.

Name (optional)

Name (optional)

Initials (optional)

Date

Initials (optional)

Date

A copy of this disclosure is not required to be provided to BC Financial Services Authority unless it is specifically requested.

Not a Client? Know the Risks

Real estate professionals have a regulatory requirement to present you with this consumer information.

This information from BC Financial Services Authority explains the risks of working with a real estate professional who is already representing a client in the same transaction.

We recommend that you seek independent representation in this real estate transaction.

BE CAUTIOUS.

The real estate professional who gave you this form is already representing a client in this transaction. They owe a duty of loyalty to that client and must work in that client's best interests. They cannot represent you or work in your interests in this transaction.

This real estate professional must tell their client any relevant information you share with them. For example, if disclosed by you, they must share the following information:

- your reasons for buying, selling or leasing
- your minimum/maximum price
- any preferred terms and conditions you may want to include in a contract

Only share information that you are comfortable being disclosed to the other party in this transaction.

BC Financial Services Authority

is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you. We're here to help you understand your rights as a real estate consumer.

Keep this information page for your reference.

This real estate professional can only provide you very limited services. Because this real estate professional must be loyal to their client and work in their client's interest, they can only give you limited assistance.

THEY CANNOT:

- ✗ give you advice on an appropriate price
- ✗ give you advice about any terms and conditions to include in a contract
- ✗ negotiate on your behalf
- ✗ share any of their client's confidential information with you, like:
 - their minimum/maximum price
 - their reason for buying/selling/leasing.
- ✗ protect your confidential information

THEY CAN:

- ✓ share general information and real estate statistics
- ✓ show a property and provide factual information about the property
- ✓ provide you with standard real estate forms and contracts
- ✓ fill out a standard real estate contract
- ✓ communicate your messages and present your offers to their client

Not a Client? Know the Risks

DISCLOSURE OF RISKS TO UNREPRESENTED PARTIES

This is a required disclosure form in compliance with section 55 of the Real Estate Services Rules. A real estate professional must present the Not a Client? Know the Risks information page to you along with this form.


REAL ESTATE PROFESSIONAL DISCLOSURE DETAILS

I am already representing a client in this transaction and working in only their best interest. I am not representing you or acting on your behalf.

Name

Team name and members. *The duties of a real estate professional as outlined in this form apply to all team members.*

Brokerage



Signature

Date

Property address

Notes:

CONSUMER ACKNOWLEDGMENT:

This is NOT a contract

I acknowledge that I have received the **Not a Client? Know the Risks** consumer information page and this disclosure form.

I understand that the real estate professional named above is not representing me as a client or acting on my behalf in this transaction.

Name (optional)

Name (optional)

Initials (optional)

Date

Initials (optional)

Date

A copy of this disclosure is not required to be provided to BC Financial Services Authority unless it is specifically requested.