

# NAI Commercial - Buyer Confidentiality Agreement

**THIS AGREEMENT** made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010.  
**BETWEEN:**

(Buyer Name, Company & Address, Telephone) – \_\_\_\_\_  
\_\_\_\_\_  
(the "Buyer")

- and -

**NAI Commercial**, Suite 100, 535 Thurlow Street, Vancouver, BC V6E 3L2 (the "Brokerage")

The above noted Buyer hereby requests confidential information with respect to a business and operating asset referred to as NAI Project #0810, "BC Turnkey Heli-ski/Snowmobile Tenure and Management Plan" (the "Business"), which is represented by Brokerage, and which Buyer has expressed an interest in purchasing. In consideration of Brokerage providing such confidential information, Buyer hereby agrees as follows:

1. Brokerage will furnish Buyer with certain proprietary information (which may be provided in oral, written, graphic, machine-readable or other form) relating to the Business' operations, property, personnel, financial and other matters which are non-public, confidential or proprietary in nature ("Confidential Information"). Confidential Information shall at all times remain the exclusive property of the seller of the Business ("Seller").
2. Buyer agrees to keep the Confidential Information and every part thereof confidential and shall not, without the prior written consent of Brokerage, be disclosed by Buyer or its agents, advisors, representatives or employees in any manner whatsoever, in whole or in part, and shall not be used by Buyer, its agents, advisors, representatives or employees other than in connection with evaluation and review of the same with respect to the potential purchase of the Business.
3. Any and all Confidential Information provided to Buyer is provided for informational purposes only. Buyer understands that all information was provided to Brokerage by the owner of the Business, and Brokerage makes no representations or warranties as to its accuracy or completeness. Buyer is solely responsible for investigating all aspects of the business, performing its due diligence review and obtaining any legal, tax or other counsel that Buyer deems necessary, prior to purchasing the business. Buyer acknowledges that Brokerage has advised Buyer to seek the advice of a lawyer and/or certified public accountant.
4. If Buyer decides not to purchase the Business, Buyer shall promptly notify Brokerage of such decision and shall promptly return and/or destroy and/or delete all documentation and other materials containing or forming part of the Confidential Information without retaining any copies, summaries, analyses or extracts.
5. Buyer understands and agrees that all dealings concerning the Business will be handled through Brokerage and that Brokerage has entered into an agreement with Seller for the payment of Brokerage's commission. If Buyer enters into a sale and/or purchase agreement, a management contract or other financial arrangement with respect to the Business directly with the Seller, Buyer shall be liable for any and all damages Brokerage may suffer, including but not limited to commission payable on the sale price or minimum Commission due under the Brokerage's agreement with Seller, whichever is greater.
6. Any unauthorized disclosure shall constitute a material breach of Buyer's duty to the Seller and Brokerage. Buyer shall be fully responsible for any breach of this Agreement by itself, its agents, advisors, representatives or employees, and Buyer hereby indemnifies and holds Brokerage, its agents, representatives, employees, directors, officers, insurers, successors and assigns harmless from any liability resulting from such unauthorized disclosure.
7. This Agreement shall be governed by the laws of the Province of British Columbia.
8. This agreement shall remain in effect until terminated by the earlier of three years or mutual agreement in writing.
9. Any breach of this Agreement shall result in the prevailing party being entitled to receive from the other party all of its reasonable legal fees, costs and expenses incurred at both the trial and appellate levels. The parties hereby consent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach of this Agreement in a court of competent jurisdiction in and for the Province of British Columbia.
10. Seller is the intended beneficiary of all covenants of Buyer which benefit Seller, including without limitation the covenants concerning the use of information disclosed to Buyer, and Seller may bring an action to enforce such covenants. Buyer represents and warrants to Brokerage that Buyer does not represent a third party, governmental agency or competitor of the Business, nor is Buyer employed by a competitor and the sole purpose for receiving any Confidential Information regarding the Business is to purchase the Business.
11. Buyer has the ability to transact financially at the level of the offering and agrees to provide supporting documentation indication such.
12. Buyer acknowledges receiving a copy of this Agreement, and a facsimile or PDF copy with signatures shall be considered as original.

Name: \_\_\_\_\_

\_\_\_\_\_  
**Signature - Authorized Signing Officer**