

CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT

This CONFIDENTIALITY AND NON-CIRCUMVENTION AGREEMENT (the "Agreement") is entered between Advent Commercial Real Estate Corp. o/a NAI Advent (the "Presenter")

and _____ (Name of the "Recipient"), including and not limited to each of Presenter's and Recipient's officers, directors, shareholders, agents, employees, consultants, attorneys, nominees and affiliates.

IN CONSIDERATION FOR the Presenter providing the Recipient with information on businesses and/or vacancies for lease and/or properties or land for sale relating to **4655 37 Street SW, Calgary AB** (the "Opportunities"), the Recipient understands, agrees and warrants as follows:

1. "Information" shall include all data and materials related to the Opportunities and to the fact they are for sale or lease.
2. That Information provided by the Presenter is sensitive and confidential.
3. The Recipient agrees that all matters concerning the Opportunities will be handled through the Presenter, and that the Recipient will not approach or attempt to deal with the Opportunity owner(s), employees, suppliers, customers, associates or competitors, either directly or indirectly, or pass this Information on to third parties, except solely through the Presenter.
4. The Information is provided by the Opportunity owner(s) and the Presenter has not verified the representation of the owner and makes no warranty with respect to the accuracy or completeness thereof.
5. That all correspondences, inquiries, offers, requests for information and negotiations relating to any Opportunity will be conducted exclusively and solely through the Presenter.
6. All transmitted Information shall be destroyed or remitted to the Presenter upon request, and the Recipient will not duplicate copies of such.
7. Should the Recipient wish to further their interest in any Opportunities, it is agreed the Recipient shall retain the Presenter on behalf of the Recipient.
8. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
9. This Agreement shall not be assigned without the prior written consent of the parties hereto.

10. If any provision off this Agreement shall be held invalid or unenforceable, such validity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable such provision in any other jurisdiction or any other provision of the Agreement in any jurisdiction.
11. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.
12. The Recipient further understands and agrees that the Opportunities offered by the Presenter; therefore, all terms and conditions so stated above shall remain in full force and be binding up to but not limited to two (2) years from the date of receipt of any such information.

Each representative signing below avows that they are duly empowered by their respectively named company to irrevocably agree and bind it to the commitments and obligations contained herein.

SIGNED AND DATED this _____ day of _____, 2024.

RECIPIENT:

Print Name: _____

Company Name: _____

Address for service: _____

Email: _____

Phone Number: _____

Signature: _____