

CONFIDENTIALITY AGREEMENT

MaxWell Capital Realty
6204B Burbank Road
Calgary, AB
T2H 2C2

ATTENTION: MR. GORD HYLAND

RE: # 1167 of any business introduced by Gord Hyland

We acknowledge that, following our execution of this Agreement, you have agreed to provide us with copies of the following information relating to the above noted business:

- 1) Names of business
- 2) Address of business
- 3) Pertinent details of business

(The foregoing documents are herein referred to as the “Confidential Information”)

We understand that the Confidential Information made available to us, and any other information or documents that you may later provide to us in connection herewith, shall be kept in strict confidence by us and shall not be used for any purpose other than valuing the acquisition of an interest in the business. We agree to protect and safeguard the confidential information and to limit and control the copies, extracts or reproductions made of the Confidential Information. We will not, without express written consent of *MaxWell Capital Realty*, use the Confidential Information for any purpose other than valuing the business described with a view to the acquisition of the business in whole or in part.

The Confidential Information shall not be disclosed to any person (which term herein shall be interpreted broadly to include, without limitation, any corporation, company, syndicate trust, partnership or other entity or individual) except that we may disclose the Confidential Information to:

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- a) Our employees or the employees of our affiliates, who have a need to know; and
- b) our representatives including, without limitation, lawyers, accountants and consultants (the “Representatives”) who have provided us with their covenant to maintain the confidential nature of such information.

At any time upon *MaxWell Capital Realty*’s request, we will return, destroy or have destroyed the Confidential Information and all memoranda, notes, reports and documents and all copies, extracts or reproductions thereof received by us, the employees of our affiliates or the Representatives in connection with the review of the Confidential Information and, upon *MaxWell Capital Realty*’s request, we will be prepared to certify the foregoing.

In the event that we determine not to proceed with the acquisition or any interest in the business described, all Confidential Information that we have provided to third parties, together with any copies thereof, will be returned to *MaxWell Capital Realty*, if requested.

This Agreement shall be in full force and effect for a period commencing on the date hereof and expiring on the anniversary of the date hereof, unless sooner terminated.

This Agreement shall be binding upon the undersigned, its affiliates and employees and we assume full responsibility and liability for the actions of any affiliate and its employees to whom disclosure of the Confidential Information is made and who, in turn, discloses such information contrary to the intent hereof.

This Agreement shall be governed by and interpreted, according to the laws of the Province of Alberta.

We accept the Confidentiality Information to be furnished concerning # 1167 or any business introduced by Gord Hyland, subject to the conditions as set forth in this Agreement.

DATED THIS _____ DAY OF _____, 2024.

Signature

Name Printed