

NON-DISCLOSURE NON-SOLICITATION AGREEMENT

This Agreement is made as of the "Effective Date"

BETWEEN

Name & Position: Right At Home Realty Lina Gueorguieva

Address: 1396 Don Mills Rd. unit B121

Contact: 647-862-2339

Email: linagluluxury@gmail.com

Linagremax@gmail.com
Gueorguieva.lina@gmail.com

Hereinafter called "**Disclosing Party**"

AND

Name & Position:

Address:

Contact:

Email:

Hereinafter collectively called "**Receiving Party**"

SUBJET PROPERTY: 26 Columbia St W., 35 Columbia St. W., 41 Columbia St. W., 61 Columbia St. W. Waterloo
347 Spruce St Waterloo, N2L 3M6, 233 beds in total.
transmitted via email to "**Receiving Party**".

"**Disclosing Party**" and "**Receiving Party**" wish to enter discussions to explore a business opportunity of Potential mutual interest, **NOW THEREFORE**, in consideration of the foregoing premises, the mutual covenants and obligations contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. "**Receiving Party**" acknowledges that any information, including, but not limited to the identity of said Property, plans, contracts, surveys, original ideas, financial statements and information, trade secrets, and other proprietary information is in all respects of a confidential nature and that any disclosure or use of said information by the "Receiving Party" to others, may cause serious harm or damage to the businesses, its owners, and/or its agents. Therefore the "Receiving Party" agrees not to use or employ said information for any purpose other than the due diligence necessary for the potential purchase of the Properties or the merger of said businesses. "**Receiving Party**" shall in no manner copy, reproduce, and/or distribute this information to any other parties. This disclosure is solely intended for the above mentioned receiving parties. However, if the Disclosing Party is informed beforehand, and has agreed to further disclosures for the express purpose of the evaluation for the intent of purchase or merger, the Receiving Party shall sign a new NDNC with the new receiving parties and send a copy to the Disclosing Party named above, before disclosing the information, to secure Disclosing Party's approval.

2. "**Receiving Party**" agrees not to contact in any manner, either directly or indirectly, the owners, principals, employees, affiliates, representatives, family members, friends, related parties and/or entities, and/or agents or brokers, representing said parties during the term this agreement is in effect or within sixty (12) months of the date of this agreement (whichever is longer) without the written consent of Disclosing Party. In addition, in the event that "Receiving Party" is contacted by any of the above parties, "Receiving Party" must notify the "Disclosing Party" within 24 hours (in person, by phone, voice mail message, email, or certified mail) of the contact including the name of the contact and a detailed account of the nature of the content communicated during said contact.

"Disclosing Party" initials_____

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"Receiving Party" initials____

3. **"Receiving Party"** shall not circumvent "Disclosing Party" in any form or manner with regard to the Properties. Circumvention shall include, but shall not be limited to, purchasing, selling, leasing, optioning, entering into joint venture or purchase of equity position of real estate or its controlling entity being presented to "Receiving Party" by Disclosing Party, whether directly or indirectly.

4. If for any reason receiving party breach this confidentiality agreement a charge of 2% of the property value will be immediately due and payable to disclosing party and grant disclosing party to retain the commission subjected to liquid damage not as a penalty, grant disclosing party a secured lien position in Security (ies), Guaranty (ies) Or Collateral(s) with the interest of 36% annually for any outstanding amount without any consent from receiving party, and grant disclosing party the right to have a temporary injunction enforced against the Security (ies), Guaranty (ies) Or Collateral(s) until such fees have been paid. Using or disclosing such information as shall become public knowledge other than by or as a result of Disclosure by a person not having a right to make such disclosure, and compliance with any legal proceeding where compliance is required by law Compliance with any legal proceeding where compliance is required by law.

5. **"Disclosing Party"** makes no representations or warranties as to the accuracy or completeness of the information being provided to "Receiving Party". All information has been supplied by seller and its agents, and assumed to be accurate. "Receiving Party" will do its own due diligence as to the accuracy of the information and disclosed material. This Agreement will not constitute any representation, warranty or guarantee to "Receiving Party" by "Disclosing Party" with respect to the no infringement of patents or other rights of third parties. "Disclosing Party" will not, to the extent that it disclosed the Confidential Information, be held liable for any errors or omissions in the Confidential Information and for the use and the results of the use of the Confidential Information by "Receiving Party" or its directors, officers, employees, agents, consultants or professional advisors.

6. **"Receiving Party"** will evaluate the Confidential Information provided by "Disclosing Party" for the Purpose for a period of five (5) business days, commencing on the Effective Date. "Receiving Party" in carrying out the evaluation of the Confidential Information, will ensure that directors, officers, employees, agents, consultants and professional advisors, and any or all other interested parties working in any capacity for/with the "Receiving Party", will agree to, and be bound by the terms of this Agreement.

7. Obligation of Confidentiality. During the Evaluation Period and for ONE (1) years thereafter (together, the "Term"), "Receiving Party" will use reasonable efforts to keep Disclosing Party's Confidential Information confidential. Disclosure or use of the Confidential Information by "Receiving Party" in breach of this Agreement will be deemed to cause "Disclosing Party" irreparable harm for which damages are not an adequate remedy, as detailed in paragraph 3 of this Agreement.

8. Disclosure Required By Law. If "Receiving Party" is required by a judicial, administrative or other legal process to disclose Disclosing Party's Confidential Information, "Receiving Party" will promptly notify "Disclosing Party" and allow "Disclosing Party" reasonable time to oppose the process before disclosing the Confidential Information.

9. Ownership. The Confidential Information, and all rights in and to the Confidential Information, which has been or will be disclosed to Receiving Party, will remain the exclusive worldwide Property of "Disclosing Party" or its nominee, and will be held in trust by "Receiving Party" for the benefit of Disclosing Party. No license under any patent and no copyright of Disclosing Party, or any right respecting the Confidential Information other than expressly set out herein, is granted to "Receiving Party" under this Agreement by implication or otherwise.

10. This agreement shall not be assigned by **"Receiving Party"** without the written approval of Disclosing Party. This agreement shall be governed and construed in accordance with the laws of the Province of Ontario.

"Disclosing Party" initials_____

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"Receiving Party" initials_____

11. Time is of the essence under this agreement.

12. Headings. The headings and subheadings in this Agreement are inserted for convenience of reference only and will not be used in interpreting or construing the provisions of this Agreement.

13. Independent Contractor. The relationship between the parties is that of independent contractors and nothing in this Agreement will be construed as establishing an agency, partnership, joint venture, or employment relationship between the parties. No party has the authority to act on behalf of the other party, or to commit the other party in any manner at all or cause any other party's name to be used in any way not specifically authorized by this Agreement.

14. Entire Agreement. The parties hereto acknowledge that this Agreement sets forth constitutes the entire agreement and understanding of the parties hereto, and replaces and supersedes all prior discussions, agreements and writings. Any portion of this agreement found to be illegal, shall be considered null and void, just as if it had never appeared in the agreement, and it shall not affect the validity of any other item in this agreement. Plural references made to the parties in this agreement may also be singular, and singular references may be plural. Any references to any particular gender shall apply to all genders.

15. Amendment. No amendment or variation to this Agreement will operate to change or vary the terms, obligations or conditions hereof except upon mutual agreement by both parties signed by an authorized representative of each party.

16. Severability. In the event that any provisions of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction in any jurisdiction, the remainder of the Agreement will remain in full force and effect without said provision in said jurisdiction and such determination will not affect the validity or enforceability of such provision or the Agreement in any other jurisdiction. The parties will in good faith negotiate a substitute clause for any provision declared invalid or unenforceable, which will most nearly approximate the intent of the parties in entering this Agreement.

17. Waiver. No condoning, excusing or overlooking by any party of any default, breach or non- observance by any other party at any time(s) regarding any terms of this Agreement operates as a waiver of that party's rights under this Agreement. A waiver of any term or right under this Agreement will be in writing signed by the party entitled to the benefit of that term or right, and is effective only to the extent set out in the written waiver.

18. Further Assurances. The parties will promptly do such acts and execute and deliver to each other such further instruments as may be required to give effect to the intent expressed in this Agreement.

19. Inurnment. This Agreement will endure to the benefit of and be binding upon the parties hereto, and their respective administrators, successors, and permitted assigns.

DISCLOSING PARTY

RECEIVING PARTY

Date:

Date:

"Disclosing Party" initials_____

"Receiving Party" initials____