

CONFIDENTIALITY AGREEMENT

Dated the ____ day of _____, 20__.

BETWEEN:

SUN RIVERS LIMITED PARTNERSHIP

1 Sun Rivers Drive
Kamloops, BC V2H 1R4

(the “**Disclosing Party**”)

AND:

or Nominee

(the “**Recipient**”)

WHEREAS:

A. The Recipient wishes to review certain information relating to the Disclosing Party in connection with the proposed transaction involving both the Disclosing Party and the Recipient described in Schedule “A” (the “**Proposed Transaction**”).

B. The Disclosing Party is willing to disclose certain information to the Recipient on the condition that such information be retained in confidence by the Recipient, and dealt with in accordance with the following provisions.

In consideration of these premises and the covenants of the parties herein contained, the parties agree as follows:

1. In this Agreement the following words and phrases shall have the following meanings unless the context otherwise requires:

- (a) “**Confidential Information**” refers to any and all information acquired by the Recipient in the course of its Review which shall include, without limiting the generality of the foregoing, all information, written or oral or in the form of computer data, or obtained visually from a tour of the Disclosing Party’s facilities furnished by the Disclosing Party to, or otherwise obtained by, the Recipient which is or would logically be considered to be confidential or proprietary in nature, including but not limited to all contracts, agreements, technical information, marketing information, financial information, names of shareholders, private investors, joint venture partners and limited partners, which is or may be either applicable to or related in any way to the Proposed Transaction or the assets, business or affairs of the Disclosing Party,

together with all analyses, compilations, data studies or other documents prepared by the Recipient containing or based upon, in whole or in part, information acquired by the Recipient during the course of its Review. Confidential Information shall not include Non-Proprietary Information;

- (b) **“Non-Proprietary Information”** refers to information:
 - (i) which at the time of disclosure or thereafter becomes generally available to the public other than as a result of any act or omission by the Recipient or its Representatives or anyone to whom the Recipient or its Representatives transmitted such information;
 - (ii) which is or becomes lawfully known to the Recipient or its Representatives on a non-confidential basis and not in contravention of applicable law from a source (other than the Disclosing Party) that is entitled to disclose the information; or
 - (iii) which is already in the possession of the Recipient or its Representatives or is lawfully acquired by them;

provided that any combination of the information which comprises part of the Confidential Information shall not be deemed to be Non-Proprietary Information merely because individual parts of that information were within the public domain or within the prior lawful possession of the Recipient or its Representatives unless the combination itself was within the public domain or in the prior lawful possession of the Recipient or its Representatives or was so lawfully received by them;

- (c) **“Proposed Transaction”** means the proposed Transaction described in Schedule “A” by the Disclosing Party with the Recipient however effected;
- (d) **“Representatives”** means, as the case may be, the directors, officers, employee, agents, affiliates, lawyers, engineers, accountants, consultants and financial advisors of a party hereto; and
- (e) **“Review”** means the Recipient’s review of the Confidential Information and the Non-Proprietary Information relating to the Disclosing Party, for the purposes of the Proposed Transaction.

2. The Recipient shall:

- (a) ensure that the Confidential Information be kept in strict confidence and shall not be used for any purpose whatsoever other than for the purpose of conducting the Review and negotiating the Proposed Transaction;
- (b) ensure that the Confidential Information shall not be disclosed to any person other than to the Recipient’s Representatives who have a need to know the same and the Recipient shall be responsible for any breach of this Agreement by any of its Representatives;

- (c) not disclose any Confidential Information to any person other than in accordance with the terms of this Agreement, except in the event that the Recipient or its Representatives are required by law to otherwise disclose any Confidential Information. Prior to any such disclosure, however, the Recipient shall immediately provide the Disclosing Party written notice thereof so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance by the Recipient with this Clause. In the event that any court or administrative body requires disclosure of the Confidential Information, then the Recipient or any of its Representatives required to provide such disclosure will furnish only that portion of the Confidential Information which is legally required and, further, shall each exercise their best efforts to obtain reasonable assurances that confidential treatment will be accorded such Confidential Information; and
- (d) at the request of the Disclosing Party, return all documents and material provided hereunder as well as all notes, summaries, computer notes and data or copies of such material, or at the Disclosing Party's direction certify in writing that all such documents or material were destroyed. The Recipient will require all Representatives to comply with this paragraph.

3. The Recipient acknowledges and agrees with the Disclosing Party that;

- (a) the Confidential Information is provided to it to acquaint it with the Disclosing Party, and its business; and
- (b) no contract or agreement relating to the Proposed Transaction shall be deemed to exist unless and until a definitive agreement has been executed and delivered by or on behalf of the parties hereto.

4. This Agreement shall not be construed as granting expressly or by implication during its term or thereafter any rights with respect to any Confidential Information disclosed pursuant to this Agreement. It is understood and agreed by the Recipient that no failure or delay by the Disclosing Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise of any right (equitable or otherwise), power or privilege hereunder.

5. The Recipient hereby agrees to and shall be liable to the Disclosing Party for all claims, liabilities, damages, costs, losses and expenses whatsoever which the Disclosing Party may suffer, sustain or incur, in respect of all matters or things which may arise out of any act or omission directly or indirectly related to any breach by the Recipient or its Representatives of this Agreement or resulting from the unauthorized use or disclosure of the Confidential Information by the Recipient or its Representatives.

6. The Recipient acknowledges that any and all Confidential Information is provided without any representation or warranty, expressed or implied, as to its accuracy or completeness or compliance with any applicable standard. The Recipient agrees that neither the Disclosing Party or any of its directors, officers or employees have any liability to the Recipient resulting from its use of the Confidential Information.

7. The Recipient will promptly notify the Disclosing Party of any actual or threatened breach under any of the terms of this Agreement or any unauthorized communication, disclosure or use of any of the Confidential Information of which the Recipient has actual knowledge.

8. The Recipient is aware and acknowledges that the Confidential Information is sensitive to Disclosing Party's business and of importance thereto and this Agreement shall remain in force and effect for an indefinite term notwithstanding that the Confidential Information may have been returned or copies thereof destroyed prior to the expiration of such time period.

9. The Recipient acknowledges that the Confidential Information is the property of the Disclosing Party and of economic value to the Disclosing Party and that disclosure of any of the Confidential Information to the competitors of the Disclosing Party or the general public would be highly detrimental to the best interests of the Disclosing Party. The Recipient agrees to indemnify and hold the Disclosing Party harmless against and from any loss or damage incurred or suffered by the Disclosing Party and caused directly or indirectly by the disclosure or use of the Confidential Information by the Recipient or any of its Representatives contrary to the terms of this Agreement.

10. The Recipient agrees that the Disclosing Party shall be entitled to injunctive relief to prevent breaches of this Agreement and to specifically enforce the terms and provisions hereof, without having to prove actual damage, in addition to any other remedy to which the Disclosing Party may be entitled at law or in equity.

11. If any provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceability will not affect the enforceability of the balance of this Agreement and all provisions of this Agreement shall, if alternative interpretations are applicable, be construed so as to preserve the enforceability hereof.

12. This Agreement expresses the entire agreement between the parties hereto with respect to the communication and delivery of Confidential Information and shall be binding upon and enure to the benefit of the parties hereto and their respective successors.

13. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the parties hereto irrevocably attorn to the jurisdiction of the courts of such Province and the courts of such Province shall have jurisdiction to entertain applications for injunctive relief and all other actions arising in connection with this Agreement.

14. This Agreement and any certificate or other writing delivered in connection with this Agreement may be executed in any number of counterparts and any party to this Agreement may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts of this Agreement or such other writing, as the case may be, taken together will be deemed to be one and the same instrument. The execution of this Agreement or any other writing by any party will not become effective until all counterparts, as the case may be, have been executed by all the parties to this Agreement. A copy of this Agreement delivered by facsimile or other electronic means and bearing a copy of the signature of a party to this Agreement shall for all purposes be treated and accepted as an original copy thereof.

Signed by the parties as of the date of the first page.

SUN RIVERS LIMITED PARTNERSHIP

Per: _____
Authorized Signatory

THE RECIPIENT

Per: _____
Authorized Signatory

SCHEDULE “A”

1. All or a portion of the issued Limited Partnership units in Sun Rivers Limited Partnership;
2. All of the assets of Sun Rivers Limited Partnership or its subsidiary companies; or
3. A portion of the assets of Sun Rivers Limited Partnership or its subsidiary companies.