



NCNDA (Non-Circumvention, Non-Disclosure & Confidentiality Agreement)

THIS AGREEMENT, entered into on this _____, 2023 , is for the association and arrangement of Non-Circumvention, Non-Disclosure, and Confidentiality between

Notably Real Estate whose principal place of business is at
10201 Southport Rd SW #880, Calgary, AB T2W 3N2

And;

(Buyer) _____, whose principal place
of business is at _____, **B.C.**

And;

(Agent) _____, whose principal place
of business is at _____, **B.C.**

hereinafter referred to as the "Parties."

The undersigned hereby acknowledges having been introduced the following Investment / Business opportunity by **notably** and having received confidential information about the opportunity described below:

BUSINESS NAME CALGARY COURIER BUSINESS

Upon execution of this Agreement, the Parties agree to respect the integrity and tangible value of this Agreement between them.

1. Term of Agreement, Automatic Renewal or Roll-Over. This Agreement is effective for a minimum period of one (1) year from the date of execution of this Agreement.

2. Contacts Deemed Exclusive and Valuable. Because of this Agreement, the Parties involved in this transaction or series of transactions may learn from one another, or from their principals, the names, telephone numbers, email addresses, and other contact information of clients, borrowers, investors, lenders, agents, brokers, lending corporations, banks, manufacturers, individuals and/or trusts, or buyers and sellers hereinafter referred to as "Contacts." The Parties agree that the identities of the Contacts shall be recognized by the other Party as the exclusive and valuable Contacts of the introducing Party and shall remain so for the duration of this Agreement.

3. Confidentiality. The Parties shall keep strictly confidential the names and any other identifying information of any Contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, contractors, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering into a written agreement with the Party who provided such contact, unless that Party gives prior written consent. Such confidentiality will include any names, addresses, email addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party.

4. Non-Disclosure. The Parties agree not to disclose, reveal or make use of any information during discussion or observation regarding methods, concepts, ideas, specifications, product, services, or proposed new products or services, nor to do business with any of the revealed Contacts without the written consent of the introducing party or parties.

5. Attorney Fees. If either party commences legal proceedings to interpret or enforce the terms of this Agreement, the prevailing Party will be entitled to recover court costs and reasonable attorney fees.

6. Choice of Law. The Parties will construe this Agreement in accordance with the laws of the Province of British Columbia. If any provision of this Agreement is deemed void by any court of competent jurisdiction, the remaining provisions shall remain in force and effect.

7. Consent to Personal Jurisdiction. The Parties hereby expressly consent to the personal jurisdiction in Canada and Federal courts located in the Province of British Columbia for any lawsuit filed by either party related to the terms of this Agreement.

8. Entire Agreement. This Agreement contains the entire understanding between the Parties, and any waiver, amendment or modification to this Agreement is subject to the above conditions and must be attached to this Agreement.

9. Authority to Act/Bind. Upon execution of this Agreement by signature below, the Parties agree that any individual, firm company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees or consultants of which the signee is an agent, officer, heir, successor, assign or designee is bound by the terms of this Agreement.

10. Exclusion. The undersigned has no confidentiality, non-disclosure, nor non-circumvention obligation under this Agreement with respect to information which is or becomes publicly available without breach of this Agreement by the undersigned; is rightfully received by the undersigned without obligations of confidentiality, non-disclosure, nor non-circumvention; is developed by the undersigned without breach of this Agreement; or which is required to be disclosed by applicable law or any governmental entity of competent jurisdiction.

An e-mail or facsimile copy of this Non-Circumvention, Non-Disclosure and Confidentiality Agreement shall constitute a legal and binding instrument. By setting forth my hand below, I warrant that I have complete authority to enter into this Agreement.

For: _____
(company name/buyer name)

(authorized signatory)

(name, title)

I have the authority to bind the above

For: Agent

(authorized signatory)

