

Partners In Care Alliance Society

CONFIDENTIALITY, NON-COMPETE AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“**Agreement**”) is made and entered into as of this ___ day of _____,(month), _____ (year) by and between the Partners In Care Alliance Society, a BC registered not-for-profit society, for itself and its partners, contractors, divisions, subsidiaries and affiliates,; and _____, a Canadian citizen/corporation for himself/themselves and their affiliates, divisions and subsidiaries.

WHEREAS, the parties desire to determine the feasibility and desirability of a possible transaction or other business relationship between the parties (the “**Relationship**”), and thereafter, if appropriate, to implement the Relationship; and

WHEREAS, in order to make a thorough examination of the feasibility and desirability of the Relationship, and thereafter in implementing the Relationship, each party may require access to certain Confidential Information (defined below) of the other; and

WHEREAS, in consideration of the disclosure of such Confidential Information, the parties desire that the treatment of such Confidential Information be governed by the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Confidential Information.** As used herein, “**Confidential Information**” shall mean all information or data, whether disclosed orally, in writing or in electronic format, and whether or not marked as “confidential” or “proprietary”, which is not generally available to the public, including, without limitation, computer programs and related documentation, source code, screen displays, functional and design specifications, marketing plans, business plans, trade secrets, budgets, financial statements, projections, and any and all other information or data relating to a party’s (the “**Disclosing Party**”) customers, suppliers, operations, policies, procedures, techniques, accounts and personnel; provided, however, that “**Confidential Information**” shall not include information or data which (i) the party receiving such information or data (the “**Receiving Party**”) can demonstrate was already lawfully in its possession prior to the time of disclosure, (ii) becomes generally available to the public other than as a result of disclosure by the Receiving Party or its directors, officers, members, partners, employees, counsel, agents or other representatives (“**Representatives**”) or any other party owing a confidentiality, fiduciary or similar obligation to the Disclosing Party, or (iii) becomes available to the Receiving Party on a non-confidential basis from any third-party not owing a confidentiality, fiduciary or similar obligation to the Disclosing Party.

2. **Use of Confidential Information.** All Confidential Information furnished by the Disclosing Party to the Receiving Party is confidential and proprietary in nature and shall continue to be the exclusive property of the Disclosing Party, as between the Disclosing Party and the Receiving Party. Nothing in this Agreement shall be construed or interpreted as granting to the Receiving Party any right or license to use any trademark, patent, copyright, mask work or other intellectual property right included in the Confidential Information furnished to the Receiving Party. Upon receipt of any Confidential Information, the Receiving Party agrees that:

- (a) It shall not compete by entering into any kind of purchase agreement or disclose to any third party PICA’s intent to purchase properties within any other of the designated cemetery target regions.

- (b) it shall hold, and shall cause its Representatives to hold, such information in strictest confidence and shall protect such Confidential Information in the same manner in which it protects its own Confidential Information (but in no event shall the Receiving Party exercise less than reasonable care in protecting such Confidential Information);
- (c) it shall limit access to such Confidential Information solely to its Representatives who need to know such information in connection with evaluating or maintaining the Relationship and shall advise such persons of their confidentiality obligations with respect to the Confidential Information and shall take appropriate measures to ensure compliance by such persons with such confidentiality obligations;
- (d) if the Receiving Party or any of its Representatives are requested or required in any legal or governmental proceeding (by oral questions, interrogatories, requests for information or documents, subpoena or similar process) to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall (i) immediately notify the Disclosing Party in writing of the existence, terms and circumstances surrounding such event, and (ii) consult and cooperate with the Disclosing Party so that the Disclosing Party may seek (at its sole cost) an appropriate protective order and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party or any of its Representatives are nonetheless, in the written opinion of the Receiving Party's legal counsel, legally required to disclose the Confidential Information to any court, governmental agency or tribunal or else stand liable for contempt or suffer other censure or penalty, the Receiving Party or its Representative, as the case may be, may disclose the Confidential Information to the minimum extent so required to such court, governmental agency or tribunal without liability hereunder; and
- (e) upon completion of its use or examination of the Confidential Information or at any time sooner upon the written demand of the Disclosing Party, the Receiving Party and its Representatives shall return or destroy all Confidential Information (including, without limitation, extracts and summaries thereof) of the Disclosing Party in their possession or control (including any copies thereof) and shall delete all Confidential Information of the Disclosing Party from its computer and other data storage systems and shall certify such destruction or deletion in writing to the Disclosing Party.

3. Miscellaneous.

- (a) First Right of Refusal. PICA shall have the first right of refusal (for 90 days) to enter into an agreement to purchase the two Surrey Cemetery properties should the receiving Party receive a competing purchase offer.
- (b) Remedies. The Receiving Party acknowledges and agrees that any use or disclosure by the Receiving Party or its Representatives of Confidential Information of the Disclosing Party in a manner not consistent with the terms of this Agreement will cause irreparable injury to the Disclosing Party for which other remedies, including monetary damages, would be inadequate. The Disclosing Party shall have, in addition to such other rights or remedies to which it may be entitled, the right to such injunctive or other equitable relief as may be necessary or appropriate to prevent any use or disclosure of its Confidential Information in violation of the terms of this Agreement.
- (c) Governing Law. This Agreement is governed by the laws of the Province of British Columbia, without regard to any conflict of laws provisions thereof. The parties waive any objection to the jurisdiction or venue of any action arising under this Agreement, which is brought in the state or

federal courts located in the Province of British Columbia and waive any claim that such action has been brought in an inconvenient forum.

- (d) Waiver. No waiver of any provision of the Agreement shall be deemed or shall constitute a waiver of any other provision nor shall such waiver constitute a continuing waiver unless otherwise expressly stated in writing by the waiving party. No single or partial exercise of any right, power or privilege shall preclude the further or full exercise thereof. This rights and obligations of the parties to this Agreement shall inure to the benefit of, and shall be binding upon, their respective successors and permitted assigns.
- (e) Entire Agreement; Severability. This Agreement constitutes the entire understanding of the parties as to the specific subject matter hereof and supersedes all prior agreements, discussions, and correspondence pertaining to the specific subject matter hereof. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.
- (f) Amendments; Counterparts. The Agreement may be altered, amended, changed, modified or terminated only by agreement in writing executed by each party's duly authorized representative. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be delivered by facsimile transmission.
- (g) Notices. Any notice to be given hereunder, or other communication called for or anticipated under this Agreement, shall be properly given if (i) sent by certified mail, return receipt requested, (ii) delivered by hand, or (iii) delivered by a nationally recognized courier service offering next day delivery, in each instance addressed to the party to receive the same at the address set out after their name below, or at such other address as such party shall provide in writing from time to time in accordance with the terms hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as of the day and year first above written.

Thomas P.J. Crean

Vice-President
Partners In Care Alliance Society
5383 Granville St.
Vancouver, B.C., Canada

Name: _____

Print: _____

Title: _____

Org: _____

Address: _____
