

[www.sitings.ca](http://www.sitings.ca)

## **CONFIDENTIALITY AGREEMENT**

RE: **Japanese Restaurant, located upon the campus at the University of British Columbia  
(the “Business Assets”)**

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Dear Sir/Madam:

For the purposes of evaluating all aspects of the Business Assets, the undersigned requests that Sitings Realty Ltd. (hereinafter referred to as the “Agents”) provides the undersigned with confidential information relating to the business assets.

In consideration of The Agents agreeing to provide the undersigned with such information, the undersigned agrees as follows:

1. To treat confidentially, such information and any other information that The Agents or its advisors furnish to the under-signed, whether furnished before or after the date of this Agreement, whether furnished orally or in writing or gathered by inspection, and regardless of whether specifically identified as “confidential” (collectively, the “Evaluation Material”).
2. Not to use any of the Evaluation Material for any purpose other than the exclusive purpose of evaluating the possibility of a purchase and sale transaction relating to the Business Assets. The undersigned agrees that the Evaluation Material will not be used in any way detrimental to the Business Assets, the owner(s) of the Business Assets, or The Agents and that such information will be kept confidential by the undersigned, its directors, officers, employees and representatives and these people shall be informed by the undersigned of the confidential nature of such information and shall be directed to treat such information confidentially and otherwise on the basis of their Agreement.
3. That if at any time, the undersigned considers a transaction which would involve participation directly or indirectly by a third party, the undersigned agrees to obtain from such third party, a confidentiality agreement in a form satisfactory to The Agents prior to disclosure to such party of any Evaluation Material.
4. That the undersigned and its directors, officers, employees and representatives will not, without the prior written consent of The Agents, disclose to any persons either the fact that discussions or negotiations are taking place concerning a possible transaction between the owner of the Business Assets and the undersigned, nor disclose any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof.
5. That the term “person” as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company partnership or individual.
6. That at any time, at the request of The Agents or the Vendor, the undersigned agrees to promptly return and delete all Evaluation Material without retaining any copy thereof or any notes relating thereto. The undersigned will certify as to the return or deletion of all Evaluation Material and related notes.
7. That in the event the undersigned is required or requested by legal process to disclose any of the Evaluation Material, the undersigned will provide The Agents with prompt notice of such requirement or

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Vancouver, BC  
Canada, V6B 4N8

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request so that The Agents may seek an appropriate protective order or waive compliance with the provisions of this requirement or both.

8. That the undersigned further understands and agrees that The Agents and the owner(s) of the Business Assets make no representations or warranties as to the accuracy or completeness of the Evaluation Material. We acknowledge that the Evaluation Materials and the other information being delivered to us with respect to the Business Assets is subject to the limitations on liability and disclaimers for the protection of the Vendor and The Agents contained in the documents. The undersigned agrees that The Agents shall not have any liability to the undersigned or any of its representatives resulting from the use of the Evaluation Material by the undersigned or its representatives.
9. As determined by a court of competent jurisdiction, we agree to indemnify and save harmless the Vendor and The Agents from any claims, losses, damages and liabilities whatsoever (including legal fees on a substantial indemnity basis and disbursements) arising out of a breach by us or any of our representatives of any of the terms or provisions of this Agreement.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Corporate/Company Name (Please Print)

\_\_\_\_\_  
Officer's Address

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Officer's Email Address

\_\_\_\_\_  
Officer's Name and Title (Please Print)

Please return all executed Confidentiality Agreements to [nick@sitings.ca](mailto:nick@sitings.ca) and [julie@sitings.ca](mailto:julie@sitings.ca)

# Your Relationship with a Real Estate Professional

Real estate professionals have a regulatory requirement to present you with this consumer information before providing services to you.

This information explains the different relationships you can have with a real estate professional to buy, sell or lease property. Before you disclose confidential information to a real estate professional regarding a real estate transaction, you should understand what type of business relationship you have with that individual.

## BC Financial Services Authority

is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you. We're here to help you understand your rights as a real estate consumer.

**Keep this information page for your reference.**

You can work with a real estate professional in one of the following ways:

### AS A CLIENT

If you are the client of a real estate professional, they work on your behalf. The real estate professional representing you has special legal duties to you, including:

- **Loyalty.** They will act only in your best interests.
- **Full disclosure.** They must tell you everything they know that might influence your decision in a transaction.
- **Avoid conflicts of interest.** They must avoid any situation that would affect their duty to act in your best interests.
- **Confidentiality.** They must not reveal your private information without your permission, even after your relationship ends. That includes:
  - your reasons for buying, selling or leasing
  - your minimum/maximum price
  - any preferred terms and conditions you may want to include in a contract

When you become a client, you may be asked to sign a written agreement setting out your and the real estate professional's responsibilities.

### AS A NON-CLIENT

A real estate professional who is not representing you as a client does not owe you special legal duties:

- **No loyalty.** They may be representing a client with competing interests to yours in a transaction. They must be loyal to their client, not you.
- **No duty of full disclosure.** They do not have a duty to give you all relevant information.
- **No duty to avoid conflicts.** They are not acting in your interests.
- **No confidentiality.** They must share any information you tell them with their clients in a transaction.

As a non-client, a real estate professional may give you only limited services.

Whenever a real estate professional works with you in a real estate transaction, whether you are their client or not, they have a responsibility to act honestly and with reasonable care and skill.

**Did you know buyers have a right to cancel a contract to purchase some types of residential real property in B.C.? To learn more about the Home Buyer Rescission Period, visit [www.bcfssa.ca](http://www.bcfssa.ca) or talk to your real estate licensee, a lawyer, or a notary.**

## Your Relationship with a Real Estate Professional

### DISCLOSURE OF REPRESENTATION IN TRADING SERVICES

This is a required disclosure form in compliance with sections 54 of the Real Estate Services Rules. Your real estate professional must present the Your Relationship with a Real Estate Professional information page to you along with this disclosure form.

### REAL ESTATE PROFESSIONAL DISCLOSURE DETAILS

I disclose that I am (check one):

- representing you as my client
- not** representing you as a client

**NICK FISHER PERSONAL REAL ESTATE CORPORATION**

Name

Team name and members, if applicable. The duties of a real estate professional as outlined in this form apply to all team members.

**SITINGS REALTY LTD.**

Brokerage

DocuSigned by:

*Nick Fisher*

2/6/2025

Signature

160771AC13604DB

Date

Notes:

Japanese Restaurant, located upon the campus at the University of British Columbia (the "Business Assets")

### CONSUMER ACKNOWLEDGMENT:

**This is NOT a contract**

I acknowledge that I have received the **Your Relationship with a Real Estate Professional** consumer information page and this disclosure form.

Name (optional)

Name (optional)

Initials (optional)

Date

Initials (optional)

Date

A copy of this disclosure is not required to be provided to BC Financial Services Authority unless it is specifically requested.

# Not a Client? Know the Risks

Real estate professionals have a regulatory requirement to present you with this consumer information.

This information from BC Financial Services Authority explains the risks of working with a real estate professional who is already representing a client in the same transaction.

We recommend that you seek independent representation in this real estate transaction.

## BE CAUTIOUS.

The real estate professional who gave you this form is already representing a client in this transaction. They owe a duty of loyalty to that client and must work in that client's best interests. They cannot represent you or work in your interests in this transaction.

**This real estate professional must tell their client any relevant information you share with them.** For example, if disclosed by you, they must share the following information:

- your reasons for buying, selling or leasing
- your minimum/maximum price
- any preferred terms and conditions you may want to include in a contract

Only share information that you are comfortable being disclosed to the other party in this transaction.

**This real estate professional can only provide you very limited services.** Because this real estate professional must be loyal to their client and work in their client's interest, they can only give you limited assistance.

### THEY CANNOT:

- ✗ give you advice on an appropriate price
- ✗ give you advice about any terms and conditions to include in a contract
- ✗ negotiate on your behalf
- ✗ share any of their client's confidential information with you, like:
  - their minimum/maximum price
  - their reason for buying/selling/leasing.
- ✗ protect your confidential information

### THEY CAN:

- ✓ share general information and real estate statistics
- ✓ show a property and provide factual information about the property
- ✓ provide you with standard real estate forms and contracts
- ✓ fill out a standard real estate contract
- ✓ communicate your messages and present your offers to their client

### BC Financial Services Authority

is the legislated regulatory agency that works to ensure real estate professionals have the skills and knowledge to provide you with a high standard of service. All real estate professionals must follow rules that help protect consumers, like you. We're here to help you understand your rights as a real estate consumer.

**Keep this information page for your reference.**

## Not a Client? Know the Risks

### DISCLOSURE OF RISKS TO UNREPRESENTED PARTIES

This is a required disclosure form in compliance with section 55 of the Real Estate Services Rules. A real estate professional must present the Not a Client? Know the Risks information page to you along with this form.

### REAL ESTATE PROFESSIONAL DISCLOSURE DETAILS

I am already representing a client in this transaction and working in only their best interest. I am not representing you or acting on your behalf.

**NICK FISHER PERSONAL REAL ESTATE CORPORATION**

Name

Team name and members. The duties of a real estate professional as outlined in this form apply to all team members.

**SITINGS REALTY LTD.**

Brokerage

DocuSigned by:

*Nick Fisher*

2/6/2025

Signature

166771AC13604DE

Date

**CONFIDENTIAL**

Property address

Notes:

Japanese Restaurant, located upon the campus at the University of British Columbia (the "Business Assets")

### CONSUMER ACKNOWLEDGMENT:

This is NOT a contract

I acknowledge that I have received the **Not a Client? Know the Risks** consumer information page and this disclosure form.

I understand that the real estate professional named above is not representing me as a client or acting on my behalf in this transaction.

Name (optional)

Name (optional)

Initials (optional)

Date

Initials (optional)

Date

A copy of this disclosure is not required to be provided to BC Financial Services Authority unless it is specifically requested.