



## **CONFIDENTIALITY AGREEMENT**

WHEREAS, JONES LANG LASALLE REAL ESTATE SERVICES, INC. (“**JONES LANG LASALLE**”), having offices at 2150–510 West Georgia Street, Vancouver, BC V6B 0M3 and \_\_\_\_\_ (“**Receiving Party**”), having offices at \_\_\_\_\_, are engaged in business discussions of a sensitive nature pertaining to **9388 North Fraser Crescent, Burnaby**, further described in “Schedule A”, which have or may require the disclosure by JONES LANG LASALLE to the Receiving Party of confidential, intellectual property and proprietary information, including trade secrets and the fact that these discussions are taking place, hereinafter referred to as “**INFORMATION**”; and

AND WHEREAS, both parties wish to maintain the confidential and proprietary nature of the **INFORMATION**;

NOW THEREFORE, in consideration of the business discussions between the parties giving access to such **INFORMATION**, and in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Receiving Party will notify each employee, agent, affiliate or consultant involved in the business discussions or who may have any occasion to view, handle, or obtain any of the **INFORMATION**, of the terms of this Agreement. Receiving Party further agrees that such **INFORMATION** will be made available only to those of its respective employees, agents, affiliates or consultants who have a specific and verifiable need to receive the **INFORMATION** in order to facilitate the delivery of the services to be undertaken by the Receiving Party, each of whom will be informed of the highly confidential nature of such **INFORMATION** and each of whom will agree to treat such **INFORMATION** as confidential in accordance with the terms of this Agreement.
2. For a period of three (3) years from the date of disclosure of **INFORMATION** pursuant to this Agreement, Receiving Party, (including its employees, agents, affiliates and consultants) shall not disclose any **INFORMATION** it receives from JONES LANG LASALLE including data, drawings, information and other materials to any other person, firm or corporation, or use the **INFORMATION** for its own or any other party's benefit, except as contemplated by this Agreement. Receiving Party shall use as a minimum the same degree of care to avoid disclosure or use of the **INFORMATION** as it employs with respect to its own confidential and proprietary information of like importance.
3. **INFORMATION** shall not be deemed confidential and proprietary, and Receiving Party shall have no obligation of confidentiality with respect to any **INFORMATION** which:
  - A. is already known and documented by Receiving Party, or
  - B. is or becomes publicly known through no wrongful act of Receiving Party; or
  - C. is rightfully received from a third party without any restriction known to Receiving Party and without breach of this Agreement; or
  - D. is independently developed by an employee, affiliate or agent of Receiving Party who had no knowledge of or access to such **INFORMATION**; or
  - E. is approved for release by written authorization from JONES LANG LASALLE.
4. All **INFORMATION** provided or communicated by JONES LANG LASALLE to Receiving Party shall be and remain the property of JONES LANG LASALLE, and such **INFORMATION**, and any copies thereof, shall be promptly returned to JONES LANG LASALLE upon written request from JONES LANG LASALLE and shall remain confidential in accordance with this Agreement.



5. It is understood between the parties to this Agreement that neither party waives any rights in invention or development lawfully possessed by it at the time of disclosure. In addition, this Agreement does not imply any waiver of any right or action under the patent, trademark, copyright, unfair competition, fair trade or related laws.
6. The Receiving Party will notify JONES LANG LASALLE in writing immediately upon discovery of any unauthorized use or discovery of the INFORMATION or other breach of this Agreement and will fully cooperate with JONES LANG LASALLE to prevent any further unauthorized use or disclosure of the INFORMATION and the remedy the breach.
7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective subsidiaries, successors, assigns, legal representatives, and all corporations controlling them or controlled by them.
8. Receiving Party acknowledges and agrees that in the event of any breach of this Agreement, JONES LANG LASALLE would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that JONES LANG LASALLE, in addition to any other remedy to which it may be entitled in law or equity, shall be entitled to an injunction or injunctions to prevent breaches of this Agreement, and to compel specific performance of this Agreement, without the need for proof of actual damages. Receiving Party also agrees to reimburse JONES LANG LASALLE for all costs and expenses, including legal and expert fees and disbursements, incurred by or in enforcing its obligation hereunder.
9. **BOTH PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE) RELATING TO THIS AGREEMENT.**
10. This Agreement embodies the entire understanding between the parties pertaining to the subject matter hereof. Any additions or modifications to this Agreement must be made in writing and must be signed by both parties.
11. This Agreement is made under, and shall be construed according to, the substantive laws of the Province of British Columbia, Canada.

IN WITNESS WHEREOF, the parties agree that the effective date of this Agreement shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Company: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_



2150-510 West Georgia Street  
Vancouver, BC V6B 0M3  
Tel: +1 604 998 6001  
Fax: +1 604 998 6018

**“SCHEDULE A”**

| <b>Municipal Address</b>            | <b>PIDs</b> | <b>Legal Descriptions</b>  |
|-------------------------------------|-------------|--|
| 9388 North Fraser Crescent, Burnaby | 028-570-715 | LOT 1, PLAN BCP47738, DISTRICT LOT 165,<br>GROUP 1, NEW WESTMINSTER LAND<br>DISTRICT |

# 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

Kevin Douglas, Mike Thompson, Colton Zayshley

Name

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

Jones Lang Lasalle Real Estate Services, Inc.

Brokerage

*KD*

*MT*

*CZ*

March 31, 2026

Signature

Date

Notes:

9388 North Fraser Crescent, Burnaby

## 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.

**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.**

**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

# 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.

Kevin Douglas, Mike Thompson, Colton Zayshley

Name

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

Jones Lang Lasalle Real Estate Services, Inc.

Brokerage

*KD MT CZ*

Signature

March 31, 2026

Date

9388 North Fraser Crescent, Burnaby

Property address

Notes:

## 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.