

NON-DISCLOSURE AGREEMENT

This agreement made by _____ (as "Recipient") in favour of NAI Commercial (as "Intermediary") and its' Alberta Flooring Supply & Installation Business client #0411 ("Discloser"), sets forth the terms and restrictions that will apply to information to be provided by the Discloser and Intermediary to Recipient. In consideration of Discloser and Intermediary providing or allowing Recipient access to such information in order that Recipient may evaluate a possible acquisition of all or a part of the Discloser's shares or business assets, Recipient hereby covenants and agrees to and in favour of Discloser and Intermediary as follows:

1.0 CONFIDENTIAL INFORMATION

1.1 As used in this Agreement, "Confidential Information" means any and all of the following, regardless of the manner in which the same may be disclosed to the Recipient:

- (a) such information, secret to the Discloser, as may from time to time be provided to the Recipient by the Discloser or any other party, unless such information is designated as not being included in the expression "Confidential Information";
- (b) any secret or trade secret or secret know-how of the Discloser or any information relating to the Discloser or its business or to any firm, entity or other person or party with which the Discloser does business which is not known typically to persons outside the Discloser;
- (c) any information, process or idea that is not generally known outside the Discloser;
- (d) all proprietary information relating to the Discloser and its business;
- (e) all information pertaining to customers, sale details, pricing, employees, and operational details, amongst other related and associated matters, relating to the discloser.

The Recipient acknowledges that the foregoing is intended to be illustrative and that other confidential information may currently exist or arise in the future, all of which shall constitute "Confidential Information" for purposes of this Agreement.

1.2 "Confidential Information" does not include any information which: (a) is or becomes publicly known or readily ascertainable by the public, without any wrongful act of the Recipient; or (b) is received by the Recipient from a third party without the recipient breaching an obligation owed herein to the Discloser, if the Recipient is not restricted in writing by the third party from disclosing such information; or (c) is independently developed by or for the Recipient; or (d) is disclosed to a third party by the Discloser without similar restrictions on disclosure; or (e) was known by the recipient at the time of disclosure by the Discloser or Intermediary.

2.0 CERTAIN OBLIGATIONS

2.1 The Confidential Information shall not be used for any purpose except directly for the purposes of conducting due diligence pursuant to a possible acquisition of all or a part of the shares or business assets of the Discloser. The Recipient shall keep confidential and shall not, directly or indirectly, at any time or in any manner, disclose, reveal, divulge, or make known to any person, firm, organization, entity, or other person or party, including, but not limited to, suppliers, customers, employees, or competitors of the Discloser, any Confidential Information received by the Recipient except as may be reasonably

Initial Here

NON-DISCLOSURE AGREEMENT

required internally by the Recipient and to affiliates, directors, officers, advisors, and financing sources as may be reasonably required.

No Confidential Information shall be copied, reproduced in any form or stored in a retrieval system or data base by Recipient without the prior written consent of Discloser, except for such copies and storage as may be reasonably be required internally by Recipient and to affiliates, directors, officers, advisors, and financing sources. All notes, records, documents and other materials containing Confidential Information delivered by the Discloser under this Agreement and any and all copies thereof and all documents, studies, analyses, and other data and information and materials prepared there from are and will remain the property of the Discloser, and will be promptly returned to the Discloser (or, if and to the extent that the Discloser requests, destroyed) by the Recipient upon the Discloser's written request. Notwithstanding the foregoing: (a) the Recipient and its affiliates, directors, officers, advisors, and financing sources may retain a copy of Confidential Information only as required for regulatory purposes.

2.2 Neither party shall disclose in any manner whatsoever the interest or involvement of the other party without the prior written consent of such other party as to such disclosure and the terms and manner thereof.

2.3 The Recipient shall not attempt to gain a business or competitive advantage upon the Discloser at any time by using the confidential information that has been disclosed to the Recipient. Nor shall the Recipient use the confidential information in an attempt to circumvent or thwart normal business relationships between the Discloser and its customers and employees.

3.0 APPLICABLE LAW

This agreement shall be interpreted and enforced in accordance with the laws of the Province of Alberta.

4.0 ENTIRE AGREEMENT

This is the complete agreement between the parties regarding the confidential treatment of any information exchanged between them and may be changed only by further written agreement.

5.0 TERMINATION

This Agreement shall remain in effect until terminated by the earlier of three years or mutual agreement in writing of Recipient and Discloser.

6.0 INJUNCTION

A breach of any of the promises and covenants set forth herein may have a material and adverse effect upon the other party, and damage arising from the said breach may be difficult to ascertain. Consequently, Recipient agrees that, in addition to and without limiting any other right or remedy Discloser may have, Discloser shall have the right to an immediate injunction enjoining such breach.

Initial Here

NON-DISCLOSURE AGREEMENT

7.0 ENUREMENT

The terms, covenants and conditions of this Agreement shall enure to the benefit of the Discloser and its successors and assigns and shall be binding on the Recipient and its successors and assigns; and shall bind all associated and affiliated corporations and organizations of Recipient.

8.0 CERTAIN PERMITTED DISCLOSURE

The Recipient may disclose Confidential Information if and to the extent required by law to do so, and may disclose Confidential Information to its employees and to affiliates, directors, officers, advisors, and financing sources on a need-to-know basis for the purposes of, and subject to the terms and conditions applicable to and prior to making any such disclosure, issue appropriate instructions, to those to whom disclosure is to be made, instructing them to satisfy the obligations in this agreement, and shall obtain their agreement to receive and use all Confidential Information on a confidential basis on the same terms and conditions as are contained in this agreement; and Recipient shall be responsible for, and will compensate for damage or loss sustained, and expense incurred by the Discloser resulting from non-compliance with any such instructions and/or agreement.

9.0 BINDING AGREEMENT

Neither this agreement nor anything else shall, except as and to the extent in this agreement otherwise expressly and specifically provided, in any way constitute an agreement between the parties hereto or in any way bind or obligate them to the extent that a valid and binding agreement in writing is executed and entered into between them.

In witness whereof this Agreement has been executed by the Recipient.

Dated in _____ this _____ day of _____, 2011 by:

(Company Name as Recipient)

Per _____
(Company authorized signatory)

Witness _____

(Print Name and insert Title/Position)

Company Telephone Number & Address: _____

Phone: _____

Please return by email or fax:

craig@naicommercial.ca

Fax 1-888-808-4361

Initial Here