

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
(the "**Agreement**")

THIS AGREEMENT made effective as of the _____ day of _____, 2025 (the "**Effective Date**").

BETWEEN:

ALVAREZ & MARSAL CANADA INC., solely in its capacity as court-appointed receiver of Bear Mountain Adventures Ltd., Ecoasis Resort and Golf LLP, Ecoasis Developments LLP, Ecoasis Bear Mountain Developments Ltd., 0884185 B.C. Ltd., 0884188 B.C. Ltd., 0884190 B.C. Ltd., 0884194 B.C. Ltd., BM 81/82 Lands Ltd., BM 83 Lands Ltd., BM 84 Lands Ltd., BM Capella Lands Ltd., BM Highlands Golf Course Ltd., BM Highlands Lands Ltd., and BM Mountain Golf Course Ltd., and not in its personal or corporate capacity (the "**Receiver**")

- and -

_____, a corporation incorporated under the laws of _____
(the "**Recipient**")

WHEREAS:

- A. Pursuant to Orders of the British Columbia Supreme Court dated September 18, 2024 and July 10, 2025 (collectively, the "**Receivership Order**"), Alvarez & Marsal Canada Inc. was appointed as Receiver in relation to Bear Mountain Adventures Ltd., Ecoasis Resort and Golf LLP, Ecoasis Developments LLP, Ecoasis Bear Mountain Developments Ltd., 0884185 B.C. Ltd., 0884188 B.C. Ltd., 0884190 B.C. Ltd., 0884194 B.C. Ltd., BM 81/82 Lands Ltd., BM 83 Lands Ltd., BM 84 Lands Ltd., BM Capella Lands Ltd., BM Highlands Golf Course Ltd., BM Highlands Lands Ltd., and BM Mountain Golf Course Ltd. (collectively, the "**Company**"), as more particularly described in the Receivership Order;
- B. Pursuant to an Order of the British Columbia Supreme Court dated July 15, 2025 (the "**SISP Order**"), the Receiver was authorized to market for sale certain of the Company's assets, undertakings, and property (collectively, the "**Property**"), as more particularly described in the SISP Order;
- C. Pursuant to the SISP Order, Colliers Macaulay Nicolls Inc. (the "**Sales Agent**") was appointed to act as Sales Agent with respect to the SISP Order;
- D. The Recipient has expressed a desire to obtain further information (the "**Information Request**") with respect to the Company in connection with the Receiver's mandate under the Receivership Order, the SISP Order and a potential transaction pursuant to the SISP Order for the purchase of or investment in some or all of the Property (the "**Potential Transaction**");
- E. The Receiver is willing to make certain Confidential Information (as defined herein) available to the Recipient in relation to the Information Request in order to allow the Recipient to consider, evaluate, and, if the Potential Transaction proceeds, implement the Potential Transaction (the "**Permitted Purpose**"), all subject to the terms and conditions of this Agreement; and
- F. The Recipient now wishes to receive certain Confidential Information and the Receiver requires, and the Recipient has agreed, to execute and deliver to the Receiver, a confidentiality and non-disclosure agreement in form and substance satisfactory to the Receiver.

NOW, THEREFORE, in consideration of these premises, and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Recipient covenants and agrees

with the Receiver as follows:

1. Definitions

- (a) **"Affiliate"** means, as to any Person, any other Person which, directly or indirectly, controls, or is controlled by, or is under common control with, such Person and, for this purpose, "control" (including "controlled by" and "under common control with"), shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise;
- (b) **"Agreement"** means this confidentiality and non-disclosure agreement;
- (c) **"Company"** shall have the meaning set out in Recital A;
- (d) **"Confidential Information"** means:
 - (i) all data and information, in whatever form communicated or maintained, whether orally, in writing, electronically, posted in a virtual data room, in computer readable form or otherwise, that the Receiver, the Sales Agent, or any of their Representatives (in each case on behalf of the Company) and/or the Company or any of the Company's Representatives discloses or has disclosed to, or that is gathered by inspection by, the Recipient or any of the Recipient's Representatives, whether provided before or after the date of this Agreement, including, information that contains or otherwise reflects information concerning the Company, the Property, the business or affairs, operations, prospects, activities, and intellectual property rights of the Company and specifically includes, without limitation, all data, records, reports, studies, projections, knowledge, patents, theories, information (financial, corporate, business or otherwise), intellectual property, designs, drawings, plans, opportunities, prototypes, specifications, manuals, photographs, software, hardware, equipment, printouts, reports, market research, business plans, customer lists, supply sources, trade secrets, information relating to existing and potential financiers and investors, trade lists, processes, techniques, ideas, improvements, innovations, know-how, research and development, calculations, opinions, and documents, and any information provided to the Receiver, the Company, the Sales Agent, or any of their Representatives by third parties under circumstances in which the Receiver, the Company, the Sales Agent or any of their respective Representatives has an obligation to protect the confidentiality of such information, including all information received by the Receiver, the Sales Agent, or either of their Representatives (on behalf of the Company) or the Company in connection with the Company, the Property, or its business and disclosed and communicated to, or gathered by, the Recipient or any of the Recipient's Representatives;
 - (ii) all plans, proposals, reports, analyses, notes, studies, forecasts, compilations or other information, in any form, that are based on, contain or reflect any Confidential Information regardless of the identity of the Person preparing same ("**Notes**");
 - (iii) the existence and terms of this Agreement and any other agreements related to the Information Request and the Potential Transaction, including without limitation the terms of any Asset Bid or Restructuring Bid (as defined in the SISP Order), LOI (as defined in the SISP Order), or definitive agreement entered into with respect to a Potential Transaction;
 - (iv) the fact that information has been disclosed or made available to the Recipient or the Recipient's Representatives; and

- (v) the fact that discussions or negotiations are or may be taking place with respect to the Information Request or Potential Transaction, the terms of any agreement that may be entered into following the Information Request and the status of any discussions or negotiations under this Agreement;

"Confidential Information" does not include any information that:

- (i) is available to the Recipient or the Recipient's Representatives on a non-confidential basis from a source other than the Receiver, the Sales Agent, the Company or any of the Receiver's Representatives, the Sales Agent Representatives, or the Company's Representatives, provided that such source is not known by the Recipient, after reasonable investigation, to be bound by a contractual, legal or fiduciary obligation of confidentiality to the Receiver, the Sales Agent or the Company or any other person with respect to such information; or
- (ii) is at the time of disclosure to the Recipient or thereafter becomes generally available to the public, other than as a result of a disclosure by the Recipient or any of the Recipient's Representatives in breach of this Agreement.

The foregoing exclusions do not apply to Confidential Information that is Personal Information;

- (g) **"Information Request"** shall have the meaning set out in Recital D;
 - (h) **"Notes"** shall have the meaning set out in paragraph 1(d)(ii);
 - (i) **"party"** means a party to this Agreement and **"parties"** means all parties to this Agreement;
 - (j) **"Permitted Purpose"** shall have the meaning set out in Recital E;
 - (k) **"Person"** is to be broadly interpreted to include any individual, corporation, company, partnership or limited partnership, limited liability company, trust or other group or entity or organization (including any court, government or agency, commission, board or authority thereof, federal, state or local, domestic, foreign or multinational);
 - (l) **"Personal Information"** shall have the meaning set out in paragraph 9;
 - (m) **"Property"** shall have the meaning set out in Recital B;
 - (n) **"Receiver"** means Alvarez & Marsal Canada Inc., in its capacity as court-appointed Receiver of the Company, and not in its personal or corporate capacity;
 - (o) **"Receivership Order"** shall have the meaning set out in Recital A;
 - (p) **"Representatives"** means, in respect of a party, its agents, directors, officers, employees, representatives, consultants and advisors (including legal counsel);
 - (q) **"Sales Agent"** shall have the meaning set out in Recital C; and
 - (r) **"Virtual Data Room"** means any online data or deal room or website through which the Receiver, the Company or the Sales Agent may make Confidential Information available to the Recipient or the Recipient's Representatives after the Effective Date.
2. As a condition to receiving the Confidential Information, the Recipient agrees to treat confidentially, and not to disclose, and to cause the Recipient's Representatives to treat confidentially and not

disclose (except as permitted herein), any Confidential Information.

3. Subject to the provisions of this Agreement, the Receiver and the Sales Agent shall make Confidential Information available to the Recipient pursuant to the Information Request as the Receiver, in its sole discretion, considers advisable in the circumstances, solely for the Permitted Purpose. For greater certainty, the Receiver has sole discretion and authority with respect to the scope of disclosure of Confidential Information pursuant to this Agreement.
4. The Recipient acknowledges and agrees that the Receiver has no obligation pursuant to this Agreement or otherwise to enter into the Proposed Transaction or any other transactions or, if commenced, continue any discussions or negotiations relating to the Proposed Transaction or any other transactions. The Receiver has the right to reject any proposal made by the Recipient or any of the Recipient's Representatives with respect to a Potential Transaction and to terminate discussions and negotiations with the Recipient or any of the Recipient's Representatives at any time. The Recipient further acknowledges and agrees that the Receiver, the Sales Agent and their Representatives may disclose, and is not limited in any way by this Agreement from disclosing, Confidential Information to any Person in connection with any matter whatsoever.
5. The Recipient hereby recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that would result to the Receiver or to the Company, if any of the Confidential Information is disclosed to any third party. Accordingly, the Recipient hereby agrees that the Confidential Information will be used solely for the Permitted Purpose and not any other purpose.
6. The Recipient may disclose Confidential Information only to the limited group of the Recipient's Representatives, who are actually engaged in and need to know the Confidential Information for the Permitted Purpose, who have been informed of the confidential nature of the Confidential Information, and who agree to keep such information confidential and not use such Confidential Information for any purpose other than the Permitted Purpose. The Recipient shall ensure that each of the Recipient's Representatives will observe all terms and conditions of this Agreement. The Recipient further agrees that it shall be responsible for any breach of this Agreement by any of the Recipient's Representatives, and that the Recipient shall take all reasonable measures, including, without limitation, court proceedings, at the Recipient's sole expense, to restrain the Recipient's Representatives from making unauthorized disclosure or use of the Confidential Information.
7. The Confidential Information shall remain at all times the property of the Receiver and the Company, as applicable. No rights to use, licence, or otherwise exploit the Confidential Information are granted to the Recipient, by implication or otherwise, by virtue of Confidential Information being made available to the Recipient or any of the Recipient's Representatives.
8. The Recipient acknowledges and agrees that neither the Company nor the Receiver would have an adequate remedy at law and each would be irreparably damaged by any unauthorized disclosure or use of any Confidential Information or in the event that any of the provisions of this Agreement were not performed by the Recipient and the Recipient's Representatives in accordance with their specific terms or were otherwise breached by the Recipient or any of the Recipient's Representatives. Without prejudice to the rights and remedies otherwise available to the Company or the Receiver, as applicable, the Recipient agrees that the Company or the Receiver shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including an injunction or specific performance, in the event of any breach or threatened breach of the provisions of this Agreement by the Recipient or the Recipient's Representatives. Such remedies shall not be deemed to be exclusive remedies but shall be in addition to all other remedies available at law or equity to the Receiver or the Company. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that the Recipient or any of the Recipient's Representatives have breached this Agreement, then the Recipient shall be liable and pay to the Company or the Receiver, as applicable, the reasonable costs and expenses (including attorney's fees on a full indemnity solicitor and client basis) incurred by the Company or the

Receiver, as applicable, in connection with such litigation, including any appeal therefrom. The Recipient shall indemnify and hold harmless the Receiver and the Company and their respective Representatives from all damages and losses of any nature whatsoever (including consequential damages) arising out of a breach by the Recipient or any of the Recipient's Representatives of any of the terms and conditions of this Agreement.

9. The Recipient agrees that the Company, the Sales Agent or the Receiver, as applicable, shall not disclose to the Recipient or any of the Recipient's Representatives information about identifiable individuals forming part of the Confidential Information ("**Personal Information**") unless required by the Recipient, acting reasonably, for a Permitted Purpose. If Personal Information is provided to the Recipient, then:
 - (a) the Recipient shall comply with the *Canada Personal Information Protection and Electronic Documents Act*, SC 2000, c 5, as amended, and any similar provincial legislation governing the protection of personal information in the private sector applicable to the Recipient in the course of collecting, using and disclosing Personal Information in connection with the Permitted Purpose or any agreement entered into in connection therewith;
 - (b) the Recipient shall: (i) collect and use Personal Information only for the purpose of ongoing discussions with respect to the Permitted Purpose; (ii) only disclose Personal Information to those of the Recipient's Representatives who need to know such Personal Information for the Permitted Purpose; and (iii) use appropriate security measures to safeguard all Personal Information against unauthorized collection, access, use or disclosure; and
 - (c) if the Potential Transaction is consummated following the Information Request, the Recipient shall, and shall cause its Representatives to, use or disclose Personal Information obtained as a result of that transaction only for purposes of carrying on the business conducted by the Company or the carrying out of the objects for which that transaction took place or otherwise for purposes for which such Personal Information was collected by the Company, unless the consent for other use or disclosure has been obtained from the individuals to whom such Personal Information relates has been obtained as permitted or required by law.
10. If the Recipient or any of the Recipient's Representatives has or will access Confidential Information from a Virtual Data Room, then:
 - (a) the Recipient shall, and shall instruct the Recipient's Representatives to, abide by the terms and conditions of use that may be posted and modified from time to time on such Virtual Data Room;
 - (b) all user names and passwords used by the Recipient or any of the Recipient's Representatives to access the Virtual Data Room are deemed to be Confidential Information for purposes of this Agreement; the Recipient shall not share, and shall cause the Recipient's Representatives not to share, such user names or passwords, or permit access to the Virtual Data Room to any person other than the Recipient's Representatives using the individual user names and passwords granted. The Recipient shall immediately advise the Receiver if it has any reason to believe that the security or confidentiality of any user names or passwords in respect of the use of the Virtual Data Room have been compromised;
 - (c) the Receiver, the Sales Agent, and each of their Representatives make no, and hereby disclaims any, representation, warranty or guarantee (i) of the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Virtual Data Room, (ii) that the use of the Virtual Data Room will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (iii) that the Virtual Data Room will meet any specific requirements or expectations, (iv) that any stored

data will be accurate or reliable, (v) that errors or defects will be corrected, or (vi) that the Virtual Data Room or the server(s) that store the documents contained on the Virtual Data Room are free of viruses or other harmful software or components. It is understood that the Virtual Data Room is provided on an "as is" basis. Except as specifically set forth in this Agreement, all conditions, representations and warranties regarding the Virtual Data Room or its contents, whether express, implied, statutory or otherwise, including any implied warranty of merchantable quality, fitness for a particular use or purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law. The Recipient acknowledges that it shall have no claim, and each of the Receiver, the Sales Agent, and each of their Representatives shall have no liability to the Recipient, for any deficiencies in the operation of the Virtual Data Room, regardless of the cause of such deficiencies; and

- (d) the Receiver may terminate any person's rights of access to the Virtual Data Room at any time and without notice, in the Receiver's sole discretion.
11. In the event the Recipient or any of its Representatives become legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation, demand, order or other legal process) to disclose any of the contents of the Confidential Information, or either the fact that discussions or negotiations are taking place concerning the Information Request or Potential Transaction between the Company, the Receiver and the Recipient, or any of the terms, conditions or other facts with respect to the Information Request or Potential Transaction, including the status thereof, the Receiver agrees that the Recipient and the Recipient's Representatives may do so without liability, provided the Recipient: (i) promptly gives written notice to the Receiver of such legal compulsion; (ii) if requested by the Receiver, take all commercially reasonable steps to obtain a protective order or other appropriate assurance that confidential treatment will be afforded the Confidential Information; and (iii) if no protective order is obtained and disclosure is required (a) furnishes only that portion of the Confidential Information that, in the Recipient's counsel's opinion, the Recipient is legally compelled to disclose, and (b) takes all reasonable measures to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.
 12. The Receiver may elect at any time to terminate further access by the Recipient to the Confidential Information. Following any request by the Receiver, the Sales Agent, or any of their Representatives, the Recipient agrees to: (i) destroy all written and electronic copies of the Confidential Information, including any Notes prepared by the Recipient or its Representatives, in a manner that ensures such Confidential Information may not be restored, retrieved or undeleted by the Recipient or its Representatives; and (ii) deliver to the Receiver written confirmation that the requirements of this paragraph have been satisfied in full. Notwithstanding the destruction of Confidential Information, the Recipient and its Representatives shall continue to be bound by the Recipient's confidentiality and other obligations hereunder.
 13. Except to the extent necessary to carry out the Permitted Purpose, none of the Recipient or its Representatives are allowed to make copies of Confidential Information without the prior written approval of the Receiver or the Sales Agent.
 14. Notwithstanding paragraph 12 or anything to the contrary in this Agreement, the Recipient and its Representatives are not required to destroy any computer files containing the Confidential Information that are created during automatic computer system backup, provided that such files are stored securely by the Recipient and its Representatives, cannot be destroyed without undue efforts, and access to such files are limited. With respect to such backup computer files, the non-use and confidentiality obligations set forth in this Agreement shall apply in perpetuity and survive expiration or termination of this Agreement.
 15. If the Recipient or any of the Recipient's Representatives are provided with physical access to any properties or facilities of the Company, the Recipient agrees that neither the Recipient nor any of the Recipient's Representatives shall have, and shall not make, any claims whatsoever against the

Receiver, the Company, the Sales Agent or any of their Representatives as a result of such access and the Recipient agrees to indemnify, defend and hold harmless the Receiver, the Company, the Sales Agent or any of their Representatives from and against any and all liabilities, claims and causes of action as a result of entry onto the premises by the Recipient or any of the Recipient's Representatives. The Recipient shall, and shall cause its Representatives to, comply fully with all rules, regulations and instructions issued by the Receiver, the Sales Agent, and the Company regarding the Recipient or the Recipient's Representatives' access to such properties or facilities.

16. The Recipient understands and acknowledges that neither the Company, the Receiver, the Sales Agent nor any of their Representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. The Recipient agrees that none of the Company, the Receiver, the Sales Agent nor any of their Representatives shall have any liability to the Recipient or any of the Recipient's Representatives relating to or resulting from use of the Confidential Information by the Recipient or the Recipient's Representatives.
17. The Recipient hereby represents and warrants that it is not bound by the terms of any agreement with a third party that would conflict with any of the Recipient's obligations under this Agreement.
18. In accepting and reviewing the Confidential Information, the Recipient represents and warrants that it is acting solely for itself. Further, the Recipient represents and warrants that neither the Recipient nor any of the Recipient's Representatives have discussed or shared, and the Recipient hereby covenants that unless it has first received the written consent of the Receiver neither the Recipient nor any of the Recipient's Representatives will discuss or share, with any third party any aspect of the Confidential Information, except in accordance with paragraph 6 or 11 of this Agreement. The Recipient acknowledges that the effect of this covenant is that without the full disclosure to and the written consent of the Receiver, neither the Recipient nor any of the Recipient's Representatives can act as agent, partner, co-participant or co-venturer for any third party or third parties with respect to any agreement that may be entered into following the Information Request.
19. The Recipient agrees that all (i) communications regarding the Information Request or Potential Transaction, (ii) requests for additional information, (iii) requests for facility tours or management meetings, and (iv) discussions or questions regarding procedures, will be submitted or directed only to the Receiver or the Sales Agent. The Recipient further agrees that under no circumstances will the Recipient or the Recipient's Representatives discuss or otherwise communicate any aspect of the Information Request or Potential Transaction to any member of the management of the Company without the express written permission of the Receiver or the Sales Agent. Without the Receiver or the Sales Agent's prior written consent, the Recipient shall not, and shall direct the Recipient's Representatives not, to make any contact of any nature regarding the Information Request or Potential Transaction (including inquiries or requests concerning Confidential Information) with any employee, supplier, customer, creditor, bank or other lender of or to the Company or any of their Affiliates.
20. This Agreement may be executed by facsimile or electronic transmission and in any number of counterparts, each of which when so executed shall be deemed an original, but such counterparts shall together constitute one and the same agreement.
21. The Recipient agrees that the restrictions contained in this Agreement are reasonable in order to protect the legitimate interests of the Receiver and the Company and all defences to the strict enforcement of the restrictions by the Receiver and the Company are hereby waived by the Recipient.
22. The Recipient acknowledges that they are making the Information Request and considering a Potential Transaction without employing a broker and that, if the Recipient chooses to employ a broker, it shall do so at its sole cost and expense. The Recipient agrees to indemnify and hold the Receiver and the Sales Agent harmless from and against any and all claims, loss, costs, damages, and judgments arising from any claim(s) of any brokers alleging to have dealt with or through the

Sales Agent in connection with the Property, the Information Request, or a Potential Transaction. The Recipient understands that the Sales Agent is not representing the Recipient's interests.

23. If any term or provision of this Agreement is declared to be void or unenforceable in whole or in part by a court of competent jurisdiction, it shall be deemed to be severable from the rest of this Agreement and it shall not affect or impair the enforceability or validity of any other covenant or provision of this Agreement.
24. This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of British Columbia and the federal laws of Canada applicable therein. The Recipient hereby irrevocably attorns to the exclusive jurisdiction of the British Columbia Supreme Court for the determination of all matters arising hereunder including with respect to any claim arising out of or in relation to this Agreement.
25. This Agreement will shall be in effect for 2 years following the date hereof, unless otherwise agreed in writing by the Receiver.
26. Notices to the Receiver shall be delivered at:

Alvarez & Marsal Canada Inc.
925 W. Georgia Street
Unit 902
Vancouver BC V6C 3L2
Canada

Attention: Anthony Tillman/Taylor Poirier
atillman@alvarezandmarsal.com
tpoirier@alvarezandmarsal.com

With a copy to:

Blake, Cassels & Graydon LLP
1133 Melville Street
Suite 3500, The Stack
Vancouver, British Columbia, V6E 4E5
Canada

Attention: Peter Rubin/Peter Bychawski
peter.rubin@blakes.com
peter.bychawski@blakes.com
27. No waiver of any particular requirement hereunder shall be construed as a general waiver of this Agreement, and any failure by or delay by the Receiver in enforcing its rights against any particular breach of this Agreement shall not limit or affect its rights to enforce its rights against any other breach hereof.
28. This Agreement may not be assigned by the Recipient without the prior written consent of the Receiver.
29. This Agreement shall enure to the benefit of the Company, the Receiver, the Sales Agent and their successors and assigns and shall be binding upon the Recipient and its successors and permitted assigns.
30. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior contracts, agreements and understandings pertaining to the subject matter of this Agreement. No modification or alteration of this Agreement shall be binding unless executed in writing by the

parties hereto. There are no representations, warranties, collateral agreements or conditions other than as are expressed or referred to herein in writing.

31. Nothing contained in this Agreement shall in any way limit the rights or remedies available to the Receiver or the Company at law, in equity or under statute arising in any way in connection with the disclosure of the Confidential Information in the event of a breach or a threatened breach of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the Effective Date.

ALVAREZ & MARSAL CANADA INC.,
solely in its capacity as Court-Appointed
Receiver of Bear Mountain Adventures
Ltd., Ecoasis Resort and Golf LLP, Ecoasis
Developments LLP, Ecoasis Bear Mountain
Developments Ltd., 0884185 B.C. Ltd.,
0884188 B.C. Ltd., 0884190 B.C. Ltd.,
0884194 B.C. Ltd., BM 81/82 Lands Ltd.,
BM 83 Lands Ltd., BM 84 Lands Ltd., BM
Capella Lands Ltd., BM Highlands Golf
Course Ltd., BM Highlands Lands Ltd., and
BM Mountain Golf Course Ltd., and not in
its personal or corporate capacity.

By:
Name:
Title:

Company:

Signature:

Name:

Title:

Phone:

Email:

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 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

Brandon Selina PREC; Dominic Ricciuti PREC; Hart Buck PREC; Jennifer Darling
Name

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

Colliers Macaulay Nicolls Inc.
Brokerage

DocuSigned by: Brandon Selina 6414D5B1B3544B4...	DocuSigned by: Dominic Ricciuti D258EE7DFC77493...	DocuSigned by: Jennifer Darling DEFD1B83C44541E...
Signature		Date

Notes:

RE: BEAR MOUNTAIN

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)	Initials (optional)
Date	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.

BRANDON SELINA PREC; DOMINIC RICCIUTI PREC; HART BUCK PREC JENNIFER DARLING

Name

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

Colliers Macaulay Nicolls Inc

Brokerage

DocuSigned by:
Brandon Selina
6414D5B1B3544B4...

Signature

DocuSigned by:
Dominic Ricciuti
D258EE7DFC77493...

DocuSigned by:
Jennifer Darling
DEFD1B83C44541E...

Date

Property address

Notes:

RE: BEAR MOUNTAIN, VANCOUVER ISLAND

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.