



Non-Disclosure Agreement

This Non-Disclosure Agreement (this “Agreement”) is made between the Parties set forth below and is effective as of the Effective Date.

A. The “Parties” to this Agreement are:

(the “Recipient”)	Okanagan Crush Pad Winery Ltd (the “Discloser”)
Address: Vancouver, BC	Address: 16576 Fosbery Road, Summerland, BC V0H 1Z6
The Effective Date is:	, 2022

B. “Confidential Information” means all information about the Discloser or any of its Affiliates which is furnished by it or any of its Representatives to the Recipient or any of its Affiliates, whenever furnished and regardless of the manner in which it is furnished (orally, in writing, electronically, etc.), and includes, without limitation, all information regarding the business and affairs of the Discloser and its Affiliates, their plans, strategies, operations, financial information (whether historical or forecasted), business methods, systems, practices, analyses, compilations, forecasts, studies, designs, processes, procedures, formulae, improvements, trade secrets and other documents and information prepared or furnished by the Discloser, an Affiliate or any of their Representatives. In addition, Confidential Information includes that the fact that the Parties have had or will continue to have discussions for the Business Purpose, and the content of such discussions.

C. The Discloser is seeking potential investment opportunities that meet certain objectives as identified to the Recipient, including “The Owner’s Circle” investment opportunity being offered to accredited investors by the Discloser in connection with its winery business operations and growth plan. The Recipient is interested in such an investment opportunity and/or may be aware of others who may be interested in these opportunities. The Recipient may only use the Discloser’s Confidential Information for the purpose of evaluating and/or taking advantage of such an opportunity, including the provision of such information to third parties approved by the Discloser (the “Business Purpose”).

D. The “Disclosure Period” and “Confidentiality Period” are:

Disclosure Period:	Confidentiality Period:
18 months from the Effective Date	From the Effective Date through the second anniversary of the Effective Date

E. Governing Law and Jurisdiction:

British Columbia, Canada

F. The Terms and Conditions for exchanging and protecting Confidential Information are set forth in Exhibit A.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

	Okanagan Crush Pad Winery Ltd
	Per:

EXHIBIT A

Non-Disclosure Agreement Terms and Conditions

1. Definitions.

“Affiliate” means with respect to a Party any entity that now or in the future is related to, controls, is controlled by, or is under common control with such Party.

“Discloser” shall mean the Party to this Agreement that discloses its Confidential Information to the other Party, and its Affiliates.

“Effective Date” means the date referred to in Item A.

“Jurisdiction” means the country, province, and city referenced in Item E.

“Recipient” shall mean the Party to this Agreement that receives Confidential Information from the other Party, and its Affiliates.

“Representatives” shall mean a Party’s and its Affiliates’ attorneys, independent accountants, financial advisors, or other agents, bankers or rating agencies.
2. Use of Confidential Information. The Recipient shall not use Confidential Information for any purpose other than for the Business Purpose. If any Confidential Information is no longer needed for the Business Purpose, then the Recipient shall promptly either destroy or return to the Discloser all of Discloser’s Confidential Information in its possession.
3. Disclosure of Confidential Information. The Recipient shall hold the Confidential Information in confidence, and shall not disclose the Confidential Information to third parties without the prior written approval of the Discloser who may require that such third parties enter into a non-disclosure agreement with the Discloser that is in form and substance similar to this Agreement. The Recipient shall restrict disclosure of the Confidential Information to its and its Affiliates’ directors, officers, employees, and Representatives who have a need to know the Confidential Information for the Business Purpose.
4. Exclusions to Confidential Information and Expiration of Confidentiality Obligations. Confidential Information does not include, and no obligation is imposed on, information that (a) was known by or in the Recipient’s possession before disclosure by or on behalf of the Discloser; (b) is or becomes generally known within either Party’s industry other than as a result of breach of this Agreement by the Recipient, its Affiliates or their Representatives; (c) is or becomes available to the Recipient or its Affiliates on a non-confidential basis from a third party, provided that such third party is not and was not known by Recipient to be prohibited from disclosing such information; (d) is independently developed by the Recipient or its Affiliates without reference to or use of the Discloser’s Confidential Information. Each Party’s obligations under Sections 2, 3 and 5 shall expire at the end of the Confidentiality Period; however, for Confidential Information that constitutes a trade secret, those obligations shall continue until such information no longer constitutes a trade secret under applicable law.
5. Required Disclosure. In the event the Recipient is requested or required (by interrogatories, subpoena or similar process) to disclose any of the Discloser’s Confidential Information, the Recipient shall provide the Discloser with prompt notice of such request (if legally permitted) so the Discloser may consider whether it wishes to seek an appropriate protective order. In the absence of a protective order, Recipient shall disclose only such information as is legally required and shall use commercially reasonable efforts to ensure the confidentiality of the disclosed information.
6. No License. No right or license under any Confidential Information is granted here by implication or otherwise.
7. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the disclosure and exchange of the Confidential Information and supersedes all prior agreements and understandings between them. No amendment, alteration, modification or waiver of this Agreement shall be binding unless it is in writing and signed by the Parties.
8. Assignment and Successors. Neither Party may assign this Agreement without the prior written consent of the other Party. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement. Any purported assignment in violation of this section shall be void and of no effect.
9. Invalidity. If any provision of this Agreement is invalid, void, illegal or unenforceable, such provision shall be severed, and the remainder of this Agreement shall continue in full force and effect.
10. Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of BC and the applicable laws of Canada, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction. The Parties agree and consent to exclusive jurisdiction and venue in the federal or provincial courts in the Jurisdiction for any disputes relating to this Agreement.