



CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made with effect as of the _____ day of _____, 20__ (the "Effective Date");

BETWEEN:

VICTORIA AIRPORT AUTHORITY

201 - 1640 Electra Boulevard
Sidney, British Columbia V8L 5V4

(the "**Authority**")

AND

(the "**Company**")

WHEREAS:

1. In connection with the evaluation of Request for Proposal documentation relating to, or implementation of, the acquisition by the VAA of a common-use Self-Service Bag Drop (SSBD) system which may include the provision of services and/or products by the Company to the VAA (the "Purpose").
2. To facilitate the Purpose, it is or may be necessary for the Company and the VAA to disclose to each other information and data that they respectively treat as confidential and proprietary.
3. The VAA and the Company wish to ensure that the Confidential Information exchanged or discovered in connection with the Purpose, including the fact that discussions, analysis and evaluations are taking place, is used solely for the purposes of the Purpose and is not disclosed to or discussed with third parties.

NOW THEREFORE, in consideration of the premises and the mutual obligations hereinafter described, and intending to be legally bound, the Parties agree as follows:

1. Definitions

- 1.1 "Affiliate" means a person, company or other form of entity which, directly or indirectly, Controls or is Controlled by a Party, or is under Control of a third party which also Controls a Party, where "Control" means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise.
- 1.2 "Confidential Information" means all information, data, knowledge and know-how relating, directly or indirectly, to the Discloser or to its Affiliates or to its or their businesses, operations, technology, technological processes, properties, products, customers, business partners, markets, strategic plans or financial positions, that is delivered or disclosed by the Discloser or any of its Affiliates or Representatives to the Recipient or any of its Affiliates or Representatives, in writing, electronically, or verbally, or that is discovered by the Recipient in connection with the Purpose, whether disclosed or discovered in connection with the Purpose, prior to or after the signing of this Confidentiality Agreement; for greater clarity, Confidential Information shall include the Purpose, the Parties' discussions and analysis regarding the Purpose and the ultimate results and conclusions arising from the Purpose, **except** that Confidential Information shall exclude information that:
- 1.2.1 at the time of its disclosure is generally available in the public domain; or
 - 1.2.2 enters the public domain and becomes generally available at any time after disclosure other than through an act or omission of the Recipient; or
 - 1.2.3 the Recipient can demonstrate by written records was already known to it at the time of its disclosure (except that if portions of such information were not known to it, then these portions will be Confidential Information); or
 - 1.2.4 after its disclosure, is disclosed to the Recipient by a third party which third party has the unrestricted right to make such disclosure to the Recipient; or
 - 1.2.5 is disclosed to the Recipient by the Discloser and, at the time of such disclosure (or thereafter) the Discloser states in writing that it is **not** Confidential Information.
- 1.3 "Discloser" means the Party disclosing Confidential Information.
- 1.4 "Party" means either the VAA or the Company and "Parties" means both.
- 1.5 "Recipient" means the Party receiving Confidential Information.
- 1.6 "Representatives" means the directors, officers, employees, agents, advisors and the Company of a Party and its Affiliates.

2. Use of Confidential Information

In consideration of the disclosure of the Confidential Information by the Discloser to the Recipient, the Recipient agrees that any Confidential Information disclosed by the Discloser or discovered by the Recipient in connection with the Purpose, shall be used only for the Purpose and shall not be disclosed to anyone in any manner whatsoever without the Discloser's prior written consent. Confidential Information disclosed by a Party shall remain the sole and exclusive property of such Party.

3. Disclosure of Confidential Information

Notwithstanding anything in this Agreement to the contrary, the Recipient may disclose Confidential Information without the Discloser's prior written consent under the following circumstances and no others:

- 3.1 when such disclosure by the Recipient is required under applicable law or by a valid subpoena or other court, administrative or governmental order, decree, regulation or rule or applicable stock exchange rule; **provided however**, that if disclosure is required this provision, the Recipient shall, if permitted, provide the Discloser with prompt notice of any efforts to compel disclosure and reasonably co-operates with the Discloser's lawful attempts to prevent disclosure or to obtain a protective order; or
- 3.2 when such disclosure is made to Representatives who need access to such Confidential Information for the Purpose.

4. Maintenance of Confidentiality

Each Party agrees that it shall be responsible for ensuring that its Affiliates and Representatives to whom the Confidential Information is disclosed or discovered in connection with the Purpose under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person or in any unauthorized manner. Moreover, except as may be required by law, neither Party hereto nor its Affiliates or Representatives will disclose to any person either the Purpose, the status of the Purpose, nor any terms, conditions or other facts with respect to any transaction that may be proposed or undertaken as a result of the Purpose.

5. Return of Confidential Information

If the Purpose between the Parties does not result in a business relationship, then upon completion or termination of the Purpose the Company will return to VAA or destroy all the Confidential Information that was provided to it and/or contained in notes, memoranda or other documents made by it.

6. Indemnification, Rights and Damages

Except as otherwise provided herein, each Party will indemnify and hold harmless the other Party, its Affiliates and Representatives from and against any and all loss or damage, including reasonable legal costs and fees, which arise from the unauthorized disclosure or

unauthorized use of the other Party's Confidential Information by it or its Affiliates or Representatives.

The VAA and the Company both acknowledge that any breach of this Agreement by the Recipient will be deemed to cause the Discloser irreparable harm for which damages are not an adequate remedy. Accordingly, each of the VAA and the Company agrees that in the event of any such breach or threatened breach by one of them, the other Party, in addition to other remedies at law or in equity that it may have, shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including without limitation, injunctive relief or specific performance or both.

7. No Warranty

The Discloser will take all reasonable care to avoid providing the Recipient with inaccurate, misleading or incomplete information. However, neither the Discloser, nor its Affiliates or Representatives, makes any other representation or warranties, express or implied, as to the quality, accuracy, completeness or reliability of any Confidential Information provided to the Recipient. Neither the Discloser nor its Affiliates or Representatives will have any liability whatsoever with respect to the use or reliance upon the Confidential Information by the Recipient or its Affiliates or Representatives.

8. Securities Prohibition

Each Party acknowledges that it is aware and agrees to advise its Affiliates and Representatives that the pertinent Canadian and United States' securities laws prohibit any person who has material, non-public information about a company from purchasing or selling securities of such a company or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

9. Notices

Any notices required or permitted under this Agreement shall be in writing and either delivered personally or by courier to a Party or sent by facsimile or electronic communications shall be effective on the day of receipt of the notice if received during normal business hours of the addressee, and if not received during such normal business hours then on the first business day of the addressee after receipt. The addresses of the Parties to which all notices shall be forwarded are as follows:

To the VAA: **Victoria Airport Authority**
Victoria International Airport
201 - 1640 Electra Boulevard
Sidney, British Columbia, Canada V8L 5V4
Attention: Adrian Nyland, Manager, IT & Facilities
Email: Adrian.Nyland@VictoriaAirport.com
Telephone: +1 250 953-5801

To the Company:

Authorized Representative:

Email:

Telephone:

10. Agreement Binding

This Agreement is binding upon the Parties and their respective successors and permitted assigns.

11. No Further Obligations

This Agreement shall not impose any obligations on either Party to enter into any further agreements of any description with the other nor prohibit either Party from pursuing, either independently or with any third party, any business opportunities that the Parties may discuss, provided that neither Party shall disclose the Other Party's identity or other Party's Confidential Information in any such discussions.

12. Assignment

Neither Party may assign any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not unreasonably be withheld; provided, however, that either Party may assign any of its rights hereunder, without such consent, to any of its Affiliates. No such assignment shall relieve the assignor from any of its obligations hereunder.

13. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the Parties with respect to the disclosure of the Confidential Information related to the Purpose; and it supersedes and cancels all prior communications, understandings and agreements between the Parties, whether oral or written, with respect to the disclosure of Confidential Information for the Purpose. This Agreement may not be amended except in writing, with the written consent of both Parties.

14. Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia, without regard to principles of conflict of law that would impose a law of another jurisdiction.

15. Severability

If any term of the Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining terms hereof shall remain in full force and effect.

16. Waiver

No failure or delay by a Party in exercising any right, power or privilege under this Agreement will operate as a waiver of that right, power or privilege, and the single or partial exercise of a right, power or privilege under this Agreement will not preclude any other or future exercise of that or any other right, power or privilege.

17. Facsimile Execution and Counterparts

This Agreement may be signed in facsimile and in counterparts and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date hereof written.

Victoria Airport Authority:

Name:

Title:

Date:

[NAME OF COMPANY]

Name:

Title:

Date: