

NON-COMPETE & NON-DISCLOSURE AGREEMENT

Fraser Valley Hop Farms Inc.,



This Non-compete Agreement (the "Agreement") is entered into this _____ day of _____, 2017 by and between Fraser Valley Hop Farms Inc., with an address at _____ (Fraser Valley Hop Farms Inc.)

And _____, with an address at _____.

Acknowledgement

The individuals/Company's named above agree to refrain from engaging in the business of producing, selling, growing, farming, or harvesting hops in either raw or pelletized form anywhere in North America and specifically the province of British Columbia.

1. Competition

The individuals/Company's named above agree to refrain from engaging in the business of producing, selling, growing, farming, or harvesting hops in either raw or pelletized form for a period of 24 months from the date of this agreement.

The Individual/Company named above agrees not to engage in competing business practices for a period of one year, including, any research, engineering, product development anywhere in North America. Specifically in the province of B.C. where Fraser Valley Hop Farms Inc. conducts business, or provides service to customers.



2. Confidential Information

The Individual/Company named above agrees not to disclose Fraser Valley Hop Farms Inc. customer list, pricing, method of operation or any trade secret acquired for a period of five years upon signing this agreement.

3. Non-Solicitation

The Individual/Company named above agrees that for a period of 24 months after signing this agreement that it will not, directly or indirectly: (a) induce or influence (or attempt to induce or influence) any person who is an [INDIVIDUAL] of Fraser Valley Hop Farms Inc. with whom Fraser Valley Hop Farms Inc. has had contact in performance of the Hop Growing/ Selling/ Production Industry, to terminate his/her relationship with Fraser Valley Hop Farms Inc., or to accept employment outside of Fraser Valley Hop Farms Inc., or (b) aid, assist or abet any third- party in any of the aforementioned activities.

4. Remedies

Fraser Valley Hop Farms Inc. may pursue any and all remedies available to it and the pursuit of one remedy will not be deemed to exclude any other remedies, including, but not limited to recovery of damages and reasonable attorneys fees. Fraser Valley Hop Farms Inc. shall have the right to injunctive relief to restrain and enjoin any actual or threatened breach of the provisions contained in this Agreement

5. Severability

If any provision in this Agreement is deemed to be invalid or unenforceable for any reason, it will not affect the remaining provisions and those provisions will continue to be valid and enforceable



6. Governing Law

This Agreement shall be governed by, construed and enforced solely and exclusively in accordance with the laws of the Province of British Columbia, Canada without reference to conflict of law principles. Any and all disputes under this Agreement must be brought solely and exclusively in the Provincial courts and the Federal courts located in British Columbia, Canada, and the parties hereby irrevocably consent to the personal jurisdiction and venue of these courts. This Agreement may not be amended except by a writing signed by both parties.

7. Entire Agreement

This Agreement contains the entire agreement and understanding by and between Fraser Valley Hop Farms Inc. and _____ with respect to the covenants in this agreement. Further, any representations, promises, agreements, or understandings, written or oral, not contained in this Agreement shall have any force or effect.

Re: CONFIDENTIALITY/ NON DISCLOSURE AGREEMENT

I have received from Fraser Valley Hop Farms Inc.. certain information relating to the development, funding and implementation of its business plan. This information furnished to me is hereinafter referred to as the "Information" and includes all documents provided by or relating to Fraser Valley Hop Farms Inc.. and/or In consideration of your furnishing me with the Information, I agree that:

8. The Information will be kept confidential and shall not, without your prior written consent, be disclosed by me, or by my Representatives (including attorneys, accountants, consultants, bankers and financial advisors) in any manner whatsoever, in whole or in part, and shall not be used by me or by my Representatives other than in connection with my relationship with Fraser Valley Hop Farms Inc..

9. I agree, at my sole expense, to take all reasonable measures (including but not limited to court proceedings) to restrain my Representatives from prohibited or unauthorized disclosure or use of the Information.



10. I shall keep a record of the written Information furnished to me by Fraser Valley Hop Farms Inc.. and of the location of such Information, a copy of which record will be made available to you. All copies of such Information will be returned to you immediately upon your request at any time. Any oral Information will continue to be subject to the terms of this Agreement.

11. The terms Information shall not include such portions of the Information furnished to me which

(i) are or become generally available to the public other than as a result of a disclosure by me or my Representatives, or (ii) become available to me on a non-confidential basis from a source other than you, your Representatives or a source which I am aware, is prohibited from disclosing such Information to me by a legal, contractual or fiduciary obligation to you or any other person.

12. In the event that I or anyone to whom I transmit the Information pursuant to this Agreement becomes legally compelled to disclose any of the Information, I will provide you with prompt notice so that you may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that Fraser Valley Hop Farms Inc.. waives compliance with the provisions of this Agreement, I will furnish only that portion of the Information which is legally required.

13. I acknowledge that remedies at law may be inadequate to protect against breach of this Agreement, and I hereby consent to the granting of injunctive or other equitable relief in your favour without proof of actual injury or damages. Such remedies shall not be deemed to be the exclusive remedies for a breach by me of this Agreement but shall be in addition to all other remedies available at law or equity to Fraser Valley Hop Farms Inc..

14. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

15. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, without giving effect to its conflict of laws principles or rules.



FRASER VALLEY HOP FARMS INC.

Signature: _____

Print Name: _____

Title: _____

Date: _____

INDIVIDUAL

Signature: _____

Print Name: _____

Title: _____

Date: _____

