**Astra Business Corporation**
*Mergers and -Acquisitions*

Seller Number:

Description:

# BUYER'S CONFIDENTIALITY AGREEMENT

You have requested information on the seller opportunity cited above in connection with your consideration of a possible transaction with the Company which information is non-public, confidential or proprietary in nature. As a condition of our furnishing such information to you, we are requesting that you agree, as set forth below, to treat confidential such information and any other information that either we or our agents furnish to you, or which you may obtain from any of the foregoing persons in connection with your further investigation of the Company (including any analyses, compilations, studies or other documents you, your agents or representatives might prepare which contain or otherwise reflect such information), whether furnished before or after the date of this letter, whether furnished orally or in writing or gather by inspection, and regardless of whether specifically identified as "confidential" (collectively, the "Evaluation Material").

You agree not to use any of the Evaluation Material for any purpose other than the exclusive purpose of evaluating the possibility of a transaction relating to the Company. You agree that the Evaluation Material will not be used by you in any way which is to the competitive disadvantage or otherwise detrimental to the Company in the sole judgment of the Company's management and that such information will be kept confidential by you and your agents; provided, however, that (i) any such information may be disclosed to your directors, officer, employees, representatives and agents who need to know such information for the purpose of evaluating a possible transaction between you and the Company (it being understood that such directors, officers, employees, representatives and agents shall be informed by you of the confidential nature of such information and shall be directed by you to treat such information confidentially), and (ii) any disclosure of such information may be made to which the Company shall consent in writing.

If at any time you consider a transaction which would involve participation directly or indirectly by a third party, you agree that such third party will execute an agreement satisfactory to us prior to disclosure to such party of any Evaluation Materials.

Without the prior written consent of the Company, you will not, and you will direct your directors, officers, employees, representatives and agents not to, disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction between you and the Company or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof. The term "person" is used in this letter shall be broadly interpreted to include without limitation any corporation, company, partnership or individual.

In the event that no transaction is effected between you and the Company after you have been furnished with our obtained Evaluation Material or either you or the Company notify the other that it does not wish to proceed with a transaction, you will promptly upon the request of the Company or their financial advisors deliver to the Company the Evaluation Material, except for that portion of the Evaluation Material which consists of analyses, compilations, studies or other documents prepared by you or on your behalf, without retaining any copy thereof or any notes relating hereto. That portion of the Evaluation

Material, which need not be delivered to the Company pursuant to the foregoing sentence, will be destroyed.

The term “Evaluation Material” does not include information which (i) becomes generally available to the public other than as a result of disclosure by your or your representatives, or (ii) was available to you on a non-confidential basis prior to its disclosure to you by the Company or its representatives.

Although you understand that we have endeavored to include in the Evaluation Material information known to us, which we believe to be relevant for the purpose of your investigation, you further understand that we do not make any representation or warranty as to the accuracy or completeness of the Evaluation Material. You agree that neither the Company nor their financial advisors or any of their representatives shall have any liability to you or any of your representatives resulting from the use of the Evaluation Material by you or such representatives.

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

You further agree that you will make no effort circumvent or to contact directly or indirectly the directors, officers, employees, representatives or agents of the Company with regard to the possible transaction without the prior written consent of Astra Business Corporation or their Cooperating Intermediary if one is involved.

This letter agreement shall be governed and construed in accordance with the laws of the Province of British Columbia. In addition to any and all remedies available at law, you agree that the Company shall be entitled to equitable relief including injunction and specific performance, in the event of any breach of this agreement.

The terms of this agreement shall terminate upon the third anniversary of the date set forth below.

If you are in agreement with the foregoing, please sign and return one copy of this letter, which will constitute our agreement with respect to the subject matter of this letter.

***Confirmed and Agreed To:***

Company:

By:

Title: ____________________________________________

Address:

City: ____________________ Province / State: ___________________

Date: _______________________