



BUYER'S AGENT & CONFIDENTIALITY AGREEMENT

AB Commercial Ventures Inc.
13108 Lake Crimson Dr. S.E.
Calgary, AB, T2J 3K5
www.commercialventures.com

I, the undersigned Buyer, hereby request information on businesses for sale (the "Business") from AB Commercial Ventures Inc. ("CV"), by way of phone, fax, e-mail or in person.

In consideration of receiving information on the Businesses from CV, I agree not to discuss or disclose to any third party, except my lawyer, professional consultant and accountant, and to keep completely confidential all information disclosed to me regarding the Business from CV or the owners of the Business. I understand that disclosure of information to others could cause a loss of business, injure employees and supplier relationships and decrease the value of the Businesses.

I the Buyer further agree:

- a) not to disclose any facts I learn about the Businesses to any third party, including employees, customers, suppliers, other brokers or other prospective buyers or to use the information in any present or future business;
- b) to return all information to CV when requested and to direct my lawyer and tax advisor to maintain the confidentiality of all information;
- c) that neither I nor any principals, officers or agents shall circumvent this agreement or make any contact directly or indirectly through another broker or attempt to otherwise deal with any source revealed by CV.
- d) The Confidential Information is being furnished upon my express request, and upon the understanding that CV has not verified this information or the representations of the seller(s) and makes no warranty with respect to its accuracy or completeness.

CV will be representing both the Buyer and the Seller as explained in the following paragraphs.

I, the Buyer, have entered into an agency relationship under common law with CV, including its broker, all its associate brokers and agents (collectively referred to as the Buyer's Agent). A brokerage, its broker, associate brokers and agents representing a seller are referred to as the Seller's Agent.

The Buyer's Agent, CV, is obligated to protect and promote my interests. Specifically, CV owes me the fiduciary duties of undivided loyalty, obedience, confidentiality, reasonable care and skill, full disclosure, and full accounting.

Potential sellers and I, the Buyer, may be represented by different brokerages (the Seller's Agent and the Buyer's Agent). Each of these Agents owes its client the full fiduciary duties listed above. Other brokerages representing sellers will not have a fiduciary relationship with me.

Dual Agency occurs when one brokerage (the Dual Agent) represents both a seller and me with respect to the potential purchase of the seller's business. In such circumstances the described fiduciary duties are limited as follows:

The Dual Agent:

- a) will not without prior written authority, disclose:

- to a seller that you will pay a price higher than the price offered,
 - to you that a seller will accept a price less than the asking price (or a countered selling price),
 - to a seller the reason that you are buying,
 - to you the reason that a seller is selling, and
 - to you or another buyer the terms and conditions of competing offers;
- b) except as set out in a), will owe no duty of confidentiality and will disclose to you and a seller all facts known that materially affect or may materially affect the marketability or value of the business.

This agreement may be signed by the parties and transmitted by fax. This procedure will be as effective as if the parties had signed and delivered an original copy.

This agreement is made on _____, 2009

Buyer's Signature

Buyer's Name (print)

Buyer's Company (print)

Home Address

City, Province, Postal Code

Home Phone

Business Phone

Fax Number

Cellular Phone

E-mail Address

Pamela Ryan _____ **pryan1@telus.net**

Name of Buyer's Agent _____ E-mail Address _____

(403) 278-7839 _____ **(403) 271-8555**

Business Phone _____ Fax Number _____

Businesses Desired: _____

Max. Price: \$ _____ **Min. Price:** \$ _____

Net Income Required: \$ _____

Time Frame: _____

Other Criteria: _____

