



CONFIDENTIALITY AGREEMENT

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.
- e) Agrees and understands that CV has relied upon the undertakings of each to hold the information and contacts, and all other related matters disclosed or imparted during their businesses dealings, as confidential, absolutely and without fail, and subject to the provisions and protections of this agreement, express or implied, and in doing so have relied upon the good faith and proper conduct of the other in this regard. All parties agree that any breach or derogation of confidentiality in any fashion shall constitute a loss to the aggrieved party, and shall entitle the aggrieved party to the full range of remedies available at law, including but not limited to damages, including punitive damages and damages for economic loss, loss of profit, and/or loss of opportunity, and to injunctive relief.
- f) The Buyer agrees to indemnify and hold harmless the Seller including its officers, directors, employees and agents against any and all liability, actions, claims, demands, liens, losses damages, judgments and expenses, including reasonable attorney's fees, that may arise from the unauthorized disclosure or unauthorized use of Confidentiality Information that results from the Buyer's negligence or misconduct.
- g) This Agreement shall continue for a term of one year from the date signed by the Buyer; provided, however, that the obligation to protect the confidentiality of all Confidential Information disclosed by the Parties to each other prior to termination shall survive the termination of the Agreement

for a period of five years and benefit and be binding upon the Parties hereto and their respective successors and assigns.

- *The Buyer agrees not to speak to the owners, employees, suppliers, competitors or customers of the business without consent from CV.
- *Please view the business as a customer and under no circumstances disrupt the business.
- *Contact Pam Ryan to schedule a meeting with the owner or receive further information.

This agreement may be signed by the parties and transmitted by fax or scanned and emailed. This procedure will be as effective as if the parties had signed and delivered an original copy. This agreement will be valid for one year from date of this agreement signed and apply to all businesses introduced to the Buyer from CV.

This agreement is made on _____, _____

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 CV Broker _____ 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: _____