

Non-Disclosure Agreement.

The undersigned prospective buyer (or the Agent representing a prospective buyer) (“Buyer”) requests Confidential Information of a Business (the “Seller”) listed for sale by Reliant Commercial Inc. (“Reliant”). An Agreement between the Seller and Reliant requires Reliant to obtain a Non-Disclosure Agreement with all prospective Buyers to keep matters relating to the business confidential.

Confidential Information in this agreement means:

- Fact that Seller is contemplating the sale of the business.
- All information, in any form or medium, disclosed by Reliant related to the financial performance and financial arrangements of the Seller.

General.

In consideration for being provided with Confidential Information on this business opportunity the Buyer agrees to hold such information in strict confidence. The Buyer agrees not to disclose any proprietary information of the Seller to any third party nor will they disclose or approach the owner, any employees or customers of the Seller directly.

The Confidential Information shall not be used for any purpose except directly for the purposes of due diligence pursuant to a possible acquisition of the shares or business assets of the Seller.

Buyer understands and agrees that all dealings concerning the business of the Seller will be handled through Reliant and the Buyer will not attempt to deal directly with the Seller, their employees, suppliers or customers except through Reliant. All correspondence or inquiries, offers to purchase or matters relating to the purchase or lease of the business of the Seller, presented to the Buyer by Reliant will, be conducted via Reliant.

Buyer agrees to not attempt to gain a business or competitive advantage upon the Seller at any time by using the Confidential Information that has been disclosed to him/her. Nor shall the Buyer use the Confidential Information to thwart or circumvent normal business relationships between the Seller and its customers and employees.

By signing this document the signing party understands and agrees that all information pertaining to the business has been provided by the Seller and has not been verified in any way by Reliant and Reliant makes no warranty as to the accuracy of such information. The information may contain statements of opinion, whether or not so identified and Reliant and Seller make no warranties, expressed or implied, regarding the information.

This Agreement shall remain in effect for eighteen (18) months from the date hereof and shall be interpreted and enforced with the laws of the Province of British Columbia.

The Buyer agrees that the Seller and its agents shall be entitled to seek an injunction(s) to prevent breaches of any of the provisions of this Non-Disclosure Agreement by an action instituted in a court of competent jurisdiction. This specific remedy is in addition to any other remedy to which Seller may be entitled at law or in equity.

Prior to finalizing an agreement to purchase a business it is the responsibility of the Buyer to make an independent verification of all pertinent facts. The Buyer agrees to indemnify and hold Reliant harmless from any claims or damages resulting from the use of the Confidential Information. Buyer understands that Reliant does not provide legal, tax or accounting advice. Buyer is advised to seek counsel from a lawyer, accountant and all other parties necessary to make an informed business decision regarding the purchase of a business.

Buyer agrees that if a decision is made not to proceed with an acquisition of the business of the Seller or at any time upon request by Reliant, the Buyer shall immediately destroy all Confidential Information in the Buyer's possession and shall ensure that any third party permitted to receive the Confidential Information hereunder, shall do the same,

The Undersigned hereby acknowledges having read and agreed to the above. Acceptance of the terms of this Non-Disclosure Agreement is hereby acknowledged and confirmed by the Buyer.

Name: _____ Address: _____
City: _____ Province: _____
Signature: _____ Date: _____

Please return this completed form by email:

chris@businessbrokersbc.ca

Christopher Juras | Managing Director

Direct: (604) 786-2046

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