

MUTUAL NON-DISCLOSURE AGREEMENT



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This Buyer Mutual Non-Disclosure Agreement is entered between Business Finders Canada (the “Brokerage”) and the undersigned prospective buyer (“the “Buyer”) of a business and commercial property offered for sale through the Broker. Each party will not use any confidential information other than to evaluate and engage in discussion concerning a potential business relationship between the parties. The Seller (“the Seller”) shall refer to the following business entity being offered for sale, as well as the principals of such entity:

Please initial ALL blanks and sign Last page.

1. The Buyer hereby agrees to receive confidential information about this business from the Broker. The Buyer agrees not to contact the Seller, or any entity or person having a business relationship with the Seller, including but not limited to; owners, partners, members, shareholders, officers, directors, landlords, lessors, lessees, employees, suppliers, clients, customers etc., without the written consent of the Broker. All inquiries, offers to purchase and negotiations relating to the purchase of any business offered by the Broker will be conducted exclusively through the Broker. Buyer will not visit the company without the permission of the Broker. ____
2. It is understood and agreed that any and all information provided to the Buyer regarding any business is to be considered confidential and proprietary, and that disclosure of any such information could result in damage to the business and/or its principals. ____
3. It is further understood and agreed that any information received at any time pursuant to the investigation and consideration of the purchase of the business shall be kept in strict confidence, and shall not be disclosed to any other person who has not also signed and dated this agreement, except for professional business advisors (e.g. accountants, lawyers) engaged to evaluate the business for the limited purpose of advising the Buyer. In the event of such disclosure it is agreed that the Buyer will advise such persons of this non-disclosure agreement, and shall be legally responsible for the failure of such professionals to maintain the confidentiality of the information provided. Information that is to be kept confidential shall include the fact that the business is for sale, all financial, production, marketing and pricing information, business methods, business manuals, manufacturing procedures, processes and data, contracts, customer lists, employee lists, or any other information whether written or oral or otherwise made known to the Buyer, through disclosure or discovery in any other manner.

Confidential information does not include information that is readily available and known to the public. It is understood and agreed that this mutual non-disclosure agreement is intended for the benefit of the Seller, who is a third party beneficiary to this agreement. ____

4. In the event that the Buyer for whatever reason does not purchase the business, the Buyer agrees to immediately return to the Broker any and all materials related to the Seller without retaining any copies. ____

5. The Buyer agrees not to circumvent or interfere with the Brokers contract with the Seller in any way. The Buyer understands and agrees that the Buyer shall be liable to the Broker for payment of commissions due from the Seller in the event of such interference. The Buyer further understands and agrees that should the Buyer become a manager or otherwise connected with any of the businesses shown or offered to the Buyer, or should the Buyer buy, trade, lease or exchange any of the businesses disclosed to the Buyer, then a full commission will be due to the Broker. ____

6. The Buyer further understands and agrees that the Broker has received information about the business from the Seller or other source identified by the Seller, which may include, but is not limited to, financial statements, income tax, equipment lists and lease agreements. Based on information provided by the Sellers, Brokers often prepare a summary description of the business which may include summarized financial information, a cash flow projection or an adjusted income statement. The Buyer understands that the Broker does not audit or verify any information received by the SELLER, and the Broker makes no representation, promise or warranty, express or implied, as to the accuracy or completeness of said information. The Buyer shall be responsible to make an independent verification of said information

at the appropriate time, and agrees to indemnify and hold the Broker, its employees and agents, harmless against any claims which may occur by reason of the inaccuracy or incompleteness of any information provided to them with respect to any business they might purchase. ____

7. The Buyer acknowledges that the Broker is the agency that first introduced him/her to the business, and warrants that

he/she has not had any discussion or dealings regarding the business with any other broker, finder or agent other than Business Finders Canada. ____

8. If a Buyer is a business entity or corporation, the undersigned officer or agent acknowledges that he/she has full authorization to enter into this agreement, and further agrees to be personally bound by the terms and conditions stated herein, including but not limited to personal liability for commissions that may be due and payable pursuant to paragraph 2 (two) above, or damages resulting from disclosure of confidential information as provided in paragraph 3 (three) above. ____

9. The BUYER agrees that the BROKER is an agent for the SELLER and has a contract to be paid by the SELLER upon the sale, trade, lease or transfer of a business or real property owned by the SELLER. ____

10. The laws of British Columbia shall govern this agreement. ____

11. Nothing herein shall obligate either party to proceed with any transaction between them concerning this business opportunity. ____

12. The Buyer acknowledges that the Confidential Information shall not be used for any purpose other than assessing a proposed transaction with the Broker and, notwithstanding anything in this Agreement; the Buyer shall not use the Confidential Information for any benefit other than assessing the purchase of a business and/or commercial property being offered for sale through the Broker. The Buyer acknowledges that it shall not acquire any right, title or interest in or to the Confidential Information or to any intellectual property or other proprietary rights related thereto. ____

NAME

NAME

ADDRESS

CITY

POSTAL CODE

PHONE (HOME)

PHONE (CELL)

PHONE (BUSINESS)

EMAIL ADDRESS

Which Listing(s) Are You Inquiring About: _____

Work Experience

Current Occupation: _____

Financial Information

(Confidential information, for evaluation purposes only)

What amount of funds/liquid cash is available?

- | | |
|--|--|
| <input type="checkbox"/> \$0 - \$50,000 | <input type="checkbox"/> \$50,000 - \$100,000 |
| <input type="checkbox"/> \$100,000 - \$250,000 | <input type="checkbox"/> \$250,000 - \$500,000 |
| <input type="checkbox"/> \$500,000 - \$750,000 | <input type="checkbox"/> \$750,000 - \$ 1 MILLION |
| <input type="checkbox"/> \$ 1 MILLION - \$ 1.5 MILLION | <input type="checkbox"/> \$ 1.5 MILLION - \$ 2 MILLION |
| <input type="checkbox"/> \$ 2 MILLION + | <input type="checkbox"/> OTHER _____ |

Are funds readily available: ☐ YES ☐ NO

Source/ Where are the funds from: _____

Do you require financing? ☐ YES ☐ NO

How long have you been looking for your own business? _____

What is your time frame in which to buy? _____

What location or cities do you prefer? _____

Who will make the buying decision? _____

Anyone else? _____

Business Finders Canada does not give tax, accounting, or legal advice. Prior to finalizing an agreement to purchase the business, it is the responsibility of the Buyer to make an independent verification of all information. I agree that Business Finders Canada is not responsible for the accuracy of the information I receive and I agree to indemnify and hold Business Finders Canada harmless from any claims or damages resulting from its use.

This Mutual Non-Disclosure Agreement is entered into between TwentyTwo 22 Real Estate Corp. operating as Business Finders Canada (hereinafter "BFC") and the undersigned Prospective Buyer, (hereinafter "Buyer") in view of BFC providing confidential information related to certain businesses listed for sale through BFC. All businesses listed by BFC are collectively referred to hereinafter as the "Businesses".

Buyer hereby acknowledges that BFC in consideration of BFC providing the Buyer with certain Confidential Information necessary to ascertain further interest in pursuing the purchase of one of the Businesses, it is hereby agreed that:

Confidential Information shall include any written form of proprietary information pertaining to any of the Businesses, including but not limited to, Confidential Business Profiles and information provided directly, verbally, electronically and/or written, which are collectively defined herein as "Confidential Information" proprietary to BFC and the Businesses.

The Buyer shall be permitted to disclose the Confidential Information to directors, officers and agents of the Buyer (each a "Buyer's Representative") as needed for the evaluation thereof provided that each Buyer's Representative be duly notified of the obligations stipulated herein, and that the Buyer remain fully responsible to BFC and the Businesses for any breach of this Confidentiality Agreement. For clarity purposes, Buyer's Representative **EXCLUDES** potential business partners and/or investors; Agents of the Buyer are restricted to only legal counsels, accountants and bankers that are assisting Buyer specifically with the purchase of one of the Businesses and **EXCLUDES** any other Brokers, real estate agents, etc.

The BUYER'S signature below acknowledges a complete understanding of ALL terms contained in this agreement and willingness to adhere to the terms and conditions herein constitute a binding Agreement between us.

Receipt of a copy of this agreement is hereby acknowledged.

BUYER NAME (PRINT)

BUYER SIGNATURE

Dated this ____ day of _____, 20____.

This Agreement may be signed in counterpart and delivered by original copies, by DocuSign or by email scan transmission. Upon delivery, this Agreement shall be deemed legally binding.