



Performance Business Brokers  
Suite 220 – 11717 – 42 St.  
Edmonton, AB T5W 4V8  
Ph: 780.756.2990 Fax: 855.287.5580

### NON DISCLOSURE AGREEMENT

In consideration of Performance Business Brokers, (hereinafter "PBB") and the business owner(s) (Seller") providing the undersigned ("Buyer") with certain confidential and proprietary information on the business(es) ("Business") identified below, Buyer hereby understands, agrees, represents and warrants to PBB and Seller as follows:

1. All information furnished to Buyer by PBB or Seller including the identity of the Seller and the Business, all oral or written data, reports, records, and other material ("Information") will be deemed confidential and Buyer agrees not to disclose any such Information to any other party, except to Buyer's accountant, lawyers, advisors and agents whose knowledge of the Information is required to evaluate the Business as a potential acquisition. Buyer accepts full responsibility for the compliance with all provisions of this Agreement by such advisors and agents. Buyer will not use the Information to interfere or compete with the Seller. Buyer further agrees not to use any of the information in an adverse manner, or to enter into competition with the Seller.
2. Buyer will not contact the Seller, its employees, suppliers or customers except through PBB. All inquiries, correspondence, offers to purchase, negotiations and closing preparations will be conducted exclusively through PBB.
3. Buyer acknowledges that the Seller has a contract with PBB providing for fees to be paid to PBB upon the sale, merger, consolidation or other corporate transaction involving the Business or related property. Buyer agrees not to circumvent or interfere with PBB's contract with Seller in any way. In the event of such circumvention or interference, Buyer agrees to be additionally liable for PBB's fee and for any damages to PBB and/or Seller.
4. Information furnished by PBB about the Business and its financials is based upon Information and representations provided by the Seller and PBB has made no independent investigation or verification of said Information. Buyer hereby expressly releases and discharges PBB from any and all responsibility and/or liability in connection with the accuracy, completeness or any other aspects of such Information and accepts sole and final responsibility for the due diligence, evaluation and verification of such Information and all other factors relating to the Business and its financials. Buyer will indemnify and hold harmless PBB, its agents and/or employees from any claims, actions, demands or damages arising from inaccurate or incomplete Information or from Buyer's acts or failures to act in pursuing the possible acquisition of the Business.
5. Buyer acknowledges the responsibility to perform a due diligence review at its own cost and expense prior to any acquisition. PBB advises the Buyer to seek counsel from a lawyer, accountants and other professionals Buyer deems necessary to make an informed decision on a Business acquisition.
6. Buyer will be the principal in any proposed acquisition and is not working on behalf of undisclosed principals or as a sub-agent for any other person or entity. If Buyer decides not to acquire the Business, all Information shall be promptly returned or destroyed, as directed by PBB or Seller.
7. The respective obligations of the parties under this Agreement shall survive for a period of two years following the date hereof. The Seller is hereby designated as a third party beneficiary to this Agreement.
8. The laws of the Province of Alberta shall govern this Agreement.

The undersigned hereby requests Performance Business Brokers to provide to the undersigned with information on the business(s) known as:

#### **ALL BUSINESSES LISTED BY PERFORMANCE BUSINESS BROKERS**

Date: \_\_\_\_\_

Name of prospective purchaser(s): \_\_\_\_\_

Signature(s) of prospective purchaser(s): \_\_\_\_\_

Full address of prospective purchaser(s): \_\_\_\_\_

Telephone number of prospective purchaser(s): \_\_\_\_\_

Fax number of prospective purchaser(s): \_\_\_\_\_

E-Mail address of prospective purchaser(s): \_\_\_\_\_

Business(es) interested in: \_\_\_\_\_

**PLEASE FAX THE COMPLETED FORM TO: 1-855-287-5580 or  
SCAN AND EMAIL TO: info@performancebb.ca**