

This Buyer Non-Disclosure Agreement is entered between Babych Group Realty Vancouver (the “Brokerage”) and Paul Mon-Kau PREC of The Business Broker (the “Broker”) and the undersigned prospective buyer (“the “Buyer”) of a business and/or 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.

1. The Buyer hereby agrees to receive confidential information about this business from The Business 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 Business Broker and/or the Seller. All inquiries, offers to purchase and negotiations relating to any business offered by The Business Broker will be conducted exclusively through The Business Broker. The Buyer will not visit the company location(s) without the permission of the Broker and/or Seller.

2. All information provided to the Buyer regarding any business is to be considered confidential and proprietary, and the Buyer understands and acknowledges that disclosure of any such information could result in damage to the business and/or its principals.

3. 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 such as accountants and 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.

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

5. The Buyer agrees not to circumvent or interfere with The Business Broker’s contract with the Seller or the Landlord in any way. The Buyer understands and agrees that the Buyer shall be liable to The Business Broker for payment of commissions due from the Seller in the event of such interference, and/or be liable for damages equal to the selling price of the business/property should the Buyer circumvent the Seller and approach the Landlord directly.

6. The Buyer further understands and agrees that The Business 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. The Buyer understands that the Broker does not audit or verify any information received by the Seller, and The Business 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 Business Broker, its employees and team 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. 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.

8. The Buyer acknowledges that Paul Mon-Kau PREC, The Business Broker **is the designated agent for the Seller** and has a contract to be paid by the Seller upon the sale, trade, lease or transfer of a business (either Share or Asset) or real property owned by the Seller.

9. This agreement *does NOT constitute a Buyer agency relationship* with The Business Broker and is not intended to cause or induce breach of an existing agency agreement.

10. This agreement shall survive for 1 year from the date of signing.

11. Liability Limitation Clause. The business intermediary/brokerage services provided by Paul Mon-Kau PREC and The Business Broker are offered without warranty, representation, or guarantee of any kind, whether express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose other than those expected as common standard of care in the Real Estate industry.

In no event shall Paul Mon-Kau PREC its officers, directors, employees, or agents be liable to the seller, the purchaser, any third party, or anyone else for any indirect, special, consequential, punitive, or exemplary damages arising out of or in connection with the business brokerage services for either business asset or business share sales, including but not limited to lost profits, loss of revenue, loss of data, or any other damages, even if advised of the possibility of such damages. The liability of Paul Mon-Kau PREC its officers, directors, employees, or agents for any claims, damages, or losses arising out of or in connection with the business brokerage services shall in no event exceed the total amount paid by the client to Paul Mon-Kau PREC for the services rendered. The individual or corporation signing this NDA agrees to indemnify and hold harmless Paul Mon-Kau PREC its officers, directors, employees, or team agents from and against all claims, damages, losses, or expenses, including reasonable attorney’s fees, arising out of or in connection with the business brokerage services provided by Paul Mon-Kau PREC other than those expected as common standard of care in the Real Estate industry. The individual or corporation signing this NDA acknowledges and agrees that the limitations of liability and indemnification provisions contained herein shall survive the termination or expiration of any agreement between Paul Mon-Kau PREC and the client. By engaging Paul Mon-Kau PREC to provide business brokerage services, the individual or corporation signing this NDA agrees to the terms and conditions set forth in this liability exclusion clause.

BUYER NAME		AGENT/BROKERAGE NAME (If any)	
PHONE NUMBER		CITY	POSTAL CODE
EMAIL		CURRENT OCCUPATION	YEARS EXPERIENCE

WHICH BUSINESS LISTING ARE YOU INQUIRING ABOUT?

**FINANCIAL INFORMATION (Acknowledged as Confidential information, for evaluation purposes only)

HOW LONG HAVE YOU BEEN LOOKING TO PURCHASE A BUSINESS?

☐ 0-6 Months

☐ 6-12 Months

☐ 12-18 Months

☐ Ongoing Search

Do you require financing to complete this purchase?

☐ YES

☐ NO

Babych Group Realty Vancouver and Paul Mon-Kau PREC do not give tax, accounting, or legal advice. I agree that Babych Group Realty Vancouver and Paul Mon-Kau PREC are not responsible for the accuracy of the information I receive, and I agree to indemnify and hold Babych Group Realty Vancouver and Paul Mon-Kau PREC harmless from any claims or damages resulting from its use. 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	DATE
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