

Businesses Offered For Sale on *www.davidpage.ca*

Phone 403 668 9433 Fax 403 668 8118 Email david@davidpage.ca

1. In consideration of the information furnished and presented to me

(Please print) _____

("the "Buyer") on the businesses offered on the above web site, I agree that such information will be held in strict confidence and that all matters, including Offers to Purchase concerning the said businesses will be handled through David Page (the Business Broker) and that I will not approach or attempt to deal with the owner(s) either directly or indirectly.

2. The Buyer further agrees:

- (a) Not to disseminate or divulge to others including other Agents or Business Brokers (other than my accountant, lawyer, banker, or professional advisor) or to publish or reproduce the Confidential Information provided in whole or in part, without first obtaining the written consent from of the Business Broker.
- (b) To take all such reasonable steps to protect the security of the Confidential Information in my possession and to not make and keep duplicate copies of such.
- (c) That the information furnished shall not be used in a manner detrimental to the Seller and that any relationship or affiliation which I presently possess with a like company or business has been fully disclosed to the Business Broker prior to receipt of any information.
- (d) To have no contact directly or indirectly with the seller's employees, landlord, franchiser, suppliers, customers, business associates or competitors, except through the Business Broker, nor will I hire or attempt to hire any of the Seller's employees during the period of negotiation, or within 12 months following cessation of the negotiations where an agreement is not reached, unless otherwise agreed between the parties.
- (e) While on the premises of the above-mentioned company, to not disclose the nature of my visit to anyone including the owner.
- (f) Not to discuss or disclose to any third party, except my lawyer and accountant and to keep completely confidential all names of any corporations, organizations, individuals or groups of individuals introduced by the Business Broker.
- (g) Not to disclose any facts learned about the businesses to any third party, including employees, customers, suppliers, business associates, competitors, or other prospective buyers.
- (h) Not to use the information and/or records which I may obtain about these businesses competitively in any business, present or future.
- (i) It is understood that information disclosed to others could cause a loss of business, and/or create injury in employee/employer relationships.
- (j) To caution my accountant, lawyer, banker, or professional advisor as to the

need for confidentiality in handling the information that will be provided to them and to seek their help in maintaining the Confidentiality Agreement.

3. (a) The transaction, which you (the Buyer) are contemplating, will involve a variety of financial statements and legal documents that bear significantly on your decisions. The Business Broker does not intend to represent that any of the financial statements or any other material or information supplied by the Seller or its Agent have been inspected, verified or approved by the Business Broker. The Business Broker is relying on the Seller for the accuracy and completeness of the said Information and the Business Broker makes no warranty, expressed or implied, as to such. You, the Buyer, agree that the Business Broker is not responsible for the accuracy and completeness of the information received, and hold the Business Broker harmless from any claims or damages resulting from their use. In addition, for further protection, you are advised to seek legal counsel and financial advice to assist you throughout the transaction.
 - (b) The Buyer shall indemnify the Seller and the Business Broker for any costs, expenses, losses, or damages suffered or incurred, including without limitation solicitor and client costs arising in any way from the unauthorized use or disclosure of the Confidential Information.
4. The Buyer hereby appoints the Business Broker as Exclusive Buyer's Agent for the above businesses, as well as any other businesses presented to him by the Business Broker.
 5. The Buyer acknowledges that the Business Broker may represent the interests of both the Buyer and the Seller, as Dual Agent, with the full knowledge and consent of all parties to this transaction.

Dual Agency Disclosure

1. Ordinarily the Buyer's Agent acts only as an Agent for the Buyer; has duties of good faith, obedience, honesty, competence, full disclosure, confidentiality and accountability to the Buyer; and must avoid any conflict with the Buyer's interests.
2. Despite the ordinary situation, the Buyer is authorizing the Buyer's Agent to act as agent for both the Buyer and a prospective Seller of the Business.
3. When representing both the Buyer and a prospective Seller, the Buyer's Agent will have duties of good faith, obedience, honesty, competence, full disclosure and accountability to both the Buyer and the Prospective Seller.
4. When representing both the Buyer and a prospective Seller, the Buyer's Agent will have no duty of confidentiality to either the Buyer or a prospective Seller. Therefore, The Buyer's Agent will disclose to both the Buyer and a prospective Seller all facts known to the Buyer's Agent, which materially affect or may materially affect the marketability or value of the Business. However, the Buyer's Agent will not, without the prior written permission of the applicable person, disclose to the other person to the negotiations firstly, that the Seller will accept a price less than the Asking Price (or a countered buyer price) and, secondly, that a prospective Buyer will pay a price higher than the price

offered.

- 5. The words "when representing both the Buyer and a prospective "Seller" also include situations where the Buyer and a prospective Seller are represented by sales representatives who carry on business from the same branch office or different branch offices of the Buyer's Business Broker.

I acknowledge having read this Agreement and received a copy.

Signed and dated at _____, Alberta, _____, 201__

Signed

Signed

On behalf of (if applicable) _____

I acknowledge that I have the authority to sign this agreement

Name (Please Print)

Address

Phone

Email

**When complete, please
Fax to 403 668 8118 or
Scan to david@ davidpage.ca**

Accepted and Agreed by

David Page
Business Broker