



Omnium
Mergers and Acquisitions

CONFIDENTIALITY AGREEMENT

NT made effective as of the Nov.17.2021

OMNIUM MERGERS AND ACQUISITIONS

BROKER ("Brokerage")

329 1275 West 6TH Ave.

UNIT ADDRESS

Vancouver BC V6H 1A6

CITY PROV POSTAL CODE

(604) 398-6600 (604)773-7236

TELEPHONE NUMBER CELL NUMBER (AGENT)

Azker Cader azker@omniumbusiness.com

AGENT EMAIL

And

Shahzad

NAME(S) (the "Potential Buyer")

329

UNIT ADDRESS

CITY PROV POSTAL CODE

123456788 123456788

TELEPHONE NUMBER CELL NUMBER (AGENT)

Buyer hereby requests confidential information with respect to a business operating under the
ame of:

(189) Widget Manufacturing Company

(the "Business")

ited by the Brokerage, and which Buyer has expressed an interest in purchasing. In consideration
iding such confidential information, Buyer hereby agrees as follows

ge will furnish the Buyer with certain proprietary information (which may be provided in oral,
hic, machine-readable, electronic or other form) relating to the Business' operations, property,
nancial and other matters which are non-public, confidential or proprietary in nature ("Confidential
). Confidential Information shall at all times remain the exclusive property of the Seller of the
eller").

s to keep the Confidential Information and every part thereof confidential and shall not, without
ten consent of Brokerage and/or Seller of the Business, be disclosed by Buyer or its agents,
representatives or employees in any manner whatsoever, in whole or in part, and shall not be used
agents, advisors, representatives or employees other than in connection with evaluation and
; same with respect to the potential purchase of the Business.

Confidential Information provided to Buyer is provided for informational purposes only. Buyer
that all information was provided to Brokerage by the owner of the Business, and Brokerage
presentations or warranties as to its accuracy or completeness. Buyer is solely responsible for
all aspects of the business, performing its due diligence review and obtaining any legal, tax or
al that Buyer deems necessary, prior to purchasing the business. Buyer acknowledges that
as advised Buyer to seek the advice of a lawyer and/or qualified and certified accountant.
des not to purchase the Business, Buyer shall promptly notify Brokerage of such decision and
ly return all documentation and other materials containing or forming part of the Confidential

without retaining any copies, summaries, analyses or extracts. Any electronic information shall be stored and deleted from any and all storage devices and notice given to the Brokerage.

Buyer stands and agrees that all dealings concerning the Business will be handled through Brokerage. Brokerage has entered into an agreement with Seller for the payment of Brokerage's commission. If Buyer enters into a sale and/or purchase agreement, a management contract or other financial arrangement with the Business directly with the Seller, including a lease of the Business premises from the Seller, Buyer shall be liable for any and all damages Brokerage may suffer, including but not limited to the commission payable on the sale price or minimum Commission due under the Brokerage's agreement whichever is greater, and any commission due on the lease agreement negotiated with the Seller. Buyer agrees and does hereby appoint Brokerage its attorney-in-fact to execute all documents and to place a lien on the Business assets to collect its compensation, and this Agreement shall be the governing law so as required by applicable provincial law.

Buyer consents to sharing certain identifying information including contact information with the Seller for the purpose of a sale or purchase agreement that may help the Seller qualify the Buyer as a serious and legitimate interested party to the sale of the Business.

Unauthorized disclosure shall constitute a material breach of Buyer's duty to the Seller and Brokerage. Buyer shall be fully responsible for any breach of this Agreement by itself, its agents, advisors, attorneys, partners or employees, and Buyer hereby indemnifies and holds Brokerage, its agents, attorneys, partners, employees, directors, officers, insurers, successors and assigns harmless from any liability arising from such unauthorized disclosure.

This Agreement shall be governed by the laws of the Province of British Columbia.

Any dispute arising out of this Agreement shall result in the prevailing party being entitled to receive from the other party reasonable legal fees, costs and expenses incurred at both the trial and appellate levels. The parties

ent to personal jurisdiction and venue, for any action arising out of a breach or threatened breach
ment in a court of competent jurisdiction in and for the Province of British Columbia.

intended beneficiary of all covenants of Buyer which benefit Seller, including without limitation the covenants concerning the use of information disclosed to Buyer, and Seller may bring an action to enforce the covenants. Buyer represents and warrants to Brokerage that Buyer does not represent a third party, an exclusive sales agency or competitor of the Business, nor is Buyer employed by a competitor and the sole purpose of Buyer in receiving any Confidential Information regarding the Business is to purchase the Business. Brokerage acknowledges receiving a copy of this Agreement, and a facsimile copy with signatures shall be deemed to be as original.

MERGERS ACQUISITIONS

INDIVIDUAL(S):(If buyer is individual)

Name
Shahzad

agree to the terms and conditions

Submit

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