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Confidentiality Agreement & NON-CIRCUMVENTION AGREEMENT

Prospective Purchaser Information

Name: _____

Address: _____

Phone Number: _____

Email: _____

The prospective purchaser hereby acknowledges that purchaser and or agent has requested information from Keith MacKenzie of Chinook Business Brokers Ltd. in connection with the information release and possible acquisition of the following:

All Businesses represented by Chinook Business Brokers _____ (Buyer or Agent Initials)

Or the specific listing please indicate below:

_____, (the "business, franchise, commercial property")

It is understood and agreed to that the discloser of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that

1. The Confidential Information to be disclosed can be described as and may include:

Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

2. The Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members, employees and/or independent contractors (collectively referred to as "affiliates") having a need to know. The Recipient and affiliates will not disclose the confidential information obtained from the discloser unless required to do so by law.

3. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information
 - a. that was in Recipient's possession before receipt from Discloser;
 - b. is or becomes a matter of public knowledge through no fault of Recipient;
 - c. is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser;
 - d. is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or
 - e. is independently derived by Recipient.

4. I agree that there will be no attempt to deal directly with the seller, their employees, suppliers or customers except through Chinook Business Brokers Ltd. and its agent, Keith MacKenzie. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or Keith MacKenzie or with direct consent from the same.

5. Additionally, the prospective purchaser agrees not to circumvent or attempt to circumvent Keith MacKenzie or Chinook Business Brokers Ltd. and Agree not to alter the initial Codes attached to the Transaction and Contract.

6. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the purchaser acknowledges that he or she has read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Name

Signature

Date