



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT FOR BUYERS

This hereby confidentiality and non-disclosure Agreement is made and effective \_\_\_\_\_

BETWEEN: \_\_\_\_\_ who/ which is located at \_\_\_\_\_

Phone number: \_\_\_\_\_ Email address: \_\_\_\_\_ (Here after « THE BUYER »)

AND:

THE REAL ESTATE AGENCY NOVA HORIZONS, located at 101-7493 TransCanadienne, Montréal, Saint-Laurent, H4T 1T3, represented by Mister RAPHAEL LALLOUZ, estate broker. (Here after « NOVA HORIZONS » and implied « The Agency and/or its representatives)

About the following company : -----

1. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT: Any and all information and documents which will be exchanged during the negotiation period are deemed as confidential documents. Therefore, the BUYER hereby acknowledges that NOVA HORIZONS first provided such information. In consideration of this, the BUYER hereby agrees : a. Not to divulge such information to others, except with his councillors and his legal representatives. b. Ask exclusively to NOVA HORIZONS any additional information concerning the business opportunity presented by NOVA HORIZONS, and this, exclusively through the offices of the agency.

2. INFORMATION DISCLOSURE: The BUYER acknowledges that all information and material on each business opportunity provided by NOVA HORIZONS has been provided to NOVA HORIZONS by the seller of the business for confidential use by the BUYER for the sole purpose of evaluating this business opportunity for a potential acquisition. The seller believes that information to be true and accurate; however, accuracy is not guaranteed and all information should not be considered complete. NOVA HORIZONS makes no representations or warranties, expressed or implied, regarding the information provided to Broker and/or to the BUYER. In this way, NOVA HORIZONS advice his client to seek counsel from an attorney, Certified Public Accountant, and any other parties necessary to make an informed decision regarding the purchase of any business opportunity bought or sold through NOVA HORIZONS.

3. RISK DISCLOSURE: Due to the risk inherent in business opportunities, the BUYER could incur a loss. And hence, the BUYER acknowledges that he understands this risk, but also that NOVA HORIZONS cannot and does not in any way warrant or guaranty the future vitality or prospects of any business.

4. DIVULGATION DE REPRÉSENTATION DOUBLE: In those cases where the BUYER would buy directly or indirectly any company presented by NOVA HORIZONS during the protected period, et this without informing or involving NOVA HORIZONS, the BUYER could see his responsibility involved and will be in the obligation of paying the entire commission corresponding to the sale price.

5. TERM OF THE AGREEMENT: It is agreed that this non-disclosure agreement will be effective three (3) years after the end of the negotiations and in the entire province of Quebec.

6. LACK OF CONFORMITY: If the BUYER is not complying with this agreement, NOVA HORIZONS or the seller can start juridical proceedings to claim reparation for the consequential damages.

The parties confirm that they posses the required authorizations to agree to this agreement as individuals and as representatives of their companies. They also confirmed that there is no other agreement, either written or oral, that could render the present agreement null and void.

In witness whereof, the parties hereto executed this agreement in \_\_\_\_\_ as of the \_\_\_\_\_.

\_\_\_\_\_  
(Name(s) in capital letters)

\_\_\_\_\_  
Nova Horizons  
(Real Estate Agency)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)