

# CONFIDENTIALITY AGREEMENT

I/We .....

hereinafter called the Interested Party, hereby acknowledge that Robbinex Inc., hereinafter called Robbinex, has been retained by the Owner(s), hereinafter called the Owner of a Business, known as File No. .... , to sell the Business.

In consideration of Robbinex providing the Interested Party with the **confidential information** necessary to ascertain further interest in pursuing the purchase of this Business, it is hereby agreed that:

- Robbinex will reveal information and financial statements relating to the operations of the company, and **the Interested Party agrees that all information supplied by Robbinex and/or the Business is to remain confidential and further agrees not to reveal, in any way, in any form, to any other party, any of the information hereinafter given to him by Robbinex and/or the Business.** The ownership of all such information will remain with the Owner.
- The Interested Party acknowledges that the hereinbefore mentioned information has been provided to Robbinex, by the Owner and/or its representatives. Robbinex does not represent or warrant the accuracy or completeness of such information and may amend, vary or add to any of the same. Robbinex shall not be liable or responsible in any way whatsoever for the accuracy of the information. Prior to completing any purchase or any agreement relating to a purchase based upon the information provided, it is the responsibility of the Interested Party to satisfy itself, its solicitors, accountants and representatives as to the accuracy and completeness of the same. Robbinex and the Owner each warrant that each have the unrestricted right to disclose any information that it submits, free of all claims of their parties. Information disclosed to the Interested Party by Robbinex and/or the Owner will not be in violation of any secrecy agreement Robbinex or the Owner has with any third party.
- In the event the Interested Party does not pursue the purchase of this business for whatever reason, the interested party agrees to return all such information to Robbinex forthwith. The Interested Party further agrees not to maintain any copies, and to destroy all analysis and/or reports, along with all other derivative work which is created with any such information.
- The Interested Party will not interfere in any way with the Owner's Employees, Suppliers, or Customers, or use any of the information provided to him by Robbinex or the Business in any manner which can be construed as competitive or injurious to the Business.
- The Interested Party will prevent the unauthorized use of the information, by his employees, his agents, his consultants or by anyone retained by the Interested Party in this matter.
- The Interested Party will indemnify, and keep indemnified, Robbinex and the business from any damages whatsoever caused by the Interested Party's negligence or unauthorized use of this information.

**Confidential Information** shall include any written form of proprietary information marked "Confidential" and given or delivered to the Interested Party subsequent to the date of this Agreement. It shall also include any such information that is orally or visually disclosed to the interested party subsequent to the date of this Agreement. It shall also include any samples of products(s) given or delivered to the Interested Party subsequent to the date of this Agreement. If the Interested Party is lawfully required by any court or government agency to disclose such information, the Interested Party will be permitted to disclose such information but will provide Robbinex with prompt notice of such court or governmental action.

This Agreement and its obligations on all parties shall not apply to any information that was published or was part of the public knowledge prior to its receipt from Robbinex and/or the Owner; or becomes published or part of the public knowledge through no act or failure to act by the Interested Party after its receipt from Robbinex and/or the Owner; or is disclosed without restriction to a third party by the Interested party; or was known to the Interested Party prior to its receipt from Robbinex and/or the Owner; or is thereafter independently developed by the Interested Party; or is disclosed to the Interested Party from a third party provided that such disclosure is not in violation of an obligation of secrecy owed by such third party to Robbinex and/or the Owner.

It is further agreed that the Interested Party will respect and adhere to the Robbinex rules and procedures outlined hereunder:

- The Interested Party or its agents or representatives will not introduce any other Potential Interested Party to the Business, except through Robbinex.
- The Interested Party will, at no time, contact the Owner directly without first obtaining written permission from Robbinex.
- The Interested party agrees to, and/or to cause its solicitor to, deliver all correspondence, offers, documentation directly to Robbinex who in turn will review all material with the vendor and its solicitor in a timely manner. It is also agreed that a representative of Robbinex may attend closing.
- All deposit monies shall be held by Robbinex in Robbinex's bonded, government supervised, interest bearing trust account, with the interest being paid to the Interested Party.

Robbinex hereby acknowledges that all fees due it will be paid by the vendor, and no charges will be levied to the Interested Party unless a specific contract for specific services is entered into between Robbinex and the Interested Party.

Robbinex, the Business and the Owner of the Business shall have the benefit of all the provisions of this Agreement. It is hereby acknowledged that in procuring this agreement, Robbinex is acting on its own behalf and on behalf of the Owner and the Business.

The Parties agree hereto accept facsimile transmissions of this document as originals and the Interested Party hereby acknowledges this date having received a copy of this agreement.

It is acknowledged by the Interested Party, that it will be held liable for any damages and or costs incurred in the event that they should breach any of the foregoing. This Agreement shall be governed by the laws of the Province of Ontario.

DATED at..... this..... day of....., 20.....

**ROBBINEX INC.**  
INTERMEDIARIES  
41 Stuart Street  
Hamilton, Ontario  
L8L 1B5

) \_\_\_\_\_ Dated \_\_\_\_\_  
 Tel (905) 523-7510 ) \_\_\_\_\_ Dated \_\_\_\_\_  
 Fax (905) 523-4998  
 E-mail: robbinex@robbinex.com