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ROBBINEX®
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CONFIDENTIALITY AGREEMENT

I/We _____hereinafter the **Interested Party**, hereby acknowledge that Robbinex® Inc., hereinafter **Robbinex®**, has been retained by the Owner(s), hereinafter the **Owner**, of a Business, hereinafter the **Business**, also known as **File Number 211002** to sell the said 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 Business, and **the Interested Party agrees that all Confidential 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 (with the exception of the Interested Party's Representatives, all of whom are to be held responsible by the Interested Party to maintain the terms of this Agreement), any of the information hereinafter given to the Interested Party by Robbinex® and/or the Business.** The ownership of all such information will remain with the Owner.
- The **Interested Party** acknowledges that the Owner and/or its representatives have provided the confidential information to Robbinex®. Robbinex® does not represent or warrant the accuracy or completeness of such information and may amend, vary or add to any of the same, and 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 lawyers, 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 or destroy all such Confidential Information to Robbinex® forthwith upon written request. The **Interested Party** further agrees not to maintain any copies, and to destroy all analyses and/or reports, along with all other derivative work, which is created with any such Confidential Information except that the Interested Party shall have a right to retain a copy of the Confidential Information and the Interested Party's internal work product, if any, in accordance with applicable regulatory requirements or internal document retention policies, provided the material forever remains confidential under the terms of this Agreement
- The **Interested Party** will not interfere in any way with the Owner's Employees, Suppliers, or Customers, or use any of the Confidential Information provided to it by Robbinex® or the Owner, in any manner which could reasonably be expected to be competitive or injurious to the Business.
- The **Interested Party** will prevent the unauthorized use of the Confidential Information, by its employees, its agents, and its consultants or by anyone retained by the **Interested Party** in this matter.
- The **Interested Party** will indemnify, and keep indemnified, Robbinex® and the Owner from any damages whatsoever caused by the **Interested Party**'s gross negligence or unauthorized use of this Confidential Information.

Confidential Information shall include any written form of proprietary information marked "Confidential" and such Confidential Information that is orally or visually disclosed including any samples of product(s) given or delivered to the **Interested Party** by Robbinex® or the Owner, or their Employees or Agents, subsequent to the date of this Agreement. If any applicable law, court or government agency, or Stock Exchange lawfully requires the **Interested Party** to disclose such Confidential Information, the **Interested Party** will be permitted to disclose such Confidential Information but will provide Robbinex® with prompt notice (not less than 2 business days) of such court or governmental action, prior to releasing any Confidential Information.

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 by a third party to the **Interested Party**; or was known to the **Interested Party** prior to its receipt from Robbinex® and/or the Owner; 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** and/or its agents or representatives will not introduce any other potential **Interested Party** to the Business, except through Robbinex®, and the **Interested Party** will not circumvent, nor attempt to circumvent, this agreement in any way.
- 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 cause its lawyer to, deliver all correspondence, offers, documentation directly to Robbinex® which in turn will review all material with the Owner and its lawyer 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 any interest earned being paid to the **Interested Party**.
- The **Interested Party** agrees that Robbinex® may obtain a credit report.

Robbinex® hereby acknowledges that the Owner will pay all fees due it, and no charges will be levied to the **Interested Party**. The **Interested Party** will not complete the sales transaction contemplated by this Confidentiality Agreement without written confirmation that Robbinex® has been paid pursuant to the Robbinex® agreement with the Owner. 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 to accept facsimile or electronic transmissions of this document as originals and the **Interested Party** hereby acknowledges this date having received a copy of this agreement.

It is agreed by the **Interested Party**, that it will be responsible to reimburse Robbinex® for any damages, lost revenue and costs, including legal costs on a lawyer-client basis, incurred in the event that the **Interested Party** or their agents and representatives should breach any of the foregoing. Any dispute arising from the Agreement shall be resolved by binding arbitration, under the Arbitration Act of Ontario.

The laws of the Province of Ontario shall govern this Agreement. This agreement will expire twenty-four (24) months from the last date of communication, provided that information retained pursuant to regulatory requirements or internal retention policies continues to remain confidential.

Dated at _____, this ____ day of _____ 20___,

NAME: (print) _____ Company: _____

PER (Signature):_____

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