



## NON-DISCLOSURE AGREEMENT

Thank you for taking the time to complete our non-disclosure (NDA). This agreement is essential to ensure confidentiality regarding all private discussions that we may have throughout the inquiry and buying process.

Once we receive your signed NDA, we will contact you within 1 business day to set up a discovery phone call to discuss your history, background and what it is you may be looking for. This step is important to ensure that this opportunity is a good fit for you. It is at this point where we can discuss details and provide further information regarding the business opportunity you are inquiring about.

Upon completion of this phone conversation, we will send you preliminary information for you to review.

Thanks again and we look forward to speaking with you!

Sincerely,

The Commercial Ventures Team



# NON-DISCLOSURE AGREEMENT

I, the undersigned Inquirer, hereby request information on businesses for sale (the "Business") from Commercial Ventures ("CV"), by way of phone, e-mail or in person.

In consideration of receiving information on the Businesses from CV, I agree not to discuss or disclose to any third party, except my lawyer, professional consultant and accountant, and to keep completely confidential all information disclosed to me regarding the Business from CV or the owners of the Business. I understand that disclosure of information to others could cause a loss of business, injure employees and supplier relationships and decrease the value of the Businesses.

I, the Inquirer, further agree:

- A)** not to disclose any facts I learn about the Businesses to any third party, including employees, customers, suppliers or other prospective buyers or to use the information in any present or future business;
- B)** to return all information to CV when requested and to direct my lawyer and tax advisor to maintain the confidentiality of all information;
- C)** that neither I nor any principals, officers or agents shall circumvent this agreement or make any contact directly or indirectly through another broker or attempt to otherwise deal with any source revealed by CV.
- D)** The Confidential Information is being furnished upon my express request, and upon the understanding that CV has not verified this information or the representations of the seller(s) and makes no warranty with respect to its accuracy or completeness.
- E)** Agrees and understands that CV has relied upon the undertakings of each to hold the information and contacts, and all other related matters disclosed or imparted during their businesses dealings, as confidential, absolutely and without fail, and subject to the provisions and protections of this agreement, express or implied, and in doing so have relied upon the good faith and proper conduct of the other in this regard. All parties agree that any breach or derogation of confidentiality in any fashion shall constitute a loss to the aggrieved party, and shall entitle the aggrieved party to the full range of remedies available at law, including but not limited to damages, including punitive damages and damages for economic loss, loss of profit, and/or loss of opportunity, and to injunctive relief.
- F)** The Inquirer agrees to indemnify and hold harmless the Seller including its officers, directors, employees and agents against any and all liability, actions, claims, demands, liens, losses damages, judgments and expenses, including reasonable attorney's fees, that may arise from the unauthorized disclosure or unauthorized use of Confidentiality Information that results from the Inquirer's negligence or misconduct.
- G)** This Agreement shall continue for a term of one year from the date signed by the Inquirer; provided, however, that the obligation to protect the confidentiality of all Confidential Information disclosed by the Parties to each other prior to termination shall survive the termination of the Agreement for a period of five years and benefit and be binding upon the Parties hereto and their respective successors and assigns.
  - \*The Inquirer agrees not to speak to the owners, employees, suppliers, competitors or customers of the business without consent from CV.
  - \*Please view the business as a customer and under no circumstances disrupt the business.
  - \*Contact Commercial Ventures to schedule a meeting with the owner or receive further information.

This agreement may be signed by the parties, scanned and transmitted digitally by email. This agreement will be valid for one year from date of this agreement signed and apply to all businesses introduced to the Inquirer from CV.

Date: \_\_\_\_\_ Best Method of Communication:     Telephone             Email             Texting

Inquirer's Signature: \_\_\_\_\_ Inquirer's Name (print): \_\_\_\_\_

Inquirer's Company (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_ City, Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Preferred Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

Business Desired: \_\_\_\_\_

What is the amount of liquid capital you have available to invest in a business? \_\_\_\_\_

**403.278.7839**

inquiry@commercialventures.com

**www.commercialventures.com**