

Purchaser Enrollment and Confidentiality Agreement

BETWEEN:

(hereinafter referred to as the "Purchaser")

OF THE FIRST PART

-and-

THE PARTNERSHIP OF:

REGINA REGIONAL OPPORTUNITIES COMMISSION

-and-

SASKATOON REGIONAL ECONOMIC DEVELOPMENT AUTHORITY

(hereinafter referred to as "THE PARTNERS")

OF THE SECOND PART

WHEREAS THE PARTNERS are aware of individuals, partnerships and/or corporations who are interested in selling their business;

AND WHEREAS THE PARTNERS are operating a pilot program to introduce prospective buyers and sellers of businesses to each other;

AND WHEREAS the Purchaser/Applicant must submit certain essential information to enable THE PARTNER to put them into the pilot program;

NOW THEREFORE the parties agree as follows:

- 1) That the Purchaser shall provide the pertinent data required by THE PARTNERS to be included in the program, which information is attached hereto as Schedule A to this Agreement;
- 2) That the Purchaser agrees that all the information that has been or is being disclosed shall be deemed to be confidential. For the purposes of this agreement this material shall include all financial information, copies of the business plan, discussion of the companies vision and strategy for success, its database, advertising/marketing plan, copies of pertinent agreements, and all leases;
- 3) The foregoing information shall be collectively referred to as "Evaluation Material". The term "Evaluation Material" does not include information which:

- a) Is already in the Purchasers possession, provided that such information is not known by the Purchaser to be subject to another confidentiality Agreement with, or other obligation of secrecy to, THE PARTNERS or another party; or
 - b) Becomes generally available to the public other than as a result of disclosure from the Purchaser pursuant to this Agreement
- 4) The Purchaser hereby agrees that the Evaluation Material will be used solely for the purpose of evaluation of the purchase of a business operated by a Vendor or for the advancing to the Purchaser from a financial institution's funds by way of a loan which shall hereinafter be referred to as a "transaction", and that the Evaluation Material will be kept confidential by you, provided, however, that:
- a) Any of such Evaluation material may be disclosed to the purchaser's affiliates, directors, officers, agents, representatives (including, without limitation, attorneys, accountants, consultants, experts, financial advisors and persons contemplating providing financing for any transactions), employees and representatives of the Purchaser's legal counsel who need to know such information for the purpose of evaluating an such Transaction (collectively "Representatives") (it being understood that such Representatives shall be informed by you of the confidential nature of such information and shall be directed by you to treat such information confidentially); and
 - b) Any disclosure of Evaluation Material may be made which is consented to in writing by the Vendor or THE PARTNERS.
- 5) In addition, without the prior written consent of the Vendor or THE PARTNERS you will not, nor will your Representatives, disclose to any person, if and when discussions or negotiations take place concerning a possible transaction, the fact that such discussions are taking place or any of the terms, conditions or other facts with respect to any such possible transaction, including the status thereof. Additionally, each party acknowledges that it shall not release any information pertaining to THE PARTNERS' involvement in this matter without THE PARTNERS' acquiescence in writing;
- 6) In the event that the Vender chooses not to proceed with a transaction then within twenty one (21) days, the Purchaser shall promptly destroy or redeliver to THE PARTNERS all written or electronically-conveyed Evaluation Material and any other material containing or reflecting any information in the Evaluation Material and will not retain any copies, extracts or other reproductions in whole or in part of such written material. All documents memoranda, notes and other writings whatsoever prepared by the Purchaser or its advisors based on the information in the Evaluation Material shall be destroyed, and such destruction shall be certified in writing to THE PARTNERS. Any such Evaluation Material shall remain subject to the terms of this Confidentiality Agreement.
- 7) The agreement set forth herein may be modified or waived only by a separate writing by the parties expressly so modifying or waiving such agreement.

- 8) THE PARTNERS does not make a representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material. The Purchaser agrees that neither THE PARTNERS nor its Representatives shall have any liability to you or to any of your Representatives relating to or resulting from the use of the Evaluation Material or any errors therein or omissions therefrom;
- 9) It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this letter agreement by you or any of your Representatives and that THE PARTNERS shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by you of this letter agreement but shall be in addition to all other remedies available at law or equity to THE PARTNERS.
- 10) The Purchaser acknowledges that THE PARTNERS are not acting as our agent and have not received any compensation or fee to act the behalf of the Purchaser. Furthermore, THE PARTNERS have not given any advice with respect to the potential business transaction;
- 11) This agreement is made pursuant to the laws of the Province of Saskatchewan and is binding to each of the parties heirs, trustees, successors and assigns;
- 12) Each of the provisions in this Agreement is distinct and severable and as such any provision can be struck down by a certificate of competent jurisdiction and the remaining sections shall remain in force and effect;
- 13) This Agreement is binding on the Purchaser, its heirs, executors and assigns and the Purchaser does release, remise and discharge THE PARTNERS, its heirs, successors, agents and employees, from any and all liability any and all claims, actions, causes of action, suits covenants and demands whatsoever arising out of or in connection with the potential or actual sale of the business ,or investments or loans notwithstanding that such liability, claim or action may have been contributed to or occasioned by the negligence (including gross negligence) of any of the aforesaid;
- 14) The signor on behalf of the Purchaser is of full age and has read this document including its waivers & release provisions and understands it is a full and final release of any claims as foresaid and understands the responsibility which has been assumed thereunder;
- 15) Time is of the essence in this Agreement.

IN WITNESS WHEREOF DATED this ____ day of _____, 2009.

Per:

Witness

Representing THE PARTNERS:

**REGINA REGIONAL
OPPORTUNITIES COMMISSION**

Per:

Witness

