

VENDOR ENROLLMENT AND CONFIDENTIALITY AGREEMENT

BETWEEN:

(hereinafter referred to as the "Vendor")

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 purchasing a business;

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

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

NOW THEREFORE the parties agree as follows:

1. That the Vendor shall provide the pertinent data required by THE PARTNERS to be included in the program, which information is attached hereto in Schedule A to this Agreement;
2. Without the prior written consent of THE PARTNERS, you will not, and will direct your Representatives not to, 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, or the names of any of the parties involved;
3. In the event that the Vendor chooses not proceed with a transaction, then within twenty one (21) days the Vendor shall promptly destroy or redeliver to the

- Purchaser all written or electronically-conveyed material and any other material containing or reflecting any information in the 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 Vendor or its advisors based on the information in the material shall be destroyed, and such destruction shall be certified in writing to the Purchaser. Any such material shall remain subject to the terms of this Confidentiality Agreement;
4. The agreement set forth in this letter may be modified or waived only by a separate writing by the parties and you expressly so modifying or waiving such agreement;
 5. 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 the Vendor of this agreement but shall be in addition to all other remedies available at law or equity to THE PARTNERS;
 6. Each party acknowledges that it shall not release any information pertaining to THE PARTNERS' involvement in this matter without THE PARTNERS' acquiescence in writing;
 7. THE PARTNERS are not acting as our agent and have not received any compensation or fee to act the behalf of the Vendor. Furthermore, THE PARTNERS have not given any advice with respect to the potential business transaction;
 8. This Agreement is binding on yourself, your heirs, executors and assigns do release, remise and discharge THE PARTNERS, their 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;
 9. 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;
 10. Each of the provisions in this Agreement are 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;

11. The parties are all of full age and have read the above waiver & release provisions as set for herein and understand it is a full and final release of any claims as foresaid and further understand the responsibility which have been assumed thereunder;

12. 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