PURCHASER NON-DISCLOSURE AGREEMENT
(British Columbia)

This Non-Disclosure Agreement ("Agreement") is entered into by and between Century 21 Assurance Realty Ltd. (the "Broker") and the undersigned prospective purchaser (the "Purchaser") with respect to the review and evaluation of confidential information related to the potential acquisition of the business and/or commercial property identified as (the "Business"), which is being marketed for sale by the Broker.

The parties agree as follows:

1. Confidentiality & Non-Contact
The Purchaser agrees to receive and treat all information provided by the Broker regarding the Business as strictly confidential. The Purchaser shall not contact the Vendor directly, nor any parties associated with the Vendor, including but not limited to shareholders, partners, employees, customers, suppliers, landlords, or any affiliated entities, without the prior written consent of the Broker. All inquiries, discussions, negotiations, and offers relating to the Business shall be conducted exclusively through the Broker. The Purchaser further agrees not to visit the business premises without prior authorization from the Broker.

2. Nature of Confidential Information
The Purchaser acknowledges that all information disclosed by the Broker concerning the Business is confidential and proprietary, and that its unauthorized use or disclosure may result in significant harm to the Vendor and/or the Business.

3**. Return of Information**
If the Purchaser elects not to proceed with a transaction involving the Business, the Purchaser agrees to promptly return to the Broker all materials provided and to destroy or delete any copies in the Purchaser's possession.

4. No Representation or Warranty by Broker

The Purchaser acknowledges that the Broker has received information from the Vendor or parties designated by the Vendor, and that such information may include financial statements, tax returns, equipment inventories, and lease documents. The Broker has not audited or verified this information and makes no representations or warranties, express or implied, regarding its accuracy or completeness. The Purchaser agrees to conduct their own independent due diligence and hereby indemnifies and holds harmless the Broker and its agents from any claims, losses, or liabilities arising from reliance on such information.

5. Authority to Bind & Personal Liability

If the Purchaser is a corporation, partnership, or other legal entity, the individual signing this Agreement on behalf of such entity represents and warrants that they have full authority to do so and further agrees to be personally bound by the terms and conditions herein, including liability for any breach or for commissions due as outlined above.

6**. Use and Disclosure of Information**

The Purchaser agrees to maintain the confidentiality of all information received in connection with the evaluation of the Business, and not to disclose such information to any third party unless said third party is a professional advisor (lawyer, accountant, etc.) retained by the Purchaser for the purpose of evaluating the Business. The Purchaser shall ensure such advisors are made aware of this Agreement and shall be held liable for any breach of confidentiality by such parties. Confidential information includes, but is not limited to: the fact that the Business is for sale, financial and operational data, marketing strategies, customer and supplier information, employee details, lease agreements, and all other business practices and materials disclosed or discovered in any form. Confidential information does not include information that is publicly available or already in the Purchaser’s possession through lawful means.

7**. Non-Circumvention**

The Purchaser agrees not to circumvent or interfere with the Broker’s contractual relationship with the Vendor in any way. In the event of such interference, the Purchaser shall be liable to the Broker for any commission or fees that would have otherwise been payable by the Vendor.

8. Agency Acknowledgement

The Purchaser acknowledges that the Broker is acting solely as an agent for the Vendor and is under a separate agreement with the Vendor for compensation in the event of a sale, trade, lease, or other transfer of the Business or property.

9. No Agency Relationship Created

This Agreement does not create an agency, fiduciary, or representation relationship between the Purchaser and the Broker.

10. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matters arising out of or in connection with this Agreement.

11. . No Obligation to Complete Transaction

Nothing in this Agreement shall be construed as creating any obligation on the part of either party to enter into any further agreement or complete any transaction with respect to the Business. Each party expressly reserves the right, in its sole and absolute discretion, to discontinue discussions or negotiations at any time and for any reason, without liability or obligation to the other party.

12. Term

This Agreement shall remain in full force and effect for a period of one year from the date of execution.

IN WITNESS WHEREOF, the Purchaser has executed this Agreement as of the date set forth below.

ALL FIELDS BELOW MUST BE FILLED IN TO RECEIVE THE CONFIDENTIAL LISTING INFORMATION

Purchaser Name (Print): ___________________________________

Signature: ____________________________ Date: ______________

Company (if applicable): ___________________________________

Address: ___________________________________

Email: ___________________________________

Phone: ___________________________________

Return signed NDA to carlo@kelownabusinessbrokers.ca