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Calgary, AB T2G 0Y2  
Ph. (403) 802-6766  
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Business/Commercial Agent



CONFIDENTIALITY & NON-CIRCUMVENTION AGREEMENT

Re: \_\_\_\_\_

IN CONSIDERATION FOR Avenue Commercial (herein called the 'Broker') providing me, or companies I represent with information on the business, land, &/or leasing it offers for sale/lease, I understand, agree and warrant as follows:

1. That the information provided to me by the Broker is sensitive and confidential and that ANY disclosure to others would be damaging to the described businesses and the Broker's fiduciary relationship with the owners.
2. Not to disclose any such information regarding these businesses to ANY other persons who have not signed and dated the Agreement. "Information" shall include all data and materials related to the businesses and also to the fact that they are for sale.
3. Not to contact the owner's, employees, suppliers, customers, business associates and competitors, except through the Broker.
4. That information is provided by the Sellers and is not verified in any way by the Broker. The Broker is relying on the sellers for the accuracy and completeness of the said information and the Broker makes no warranty, expressed or implied, as to such.
5. That we acknowledge the Broker may be acting in a Dual Agency capacity. That is, Avenue Commercial may be acting for both the Seller and the Buyer. We have been informed and understand this.
6. That all correspondences, inquiries, offers to purchase, and negotiations relating to the purchase of any business given to myself, or companies I represent, by the Broker will be conducted exclusively and solely through the Broker.
7. All documents and materials provided to me shall be destroyed or returned to the Broker upon request, and I shall not make and duplicate copies of such.

I further understand and agree that the business offered for sale by the Broker, and the Broker's relationship with the Seller and the Buyer are ongoing. Therefore, all the terms and conditions so stated above shall remain in full force and be binding to me at all times up to but not limited to two (2) years from the date of receipt of any such information.

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Phone \_\_\_\_\_

Representing \_\_\_\_\_ Fax: \_\_\_\_\_

Signature \_\_\_\_\_ Dated: \_\_\_\_\_, 200\_\_

Agents Name \_\_\_\_\_ Company \_\_\_\_\_