

BUYER'S WARRANTY AND CONFIDENTIALITY AGREEMENT

The undersigned _____ (the Buyer) understands and acknowledges that the Discloser and the Business Owner and/or Business Representative(s) are one and the same and that they are herein interchangeably called the 'Discloser', the 'Owner' and/or the 'Seller' of the Business and/or property described below, (the 'Business').

The Business that is the subject of this Buyer's Confidentiality and Warrant Agreement, (the "Agreement"), include any and all Business to which Information furnished to Buyer by Discloser pertains, including but not limited to the Business listed below:

Business Description:

Sale Price:

In order to induce Discloser or Seller to furnish information to Buyer regarding the Business (the "Information") for Buyer's evaluation and possible purchase of said Business and in consideration for Discloser's or Seller's furnishing such information, Buyer understands, agrees, represents and warrants to Discloser and Seller as follows:

1. The word "Buyer," as used herein, shall mean and include the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation, as an agent, adviser or consultant for or to any business entity and in any other capacity whatsoever.
2. The Information is of a proprietary and confidential nature, the disclosure of which to any other party will result in damage to the Seller and/or Business, and Buyer further represents and warrants as follows:
 - (a) The Information furnished by Discloser or Seller has not been publicly disclosed, has not been made available to Buyer by any party or source other than Discloser or Seller and is being furnished only upon the terms and conditions contained in this Agreement.
 - (b) Buyer will not disclose the Information, in whole or in part, to any party other than persons within Buyer's organization, including independent advisers/consultants, who have a need to know such Information for purposes of evaluating or structuring the possible purchase of the Business. Buyer accepts full responsibility for full compliance with all provisions of this Agreement by such other persons.
 - (c) Buyer will not disclose, except to the extent required by law, to any parties other than the persons described in Paragraph 2(b) above that the Business is available for purchase or that evaluations, discussions or negotiations are taking place concerning a possible purchase.
 - (d) Buyer will not utilize, now or at any time in the future, any trade secret(s), as that term may be defined under statutory or common law, that is/are included in the furnished Information for any purpose other than evaluating the possible purchase of the Business, including, without limitation, not utilizing same in the conduct of Buyer's or any other party's present or future business.
 - (e) In addition to the prohibition against utilizing trade secret(s), Buyer will not utilize any other furnished information for any purpose other than evaluating the possible purchase of the Business, specifically including, without limitation, not utilizing same to enter into and/or engage in competition with the Business or assist or promote any other party(s) in so doing. The foregoing prohibition against utilizing said Information in competing with the Business shall remain in effect for three (3) years from the date hereof and shall be applicable to competition within the presently existing marketing area of the Business.
 - (f) If Buyer decides not to pursue the possible purchase of the Business, Buyer will promptly return to Discloser all Information previously furnished by Discloser or Seller, including any and all reproductions of same, and further, shall destroy any and all analyses, compilations or other material that incorporates any part of said Information.
3. Buyer will not contact the Seller's employees, customers, suppliers, bankers, agents or any other persons that have any relationship with the Business for any reason whatsoever without the prior written consent of the Discloser.

- 4. The Information furnished by Discloser has been prepared based on financial information and other information Discloser believes to be factual, but which information has not been audited. Except as shall be otherwise agreed in writing, Buyer hereby expressly releases and discharges Discloser from any and all responsibility and/or liability in connection with the accuracy, completeness or any other aspects of the information accepts sole and final responsibility for Buyer's own due diligence and evaluation of the Business including all Information and all other factors relating to the Business.
- 5. The Information is subject to change or withdrawal without notice and the Business is being offered for sale subject to prior sale or the withdrawal of said offering without notice.
- 6. Buyer will indemnify and hold harmless the Discloser from any and all claims or actions arising from Buyer's acts or failures to act in pursuing the possible purchase of the Business, including, without limitation, reasonable attorney's fees and other expenses incurred by Discloser.
- 7. Buyer represents that Buyer has sufficient financial resources to complete the transaction for the asking price and terms set forth herein. Buyer agrees to provide, upon request by Discloser or Seller, financial statements, references and other pertinent information evidencing such financial sufficiency.
- 8. The performance and construction of this Agreement shall be governed by the laws of the Province of British Columbia Canada and all parties hereto agree to forbear from filing a claim in any other jurisdiction.
- 9. This Agreement shall be binding upon the Buyer, Buyer's heirs, executors, successors, assigns, administrators or representatives. If any provision of this Agreement shall be held to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and this Agreement shall be construed as if such invalid, void or unenforceable provision had not been contained herein.
- 10. In any litigation arising under the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and expenses in addition to any amount of the judgment.
- 11. The terms and conditions of this Agreement shall also apply to any other business and/or property on which Discloser has been retained to represent the owner(s) in the sale thereof and on which Discloser or owner(s) has furnished information to Buyer. Further, it shall not be necessary for Buyer to execute any additional agreement(s) to that effect and any terms and conditions of this Agreement that refer to the date hereof shall automatically be adjusted to reflect the date on which Discloser or owner(s) initially furnished information to Buyer on such other business and/or property.
- 12. The provisions hereof cannot be modified, amended, supplemented or rescinded without the written consent of Discloser and this Agreement sets forth the entire agreement and understanding.

EXECUTED UNDER SEAL THIS _____ DAY OF _____ 20__.

Typed/Printed Name of Buyer -- Company Name (if any)

X



SEAL

Signature (Duly Authorized Representative)

Typed/Printed Name of Signatory

Street Address

City, State/Province, Zip/Postal Code

Telephone: _____

Fax: _____

e-mail: _____

Typed/Printed Name of Buyer -- Company Name (if any)

X



SEAL

Signature (Duly Authorized Representative)

Typed/Printed Name of Signatory

Street Address

City, State/Province, Zip/Postal Code

Telephone: _____

Fax: _____

e-mail: _____