



CONFIDENTIALITY AGREEMENT

Prospective Buyer's Name: _____ (the "Prospect")

Owner's Names: To be disclosed after executing this agreement
(the "Owner")

Description of Real Estate or
Business: Liquor Agency Store in central New Brunswick, (the "Property")

By executing this agreement the Prospect, **hereby agrees:**

1. The Right Choice Realty ("TRCR") has been retained by the Owner to assist in the sale of the Property.
2. Confidential Information will be provided to the Prospect for the sole purpose of assisting them in determining whether they wish to acquire the Property.
3. "Confidential Information" means the name of the business and any and all written, printed and electronic materials or oral communications relating to the Property that have been or may in the future be furnished to Prospect by TRCR or the Owner or any agent or representative thereof, but does not include any information that is generally available to the public.
4. The Confidential Information will be kept strictly confidential and will not be disclosed to any person except to those persons, agents, representatives or employees of Prospect (collectively "Representatives") who: (i) are directly involved with evaluating the acquisition of the Property; (ii) have been provided a copy of this Agreement; and (iii) have agreed in writing to abide by the terms of this Agreement. The Prospect personally shall be responsible for any breach of this Agreement by its Representatives.
5. To not disclose to third parties including employees of the Owner any discussions or negotiations which might occur concerning the Property, the result of any investigation relating to the Property or the terms, conditions or other aspects of any proposed transaction involving the Property.
6. Upon request by Owner or their agent or TRCR, to either destroy or return to Owner all Confidential Information without retaining copies of all or any part thereof or without their Representatives retaining copies.
7. The Confidential Information was assembled by the Owner of the Property and although every effort has been made to provide accurate and complete information

neither the Owner of the Property nor TRCR makes any representations or warranties, expressed or implied, as to the accuracy or completeness of the Information or its contents. Interested parties should conduct their own investigation and analysis with the assistance of their own Professional Advisors.

8. No proprietary rights, license to or under any trade secrets, copyrights or other right is granted herein or by disclosure of any Confidential Information to the Prospect.
9. The Prospect agrees that it would be impossible or inadequate to measure and calculate the Owner's, the Owner's agent's or TRCR's damages from any breach of the covenants set forth in this Agreement. Accordingly, the Prospect agrees that if it breaches or threatens to breach any of such covenants, the Owner, their agent and/or TRCR will have available, in addition to any other right or remedy available at law, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. The parties further agree that no bond or other security shall be required in obtaining such equitable relief and each party hereby consents to the issuance of such injunction and to the ordering of specific performance.
10. The Prospect agrees that it has had the opportunity to receive legal advice prior to executing this agreement.

Please indicate your understanding of and agreement to the foregoing terms by signing and returning one copy of this Agreement to TRCR.

DATED AND AGREED to on this ____ day of _____, 2019.

Witness

Prospect

Prospect's address: _____

Prospect's email: _____

Prospect's phone number: _____