

# Lennard:

200-55 University Avenue  
Toronto, Ontario M5J 2H7  
T. 416.649.5920  
lennard.com

## Non-Disclosure & Commission Protection Agreement

The undersigned hereby requests Lennard Commercial Realty to provide to the undersigned with information on the business(s) known as: **Gourmet Food Store & Catering Business**

### All Businesses Listed by Lennard Commercial Realty (Caroline Bouillet\* & Noah Swartz\*\*)

In consideration of Lennard Commercial Realty supplying me with confidential information on the above named business(s), or any other businesses which you may subsequently introduce to me, I agree to use such confidential information obtained only for the purpose of evaluation for purchase of such business(s) and that I will not divulge such information to others except to secure their advise and counsel. I further promise not to contact the owner, employees or suppliers or disturb any business relationship of the seller(s) or make independent inquiries on the subject business(s) without first obtaining the seller's permission through Lennard Commercial Realty. I also agree that should I purchase or acquire any interest in any business that you introduce to me, I will protect your right to a commission for the seller and I will conduct all negotiations through you and in doing so I understand that will NOT be liable to Lennard Commercial Realty for any commission. I further agree that I or anyone that I introduce to any such business(s) purchase all or any portion of , lease, become an employee or manager of, or in any other way come into possession of all or part of such business(s) through independent negotiations with the seller(s), within one year from the date of this agreement I then WILL be liable to you for a full commission based on ten percent of the total purchase price or consideration involved in the transaction , or \$160,000.00 whichever is greater.

I hereby further agree not to use any of the information in an adverse manner, or to enter into competition with the Seller and to return all information obtained about the Seller and/or the subject business to Lennard Commercial Realty immediately upon request.

I hereby further agree to indemnify the Seller(s) and Lennard Commercial Realty for any loss, claim or damages which both or either may suffer as a result of a breach by me of the terms hereof.

I acknowledge a receipt of a copy of this Agreement.

Date: \_\_\_\_\_

Name of prospective purchaser(s): \_\_\_\_\_

Signature(s) or prospective purchaser(s): \_\_\_\_\_

Full address of prospective purchaser(s): \_\_\_\_\_

Telephone number of prospective purchaser(s): \_\_\_\_\_

e-mail of prospective purchaser(s): \_\_\_\_\_

Business(es) interested in:)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Sales Representative, \*\*Broker

