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## NON-DISCLOSURE AGREEMENT

**THIS NON-DISCLOSURE AGREEMENT** dated as of \_\_\_\_\_, 20\_\_ among 1648290 Ontario Ltd. o/a Dealer Solutions North America (“DSNA”) located at 305 Renfrew Drive, Suite 301, Markham, Ontario, L3R 9S7 and \_\_\_\_\_ (the “Seller”) located at \_\_\_\_\_ and \_\_\_\_\_. (“the “Potential Buyer””) located at \_\_\_\_\_.

For the purposes of this Agreement both the Potential Buyer and Seller agree to keep confidential, all information provided by DSNA and the Seller, regarding the Sellers Automotive Dealership.

### RECITALS

**A.** Each party to this Agreement has requested or may be receiving from the other party information of a confidential and non-public nature for use by each party and its officers, directors, agents, employees and representatives, including financial and legal advisers (collectively, “**Representatives**”) in connection with a possible commercial arrangement to broker a business purchase, sale, merger, joint venture or trading relationship between the two parties. (the “**Transaction**”).

**B.** The parties acknowledge that DSNA will be compensated for its services through the proposed Transaction.

**C.** The parties desire to protect the confidentiality of such information in accordance with the terms of this Agreement.

**D.** The term of this Agreement is 24 months.

**F.** For the purposes of this Agreement the party disclosing Confidential Information is referred to and the “Disclosing Party” and the party receiving such Confidential Information is referred to as the “Receiving Party”.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. **Confidential Information Defined:** The parties acknowledge that, in the course of their consideration of and during any concurrent or subsequent discussions between DSNA and the Potential Buyer and their respective representatives relating to the Transaction, each party may receive certain written non-public proprietary and confidential information from or about the other party or its affiliates, which is hereinafter called the “Confidential Information”. Any Confidential Information supplied by either party to the other prior to the execution of this Agreement shall be considered in the same manner and be subject to the same treatment as the information made available after the execution of this Agreement. The Confidential Information shall be used by the receiving party solely in connection with its evaluation of the Transaction, and shall not be used for the receiving party’s own benefit, or for any other purpose. Notwithstanding the confidential obligations on both party’s; the Seller acknowledges and hereby gives explicit permission to DSNA allowing DSNA to promote a successful transaction disclose the dealership’s business name on DSNA’s website, social media and both electronic and print marketing material.



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2. **Exclusions from Definition:** The term “Confidential Information” as used herein excludes the following;

- a) Information which was known to the public or the Receiving Party prior to disclosure;
- b) Becomes known to the public through no breach of this agreement by the Receiving Party;
- c) Is disclosed to the Receiving Party by a third party having the legal right to make such disclosure; or
- d) Is developed independently of the confidential information by the Receiving Party.

3. **Standard of Protection:** For the purpose of complying with the obligations set forth herein, the party receiving any Confidential Information shall use efforts of the same degree of care to avoid disclosing such Confidential Information as it uses for its own information, and upon discovery of any inadvertent disclosure, it shall use its best efforts to prevent further disclosure of such Confidential Information. The party receiving any Confidential Information shall immediately notify the Disclosing Party of any inadvertent disclosure of Confidential Information.

4. **Compliance with Legal Process:** In the event that the party receiving any Confidential Information is legally requested or required to disclose any Confidential Information, such party shall promptly notify the other party of such request or requirement prior to disclosure so that the other party may seek an appropriate protective order and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, the party receiving the Confidential Information will furnish only that portion of the Confidential Information which it is advised, by written opinion of counsel, addressed to each of the parties hereto, that it is legally required to disclose and will exercise best efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

5. **Ownership:** Return of Confidential Information. All Confidential Information (including tangible copies and computerized or electronic versions thereof), shall remain the property of the Disclosing Party. Within ten (10) days following the receipt of a written request referencing this Agreement from either party furnishing Confidential Information hereunder, the Receiving Party will deliver to the Disclosing Party all tangible materials containing the Confidential Information received from the Disclosing Party, including any analyses, compilations, studies or other reports or documents which reflect the Confidential Information, together with a certificate executed by the Receiving Party certifying that all such materials in the Receiving Party's possession have been delivered to the Disclosing Party and any electronic copies has been destroyed.

6. **No Representations:** The parties each acknowledge that neither party is making any representations or warranties regarding any of the Confidential Information supplied by a party or the accuracy or completeness of such Confidential Information, and neither party shall have any liability to the other party from the use of Confidential Information supplied under this Agreement.

7. **Remedies for Breach:** Each party acknowledges that a breach or threatened breach of this Agreement would result in irreparable harm to the non-breaching party for which money damages would not be a sufficient remedy and agrees that the other party shall be entitled to immediate injunctive or other equitable relief to remedy to forestall any such breach or threatened breach without the necessity of proving actual damage or posting a bond or other security.. Such remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity.

8. **Contractual Obligations:** DSNA informs the undersigned that it has been contracted by the Seller to facilitate the sale of the above mentioned dealership and that a fee will be paid to DSNA **by the Seller** from the proceeds of the sale upon closing date. DSNA's fee must be paid within 7 days of closing date payable by certified funds only. The Potential Buyer agrees, for a period of 24 months from the date of signing, to negotiate with the Seller exclusively through DSNA. Should the Potential Buyer negotiate and close a



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Transaction with the Seller without using DSNA as the intermediary, during that period, the Potential Buyer then agrees to pay to D SC the commission that should have been paid upon closing. The Potential Buyer acknowledges that DSNA cannot be held responsible for the accuracy of the information contained in the documents supplied by the Seller. Additionally, DSNA is not qualified in determining the physical condition of the land or any improvements thereon. The Potential Buyer agrees that D SC and its Representatives will not be held liable for any defects, whether latent or patent, to the land or improvements thereon. All information and documents may not have been verified and are not warranted by DSNA as being accurate and will be relied on by the Potential Buyer at the Potential Buyer's own risk. The Potential Buyer acknowledges having been advised to make its own enquiries to confirm the condition of the property. All information and documents must be returned to DSNA upon request or at the end of the discussions between the Potential Buyer and the Seller.

9. **Independent Contractors:** The parties each acknowledge that neither party or its Representatives are making any representations or warranties regarding any of the Confidential Information supplied by a party or the accuracy or completeness of such Confidential information, and neither party shall have any liability to the other party from the use of Confidential information supplied under this Agreement. It is further acknowledged that the Seller and/or the Potential Buyer hereby release and indemnify DSNA and its Representatives for any liability, recourse, damages, suits, actions, injunctions, fines, penalties, claims and demands of every kind or nature whatsoever arising from any representations or warranties.

10. **Termination:** Either party may terminate the exchange of Confidential Information under this Agreement at any time by written notice to the other specifically referencing this Agreement; however, the obligations of each party to maintain the confidentiality of the Confidential Information it has received under this Agreement shall continue indefinitely.

11. **Amendment:** This Agreement may not be modified, supplemented or amended orally, but only by a writing signed by each of the parties hereto.

12. **Canadian Anti-Spam Legislation (CASL):** The undersigned acknowledges and authorizes DSNA to communicate with them by email or text.

13. **Governing Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without regard to choice of law provisions and will be treated as an Ontario contract.

14. **Attornment:** Each party agrees (i) that any action or proceeding relating to this Agreement may be brought in any court of competent jurisdiction in the Province of Ontario, and for that purpose now irrevocably and unconditionally attorns and submits to the jurisdiction of such Ontario court; (ii) that it irrevocably waives any right to, and will not, oppose any such Ontario action or proceeding on any jurisdictional basis, including *forum non conveniens*; and (iii) not to oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from an Ontario court as contemplated by this Section 14.

15. **Severability:** If any one or more provisions of this Agreement are determined to be invalid or illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in effect and shall not be affected by such invalidity, illegality or unenforceability.



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16. **Notice:** Any notice, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement will be in writing and will be effectively given and made if (i) delivered personally, (ii) sent by prepaid courier service or mail, or (iii) sent prepaid by fax or other similar means of electronic communication, in each case to the applicable address. Any Party may from time to time change its address under this Section 16 by notice to the other Party given in the manner provided by this Section.

17. **Entire Agreement:** Except for the non-disclosure agreement between the Seller and DSNA, which continues in full force and effect, this Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, warranties, representations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Agreement.

18. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed/scanned form and the parties adopt any signatures received as a fax/scanned document as original signatures of the parties.

19. **Successors and Assigns:** This Agreement will ensure to the benefit of, and be binding on, the parties and their respective successors and permitted assigns. Neither party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this Agreement without the prior consent of the other party.

IN WITNESS WHEREOF the parties have executed this agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Potential Buyer**

Signed: \_\_\_\_\_, I have the authority to bind the company.

Name: \_\_\_\_\_, Position \_\_\_\_\_

**1648290 Ontario Ltd. o/a Dealer Solutions North America**

Signed: \_\_\_\_\_, I have the authority to bind the company.  
Farid Ahmad, President