

## **CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT**

**Re: 1535 route 114, Lower Coverdale, NB  
(the "Property")**

I/We have requested from Remax Quality Real Estate Inc. through Sebastien Gagnon, information, including confidential and proprietary information, which has not been generally disclosed to the public, for use in evaluating a potential purchase of the Property.

In exchange for good and valuable consideration provided by the Seller and Remax Quality Real Estate Inc. NB, including, without limitation, the delivery of a information package and building details (the "Property Information"), the receipt and sufficiency of which is hereby acknowledged, we agree to keep confidential any and all information supplied to us concerning the Properties that is not a matter of public record and not to utilize any such information for our own benefit (or for the benefit of anyone else) other than for the evaluation of the Property with respect to a potential purchase. We will not have conversations with employees. We will keep all information confidential and not discuss the transaction to any other parties.

We understand that we may transmit any such information to partners, officers, directors, employees or legal or financial advisors (collectively, "representatives") but only to the extent that they need to know such information for the purpose of such evaluation. We undertake to inform such representatives of the confidential nature of such information and that they will be bound by the terms of this Agreement. We agree to be responsible for any breach of this Agreement by our representatives. We agree that any legal, financial or any other third-party advisors that are retained by us, to act on our behalf, will be compensated by us.

Upon the Seller's request, we agree to return all documentation provided herewith, including the Properties Information, and any notes or copies made thereof. We also agree not to use the information provided in any way to the detriment of the Seller or any parties assisting the Seller.

We acknowledge that the Property Information and the other information being delivered to us with respect to the Properties are subject to the limitations on liability and disclaimers for the protection of the Seller and Remax Quality Real Estate Inc contained in the Properties Information.

We agree to indemnify and save harmless the Seller and Remax Quality Real Estate Inc. from any claims, losses, damages and liabilities whatsoever (including legal fees on a substantial indemnity basis and disbursements) arising out of a breach by us or any of our representatives of any of the terms or provisions of this Agreement.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_,

Corporation: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

***(I have the authority to bind the Corporation)***