

## CONFIDENTIALITY AGREEMENT

Property or Transaction: 7785 State Route 69; Prescott Valley, AZ. 86314

In connection with the business relationship or transaction under consideration between or involving the parties, this agreement affirms mutual confidentiality among all parties. The intent of this agreement is to protect all private interests and prevent any undue harm that could result from the release of proprietary information. It is also understood that the marketing of any business or property for sale will involve the release of such proprietary information to potential buyers or investors and that such releases are not intended to trigger penalties or claims of unspecified damages against any intermediary or broker. As a condition of receipt of proprietary information, the parties below do agree as follows:

1. Confidential information is furnished to you (Buyer or Broker) or your representative solely for the use of evaluating the feasibility of a possible transaction, and will not be shared with, disclosed to, or released to any other person or entity without (a) the express permission of the Owner, and (b) acceptance by this agreement, in writing, by any further receiver of such information. Oral disclosure or sharing is a prohibited release, as is physical or electronic copies. You agree to personally maintain diligent physical control and security over the Confidential Information (this duty cannot be unilaterally assigned to subordinates).
2. Upon written demand from the Owner or Owner's agent, you will return all original and copies of confidential information, including notes, summaries, or any other related material contained in, or pertaining too, the Confidential Information, in your possession or under your control or influence, and will certify in writing that you have complied with such demand for return.
3. "Confidential Information" as covered by this agreement includes, but is not limited to, the following: business income and expense information, suppliers, customers, trade secrets, business operating methods and systems, and any other private information that, if released, could damage the Owner.
4. Information that is public knowledge or is public information given to any governmental agency is not confidential information.
5. This agreement shall be construed and enforced in accordance with the laws of the State of Arizona. This is the entire agreement. Any amendment shall be in writing signed by the same parties hereto.
6. Each party agrees that any violations or threatened violation of this agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies applicable under state and/or federal law.
7. All confidential information is provided "as-is." Neither party makes any warranties, express, implied or otherwise, regarding its accuracy, completeness or performance. Both parties agree to perform their own diligence on materials provided under this agreement.
8. Nothing herein shall obligate either party to proceed with any transaction between them and each party reserves the right, in its sole discretion, to terminate the discussion contemplated by this agreement concerning the business opportunity.

Agreed by: \_\_\_\_\_  
(Print name and Date)

Buyer Signature and Date \_\_\_\_\_

Broker Signature and Date \_\_\_\_\_