



## BUYER CONFIDENTIALITY AGREEMENT

Prior to confidential information being provided by Lone Wolf Properties, LLC, DBA as Yellowstone Wildlife Cabins (herein referred to as YWC) a **limited liability company organized under the laws of the state of Montana**; we require a non-disclosure agreement, signed by the prospective Buyer(s) – herein referred to as Buyer and/or agent.

WHEREAS, in connection with the Buyer's consideration of a possible acquisition (the "Transaction") of YWC, the Recipient has requested certain information which is non-public, confidential, or proprietary in nature; and

WHEREAS, YWC wishes to protect and preserve the confidentiality of such information.

WHEREAS, evidence of financial ability (wherein shall also be kept confidential) before disclosing key business information shall be required (i.e. P&L).

In connection with the possible acquisition of **YWC – a Vacation Rental Property Management Company, located in West Yellowstone, MT**. We will be furnishing you with information regarding this business, its financial condition, operations, and customers or prospects. In consideration of obtaining this proprietary information, you agree that:

1. All the proprietary information furnished by YWC, its agents or by the Business to you and/or your representatives shall remain **confidential**.
2. When inspecting the Premises, **no cameras or recording devices** will be taken onto the Premises without prior written consent.
3. Unless we agree otherwise in writing, you will not disclose or reveal any proprietary information for five (5) years from this date to any person(s) or entities other than your employees or representatives who are directly participating in the evaluation of this information for any purpose other than a proposed acquisition. Without prior written consent the evaluating material shall be used solely to evaluate, negotiate and consummate the transaction. The Buyer hereby represents and warrants that the Buyer is not acting as a broker for or Representative of any other Person in connection with the Transaction, and is considering the Transaction only for its own account.
4. Not to disclose any information regarding this Business to any other person or entities, "information" shall include its name, location, type of business, the fact that the Business is for sale, plus other data.
  - a. If you decide that you do not wish to pursue the proposed acquisition, you will advise us of this fact and return to us **all proprietary information** furnished to you without keeping copies of any information provided. At any time upon YWC written request, the Buyer shall promptly return all Evaluation Material (including all copies, extracts or other reproductions) to the Disclosing Party or certify in writing to the Disclosing Party that such Evaluation Material (including any Evaluation Material held electronically) has been destroyed.

(i) neither the Recipient nor any of its Representatives shall be required to destroy any electronic copy of any Evaluation Material that is created pursuant to such Person's standard electronic backup and archival procedures if (ii) personnel whose functions are not primarily information technology in nature do not have access to such retained copies and (iii) personnel whose functions are primarily information technology in nature have access to such copies only as reasonably necessary for the performance of their

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- 5. I/we or my agents agree not to contact YWC employees, neighbors, suppliers, or customers except through YWC.
- 6. That all information is provided by YWC and is not audited. While an accountant bookkeeper and tax professional prepare such documents.
- 7. The Buyer agrees that money damages would not be a sufficient remedy for any breach of this Agreement by the Recipient and that in addition to all other remedies it may be entitled to, YWC shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach without the need for posting a bond or for proof of actual damages.

Whereas, If any provision of this Agreement, or the application thereof to any Person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provision as applied to other Persons, places or circumstances shall remain in full force and effect.

Whereas, the execution of this Agreement and subsequent delivery by facsimile or email transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original copy of this Agreement.

This agreement is for the purpose of protecting the confidentiality of the Seller. I acknowledge that I have received a signed copy of this agreement.

Please review, sign and date below, print your name by your signature and email to: anteloperealtymt@gmail.com.

In witness whereof, the undersigned has executed the agreement as of \_\_\_\_\_ (the effective date):

\_\_\_\_\_  
**Buyer Signature**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Name of Buyer,**

\_\_\_\_\_  
**E-Mail**

\_\_\_\_\_  
**Name of Partnership or Corporation**

\_\_\_\_\_

\_\_\_\_\_  
**Address of Buyer**

\_\_\_\_\_  
**City, State, Zip**

\_\_\_\_\_  
**Buyer Signature**

\_\_\_\_\_  
**Telephone Number**

\_\_\_\_\_  
**Names of Buyer**

\_\_\_\_\_  
**E-Mail**

\_\_\_\_\_  
**Name of Partnership or Corporation**

\_\_\_\_\_

\_\_\_\_\_  
**Address of Buyer**

\_\_\_\_\_  
**City, State, Zip**