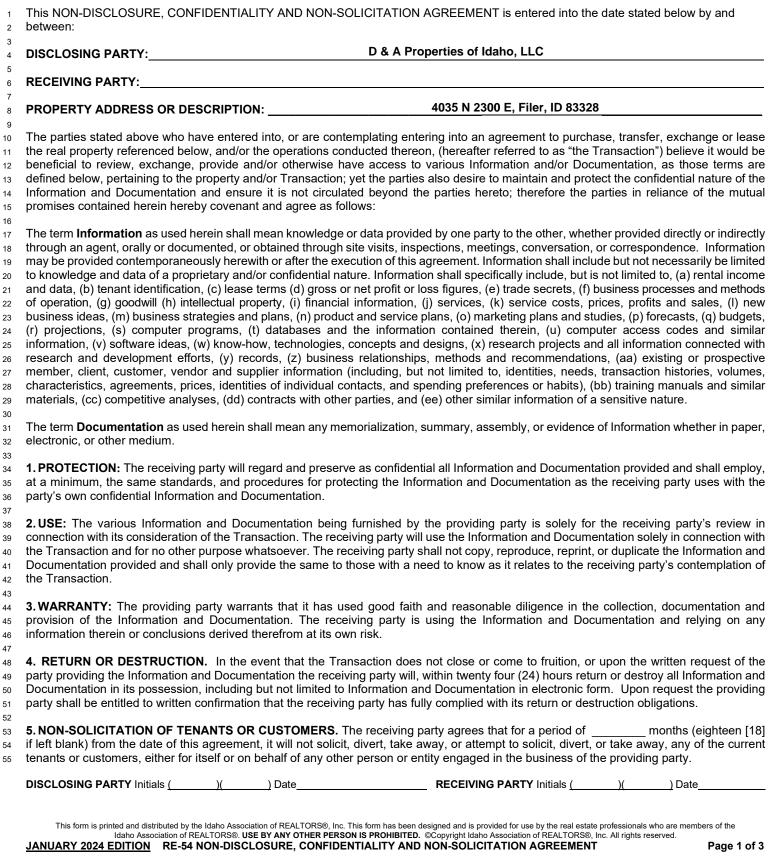


RE-54 NON-DISCLOSURE, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

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THIS IS A LEGALLY BINDING CONTRACT READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.





6. NON-SOLICITATION OF EMPLOYEES., The receiving party agrees during a period of ______ months (eighteen [18] if left blank) from
the date of this agreement it will not solicit, recruit, or hire any other current employee of the Company, either for itself or on behalf of any
other person or entity.

7. SURVIVAL. In the event the Transaction fails to close and/or the purchase sale agreements are terminated or withdrawn; the covenants
and agreements contained herein, unless otherwise specifically indicated, shall be perpetual and survive the negotiations related to the
Transaction.

8.OTHER TERMS AND/OR CONDITIONS: This agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing

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9. REMEDY FOR BREACH: It is agreed that it would be difficult to measure damages from any breach of this agreement therefore, all parties acknowledge that the remedy at law for any breach of any of the covenants and agreements contained in this agreement will be inadequate, and thus either party shall be entitled to immediate injunctive relief for the enforcement of this agreement in addition to receiving such other compensation for damages as a court of competent jurisdiction may award.

10. INDEMNIFICATION OF BROKERAGE. Disclosing Party and Receiving Party shall indemnify their respective brokerages from all
damages, including costs of defense, related to a breach or alleged breach of this Agreement so long as said breach was not caused by
brokerage.

ATTORNEY'S FEES: If any party initiates or defends any arbitration or legal action or proceedings which are in any way connected with
this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including
such costs and fees on appeal.

12.BINDING AGREEMENT: This agreement shall be binding upon and shall inure to the benefit of each party's respective heirs, personal representatives, successors, and assigns.

13. COUNTERPARTS: This agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature
of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and
all identical copies shall together constitute one and the same instrument.

14.TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any
signed facsimile or electronic transmission shall be the same as delivery of an original.

15.SEVERABILITY: In the case that any one or more of the provisions contained in this agreement, or any application thereof, shall be invalid, illegal, or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. APPLICABLE LAW: This agreement shall be governed by and interpreted in accordance with the laws of the state of Idaho. Any action necessary to enforce this agreement shall be brought in the state of Idaho in any County having legal jurisdiction over the parties.

17.ENTIRE AGREEMENT: This agreement represents the entire agreement with respect to the Information and Documentation between the
parties. All prior or contemporaneous negotiations, agreements, or understandings, whether oral or written, are merged into this agreement.
This agreement may only be modified in writing executed by all parties hereto.

18. AUTHORITY. If a party hereto is a corporation, trust, estate or other entity, the person executing this agreement on its behalf warrants to the other party they have the authority to do so and to bind the entity.

100	to the other party they have the addicity to do so and to bind the entity.								
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	DISCLOSING PARTY Initials ()() Date		RECEIVING PARTY Initials ()() Date		
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116	DISCLOSING PARTY:	Date:
117	David Hamilton	
118 119		Date:
120	DISCLOSING PARTY:	Date:
120		
122	RECEIVING PARTY:	Date:
123		
124		
125	RECEIVING PARTY:	Date:
126		
127	The real estate broker and agents of the parties shall be bound by the terms hereof and shall in	ndicate their consent by affixing thei
128	signature(s) below:	
129		
130	DISCLOSING PARTY BROKER:	Date:
131	Krista Deacon	
132		
133	DISCLOSING PARTY AGENT:	Date:
134	Jane McCarron	
135		
136	RECEIVING PARTY BROKER:	Date:
137		
138		
139	RECEIVING PARTY AGENT:	Date:

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