

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement will confirm the mutual understandings of the undersigned (potential buyer) and Idaho Brokerage Group. With regard to Idaho Brokerage Group providing information and receiving information in regard to the client (seller) of Idaho Brokerage Group named below.

1. "Information" means all media, documents, reports, records or materials obtained from Idaho Brokerage Group or the client company, which is not in the public domain, including the names, address and type of business of the client company and the knowledge that the client company may be considering a sale.

2. Information is being furnished solely in connection with the consideration of a Idaho Brokerage Group client company and shall be treated as "secret" and "confidential" and no portion of it shall be disclosed to others, except to the undersigned or approved designee, whose knowledge of the information is required to evaluate the client company as a potential acquisition and who shall assume the same obligations as the undersigned under this Agreement. All information shall be promptly returned or destroyed, as directed by Idaho Brokerage Group, and, or the client company.

3. It is understood that the Idaho Brokerage Group represents the client company, as the intended party whose rights are being protected, may seek legal redress and remedies directly for any breach of this Confidentiality Agreement as if it were a party to this Agreement.

4. The undersigned agrees to not contact the Idaho Brokerage Group client company directly without prior approval from Idaho Brokerage Group undersigned representative.

5. It is understood that (a) Idaho Brokerage Group makes no representation or warranty as to the completeness or accuracy as to any information and the financial condition of the Buyer or Seller and (b) any and all representation and warranties shall be made solely by the Idaho Brokerage Group client company and shall be set forth in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof and (c) Buyer shall conduct his/her own due diligence and make purchase based solely on his/her own investigation and verification of information provided.

6. The undersigned acknowledges the responsibility to perform a due diligence review at his own cost and expense prior to any acquisition of an Idaho Brokerage Group client company. It is understood that fees or commissions paid to Idaho Brokerage Group by the client company shall not be shared or paid to any person representing the undersigned.

7. This Agreement is for Idaho Brokerage Group client (s): _____

8. All Idaho Brokerage Group agents represent the **client (seller)** company and under their fiduciary duty can only release client-approved information. The undersigned (potential buyer) agrees Idaho Brokerage Group is the procuring cause in any future transaction with the client company. Any offer you make must be presented to Idaho Brokerage Group and never directly to the client (seller).

Complete the bottom with Name, Address, Telephone Number, then Date, and Sign

Name: _____

Signature: _____

Address: _____

City: _____ State: _____ Zip: _____ E-Mail: _____

Telephone: _____ Fax: _____

Date: _____

ACCEPTED: Idaho Brokerage Group/Keller Williams Boise, Id.By: _____ Date: _____