



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT ("Agreement") is entered into this ___ day of _____, 20_____ ("Effective Date"), by and between _____ ("Potential Purchaser") and LIBERTY GROUP OF NEVADA, INC., a Nevada corporation ("Broker") and companies that Broker are exclusive business broker to assist in sale of such company's business (each a "Selling Company"). Potential Purchaser, Broker, and the Selling Companies are individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

- A. The Broker on behalf of each Selling Company desires to provide to Potential Purchaser certain Confidential Information (defined herein) and access to the Selling Company's business records, facilities, and other information regarding the prospective purchase of the Selling Company (the "Transaction");
- B. During Potential Purchaser's discussions with the Broker regarding the Transaction, including the tour and inspection of Selling Company facility(ies) and Selling Company's business records, Potential Purchaser may receive and learn certain Confidential Information (defined herein); and
- C. In order to protect the Selling Company's business relationships and keep confidential and secure the Confidential Information, and as a condition of entering into discussions regarding the Transaction with Potential Purchaser, Broker on Selling Company's behalf requires, and Potential Purchaser agrees to, the terms and conditions of this Agreement in order for Broker to provide such information to Potential Purchaser on behalf of Selling Company.

NOW THEREFORE, in consideration of the foregoing promises, and for good and valuable consideration, it is agreed between the Parties as follows:

AGREEMENT

1. CONFIDENTIAL INFORMATION

- a. **Confidential Information.** Potential Purchaser recognizes and acknowledges that all records, files, reports, protocols, policies, manuals, data bases, processes, procedures, computer systems, materials, other documents, methods of cultivation and/or ways of doing business used by the Selling Company, and information learned during the discussions with the Selling Company or tour of any facility, belong to and will remain the property of the Selling Company and constitute proprietary information and trade secrets that are valuable, special, and unique assets ("Confidential Information"). Confidential Information does not include: information in the public domain; information received from a third party that was not subject to any confidentiality restrictions; information obtained prior to the date of this Agreement and in a manner that does not violate any other confidentiality restrictions; and information required to be disclosed by law or legal process.
- b. **Duty of Confidentiality and Non-Disclosure.** Prior to, during or following the period in which the Broker and Selling Company engages in discussions with Potential Purchaser regarding the Transaction (the "Confidentiality Term"), Potential Purchaser shall not utilize or disclose any Confidential Information of the Selling Company (or its respective affiliates) to any other firm, person, corporation, association, employer, or other entity or third party for any reason or purpose, without the prior written consent of the Broker or Selling Company or its affiliates, except to seek advice from legal counsel, accountants, financial advisors or any others with whom there is a confidential relationship. This duty of confidentiality applies to all Confidential Information that Potential Purchaser receives, whether received prior to or during the Confidentiality Term. Potential Purchaser agrees that he/she will take all measures necessary to protect the secrecy of and avoid disclosure or use of the Confidential Information to prevent it from falling into the public domain or the possession of unauthorized third parties. Potential Purchaser agrees to immediately notify the Broker and Selling Company in writing of any misuse or misappropriation of Confidential Information that may come to his/her attention.
- c. **Return of Confidential Information.** In the event the Parties do not consummate the purchase and sale of the Selling Company contemplated by this Agreement, Potential Purchaser shall immediately deliver to the



Broker or Selling Company any Confidential Information in his/her possession, custody or control or destroy the same. Potential Purchaser shall have no right to retain any copies of any Confidential Information for any reason whatsoever after conclusion of the Confidentiality Term. Further, Potential Purchaser shall not compile or retain any information regarding the Selling Company following the expiration of the Confidentiality Term without the express written consent of the Selling Company nor shall Potential Purchaser disclose to any third party any such information learned while exploring the Transaction.

2. **NON-CIRCUMVENTION.** Potential Purchaser acknowledges that the Broker is not an Agent for the Potential Purchaser at this time; but is an Agent for the Selling Company and has a contract providing for a fee to be paid to the Liberty group of Nevada, Inc. by the Selling Company upon sale, trade, lease or transfer of the Selling Company's Business, Real Estate and/or other property. If this agency relationship changes, then in accordance with Nevada Revised Statute 645, Potential Purchaser will so acknowledge that change. The Potential Purchaser promises and pledges that neither they nor any principals, officers, or agents shall make any contact, directly or indirectly, or attempt to otherwise deal with the Selling Company. without the direct participation of a duly authorized Agent of the Liberty Group of Nevada Inc.

3. **ASSIGNMENT.** Potential Purchaser shall not assign or otherwise transfer this Agreement or any rights or obligations hereunder.

4. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by and construed under and in accordance with the laws of the State of Nevada. Any dispute between the Parties arising at law or in equity in connection with this Agreement shall be determined by a court of competent jurisdiction in Washoe County, State of Nevada. By the execution of this Agreement, Potential Purchaser consents to personal jurisdiction in the State of Nevada and waives any challenge to personal jurisdiction in the State of Nevada. In the event any claim is brought by Company against Potential Purchaser that requires personal service pursuant to the laws of the State of Nevada, Potential Purchaser consents to service of process via mail or overnight delivery sent to the address as set forth in the signature block hereto.

5. **ENTIRE AGREEMENT AND AMENDMENT.** This Agreement embodies the entire agreement of the Parties respecting the matters hereof and may be modified only in a writing that is duly executed by the Parties.

6. **WAIVER.** Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of, or failure to insist upon strict compliance with, any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. Any waiver must be in writing and signed by the Party waiving any such right or power.

7. **SEVERABILITY.** In the event that a court of competent jurisdiction determines that any portion of this Agreement is unenforceable, then only the portions of this Agreement that are unenforceable shall be stricken. All portions of this Agreement that are enforceable shall continue in full force and effect. Furthermore, any court order striking any portion of this Agreement shall modify the stricken terms as narrowly as possible to give as much effect as possible to the intentions of the Parties under this Agreement.

8. **ATTORNEYS' FEES.** If any attorney is engaged to enforce or defend any provision of this Agreement or as a consequence of any default under or breach of this Agreement, with or without the filing of any legal action or proceeding, and including, without limitation, any fees and expenses incurred in any bankruptcy proceeding or in connection with any appeal of a lower court decision, the prevailing Party, as agreed to by the Parties or as determined by the court, shall be entitled to its reasonable attorneys' fees and expenses and all costs incurred in connection therewith.

9. **HEADINGS.** The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

10. **INTERPRETATION.** It is the Parties' intent that this Agreement be deemed to have been prepared by all of the Parties hereto and that no Party shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

11. **COUNTERPARTS.** This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Facsimile or electronic copies shall be deemed originals



[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as the Effective Date written above.

**POTENTIAL PURCHASER:
[if business entity]**

a _____

By: _____

Name: _____

Its: _____

Address:

Email:

Phone:

BROKER:

LIBERTY GROUP OF NEVADA, INC.,
a Nevada corporation
Kathryn Guthrie, President;
Business Broker License #B.1002533.CORP
Business Broker Permit #BUSB.0007091.BKR
CA DRE Lic. #01861875
Agent of The Liberty Group of Nevada, Inc.
On behalf of Selling Company via its Exclusive Broker Agreement

Address:

6880 S. McCarran Blvd. Suite 2
Reno, NV 89509

Email: kguthrie@thelibertygroupofnevada.com

**POTENTIAL PURCHASER:
[if individual(s)]**

By: _____

Name: _____,
an individual

Address:

Email:

Phone:

By: _____

Name: _____,
an individual

Address:

Email:

Business: CONCOM