

NONDISCLOSURE AGREEMENT
Wiltsey & Associates, Inc.

_____ (“Undersigned”) is evaluating the possible purchase/sale/lease of a Business (“Business”) which [] does [] does not include certain real property (“Real Property”) hereinafter collectively referred to as the “Proposed Transaction”. The Undersigned has requested that Wiltsey & Associates, Inc. (“Broker”) provide certain confidential and proprietary information concerning the Real Property and Business (collectively, the “Evaluation Material”). Broker is prepared to furnish the Evaluation Material to the Undersigned subject to the terms and conditions set forth below. Undersigned agrees as follows:

1. **Limitations.** (a) Evaluation Material shall not be duplicated in any manner without the prior written consent of Broker; (b) It shall not be used for any purpose other than evaluating the Proposed Transaction and shall be kept strictly confidential; (c) The Evaluation Material may only be disclosed to the Undersigned’s directors, officers, consultants, contractors, lawyers, accountants, and advisors (collectively “Related Persons”) on a need-to-know basis, upon condition that they have agreed in writing to comply with, and be bound by, this Agreement to the same extent as the Undersigned. The Evaluation Material shall be promptly returned to Broker upon written demand, with no duplicates or copies retained.

2. **Term.** The term of this Agreement shall be for a period of two (2) years from the Effective Date, identified at Section 9, below.

3. **Covenants.** The Undersigned covenants and agrees: (a) Not to contact any employees, contractors, principals, owners, representatives, customers, suppliers, vendors, fiduciaries, or any other third parties affiliated in any way with the Business or the Property; and (b) Not to interfere or disrupt the ongoing operations of the Business.

4. **No Representations.** The Undersigned understands and agrees that the Evaluation Material is provided without warranty or representations, expressed or implied, by Broker, or Broker’s principals, agents or representatives.

5. **Principal’s Reservation of Rights.** Delivery of the Evaluation Material shall not be construed as an offer or agreement to enter into negotiations concerning the Proposed Transaction. Broker’s principal reserves the right, in its sole discretion, to reject any and all expressions of interest or offers from the Undersigned and/or to terminate any discussions regarding the Proposed Transaction at any time with or without notice or cause.

6. **Agency.** If the Proposed Transaction includes real estate, Undersigned acknowledges Broker’s delivery of Initial Agency Disclosure. In addition, since Broker will represent both parties in the Proposed Transaction, if it includes real estate, Undersigned also acknowledges Broker’s delivery of a Disclosed Limited Agency Agreement, which will be signed and returned, pursuant to Oregon Administrative Rule 863-015-0210. Subject to

the preceding, undersigned agrees that unless otherwise provided in writing, Broker is acting solely and exclusively as Seller's agent. Undersigned may, at Undersigned's expense, use the services of their own agent or representative. Unless provided on an MLS, Broker makes no offer of compensation. If Broker also represents the Undersigned, and the Property includes real estate, Undersigned agrees to sign a Disclosed Limited Agency Agreement, as required by law.

7. **Jurisdiction; Arbitration; Attorney Fees.** This Agreement shall be governed by the laws of the State of Oregon. Seller would be irreparably harmed in the event this Agreement is breached. In any action brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the losing party all reasonable costs and expenses incurred in connection therewith, including, without limitation, prevailing attorneys' fees. All such disputes shall be submitted to final and binding arbitration in accordance with the rules of Arbitration Service of Portland.

8. **Available Funds.** Undersigned warrants and represents that he/she has, in readily available funds, not less than \$_____ to invest in the Proposed Transaction.

9. **Effective Date.** The parties agree to the foregoing on this ___ day of _____, 20__ ("Effective Date"), by signing below. This Agreement may be signed in duplicate original.

UNDERSIGNED:

Name: _____
Date of Signing: _____
Address: _____
Phone/Cell: _____
E-Mail: _____

BROKER: Wiltsey & Associates, Inc.

