

CONFIDENTIALITY NON-DISCLOSURE AGREEMENT – BUYER



1 Date: _____

2
3 In reference to the potential purchase of the following described business and associated real and/or personal
4 property: WHITEFISH POSTAL ANNEX : BUSINESS OPPORTUNITY ONLY LOCATED AT
5 6475 Us Highway 93 S, 6479 U.S. 93 S, 55, WHITEFISH, MT 59937

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8
9 _____ (hereafter the "Property"), by
10 _____ (hereafter the "Buyer"), from
11 NW VENTURES, INC. (hereafter the "Seller"),

12 Buyer has requested certain information concerning the business, operations, finances and affairs of the Property
13 ("Information"). As a condition to Seller furnishing the Information to Buyer, Buyer agrees as follows:

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15 1. Buyer shall use the Information solely for the purpose of evaluating the possible purchase of the Property by
16 Buyer.
17
18 2. Neither Buyer, nor any employees, agents or representatives (collectively "Representatives") of Buyer shall
19 use the Information in any way that is detrimental to Seller. The Information will be treated by Buyer as
20 belonging to Seller and Buyer shall not, without Seller's prior written consent, disclose any of the Information
21 to any persons or companies that are not the Buyer's Representatives.
22
23 3. Buyer and/or Buyer's Representatives will not disclose to anyone who is not a direct participant in Buyer's
24 potential purchase of the Property, either the fact that negotiations are taking place or any of the terms,
25 conditions or other facts with respect to Buyer's possible purchase of the Property including, without limitation,
26 Seller's name, address, and/or profession.
27
28 4. Information shall not be reproduced by or on behalf of Buyer, in any form, without Seller's prior written
29 consent. If Buyer decides not to pursue the purchase of the Property from Seller, Buyer agrees to immediately
30 return to Seller or Seller's agent, DAVID A. LEMM, all Information and all authorized
31 copies, summaries and notes of the contents or parts of the Information (regardless of who made them),
32 without retaining any copies of this material.
33
34 5. Without Seller's prior written consent, neither Buyer nor Buyer's Representative shall contact Seller's
35 neighbors, lenders, employees, or any other person or company in any way affiliated with the Property and/or
36 Seller.
37
38 6. Buyer acknowledges that Seller will include in the Information all information known to Seller which Seller
39 believes to be relevant for the purpose of Buyer's investigation of the possible purchase of the Property.
40 However, and except as may otherwise be agreed to in writing, neither Seller nor Seller's Representatives
41 make any representations or warranties as to the Information.
42
43 7. This agreement shall be governed by the laws of the State of Montana. Buyer also acknowledges that
44 monetary damages may not be a sufficient remedy for any breach of this agreement by Buyer and that Seller
45 shall also be entitled to specific performance as a remedy for any such breach in addition to all other remedies
46 available to Seller at law or equity.
47
48 8. The obligations imposed on Buyer as set forth herein shall survive any expiration, termination or cancellation
49 of the Agreement and/or of this agreement.

 /
Buyer's Initials

 /
Buyer Agent's Initials

50 **NOTE: Buyer Agent is bound to confidentiality as referenced above.**

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54 Buyer's Signature Date

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57 Buyer's Signature Date

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60 Buyer Agent's Signature Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.