

BROKER LISTINGS ACCESS AND NON-DISCLOSURE AGREEMENT

This Broker Listings Access and Nondisclosure Agreement (this “**Agreement**”), is entered into effective as of [] (the “**Effective Date**”), by and between [], an individual (the “**Buyer**”), and Savadd Business Brokers, LLC (the “**Broker**”) located at 3115 East Lion Lane, Suite 160 Salt Lake City, Utah 84121. Each of Buyer, and the Broker are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the Buyer desires to receive Confidential Information (as defined below) for the purpose of due diligence on, and the potential to enter confidential purchase negotiations with one or more businesses listed for sale by the Broker (the “**Business Purpose**”);

WHEREAS, each seller (each, a “**Seller**”) has entered into a listing engagement with the Broker to assist in the sale of the Seller’s business (the “**Business**”);

WHEREAS, in order to pursue the Business Purpose, the Broker will disclose to the Buyer, on behalf of each Seller, Confidential Information (as defined below) to be used only for the Business Purpose;

WHEREAS, the Seller(s) is(are) willing to disclose such confidential information to the Buyer upon the terms and conditions contained in this Agreement, including the Buyer’s covenants to comply with the terms and conditions of this Agreement; and

WHEREAS, the Broker is willing to provide access to Broker’s business listings to the Buyer upon the terms and conditions contained in this Agreement, including the Buyer’s covenants to comply with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, representations, warranties, and agreements contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. **Confidential Information.** As used in this Agreement, “**Confidential Information**” means all information or material that has or could have commercial value or other utility in the Business or potential business of the Seller(s) or its(their) subsidiaries or affiliates. Confidential Information also includes all information of which unauthorized disclosure could be detrimental to the interests of the Seller(s) or its(their) subsidiaries or affiliates whether or not such information is identified as Confidential Information by the Seller(s) or Broker. By example and without limitation, Confidential Information includes, but is not limited to, any and all information of the following or similar nature, whether or not reduced to writing: agreements, marketing knowledge and information, pricing information, marketing plans and business plans, strategies, forecasts, financial information, projections, procedures, routines, processes, trade secrets, innovations, inventions, discoveries, improvements, research or development and test results, specifications, data, know-how, plans, specifications, models, and any other information

or procedures that are treated as or designated secret or confidential by any Seller or its customers or potential customers. In addition, the existence of this Agreement, and the fact that each Seller is considering a disposition, sale, or other strategic action concerning the Business shall also constitute Confidential Information.

2. **Exclusions.** Confidential Information does not, however, include information that (i) the Buyer can demonstrate is now, or hereafter becomes, through no act or failure to act on the part of the Buyer, generally known or available to the public, (ii) is hereafter rightfully obtained by the Buyer from any other third party, which to the Buyer's knowledge does not breach any obligation to any Seller, or (iii) is independently developed by the Buyer without any reference whatsoever to any Confidential Information or violation of this Agreement.

3. **Obligations.** For the period commencing on the Effective Date and continuing for two (2) years (the "***Restriction Period***"), the Buyer agrees to the following, except as otherwise require by law or regulation: (i) to hold the Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third party, including employees, contractors, suppliers, vendors, and clients of the Seller(s), except as specifically authorized herein or as specifically authorized by the respective Seller or the Broker in writing; (iii) to use all commercially reasonable precautions to prevent the unauthorized disclosure of the Confidential Information, which shall not be to a lesser protection than Buyer provides for the protection of its own confidential information; and (iv) not to use any Confidential Information for any purpose other than the Business Purpose.

4. **Permitted Disclosures.** The Buyer may disclose the Confidential Information to its employees, potential co-investors, consultants, advisors, sources of financing and advisors (collectively, "***Representatives***") with a bona fide need to know such Confidential Information, but only to the extent necessary to carry out the Business Purpose and only if such Representatives are advised of the Confidential Information and the terms of this Agreement and are bound, by a written agreements with terms no less restrictive then the terms contained in this Agreement, to protect the confidentiality of such Confidential Information. Buyer and its Representatives are also allowed to discuss the Confidential Information with the officers and owners of the Seller who have been introduced to Buyer by the Broker.

5. **Required Disclosures.** The Buyer may disclose the Confidential Information if and to the extent that such disclosure is required by applicable law, provided that the Buyer uses commercially reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment and provides the respective Seller a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure.

6. **Copies and Abstracts.** To the extent necessary to carry out the Business Purpose, the Buyer may make copies or abstracts of the Confidential Information provided that the Buyer takes the necessary precautions to keep such copies or abstracts confidential.

7. **Return of Confidential Information.** Upon the Broker's request, and except as otherwise required by law or regulation, the Buyer will promptly return to the Broker or the respective Seller, as requested by the Broker, or destroy all copies of the Confidential

Information and all notes, abstracts, and other documents that contain Confidential Information, and upon request will provide to the Broker a confirmation that it has done so.

8. **No Implied Licenses.** Nothing in this Agreement will be construed as granting any rights to the Buyer, by license or otherwise, to any Confidential Information, except as specifically stated in this Agreement.

9. **Non-Solicitation.** For the Restriction Period, Buyer shall not: (a) directly or indirectly induce any employee of any Seller to terminate or adversely alter his or her relationship with such Seller; (b) solicit the business of any client or customer of any Seller (other than on behalf of the respective Seller) in any manner that is competitive with such Seller; or (c) induce any supplier, content provider, vendor, consultant or independent contractor of any Seller to terminate or adversely alter his, her or its relationship with the respective Seller. If any restriction set forth in this Section 9 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities, it shall be interpreted to extend only over the maximum period of time or range of activities as to which it may be enforceable.

10. **Non-Circumvention.** For the Restriction Period, Buyer agrees and covenants that all correspondence, inquiries, offers to purchase and or other negotiations relating to the purchase of any Business will be made through the Broker and that if any purchase agreement is entered into outside of the Broker's business, Buyer will be jointly and severely liable, with the respective Seller, for payment of the Broker's commission as agreed to between the Seller and the Broker.

11. **Injunctive Relief.** The Buyer acknowledges that the unauthorized use or disclosure of the Confidential Information and/or or breach of the non-solicitation covenant contained in Section 9 would cause irreparable harm to the Seller(s) or its partners. Accordingly, the Buyer agrees that each Seller will have the right to obtain an immediate injunction against any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

12. **No-Representations.** The Buyer agrees that the Broker is not making any representations or warranties through this Agreement, any negotiated purchase agreement or any affiliated documents and that the Broker is merely acting as a conduit for the information provided by the respective Seller. Buyer agree that the Broker shall not be liable for any misrepresentations or failures to disclose by any Seller and that Buyer will solely look to the respective Seller for recovery of any damages incurred by such misrepresentations or failures to disclose.

13. **Broker Representation.** The Buyer hereby acknowledges that the Broker is not the agent of the Buyer and that the Broker is only the agent of the Seller. The Buyer should seek his, her or its own legal or financial representation regarding the purchase of the Business and perform his, her or its own due diligence review of the Business and make his, her or its own determination as to the suitability of the Business for the Buyer's needs.

14. **Third-Party Beneficiary.** The Buyer hereby acknowledges and agrees that each Seller is a third-party beneficiary of this Agreement and has direct rights to enforce the terms of this Agreement against the Buyer.

15. **Term of Agreement.** This Agreement applies to all Confidential Information that has been disclosed or that will be disclosed by the Broker or any Seller to the Buyer. This Agreement shall automatically terminate upon the Parties' execution of a purchase agreement pursuant to the Business Purpose. This Agreement may also be terminated by either party upon written notice that the Party no longer desires to pursue the Business Purpose. The covenants of non-disclosure, non-solicitation, and non-circumvention contained in this Agreement shall survive the expiration or termination of this Agreement according to the duration set forth in this Agreement.

16. **Applicable Law/Attorneys' Fees.** This Agreement will be construed, interpreted, and applied in accordance with the laws of the State of Utah (excluding its body of law controlling conflicts of law). This Agreement sets forth the complete and exclusive agreement of the parties hereto regarding the subject matter of this Agreement and supersedes all prior agreements, understandings, and communications, oral or written, between the parties regarding the subject matter of this Agreement. If any action in law or in equity is brought by a party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and disbursements in addition to any other relief to which such party may be entitled.

17. **Counterparts and Facsimile.** This Agreement may be executed in one or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

THE BUYER:

By: _____
[_____], an individual

SAVADD BUSINESS BROKERS, LLC

By: _____
Name: Thad Eldredge
Its: Manager