



Confidentiality/Non-Disclosure/Non-Circumvent Agreement
This Agreement is Legally Binding

Our Agreement with the Seller requires us to obtain a Confidentiality/Non-Disclosure/Non-Circumvent Agreement before we disclose information regarding the referenced property, business, financial condition, operations, and prospects.

This agreement, dated _____, between Crest Realty LLC ("Broker") and KAY T SWAN ("Seller") and _____ ("Buyer"), in connection with the Buyer's consideration of a possible transaction to acquire _____ ("Property"), all parties agree to the following terms and conditions:

- 1. That any information provided to Buyer by Broker is deemed sensitive and confidential and will be held in the strictest confidence as its disclosure to others may be damaging to the Real Estate described herein and its owners, landlords, tenants, clients, suppliers, and customers.
2. Buyer understands that all confidential information given to it is for the sole purpose of assessing the possible purchase of the Real Estate/Property.
3. Buyer is inquiring about this Real Estate Opportunity with the sole intent to evaluate the Property for the purpose of possible acquisition and the information supplied to Buyer is not for the purpose of gaining information for fostering competition with the Property, Seller, or Broker.
4. Buyer shall not contact the Seller in any manner; all contact must be conducted solely through Broker.
5. Buyer agrees not to reproduce, copy, or disseminate any of the information or materials provided except to personal advisors and agrees to promptly destroy or return all documents and copies to Broker upon request within 5 days of being asked to do so or upon determination that Buyer has no interest in acquiring the Property.
6. Buyer agrees that any violation of this Agreement may result in substantial and irreparable damage to the Property and its owners (Sellers), landlords, tenants, clients, suppliers, and customers, and that monetary damages may not be a sufficient remedy for any breach of this agreement, therefore the Property and its owners (Sellers) shall be entitled to specific performance or injunctive relief as additional remedy for any such breach, including compensatory or punitive damages.
7. This Agreement is subject to and governed by the laws of the State of Utah.
8. The Broker was provided information by the Seller or other sources and was not in any way verified, checked for accuracy, or audited by the Broker.
9. In the absence of an originally executed document, a facsimile or email or electronic signature shall be acceptable as an original and enforceable document.
10. Broker recommends that Buyer have the appropriate legal and financial advisors assist it in evaluating all relevant materials in this transaction.
11. No modifications or alterations of this Agreement shall be effective unless agreed to in writing and signed by the respective parties.
12. Buyer agrees not to attempt to circumvent Broker's Listing Agreement with Seller and to communicate all offers, verbal or written, through Broker.
13. AGENCY DISCLOSURE: It is understood that Marsha Merrill and Crest Realty LLC, represent solely the Seller of the Real Estate Opportunity offered. and KW Success

DATE

DATE

PROSPECTIVE BUYER (signature)

PROSPECTIVE BUYER'S BROKER (signature)

COMPANY NAME

PROSPECTIVE BUYER'S BROKER (print)

TELEPHONE

BROKERAGE NAME

EMAIL