

MOSSY OAK PROPERTIES OF ALASKA

Wasilla Office | Office: (907) 357-5100

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

(Alaska Real Estate & Business Transactions)

Thank you for your interest in opportunities represented by Mossy Oak Properties of Alaska ("Broker"). To protect the confidentiality of our clients while allowing you to evaluate potential opportunities, please review and sign this Confidentiality and Non-Disclosure Agreement ("Agreement"). This Agreement is intended to comply with the Alaska Real Estate License Act (AS 08.88) and applicable Alaska law.

1. Purpose.

Broker may provide confidential, proprietary, or non-public information regarding real estate, businesses, or investment opportunities, including location details, financial data, operational information, and the fact that a property or business is offered for sale ("Confidential Information"). Such information is provided solely to assist you ("Buyer") in evaluating a potential transaction.

2. Confidentiality.

Buyer agrees to keep all Confidential Information strictly confidential and to use it only for the purpose stated above. Buyer shall not disclose Confidential Information to any third party without Broker's prior written consent, except to Buyer's legal, accounting, or financial advisors who have a legitimate need to know and who agree to maintain confidentiality.

3. Non-Circumvention.

Buyer agrees not to directly or indirectly contact sellers, property owners, landlords, tenants, employees, franchisors, suppliers, or customers except through Broker. All inquiries, communications, negotiations, and offers related to any opportunity presented by Broker shall be conducted exclusively through Broker.

4. Broker Relationship Disclosure.

Buyer acknowledges that Broker may represent the Seller, the Buyer, or both parties in the same transaction as permitted under Alaska law. Broker may act as a neutral licensee, owing the statutory duties of honesty, fairness, disclosure, reasonable care, and accounting to all parties, without advocating for either side.

5. Fees and Compensation.

Buyer understands that Broker may have contractual rights to compensation related to the opportunities disclosed. Buyer agrees not to interfere with Broker's contractual relationships and acknowledges that Buyer may be personally liable for Broker compensation if Buyer circumvents or interferes with Broker's right to such compensation. Any Buyer-side fees or commissions shall be governed exclusively by a separate Buyer Representation Agreement, if applicable.

6. No Verification or Warranty.

All Confidential Information is provided by sellers or third parties and has not been independently verified by Broker. Broker makes no representations or warranties, express or implied, regarding the accuracy or completeness of such information. Buyer agrees to conduct Buyer's own independent investigation and due diligence prior to entering into any agreement.

7. Financial Qualification.

If Buyer proceeds toward a transaction, Buyer agrees to provide evidence of financial ability and authorizes sellers and Broker to obtain financial and credit information reasonably necessary to evaluate Buyer's qualifications, in compliance with applicable law.

8. Term.

Buyer's obligations under this Agreement shall remain in effect for three (3) years from the date of execution.

9. Return of Information.

If Buyer decides not to pursue an opportunity, Buyer shall promptly notify Broker and return or destroy all Confidential Information, including copies, notes, and summaries.

10. Legal Remedies.

Buyer acknowledges that unauthorized disclosure or circumvention may cause irreparable harm. Broker shall be entitled to pursue all remedies available under Alaska law, including injunctive relief and damages.

11. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

12. Entire Agreement.

This Agreement constitutes the entire understanding between the parties regarding confidentiality and

supersedes all prior agreements or understandings. Any modification must be in writing and signed by all parties.

This Agreement is intended to be used in conjunction with a Buyer Qualification Statement and does not replace or supersede any separate buyer representation, agency disclosure, or transactional agreements required under Alaska law.

BUYER INFORMATION

Name: Date:

Email:

Phone:

Address:

Signature (typed):

BROKER ACKNOWLEDGMENT

MOSSY OAK PROPERTIES OF ALASKA

By: Date: