

**DIGITAL ACQUISITIONS, LLC
PO Box 100
SANDY, OREGON 97055**

BUYER CONFIDENTIALITY AGREEMENT

This is Buyer Confidentiality Agreement (“Agreement”) dated as of _____, a _____ (the “Effective Date”) by and between _____, a _____, having an address at _____ (“Buyer”) and Digital Acquisitions, LLC (“DA”), a Delaware corporation having an address at PO Box 100, Sandy, OR 97055.

DA represents a business that is available to be purchased (“Company”) and Buyer would like to obtain information about the Company and its business. In consideration of the promises and the mutual covenants and agreements herein contained, the Parties hereto hereby agree as follows:

1. CONFIDENTIALITY

(a) “Confidential Information” means information belonging to or in the possession of a party which is confidential or a trade secret and is furnished or disclosed to the other party under this Agreement (including information exchanged in contemplation of entering into this Agreement): (i) in tangible form and marked or designated in writing in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and that either is of a nature that a reasonable person would understand to be confidential or a trade secret or is identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure. Confidential Information includes any information pertaining to DA’s or Buyer’s (i) technology, products, techniques, inventions, discoveries, improvements, research, test results, know-how, processes and formulas, including without limitation any computer software, source code, patent application, disclosure documents, and other form of manifestation of any of such information; (ii) customers’, vendors and employees’ identities, characteristics, performance and agreements; and (iii) marketing, sales and business plans, strategies and efforts; regardless of whether or how such information is marked or designated. The Confidential Information to be disclosed by DA and Buyer under this Agreement may include, without limitation, information relating to DA’s and Buyer’s respective business plans and objectives, products, services and (as applicable) customer bases.

(b) The parties are permitted to use the Confidential Information solely to pursue the establishment of a business relationship and/or negotiating one or more agreements between the parties with respect to businesses listed for sale on the DA website or offered for sale through other means by DA. This Agreement covers Confidential Information disclosed after the Effective Date.

(c) The receiving party agrees: (i) to hold the furnishing party’s Confidential Information in strict confidence affording the furnishing party’s Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party’s Confidential Information to the receiving party’s own employees

having a need to know the information for the purposes of this Agreement, and only after advising that they are required to comply with the receiving party's obligations under this Agreement; (iii) not to disclose any such Confidential Information to any third party; (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of this Agreement in order to carry out its obligations and exercise its rights under this Agreement; and (v) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party's Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure. Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of this Agreement or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. The receiving party shall not, without the prior written consent of DA, disclose the existence of any relationship or agreement between the parties.

(d) "Confidential Information" does not include any information that, as evidenced by written documentation: (i) is already known to the receiving party without restrictions at the time of its disclosure by the furnishing party; (ii) after its disclosure by the furnishing party, is made known to the receiving party without restrictions by a third party having the right to do so; (iii) is or becomes publicly known without violation of this Agreement; or (iv) is independently developed by the receiving party without reference to the furnishing party's Confidential Information. If the receiving party receives a subpoena or other valid administrative or judicial notice requesting the disclosure of the furnishing party's Confidential Information, the receiving party will promptly notify the furnishing party. If requested, the receiving party will provide reasonable cooperation to the furnishing party in resisting or limiting the disclosure at the furnishing party's expense. Subject to its obligations stated in the preceding sentence, the receiving party may comply with any binding subpoena or other process to the extent required by law, but will in doing so make every effort to secure confidential treatment of any materials disclosed.

(e) At the conclusion of the period stated in Section 2.b), the receiving party will (at the furnishing party's option) return or destroy the Confidential Information provided by the furnishing party. The receiving party will not retain any copies (complete or partial) of the furnishing party's Confidential Information, except that the receiving party may retain one copy solely for archival purposes. Each party's obligations to protect Confidential Information will remain in full force and effect for a period of two (2) years following such return or destruction of the furnishing party's Confidential Information. After that two (2) year period, each party's obligations to protect the Confidential Information will cease, except that the obligation to protect the confidentiality of trade secrets will continue for so long as such materials retain that status under applicable law.

(f) THE FURNISHING PARTY PROVIDES THE CONFIDENTIAL INFORMATION SOLELY ON AN "AS-IS" BASIS. The Confidential Information is not warranted to be complete or error-free. The furnishing party will not be liable for any damages arising out of the use of the Confidential Information.

(g) Neither party may, without the prior consent of the other party, disclose to any other person the contents of this Agreement, that discussions or negotiations are taking place between the parties, or regarding any of the terms, conditions, status, or other facts with respect thereto, except as required by law or by the terms of this Agreement as set forth above, and then only with prior written notice to the other party as required by this Agreement.

(h) Receiving party agrees, at its own expense, to indemnify, defend and hold harmless the furnishing party from and against any and all losses, damages, claims, or expenses incurred or suffered by the furnishing party as a result of a breach of the Confidentiality provisions by the receiving party of this Agreement. The receiving party agrees not to enter into any settlement of any indemnified claim without the furnishing party's prior written consent.

2. DISCLAIMERS

(a) **DA does not represent Buyer in any manner whatsoever.** DA will not act as an agent for Buyer. Any written, oral and/or electronic data or information furnished to DA by Company or on Company's behalf ("Company's Information") is believed to be reliable, however DA does not assume responsibility for Company Information. DA does not represent to Buyer that any Company Information will be accurate and complete in all material respects. In the course of DA's analysis, DA was provided with Company's Information related to the structure, operation and financial performance of Company and Company's assets. DA has relied on Company's Information in DA's analyses and in preparation of any materials presented to Buyer on Company's behalf.

(b) DA assumes no responsibility for any financial and/or tax reporting judgments, which are appropriately those of the Buyer. It is DA's understanding that Buyer accepts responsibility for any financial statement and/or tax reporting issues with respect to the assets covered by DA's analysis, and for the ultimate use of DA's services.

(c) DA is not required to furnish additional work or services, or to give testimony, or to be in attendance in court with reference to the assets, properties, or business interest of the Buyer or to update any document or materials relating to DA's services for any events or circumstances.

3. Buyer Obligations

(a) Buyer warrants that (i) all information provided by Buyer is true, correct and complete, (ii) Buyer is in full compliance with all applicable Federal, state, local and national regulations and laws (including, without limitation, usage, environmental, zoning and similar laws and/or regulations), and (iii) all required licenses, consents, or legislative or administrative authority from any Federal, state, local, or national government, private entity or organization in order to conduct the Buyer's business,.

(b) Buyer agrees, at its own expense, to indemnify, defend and hold harmless DA from and against any and all losses, damages, claims, or expenses incurred or suffered by DA as a result of any breach by the Buyer of this Agreement. The Buyer

agrees not to enter into any settlement of any indemnified claim without the furnishing party's prior written consent.

4. GOVERNING LAW, DISPUTE RESOLUTION AND GENERAL PROVISIONS

(a) Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, the receiving party agrees that the furnishing party may seek to obtain interim, preliminary, or permanent injunctive relief in the exclusive venue in either the state or the federal court located in Oregon for an order restraining any such further disclosure or misappropriation and for such other relief as the furnishing party may deem appropriate. The receiving party agrees that the writ and scope of any injunction or other relief granted by the court in Oregon shall extend to, and shall bind the receiving party, in its own residence or location, without the need for a separate injunctive proceeding to be brought in the state or federal court of receiving party's own residence or location. The foregoing rights to injunctive relief are in addition to any remedies otherwise available to the furnishing party in law or in equity.

(b) Any controversy, dispute, or claim arising out, or in any way relating to this Agreement, shall be resolved by binding arbitration before, and in accordance with the rules of, the Judicial Arbitration and Mediation Services/ Endispute ("JAMS"), with exclusive venue in Oregon. Any such controversy or claim shall be arbitrated on an individual basis, and may not be consolidated in any arbitration with any claim or controversy of any other party. This Agreement and the arbitration, as well as any other litigation, including court proceedings, shall be governed by the laws of the State of Oregon in the same manner and to the same extent that such laws apply to agreements between only Oregon residents that are performed entirely within Oregon. The receiving party waives forever the benefit of any Oregon choice of law doctrine to the extent that such doctrine might result in any arbitration or other litigation proceeding being transferred to, or otherwise more appropriately or necessarily prosecuted in, a venue or jurisdiction other than Oregon. The parties irrevocably and absolutely consent, including but not limited to its submission to the jurisdiction of JAMS, to personal and exclusive jurisdiction and venue in Oregon notwithstanding any legal concept, doctrine, principle, or theory by which jurisdiction or venue might be located, absolutely or preferentially, in some other place. In any arbitration or other litigation, the prevailing party will be entitled to an award of reasonable attorney's fees and costs. Judgment on any arbitration award (including reasonable attorney's fees and costs) may be entered in either the state or the federal court located in Oregon. Finally, notwithstanding the binding arbitration provisions of this Section 2, the disclosing party has the right to injunctive relief as provided in Section 5(a) above.

(c) SEVERABILITY. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more of its provisions will not affect the enforceability of any other provision. If any provision is unenforceable, the parties

will substitute an enforceable provision that preserves the original intentions and economic positions of the parties to the maximum extent legally possible. This Agreement is the entire agreement between the parties relating to its subject matter.

(d) ASSIGNMENT. Neither party may assign or otherwise transfer this Agreement or any of the rights that it grants, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Any purported assignment in violation of the preceding sentence will be void. This Agreement will be binding upon the parties' respective successors and permitted assigns. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party.

Each party has caused its authorized representative to execute this Agreement as of the Effective Date.

Digital Acquisitions, LLC

Buyer

By: Griffin Sinn
Title: Exclusive Broker

By:
Title:

