



RE-54 NON-DISCLOSURE, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT

JANUARY 2024
EDITION
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THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.



This NON-DISCLOSURE, CONFIDENTIALITY AND NON-SOLICITATION AGREEMENT is entered into the date stated below by and between:

DISCLOSING PARTY: Meghan Miller and Craig A. Miller II

RECEIVING PARTY: _____

PROPERTY ADDRESS OR DESCRIPTION: 118 East 3rd Street, Moscow (business only)

The parties stated above who have entered into, or are contemplating entering into an agreement to purchase, transfer, exchange or lease the real property referenced below, and/or the operations conducted thereon, (hereafter referred to as "the Transaction") believe it would be beneficial to review, exchange, provide and/or otherwise have access to various Information and/or Documentation, as those terms are defined below, pertaining to the property and/or Transaction; yet the parties also desire to maintain and protect the confidential nature of the Information and Documentation and ensure it is not circulated beyond the parties hereto; therefore the parties in reliance of the mutual promises contained herein hereby covenant and agree as follows:

The term **Information** as used herein shall mean knowledge or data provided by one party to the other, whether provided directly or indirectly through an agent, orally or documented, or obtained through site visits, inspections, meetings, conversation, or correspondence. Information may be provided contemporaneously herewith or after the execution of this agreement. Information shall include but not necessarily be limited to knowledge and data of a proprietary and/or confidential nature. Information shall specifically include, but is not limited to, (a) rental income and data, (b) tenant identification, (c) lease terms (d) gross or net profit or loss figures, (e) trade secrets, (f) business processes and methods of operation, (g) goodwill (h) intellectual property, (i) financial information, (j) services, (k) service costs, prices, profits and sales, (l) new business ideas, (m) business strategies and plans, (n) product and service plans, (o) marketing plans and studies, (p) forecasts, (q) budgets, (r) projections, (s) computer programs, (t) databases and the information contained therein, (u) computer access codes and similar information, (v) software ideas, (w) know-how, technologies, concepts and designs, (x) research projects and all information connected with research and development efforts, (y) records, (z) business relationships, methods and recommendations, (aa) existing or prospective member, client, customer, vendor and supplier information (including, but not limited to, identities, needs, transaction histories, volumes, characteristics, agreements, prices, identities of individual contacts, and spending preferences or habits), (bb) training manuals and similar materials, (cc) competitive analyses, (dd) contracts with other parties, and (ee) other similar information of a sensitive nature.

The term **Documentation** as used herein shall mean any memorialization, summary, assembly, or evidence of Information whether in paper, electronic, or other medium.

1. PROTECTION: The receiving party will regard and preserve as confidential all Information and Documentation provided and shall employ, at a minimum, the same standards, and procedures for protecting the Information and Documentation as the receiving party uses with the party's own confidential Information and Documentation.

2. USE: The various Information and Documentation being furnished by the providing party is solely for the receiving party's review in connection with its consideration of the Transaction. The receiving party will use the Information and Documentation solely in connection with the Transaction and for no other purpose whatsoever. The receiving party shall not copy, reproduce, reprint, or duplicate the Information and Documentation provided and shall only provide the same to those with a need to know as it relates to the receiving party's contemplation of the Transaction.

3. WARRANTY: The providing party warrants that it has used good faith and reasonable diligence in the collection, documentation and provision of the Information and Documentation. The receiving party is using the Information and Documentation and relying on any information therein or conclusions derived therefrom at its own risk.

4. RETURN OR DESTRUCTION: In the event that the Transaction does not close or come to fruition, or upon the written request of the party providing the Information and Documentation the receiving party will, within twenty four (24) hours return or destroy all Information and Documentation in its possession, including but not limited to Information and Documentation in electronic form. Upon request the providing party shall be entitled to written confirmation that the receiving party has fully complied with its return or destruction obligations.

5. NON-SOLICITATION OF TENANTS OR CUSTOMERS: The receiving party agrees that for a period of _____ months (eighteen [18] if left blank) from the date of this agreement, it will not solicit, divert, take away, or attempt to solicit, divert, or take away, any of the current tenants or customers, either for itself or on behalf of any other person or entity engaged in the business of the providing party.

08/27/2025

03:44 PM

08/31/2025 10:47

DISCLOSING PARTY Initials MM CAMI Date 08/31/2025 10:47 **RECEIVING PARTY** Initials _____ Date _____

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Serial#: 040070-600172-9609035

Prepared by: Deann Billing | United Country Real Estate - Team Idaho | deann@ucteamidaho.com | 2088829500



6. NON-SOLICITATION OF EMPLOYEES: The receiving party agrees during a period of _____ months (eighteen [18] if left blank) from the date of this agreement it will not solicit, recruit, or hire any other current employee of the Company, either for itself or on behalf of any other person or entity.

7. SURVIVAL: In the event the Transaction fails to close and/or the purchase sale agreements are terminated or withdrawn; the covenants and agreements contained herein, unless otherwise specifically indicated, shall be perpetual and survive the negotiations related to the Transaction.

8. OTHER TERMS AND/OR CONDITIONS: This agreement is made subject to the following special terms, considerations and/or contingencies which must be satisfied prior to closing Sale is contingent upon new Buyer's ability to enter into a new lease agreement with the building owner based upon their own credit worthiness and ability to pay; Buyer must have lease approval from landlord, and agree to provide a current credit report and receive approval from Sellers for consideration of any seller financing terms.

9. REMEDY FOR BREACH: It is agreed that it would be difficult to measure damages from any breach of this agreement therefore, all parties acknowledge that the remedy at law for any breach of any of the covenants and agreements contained in this agreement will be inadequate, and thus either party shall be entitled to immediate injunctive relief for the enforcement of this agreement in addition to receiving such other compensation for damages as a court of competent jurisdiction may award.

10. INDEMNIFICATION OF BROKERAGE: Disclosing Party and Receiving Party shall indemnify their respective brokerages from all damages, including costs of defense, related to a breach or alleged breach of this Agreement so long as said breach was not caused by brokerage.

11. ATTORNEY'S FEES: If any party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees on appeal.

12. BINDING AGREEMENT: This agreement shall be binding upon and shall inure to the benefit of each party's respective heirs, personal representatives, successors, and assigns.

13. COUNTERPARTS: This agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

14. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original.

15. SEVERABILITY: In the case that any one or more of the provisions contained in this agreement, or any application thereof, shall be invalid, illegal, or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. APPLICABLE LAW: This agreement shall be governed by and interpreted in accordance with the laws of the state of Idaho. Any action necessary to enforce this agreement shall be brought in the state of Idaho in any County having legal jurisdiction over the parties.

17. ENTIRE AGREEMENT: This agreement represents the entire agreement with respect to the Information and Documentation between the parties. All prior or contemporaneous negotiations, agreements, or understandings, whether oral or written, are merged into this agreement. This agreement may only be modified in writing executed by all parties hereto.

18. AUTHORITY: If a party hereto is a corporation, trust, estate or other entity, the person executing this agreement on its behalf warrants to the other party they have the authority to do so and to bind the entity.

08/27/2025
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08/31/2025
10:47 AM
DISCLOSING PARTY Initials (MM) (CAMI) Date _____ RECEIVING PARTY Initials (_____) (_____) Date _____

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116 DISCLOSING PARTY: Meghan Miller 08/27/2025 03:44 PM
117 Date: _____

118 DISCLOSING PARTY: Craig A. Miller II 08/31/2025 10:47 AM
119 Date: _____

121 RECEIVING PARTY: _____ Date: _____

122 RECEIVING PARTY: _____ Date: _____

123 The real estate broker and agents of the parties shall be bound by the terms hereof and shall indicate their consent by affixing their
124 signature(s) below:

125 DISCLOSING PARTY BROKER: Deann Billing 08/26/2025 10:50 AM
126 Date: _____

127 DISCLOSING PARTY AGENT: Deann Billing 08/26/2025 10:50 AM
128 Date: _____

129 RECEIVING PARTY BROKER: _____ Date: _____

130 RECEIVING PARTY AGENT: _____ Date: _____