



Alaska Commercial Properties, Inc.
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ALASKA COMMERCIAL PROPERTIES CONFIDENTIALITY AGREEMENT

This Agreement is entered into this _____, by and between the person or entity identified below in the signature line of this Agreement, _____ and **McCarthy Ventures LLC**, represented by Alaska Commercial Properties, Inc., located at 302 Cushman Street, Suite 205, Fairbanks, Alaska 99701.

Alaska Commercial Properties has been requested to, and will, furnish to the undersigned certain information relating to the business affairs and operations of **McCarthy Ventures, LLC**, for the purpose of negotiation for the possible purchase by the Investor of the said business.

It is acknowledged by the undersigned that all information provided by **McCarthy Ventures, LLC** and/or Alaska Commercial Properties, Inc., to _____, including the fact that **McCarthy Ventures, LLC** is interested in a sale of all or part of the business, is in all respects of a confidential and proprietary nature and that any disclosure of the same or use of the same by the undersigned except for the expressed purpose stated can and will involve serious harm or damage to the said business, its owners and proprietors. Therefore, the undersigned covenants that the undersigned will not use or employ the said information for any purpose other than for consideration of purchased as aforesaid, and covenants that the undersigned will not either directly, by another Licensee, servant or employee, disclose the said information, either in whole or in part, to any third person, whether individual, firm, company or corporation. At the close of negotiations as herein contemplated, and upon examination for the purposes herein stated, the undersigned, when requested in writing, will return all records, documents, and memoranda furnished pursuant hereto, to Broker at the above address and will neither make nor retain any copy, reproduction or record thereof. It is understood that use or disclosure of confidential information in violation of this covenant may result in legal or equitable action by or for **McCarthy Ventures, LLC**, and/or Alaska Commercial Properties, Inc., to enjoin its use and/or disclosure or to recover damages for same.

The above obligations do not apply to information which becomes public or is generally available to the public through no fault of the undersigned, is received from a third party who is in rightful possession of such information with the freedom to disclose, can be shown to have been independently developed by the undersigned or is required to be disclosed by law.

You understand that the Broker, acting as a Listing Licensee to **McCarthy Ventures, LLC**, makes no representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material and you agree that neither **McCarthy Ventures, LLC**, nor any of its Representatives nor the Broker shall have any liability to you or any other person resulting from any use or reliance on the Evaluation Material.

The invalidity or un-enforceability of any provision of this Agreement or the invalidity or un-enforceability of this Agreement as applied to a particular occurrence or circumstance shall not affect the validity or enforceability of such provision as the case may be. This Agreement shall inure to the benefit of and may be enforced by McCarthy Ventures, LLC its officers, directors, partners, Licensees, representatives and successors in interest. If any of this Agreement becomes the subject of litigation or arbitration, the prevailing party in such suit or proceeding shall be entitled to reimbursement for its reasonable costs, expenses and attorney's fees incurred, including those incurred in connection with any appeals. The laws of the State in which McCarthy Ventures, LLC's administrative offices are domiciled shall govern this Agreement, and the venue for resolution of any dispute arising from or relating to this Agreement shall be laid in the country in which McCarthy Ventures, LLC offices are domiciled. A signed copy of this Agreement delivered by facsimile transmission shall be binding on the parties.

In Witness whereof, the parties, have signed this Agreement as of the date first above written.

On behalf of McCarthy Ventures, LLC

Buyer: _____
Printed Name

By: Alaska Commercial Properties

Signature

Address

Phone Number

Buyer: _____
Printed Name

Signature

Address

Phone Number