

**Cunningham Group Inc.**  
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**CONFIDENTIALITY NONDISCLOSURE AGREEMENT**

Business seeking information on: \_\_\_\_\_

This Agreement will confirm our understanding regarding the business represented by Cunningham Group Inc. and your receipt of certain "Confidential Information." It is understood that our Clients are the intended parties and beneficiaries whose rights are being protected and may enforce the terms of this Confidentiality Nondisclosure Agreement as if they were a party to the Agreement.

1. "Confidential Information" means all oral or written information, reports, records or materials obtained from us or our Client, including the name, address and type of business, the knowledge that our Client may be considering a sale, or even the fact that information has been provided to you.

2. This information is being provided solely in connection with your consideration of the acquisition of our Client. The information you obtain about our Client shall not be used for competitive purposes in any other business, present or future. No portion of this information shall be disclosed to others, except to those of your employees and agents whose knowledge of the information is required for you to evaluate our Client as a potential acquisition and who shall assume the same obligations as under this Agreement. The undersigned hereby assumes full responsibility for the compliance of such employees or agents to the terms of this Agreement.

3. It is understood and agreed that damages may not be a sufficient remedy for breach of this Agreement and that our Client shall be entitled to seek specific performance, injunctive relief, or both, as nonexclusive remedies for any such breach. The prevailing party in any proceeding under this Agreement shall be entitled to be paid its legal expenses and costs reasonably incurred in connection with such proceeding.

4. All information shall be promptly returned or destroyed, as directed by our Client or us.

5. It is understood that:

- a. **No representation or warranties are being made as to the completeness or accuracy of any information**
- b. **Solely our Client shall make any and all representations and warranties in a signed acquisition agreement or purchase contract and then be subject to the provisions thereof.**

6. The undersigned acknowledges the responsibility to perform a due diligence review at their expense prior to any acquisition.

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Tel: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

No Signature needed if returned by email.

**Please return via fax to (509) 327-4852**