

CONFIDENTIALITY & NONDISCLOSURE AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2024, by and between CLIFTON GARDINER, LLC (“BROKER”) and

NAME	
COMPANY	
ADDRESS	
TELEPHONE	
EMAIL	

(collectively, “COMPANY”).

WITNESSETH

WHEREAS, BROKER and COMPANY intend to disclose and/or exchange certain confidential and/or proprietary information relating to radio broadcasting properties represented by BROKER for a potential contemplated transaction (the “Information”); and

NOW, THEREFORE, the parties hereto intending to be legally bound hereby agree as follows:

1: BROKER and COMPANY agree that all such Information which is disclosed hereunder in writing shall be maintained confidential and shall not be published, disseminated, revealed in any manner, and shall not be used, except for the purposes hereinabove stated in this Agreement; provided, however, that the confidentiality obligations and limitation on use, disclosure, publication and dissemination shall not apply to any of the said Information which:

- a. BROKER or COMPANY can show by written documentation was known to either BROKER or COMPANY at the time it was obtained directly or indirectly from BROKER or COMPANY;
- b. is acquired by BROKER or COMPANY from a third party and such third party;
 - i. Is not under an obligation of confidence to BROKER or COMPANY (directly or indirectly) or to any third party with respect to such Information; and
 - ii. has not obtained such information from an employee or agent of BROKER or COMPANY
- c. is or becomes published or otherwise enters the public domain other than by violation of this Agreement by BROKER or COMPANY or its employees, agents, assigns or successors.
- d. is required to be disclosed pursuant to the order of any governmental authority or court of competent jurisdiction.

BROKER and COMPANY agree that specific items of the Information which fall within the above recited exceptions shall not relieve BROKER or COMPANY of their duties hereunder with regard to other information not within one or more of such exceptions.

2. BROKER or COMPANY shall insure that such Information is, while in its possession, maintained secure from all unauthorized persons.

3. Except as provided herein, neither BROKER nor COMPANY will disclose to any person the fact that discussions or negotiations are taking place or any of the terms, conditions or other facts with respect thereto. Notwithstanding the above, unless otherwise specifically agreed to in writing, BROKER and COMPANY agree to permit access to such Information only to their respective senior executive management, independent accounting firm, banking, legal and engineering professionals. Further, BROKER and COMPANY shall, prior to supplying any Information to any such respective permitted access party, notify them of the existence of this Confidentiality Agreement, and shall further insure that such Information is, while in such parties' possession, will remain confidential and maintained secure from all unauthorized persons.

4. This Agreement shall continue in full force and effect for a period of three (3) years from the date hereof, whereupon it shall terminate.

5. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona.

6. No license or right is hereby given by either party to the other with respect to present or hereafter issued proprietary property nor with respect to the Information, except as expressly provided in this Agreement.

7. Subject to the terms of this Agreement, BROKER and COMPANY acknowledge that this Agreement shall govern Information exchanged between BROKER and COMPANY, whether it entails the transmission of BROKER Information from BROKER as discloser to COMPANY as recipient, or the transmission of COMPANY Information from COMPANY as discloser to BROKER as recipient.

Intending to be legally bound, the parties have executed this Agreement as of the day and year first above written.

COMPANY

By: _____

Printed Name

Title: _____

BROKER



By: Clifton Gardiner
Managing Member