

NON DISCLOSURE AGREEMENT

In consideration of **ABOVE ALL REALTY GROUP** (Intermediaries) providing the undersigned with certain confidential and proprietary information for the Business identified as _____ I hereby agree and acknowledge the following:

1. That all information furnished to me by Intermediaries or Seller will be deemed "*confidential information*" and I agree not to disclose any such information to any other person, except to secure the advice and recommendations of my advisors. Any information obtained by me shall not be used to the detriment of the business. The Seller is hereby designated as a third party beneficiary to this Agreement.
2. I acknowledge that any breach of this Non Disclosure Agreement made directly or indirectly, shall be deemed harmful to the Intermediaries and the Seller. I agree that the laws of the State of Colorado will govern this Agreement and that all actions that may arise in law and/or equity shall be brought in the City of _____ and County of Denver / Arapahoe / Jeffco / Adams / Douglas / Other _____, State of Colorado.
3. Not to contact the business owner, his employees, suppliers, or customers, except through the Intermediaries. All correspondence, inquiries, offers to purchase, negotiations, and closings relating to the purchase of the Business presented to me by the Intermediaries will be conducted exclusively through the Intermediaries.
4. I understand that the information provided by the Seller to the Intermediaries has not been verified by the Intermediaries as to its accuracy, and that such information may not be complete or may not provide me with all the information that is necessary for me to accurately evaluate the condition of the subject business I am interested in purchasing. I understand that I can ask the Intermediaries to obtain from the Seller information I reasonably request, and that the Seller will endeavor to provide such information. The Intermediaries will not verify the accuracy or completeness of the information provided.
5. I will rely on my own due diligence to determine whether I ultimately wish to purchase the Business, and agree to release and/or hold Intermediaries, its agents, and/or employees harmless against any action, claims, demands, or damages by reason of the inaccuracy or incompleteness of any information provided to me with respect to the Business I might purchase.
6. In the event I elect not to purchase the Business, I will promptly notify **ABOVE ALL REALTY GROUP** and immediately return all confidential information provided to **ABOVE ALL REALTY GROUP**, at the address shown below.

<p>*Liquid Funds Available for purchase:</p> <p>\$ _____</p> <p>*Detailed financial information on business(es) available will not be provided without this information!</p> <p>Business(es) on which we are requesting information: _____</p> <p>How did you learn about this business: <input type="checkbox"/> Which Web Site: _____ <input type="checkbox"/> Other: _____</p>	<p>*Additional Borrowing Capacity for Purchase:</p> <p>\$ _____</p> <p>Anticipated Date(s) of Purchase: _____</p>
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By signing below, I agree to the foregoing terms and conditions.

Agreed and accepted this ____ day of _____, 20____.

Individual's Name (print)

Individual's Signature

Organization's Name: _____

I am a broker/consultant exclusively representing client(s): _____

Address: _____ Phone: _____ Fax: _____

_____ Email: _____ Website: _____