



AMERICAN
BUSINESS
BROKERS, INC.

BROKER American Business Brokers, Inc.
ADDRESS 1746 Cole Blvd Suite 225
CITY/STATE/ZIP Lakewood Colorado 80401
TELEPHONE 303 - 985-0120 Fax 303 - 484-0443

Confidentiality Agreement

This Confidentiality Agreement is made between the undersigned individually and on behalf of the undersigned's business entity, its officers, directors, partners, investors, shareholders, employees, agents and advisors (collectively "Buyer") and American Business Brokers, Inc. (Broker) and the businesses presented by Broker

1. Buyer requests that Broker provide Buyer with confidential and proprietary information relating to one or more businesses being offered for sale by Broker (each such business is referred to as "Seller".) (Information Broker provides to Buyer is referred to herein as the "Information".) Buyer agrees to maintain the confidentiality of the Information, including that Seller is for sale. Buyer will neither (i) disclose the Information to any other person or entity except for lenders and advisors assisting Buyer to evaluate and/or acquire Seller, nor (ii) use the Information to the detriment of Seller, including that Buyer will not solicit any of Seller's employees.
2. If a party notifies the other party that it does not intend to close a transaction with the other party, then Buyer shall immediately thereafter return to Broker, or destroy, all Information without retaining any photocopies or electronic copies of the Information.
3. Descriptions of Seller prepared by Broker are based solely upon information which Seller provided to Broker. Broker has not verified the accuracy or completeness of any of the Information, nor does Broker make any representations or warranties to Buyer regarding the accuracy or completeness of the Information. It is Buyer's responsibility to conduct whatever investigation of Seller Buyer reasonably deems appropriate. Buyer's decision to complete a transaction shall be based solely on Buyer's investigation, assisted by legal, tax, and other advisors of Buyer's choosing, and not that of Broker. Buyer releases Broker, including Broker's agents and employees, from any and all claims arising from or relating to the accuracy or completeness of the Information.
4. Buyer shall neither (i) contact Seller or its employees, customers, suppliers, or landlords, nor (ii) visit Seller's business, without Broker's consent. Buyer shall direct all inquiries, correspondence, and purchase offers concerning Seller to Broker. Buyer shall conduct all negotiations concerning Seller exclusively through Broker.
5. Buyer shall not purchase all or any part of Seller, or acquire any interest in Seller, without Broker's participation, or in any way interfere with or circumvent Broker's right to receive a commission relating to the sale of any interest in Seller. If Buyer violates this provision, then Buyer shall be liable to Broker for the commission that would have otherwise been payable to Broker, and any other damages suffered by Broker as a result of Buyer's acts, including Broker's reasonable attorney's fees and costs.
6. Buyer represents and warrants that any information about Buyer, including financial information, which Buyer provides to Broker to be conveyed to Seller will be accurate.
7. This Confidentiality Agreement constitutes the parties' entire agreement as to its subject matter and supersedes all such prior agreements between the parties. Modifications to this Confidentiality Agreement must be in writing. Waiver of a breach of this Confidentiality Agreement shall not be a waiver of any later breach.
8. If any action is instituted by a party to enforce the provisions of this Confidentiality Agreement, attorney's fees and costs shall be awarded to the prevailing party. This Confidentiality Agreement shall be governed by the laws of the State of Colorado. The venue for any action instituted to enforce any terms of this Confidentiality Agreement shall be exclusively in the state courts of the county in which the principal office of Seller is located, and Buyer consents to venue and personal jurisdiction being proper in such courts.
9. This Confidentiality Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
10. Any provision of this Confidentiality Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Confidentiality Agreement.
11. Seller and Seller's successors and assigns are intended to be third party beneficiaries of this Confidentiality Agreement and may prosecute any action at law or in equity necessary to enforce its provisions as though a party hereto. Seller shall be entitled to seek a temporary restraining order and a permanent injunction to prevent a breach of this Agreement, and Seller may do so without the requirement of posting a bond or other security.

IN WITNESS WHEREOF, the parties have executed this Confidentiality Agreement effective as of the date first set forth below.

Range of funds available to invest in a business? \$ _____ to \$ _____

E-mail _____

Work Phone _____	<input type="checkbox"/>	Preferred	Buyer Signature _____
Fax Number _____	<input type="checkbox"/>		Name (Print) _____
Cell Phone _____	<input type="checkbox"/>		Company _____
Home Phone _____	<input type="checkbox"/>		Address _____
			City / State / Zip _____

American Business Brokers Inc.
Broker's Signature _____

Profile Numbers _____



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The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (BD 24-10-06) (Mandatory 1-07)

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYERS AGENCY OR TRANSACTION-BROKERAGE.

BROKERAGE DISCLOSURE TO

BUYER **TENANT**

DEFINITIONS OF WORKING RELATIONSHIPS

For purposes of this disclosure, seller also means landlord (which includes sublandlord) and buyer also means tenant (which includes subtenant).

Seller's Agent: A seller's agent works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

Buyer's Agent: A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent, including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

Transaction-Broker: A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction, without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

RELATIONSHIP BETWEEN BROKER AND BUYER

Broker and Buyer referenced below have NOT entered into a buyer agency agreement. The working relationship specified below is for a specific property described as: *any business presented to the Buyer by Broker* or real estate which substantially meets the following requirements:

CHECK ONE BOX ONLY:

- Customer:** Broker is the seller's agent and Buyer is a customer.
- Customer for Broker's Listings - Transaction-Brokerage for Other Properties:** When Broker is the seller's agent. Buyer is a customer. When Broker is not the seller's agent, Broker is a transaction-broker assisting in the transaction.
- Transaction-Brokerage Only:** Broker is a transaction-broker assisting in the transaction.

If Broker is acting as a transaction-broker, Buyer consents to Broker's disclosure of Buyer's confidential information to the supervising broker or designee for the purpose of proper supervision, provided such supervising broker or designee shall not further disclose such information without consent of Buyer, or use such information to the detriment of Buyer.

THIS IS NOT A CONTRACT.

BUYER ACKNOWLEDGEMENT:

Buyer acknowledges that Buyer has received this Brokerage Disclosure to Buyer on _____

Buyer Signature _____

BROKER ACKNOWLEDGEMENT:

On _____, Broker provided _____ (Buyer) with this Brokerage Disclosure to Buyer at *the buyers location via email* (location) and retained a copy for Broker's records.

Brokerage Firm's Name: ***American Business Brokers, Inc.***

Broker Signature _____

In a real estate transaction in the state of Colorado, real estate brokers and their salespersons are required to disclose the type of working relationship they have with buyers at the time a broker or salesperson provides specific assistance in buying real estate.