

NON-DISCLOSURE AGREEMENT

Our agreement with the Seller requires that we obtain a Non-Disclosure and evidence of financial ability before disclosing the name and location of his/her business. This information will be kept confidential.

In consideration of the broker, Capital Access Partners, LLC ("Broker") providing the information on businesses for sale, I/we understand and agree:

- (a) That any information provided on any business is sensitive and confidential, and that its disclosure to others may be damaging to the businesses and their owners.

(b) Not to disclose, for a period of three years from the date I/we sign this Non-Disclosure Agreement, any information regarding these businesses to any other person who has not also signed this Agreement, except to secure the advice and recommendations of my business advisors (accountants, attorneys, etc.). "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided.

(c) Not to contact the business owners or their landlords, employees, suppliers or customers except through Broker. All correspondence, inquiries, offers to purchase and negotiations relating to the purchase or lease of any business presented by Broker will be conducted exclusively through Broker.
- That all information regarding businesses for sale is provided by the Seller or other sources and is not verified in any way by Broker. Broker has no knowledge of the accuracy of said information and makes no warranty, express or implied, as to the accuracy of such information. Understanding that, I/we shall make an independent verification of said information prior to signing off on contingencies in a contract to purchase any business. I/we agree that Broker is not responsible for the accuracy of any of the information I/we receive or fail to receive, and I/we agree to indemnify and hold Broker and its agents harmless from any claims or damages which may occur by reason of the inaccuracy or incompleteness of any information provided to me/us with respect to any business I/we might purchase.
- That should I/we enter into an agreement to purchase a business, I/we will provide a financial statement and a personal and business history, and I/we authorize the Seller to obtain through standard reporting agencies financial and credit information about me/us or the companies I/we represent.
- That Broker is not an agent for me/us, but is a transaction broker, representing neither the Seller nor the Purchaser. Broker has a contract providing for a fee to be paid to Broker by Seller upon sale, trade, lease or transfer of Seller's business or property, unless other arrangements are made, in writing.

I/we acknowledge that I/we have received an exact copy of this Agreement and that I/we have read this Agreement carefully and fully understand it.

I have \$ _____ available in cash or marketable securities to invest in the business of my choice.

x _____
Signature Date

Name (Please Print)

Address

City State Zip

Capital Access Partners, LLC #4041
Broker Company Name, Franchise #
116 Inverness Drive East, Suite 205
Address
Englewood, Colorado 80112
City State Zip

Dennis Smith, CVA, CPA Broker
Phone 303-790-4691 x 203 Email dennis@vrpro.com

Phone # with area code

Eric Reinemer, CBI, CPA Broker
Phone 303-790-4691 x 204 Email eric@vrpro.com

Description of business interested in: _____

