



## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement is made and entered into between the undersigned individually and for the referenced business entity, its officers, directors, partners, employees, agents and advisors (“Buyer”) and Denver Business Brokers a Division of Dorian Management and Consulting Group a Colorado Limited Liability Corporation (“DBB”) for the benefit of DBB and a presently undisclosed seller (“Seller”)

Whereas: Buyer has requested information from DBB and it’s representatives and Seller for the purposes of investigating a possible acquisition, merger, or joint venture involving all or part of the business interests owned by Seller and represented by DBB and it’s representatives.

Now Therefore: In consideration of the mutual promises and covenants contained herein, and to induce the release of information by Seller, Buyer agrees as follows:

1. Buyer shall hold in confidence any and all information obtained; however may be able to disclose information obtained, to advisors or organizations assisting Buyer with discovery to bring about a purchase of Seller’s company, division or product line for sale.
2. Buyer may reveal this information to a broker, intermediary, lending institution, prospective equity partner, or other source. Buyer shall disclose to DBB parties in possession of information upon request.
3. This Agreement applies to all information received by Buyer from DBB or Seller now and in the course of future investigations, which is not available to the general public. All information provided pursuant to this Agreement shall be deemed confidential and valuable. Without specific written agreement to the contrary, it shall be deemed proprietary. Unauthorized disclosure of said information, even without intent to harm, could and shall cause substantial and irreparable damage to DBB and its representatives and Seller.
4. All information provided shall be used for the sole purpose of evaluating the acquisition or joint venture decision and shall not at any time, or in any manner, be utilized for any other purpose. Buyer shall promptly advise DBB or its representatives when its investigations or negotiations are completed and will immediately return all information furnished, in whatever form, without retaining copies, summaries or extracts, thereof.
5. Buyer shall not contact the Seller’s banker, accountant, attorney, employees, suppliers, competitors, customers or others who might have information concerning Seller without written permission of DBB and its representatives. Buyer shall not directly or indirectly solicit or hire Seller’s employees; provided that this restriction shall not apply to any employee of Seller who responds to a general solicitation by Buyer regarding employment opportunities in the ordinary course of Buyer’s business (such as job advertisements in a newspaper of general circulation).
6. DBB and its representatives makes no representation or warranty, express or implied, as to the truth, accuracy or completeness of any information provided to Buyer under this Agreement. Buyer assumes full responsibility for its reliance upon such information and expressly waives all rights of recourse, if any, against DBB and it’s representatives for Buyer’s reliance thereon. Buyer shall assume all responsibility for its own due diligence.
7. DBB and its representatives are acting as agent for the Seller and not the Buyer.
8. Buyer acknowledges that any Breach of this Non-Disclosure Agreement directly or indirectly shall be deemed harmful to Seller.



9. Buyer is not affiliated with or representing any governmental, administrative or investigative agency, and information provided or obtained through DBB and its representatives shall not be used to the detriment of DBB and its representatives or any of the businesses represented by DBB and its representatives.
10. 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.
11. The period during which Information may be exchanged for protection hereunder shall automatically end two years from the date of this Agreement unless extended by mutual written agreement or ended earlier by either parties giving thirty days written notice to the other party of its intention to end the period of disclosure.

AGREED AND ACCEPTED DATE \_\_\_\_\_

BUYER:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Opportunity Inquiry

Our newsletter contains articles that keep you informed of current activities in the business acquisition market place. It also contains self help tools to better help you in analyzing businesses for sale. It contains our current listings and upcoming businesses to be offered.

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