



# SUNBELT NON-DISCLOSURE AGREEMENT



I, \_\_\_\_\_

acting as an \_\_\_\_\_ of \_\_\_\_\_  
("principal/employee/officer and/or direct agent" and "name of company" if applicable)

acknowledge that the name of the company(s), ("Company") the seller(s) ("Seller") and certain confidential information, records, studies, and trade practices of the company(s) and seller(s) will be revealed to me by Sunbelt Business Brokers – Denver ("Sunbelt").

I acknowledge, understand and agree that:

1. These disclosures will be given in **SECURITY AND CONFIDENCE** and used for the sole purpose of assessing the prospective purchase of the Company through Sunbelt. I will not disclose any of the information given in connection herewith, either directly or indirectly, to third parties, except direct support.
2. The material and information furnished is believed to be reliable and relevant for the purpose of evaluating the Company and assisting the recipient in deciding whether to proceed with an in-depth study of the Company for possible acquisition.
3. I understand that neither the Seller, the Company and its officers, directors and employees, nor Sunbelt shall assume any liability as a result of furnishing me the material included in this Agreement.
4. Sunbelt makes no independent representations or warranties concerning the financial or other aspects of the Company. Therefore I understand that any statements, whether written or verbal, expressed or implied, made by Sunbelt are not to be relied upon, and I must validate all information with the Seller.
5. I agree not to make copies of any of the material provided and to return or destroy all of it if I discontinue interest in the Business.
6. I will not use, or assist others to use, any materials or information given, for competitive trade purposes.
7. I have been advised that Sunbelt is an agent for the Seller in this transaction, except in the case of new franchise sales, where Sunbelt is an Independent Contractor and not an employee or agent of the franchisor.
8. Except for new franchise sales, all negotiations, inquiries, investigations, offers to purchase, and/or letters of intent must be made through Sunbelt. I will not contact the Seller of the Company or franchise directly, nor its employees, vendors or clients unless approved by Sunbelt.
9. I will not use this information to circumvent Sunbelt in any transaction. I agree that should I come into possession of the Company during the listing term or within two years from the date below that I will protect Sunbelt's right to fee under Sunbelt's agreement with the Seller. If I interfere in any way with Sunbelt's contractual right to fees from the Seller, I may be personally liable for payment of that fee. However, it is agreed that if I make the purchase through Sunbelt, I am not liable for a fee.
10. I agree that any breach of this Non-Disclosure Agreement (the "Agreement"), directly or indirectly, will be harmful to Sunbelt and the Seller.
11. I acknowledge that I have been advised by Sunbelt to obtain independent legal and accounting advice for any contemplated transaction.

In consideration for the information given, I agree that this Agreement will be governed by the laws of the State of Colorado and that all actions that may arise in law and/or equity shall be brought in the State of Colorado.

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

*Agent for Sunbelt: Brian J Mueller Phone: (303) 209-7401 Fax: (866) 654-4304*