

# NON-DISCLOSURE / NON-CIRCUMVENTION AGREEMENT

## FORM NDNC-1110

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. Completion of this document will allow us to release preliminary information excluding name and location.

In consideration of the Broker, Nextage Legacy Realty ("Broker") providing the "Information" on businesses for sale, I/we understand and agree:

- (a) That any "Information" provided on this or any business is sensitive and confidential, and that its disclosure to others may be damaging to the businesses and their owners. Any copies or reproductions of the "Information" shall also be deemed to be proprietary or confidential "Information" and shall likewise be subject to all of the provisions of this Agreement. "Information" as used in this Agreement shall include the fact that the businesses are for sale, plus any other data provided. "Information", may be given either verbally or in writing. "Information" may be distributed during multiple phases, over a period of time, and may include (1) "Information" about the potential sale of the company, (2) secondary "Information", such as, general business and/or operational "Information", and financial "Information" (3) "Information" about the company which is related to the due diligence phase of contract between a Buyer and Seller. Any of the "Information" distributed about a company which is for sale (including the fact that it is for sale), is secret and confidential. I/we further acknowledge that any and all "Information" distributed is a unique and valuable asset of the company, access to and knowledge of which are essential to the pursuit of the company purposes, and uncontrolled disclosure of which would be harmful to company's current and future success.

(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. If third-party access is required in order to secure the advice and recommendations of my business advisors (accountants, attorneys, etc.). All parties to receive access to "Information" shall also be required to execute a separate Non Disclosure/Non Circumvention Agreement.

(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.

(d) Not to circumvent or interfere with Broker's contract with the Seller in any way, I/we understand that if I/we interfere with Broker's contract right to its fee from Seller, I/we may be personally liable to Broker for payment of the Seller's fee. We understand that should I/we become a manager or otherwise connected with any of the businesses shown or offered to me/us for sale, or should I/we buy, trade, lease or exchange any of the businesses disclosed to me/us, then a fee will be due to Broker. I/we understand that if I/we make the purchase through Broker, I/we will not be liable for the fee to be paid by Seller to Broker.

(e) I/we acknowledge that the use or disclosure of the "Information" in a manner inconsistent with this Agreement may cause irreparable damage, and that Seller shall have and may execute the right to equitable and injunctive relief to prevent the unauthorized use or disclosure of the "Information", and to such damages as are occasioned by such unauthorized use or disclosure of the proprietary or confidential "Information". I/we acknowledge that in the event of a violation of the provisions of this Agreement, I may be liable to Seller for liquidated damages in addition to any other remedies, either at law or in equity, available to Seller as a result of such violation.
- 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 entering into an agreement 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.
- If Broker is working with both parties, the Broker relationship defaults to that of Transaction Broker. If Buyer indicates below that they are working with their own Broker, Nextage Legacy Realty will act as an agent for the Seller. The Broker's contract with the Seller provides for a fee to be paid to Broker by Seller upon sale, trade, lease or transfer of Seller's business or property.
- This Agreement shall inure to the benefit of and be binding upon the parties hereto, their officers, directors, shareholders, employees, agents, heirs, executors, administrators, successors and/or assigns.
- This Agreement contains the entire understanding of the parties with regard to the subject matter hereof and no representations have been made or relied upon beyond the terms hereof. This Agreement may not be amended or modified except by a writing signed by each of the parties.
- This Agreement is made and entered into, and shall be governed by and construed in accordance with the laws of the State of Colorado and each party hereto consents that the courts of the State of Colorado have exclusive jurisdiction over matters accruing under or related to this Agreement.

The Seller may require further agreements and financial verifications prior to releasing the name and/or location of the business or setting a showing on the property(ies). This may include (but is not limited to): verification of down payment, 3rd party bank qualification and/or further Seller provided Non Disclosure Agreements.

We also represent that either no brokers or agents or the following brokers represent us, or will represent us, in any possible transaction involving the Property(ies).

Note: Principals are required to sign Non Disclosure. Per Item b - Advisors (including Brokers) may not sign on behalf of their clients. Nextage Legacy Realty provides the services of Real Estate as well as Business Brokerage and reserves the right to offer a referral fee to a Buyer Broker who may be working with a Buyer who completes a sale on any listed properties/businesses.



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