

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ('Agreement') confirms the mutual understanding between **DENVER REAL ESTATE BROKERS LTD.** ("DREB"), as Agent, and _____ ('Buyer') in connection with the possible purchase of the following Business Opportunities and / or properties:

a. _____ located at _____

The Buyer shall be provided with certain evaluation materials, including preliminary financial and operational records as well as verbal information ('Confidential Information'). This Confidential Information shall be made available to Buyer solely for the purposes of evaluating the possible purchase or lease of the Business Opportunity and / or property.

- Confidential Information shall include, but not be limited to, any and all discussions with DREB, the Seller's agents or employees, and any information related to the Business Opportunity and / or Property. The use of this information for any purposes other than to evaluate Buyer's possible acquisition of the Business Opportunity and / or Property is expressly prohibited. Buyer agrees not to disclose this information to any person other than those who are directly involved in evaluating the purchase of the Business Opportunity and / or Property or as required by law or legal process. No external verbal or written communication of Confidential Information is permitted without the express written consent of DREB.
- Buyer agrees that the Confidential Information will not be disclosed or used to perform any act detrimental to DREB and upon request by DREB shall promptly return all written Confidential Information.
- Buyer shall not photocopy or make copies in any other manner of the Confidential Information.
- Buyer shall not at any time, directly or indirectly, use, disclose, deliver, or communicate to any other person or entity including any other Broker, any discussions with DREB or Confidential Information concerning the Business Opportunity and / or Property. Any inquires or correspondence in connection with the Business Opportunity and / or Property shall be communicated through DREB.
- Buyer hereby acknowledges that it is acting as a principal and has not dealt with, nor will the Buyer be dealing with any party in the potential acquisition of the Business Opportunity and / or Property. Buyer acknowledges it has not engaged the services, and will not further engage the services of another broker for representation in a potential transaction pertaining to above Business Opportunities and / or properties unless such representation is provided by DREB. Buyer further agrees to indemnify and hold harmless the Seller and DREB against and from any loss, liability or expense, including reasonable attorney's fees, arising out of any claim or claims by any other party for commissions or other compensation for bringing the Property to the attention of the Buyer.
- Buyer understands that this Confidentiality Agreement is being entered into as a condition to the release of the Confidential Information by DREB and that the information contained therein is secured from sources deemed reasonably reliable, but is not guaranteed or warranted. Buyer agrees that neither Agent nor Seller shall have any liability for any reason to Buyer or its representative or related parties resulting from the use of Confidential Information.
- This Agreement expresses the entire agreement and understanding of the parties. This Agreement shall not be modified or changed in any manner except in writing and signed by both parties. In any action to enforce the rights of the parties hereto, the prevailing party shall, in addition to the actual settlement, be entitled to reasonable attorney's fees.

Denver Real Estate Brokers LTD.
10800 E Bethany Dr, Suite 575
Aurora, CO 80014

By: _____
Print Name: **Rohit Mukherjee**

Tel: **720-323-0999** Fax: **888-360-5660**
Email: **Rohit@DREBonline.com**

Buyer: _____
Print Name: _____ Date _____

Buyer: _____
Print Name: _____ Date _____

Address: _____

Tel: _____ email: _____