

This form has not been approved by the Colorado Real Estate Commission. Buyer and Seller are advised to seek legal counsel and advise prior to signing.

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is entered into by and between SIMON KIM of Simon Kim Realty, with its principal offices at 3000 S Jamaica Ct #225, Aurora CO 80231, (“Broker”) and _____ (“Seller”) and _____ (“Buyer”) regarding the Property/Business located at (Address) _____ for the purpose of preventing the unauthorized disclosure of Confidential Information as described below.

- 1. Genuine Business Interest.** Buyer is genuinely interested in pursuing and possibly purchasing a potential business arrangement proposed for discussion with the Seller.
- 2. Permitted Use.** Buyer will use the confidential information solely for purposes of evaluating the business of the Seller.
- 3. Confidentiality.** Buyer and Seller both acknowledge that all information and materials furnished from the Broker concerning the above referenced Property/Business is confidential and may not be used for any purpose other than evaluation. Access to any information furnished by the Broker will be limited to attorneys, accountants, banking representatives, and business advisors directly involved with the Property listed above.
- 4. Nondisclosure.** Seller, Buyer and Broker all agree not to disclose to any other person the fact that any discussion or negotiations are taking place with respect to the Property or Business or the actual or potential terms, conditions or facts involved in any such discussions or negotiations.
- 5. Discretion.** Buyer agrees not to contact the Property or Business owner, employees, suppliers, or customers except through Broker. Buyer further agrees not to circumvent or interfere with Broker’s written contract or verbal agreement with Seller in any way.
- 6. Binding Effect.** This agreement shall be governed and construed in accordance with the laws of the State of Colorado and shall survive the closing of any Agreement between Buyer and Seller for a period of one year from the date of said closing. The word “Closing” shall include notification of non-interest on the part of Buyer as well any successful transaction between Buyer and Seller.
- 7. Cost of Enforcement.** In the event either party commences a judicial action to enforce the provision of this Agreement, the prevailing party in such action shall be entitled to recover, in addition to such other amounts as may be permitted by law, call costs and expenses incurred by it in the prosecution of defense of such action, including reasonable attorneys’ fees.
- 8. Warranty.** Broker does not guarantee, warrant, either expressed or implied, any information and/or figures supplied by the Seller. Buyer should rely on his own verification of this information as a part of his or her own due diligence.
- 9. Reproduction Prohibited:** No copies shall be made or retained of any written information supplied to Buyer by Seller. At the conclusion of any discussion, negotiation or upon demand by Seller, all information including written notes, photographs, or notes taken by Buyer shall be returned to Seller or Seller’s Agent. Any information shall not be disclosed to any employee or consultant unless they agree to execute and be bound by this agreement.

By: _____ Date: _____
(Name)
(Address)
(Phone #)
(Email)